

SECOND AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
MIDDLETOWN TECHNOLOGY ASSOCIATES I

The undersigned, in compliance with the provisions of the Uniform Limited Partnership Act of Rhode Island, Title 7, Chapter 13 of the General Laws of Rhode Island, 1956, as amended, do hereby certify as to the establishment of Middletown Technology Associates I, Limited Partnership, a limited partnership with respect to which a Certificate of Limited Partnership and First Amendment thereto have been filed with the Secretary of State of Rhode Island that the:

(1) the name of the limited partnership is Middletown Technology Associates I, Limited Partnership;

(2) the date of filing of the Certificate of Limited Partnership was August 10, 1984;

(3) Arnold B. Chace, Jr., an assignee of a limited partnership interest, has been admitted as a new limited partner in accordance with the terms of the Amended and Restated Limited Partnership Agreement of Middletown Technology Associates I, Limited Partnership, a copy of which is annexed hereto;

(4) there has been a change in the amount or character of the contribution of a partner, or in a partner's obligation to make a contribution as set forth in the Amended and Restated Limited Partnership Agreement of Middletown Technology Associates I, Limited Partnership, a copy of which is annexed hereto;

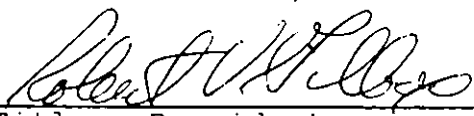
(5) the Certificate of Limited Partnership is amended as set forth in the Amended and Restated Limited Partnership Agreement of Middletown Technology Associates I, Limited Partnership, a copy of which is annexed hereto; and

(6) Robert V. Gilbane is withdrawing as a partner of the Partnership.

IN WITNESS WHEREOF, the undersigned have signed and sworn to the Second Amendment to Certificate of Limited Partnership as of December 31, 1986:

GILBANE PROPERTIES, INC.

By



Title: President

OLYMPIC INVESTMENT COMPANY

By Robert V. Gilbane
Title: President

Arnold B. Chace, Jr.
(ARNOLD B. CHACE, JR.)

Robert V. Gilbane
(ROBERT V. GILBANE)

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In said County and State on the 31st day of December, 1986, before me personally appeared Robert V. Gilbane the President of Gilbane Properties, Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of Gilbane Properties, Inc.

Andree W. Beckwith
Notary Public

ANDREE W. BECKWITH, Notary Public
My Commission Expires June 30, 1991

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

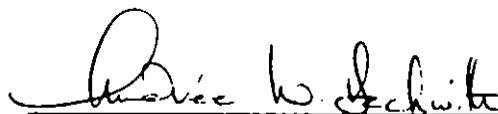
In said County and State on the 31st day of December, 1986, before me personally appeared Robert V. Gilbane the President of Olympic Investment Company, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity and the free act and deed of Olympic Investment Company.

Andree W. Beckwith
Notary Public

ANDREE W. BECKWITH, Notary Public
My Commission Expires June 30, 1991

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In said County and State on the 31st day of December, 1986 before me personally appeared ARNOLD B. CHACE, JR., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.

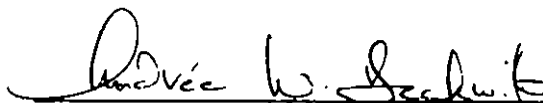


Notary Public

ANDREE W. BECKWITH, Notary Public
My Commission Expires June 30, 1991

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In said County and State on the 31st day of December, 1986, before me personally appeared ROBERT V. GILBANE, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.



Notary Public

ANDREE W. BECKWITH, Notary Public
My Commission Expires June 30, 1991

interests owned by Robert V. Gilbane and 48.5% of the 96.5% Partnership profits and capital interests owned by Olympic Investment Company and that at such time the fair market value basis, and permanent loan amount of Partnership Assets is as set forth in Exhibit A attached hereto; (2) provide Arnold B. Chace, Jr. with a preferred return; (3) cause the Agreement to comply with the provisions of Treasury Regulations Section 1.704-1(b), as amended to the date of the Amendment; and (4) provide for the withdrawal from the Partnership of Robert V. Gilbane.

Now, therefore, it is hereby agreed that the Partnership Agreement of Middletown Technology Associates I, as presently in effect, shall be amended and restated in its entirety by the following Agreement:

ARTICLE I

DEFINED TERMS

Section 1.01. Definitions

The following terms used in this Agreement shall have the meanings specified below:

"Adjusted Capital Contributions" means the aggregate Capital Contributions of a Partner, less Available Cash, Cash From Capital Transactions and Cash From Refinancings (other than the Preferred Return) distributed to the Partner.

"Agreement" means this Amended and Restated Agreement Limited Partnership, as amended from time to time.

"Available Cash" means the Profits or Losses of the Partnership but subject to the following modifications:

(a) Depreciation and cost recovery on property, amortization of any fee and other noncash charges utilized in computing the Partnership's Profits shall not be considered as a deduction in determining Available Cash.

(b) Mortgage amortization, repayment of the debts of the Partnership and any other cash expenditures not deductible in determining Profits or Losses shall be considered as deductions from Available Cash.

(c) If the General Partner shall so determine reasonable reserves shall be established to provide for working capital needs, funds for improvements or replacements or for any other contingencies of the Partnership and the amount allocated to such reserve or reserves from time to time shall be considered as deductions from Available Cash and, conversely, any amounts previously set aside as reserves shall be considered as additions to Available Cash when and to the extent the General Partner determines that such reserves are no longer reasonably necessary in the efficient conduct of the affairs of the Partnership.

(d) Any amounts paid by the Partnership for capital expenditures shall be considered as deductions from Available Cash, unless paid by cash withdrawal from insurance proceeds, any replacement reserve for capital expenditures, or proceeds of debts of the Partnership.

(e) Profits or Losses from Capital Transactions and Cash from Capital Transactions shall not be included in determining Available Cash.

(f) Cash From Refinancings shall not be included in determining Available Cash.

"Capital Account" means with respect to any Partner, the Capital Account maintained in accordance with the provisions of Section 2.07 hereof.

"Capital Contribution" of a Partner means the total amount of cash and agreed fair market value of property (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code

Section 752) contributed to the Partnership (including deemed contributions pursuant to Code Section 708(b)(1)(B)) by such Partner. Any reference in this Agreement to the Capital Contribution of a Partner shall include the Capital Contribution by any predecessor holder of the Partnership interest of such Partner.

"Capital Contribution Account" means an account established for the Preferred Return Partner equal to the cash received by Robert V. Gilbane and Olympic Investment Company from the Preferred Return Partner pursuant to an agreement dated December 31, 1986 and decreased at the time of the distribution to the Preferred Return Partner of Cash From Capital Transactions and/or Cash From Refinancings by the amount of such distribution that is in excess of the Preferred Return.

"Capital Transactions" means the sale, exchange or disposition of any Partnership property that is not in the ordinary course of business, or casualty damage to, or condemnation of, any Partnership property (other than the proceeds of any business or rental interruption insurance).

"Cash From Capital Transactions" means all cash receipts of the Partnership arising from a Capital Transaction less (i) the amount of cash necessary for the payment of all debts and obligations of the Partnership (including nonrecourse debts) related to the particular Capital Transaction, including any prepayment penalties, sales commissions and similar expenses; (ii) the amount of cash paid or to be paid by the Partnership

in connection with such Capital Transaction (which shall include, with regard to damage recoveries or insurance or condemnation proceeds, cash paid or to be paid in connection with repairs, replacements or renewals), and (iii) the amount considered appropriate as reserves by the General Partner.

"Cash From Refinancings" means all cash receipts of the Partnership arising from a Refinancing less (i) the amount of cash necessary for the payment of any loan to the Partnership that is subject to the Refinancing; and (ii) the amount of cash paid or to be paid by the Partnership as expenses in connection with such Refinancing; and (iii) the amount considered appropriate as reserves by the General Partner.

"Code" means the Internal Revenue Code of 1986 and any successor thereto.

"Code Section 705(a)(2)(B) Expenditures" means expenditures described in Code Section 705(a)(2)(B) and any amounts treated as Code Section 705(a)(2)(B) expenditures under Treasury Regulations Section 1.704-1(b)(2)(iv)(i)(2).

"Deficit Capital Account" means for purposes of Section 6.02 hereof, a deficit balance in the Capital Account of any Partner (excluding from each Partner's deficit Capital Account balance the sum of any amount that such Partner is obligated to restore to the Partnership under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Partner's share of minimum gain as defined in Treasury Regulations Section 1.704-1(b)(4)(iv)(c), which is also treated as an obligation to restore in accordance with Treasury Regulations Section 1.704-1(b)(4)(iv)

(f), after the balance in such Partner's Capital Account is reduced by any adjustments, allocations and distributions specified in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) as are reasonably expected to be made to such Partner.

"General Partner" means Gilbane Properties, Inc.

"Limited Partner" means each Person identified in Section 2.06 hereof and any Person who becomes a Substitute Limited Partner respecting all or a portion of the limited partner interest of any Limited Partner.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the limited partnership formed pursuant to this Agreement, as amended from time to time.

"Percentage Interests" means the interests of the Partners as set forth in Section 2.06 hereof.

"Person" means any individual, partnership, corporation, trust or other entity.

"Preferred Return" means, in respect of each taxable year of the Partnership, an amount of cash equal to an annual 6.5% rate of return, payable on or before December 31 in each year commencing December 31, 1987, on the average daily balance in the Capital Contribution Account of the Preferred Return Partner, computed on the basis of actual days elapsed and using a base period of 365 days, to be distributed first from Available Cash, second from Cash from Capital Transactions and third from Cash From Refinancings. The Preferred Return shall be cumula-

tive and any deficiency in the Preferred Return distributed in any year shall be payable without interest in the earliest possible succeeding year.

"Preferred Return Partner" means Arnold B. Chace, Jr. and any Person who acquires an interest in the Partnership from the Preferred Return Partner.

"Profits and Losses" means all items of income, gain, loss, and deduction of the Partnership as determined for federal income tax purposes, provided, however, that to the extent not otherwise taken into account, tax-exempt income shall be treated as an increase in Profits or a decrease in Losses and Code Section 705(a)(2)(B) Expenditures shall be treated as a decrease in Profits or an increase in Losses.

"Project" means the activity described in Section 2.04 hereof.

"Substitute Limited Partner" means any Person admitted to the Partnership as a Limited Partner pursuant to the provisions of Sections 8.01 and 9.01 hereof.

"Treasury Regulations" mean the Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Withdrawing Limited Partners" means Robert V. Gilbane.

ARTICLE II

THE PARTNERSHIP

Section 2.01. Continuation of Partnership

The Partnership shall be continued as a limited partnership

pursuant to the provisions of this Agreement and the Uniform Limited Partnership Act of the State of Rhode Island.

Section 2.02. Name.

The business of the Partnership shall be conducted under the name of Middletown Technology Associates I, Limited Partnership.

Section 2.03. Term.

The Partnership shall continue until December 31, 2050, unless the Partnership is sooner dissolved by the happening of any of the following events: the sale or disposition of all or substantially all of the Partnership property; the termination of the existence or dissolution (voluntary or involuntary), bankruptcy or legal incapacity of a General Partner, unless there is an election by a Limited Partner to continue the business; or the dissolution of the Partnership by operation of law.

Section 2.04. Purpose.

The business of the Partnership shall be to acquire certain land comprised of 5.088 acres located off Forest Avenue in Middletown, Rhode Island, and to construct thereon an office building containing approximately 49,000 square feet to be leased to Aquidneck Data Corporation.

Section 2.05. Principal Office.

The principal place of business of the Partnership shall be Seven Jackson Walkway, Providence, Rhode Island 02940, but other or additional places of business may be selected from time to time by the General Partner.

Section 2.06. Percentage Interests.

The Percentage Interests of the Partners shall be as follows:

<u>Name of Partner</u>	<u>Percentage Interest</u>
GENERAL PARTNER	
Gilbane Properties, Inc.	1.00%
LIMITED PARTNERS	
Olympic Investment Company	48.00%
Arnold B. Chace, Jr.	51.00%

No Partner has agreed to nor shall it be required to make any additional contributions to the capital of the Partnership, except the General Partner as provided in Sections 7.03 and 7.04 hereof.

Section 2.07. Capital Accounts.

(a) A Capital Account shall be maintained for each Partner. It shall be equal to (a) the amount of cash such Partner has contributed to the Partnership plus (b) the fair market value of any property such Partner has contributed (including deemed contributions pursuant to Code Section 708(b)(1)(B)) to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Code Section 752) plus (c) the amount of Profits allocated to such Partner less (d) the amount of Losses allocated to such Partner less (e) the amount of all cash distributed to such Partner less (f) the fair market value of any

property distributed to such Partner (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Code Section 752) and (g) subject to such other adjustments as may be required under the Code and Treasury Regulations. The Capital Account shall be determined and maintained at all times in strict accordance with all of the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv).

(b) Effective for the taxable year of the Partnership beginning January 1, 1987, the Capital Accounts of the Partners shall be adjusted to reflect the fair market value of Partnership property as of January 1, 1987, in the manner that complies with the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv)(r)(1) and 1.704-1(b)(2)(iv)(f)(2), (3) and (4). The Partners agree that the fair market value of the property as of January 1, 1987 is equal to the fair market value of the property on December 31, 1986.

(c) If there is an event specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)(5), such as a disproportionate Capital Contribution of other than a de minimus amount by a new or existing Partner for an interest in the Partnership or a disproportionate distribution of other than a de minimus amount by the Partnership to a Partner for the Partner's Partnership interest, then the Capital Accounts of the Partners shall be adjusted in the manner required by Treasury Regulations Section 1.704-1(b)(4)(i).

(d) Capital Accounts shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, amortization and gain or loss, as computed for book purposes, with respect to property contributed to the Partnership pursuant to Section 6.04(a) hereof and property of the Partnership which is subject to the Capital Account restatement required by Sections 2.07(b) and (c) hereof.

Section 2.08. Loans by Partners

If any Partner shall make loans or lend money to the Partnership or advance monies on its behalf, the amount of any such loan or advance shall not be an increase in the Capital Contribution of such Partner but shall be repayable on such terms and conditions as shall be agreed upon by the advancing partner and the General Partner.

Section 2.09. Authority of the Partnership.

The Partnership is authorized to engage in any activity, perform and carry out contracts of any kind, and do any and all things necessary and proper for the protection and benefit of the Partnership, including without limitation all contracts and agreements relating to the Project.

Section 2.10. Partnership Property.

The property of the Partnership shall be held in the name of the Partnership.

ARTICLE III

RIGHTS AND POWERS OF PARTNERS

Section 3.01. Rights, Powers and Duties of General Partner.

During the continuance of the Partnership, the rights and

liabilities of the General Partner and the Limited Partners, respectively, shall be as follows:

(a) The business of the Partnership shall be managed solely by the General Partner.

(b) The General Partner acting for, in the name and on behalf of the Partnership is hereby authorized, as follows:

- (i) To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;
- (ii) To construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;
- (iii) To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, pledge or other lien or any assets of the Partnership,
- (iv) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the development and in connection therewith to execute any extensions, renewals or modifications of any mortgages on any assets of the Partnership;
- (v) To execute and deliver one or more notes and mortgages and all other documents required in connection with the acquisition, construction, development, improvement, maintenance and operation of any assets of the Partnership;
- (vi) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a Partnership under the laws of the State of Rhode Island.

(c) All instruments or agreements to be executed on behalf of the Partnership shall be signed by the General Partner.

(d) The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of its duties.

(e) The Limited Partners shall take no part in the conduct or control of the Partnership business and shall have no authority or power to act for it to bind the Partnership, provided, that without the written consent of the Preferred Return Partner, there shall be no sale or refinancing of all or substantially all of the Partnership's assets.

ARTICLE IV

ALLOCATIONS OF PROFITS AND LOSSES

Section 6.01. Allocations of Profits and Losses.

(a) For each taxable year of the Partnership, Profits and Losses from other than Capital Transactions shall be allocated in accordance with the Percentage Interests of the Partners, provided, however, that (1) Profits from other than Capital Transactions shall first be allocated to the Preferred Return Partner in the amount of the Preferred Return distributed from Available Cash under Section 7.01 during such taxable year.

(b) For each taxable year of the Partnership, Profits from Capital Transactions shall be allocated in the following order of priority:

(1) First, to the Preferred Return Partner in an amount equal to the excess of the sum of the Preferred Return distributions made under Section 7.01 hereof during preceding taxable years over the sum of Profits allocated to the Preferred Return Partner under Sections 6.01(a)(1) and 6.01(b)(1) hereof during preceding taxable years.

(2) Second, to each Partner in an amount equal to the negative balance, if any, of the Partner's Capital Account in the proportion that the Partner's negative balance bears to the aggregate negative balances of the Partners;

(3) Third, to each Partner in an amount sufficient to restore the Capital Account of the Partner so that it equals the Adjusted Capital Contribution of the Partner, in the proportion that the Partner's excess of Adjusted Capital Contribution over Capital Account bears to the aggregate excess of Adjusted Capital Contributions over Capital Accounts of the Partners; and

(4) Fourth, to the Preferred Return Partner in an amount equal to the sum of the distribution from Cash from Capital Transactions during the taxable year to the Preferred Return Partner of the Preferred Return pursuant to Section 7.01 hereof and the distribution of the Preferred Return that would be made to the Preferred Return Partner during the taxable year under Section 7.01 hereof but for the fact that the distribution is governed by Section 7.02 hereof.

(5) Fifth, in accordance with the Percentage Interests of the Partners.

(c) For each taxable year of the Partnership, Losses from Capital Transactions shall be allocated in the following order of priority:

(1) First, to each Partner in an amount equal to the positive balance, if any, of the Partner's Capital Account, in the proportion that the Partner's positive balance bears to the positive aggregate balances of the Partners;

(2) Second, in accordance with the Percentage Interests of the Partners.

(d) For purposes of Section 6.01 hereof, the determination of a Partner's Capital Account shall be made without taking into account any liabilities treated as a contribution of money pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(c)

(if the Partnership's payment of such liabilities would be treated as a distribution of money pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(c)).

Section 6.02 Qualified Income Offset; Minimum Gain Chargeback.

Notwithstanding Section 6.1 hereof:

(a) No allocations of loss, deduction and/or Code Section 705(a)(2)(B) Expenditures shall be made to any Limited Partner if such allocation would cause the Limited Partner to have a Deficit Capital Account. Such loss, deduction and/or Code Section 705(a)(2)(B) Expenditures shall instead be allocated to the General Partner.

(b) In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain for such year) shall be specially allocated to such Limited Partner in an amount and manner sufficient to eliminate such Limited Partner's Deficit Capital Account, if any, created by such adjustments, allocations, or distributions as quickly as possible. It is the intent that this Section 6.02 be interpreted to comply with the alternate test for economic effect set forth in Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(c) In the event a Limited Partner would have a Capital Account deficit at the end of any Partnership taxable year which is in excess of the sum of any amount that such Partner is obligated to restore to the Partnership under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Partner's share of minimum gain as defined in Treasury Regulations Section 1.704-1(b)(4)(iv)(c), which is also treated as an obligation to restore in accordance with Treasury Regulations Section 1.704-1(b)(4)(iv)(f), the Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of Section 6.02 hereof, if there is a net decrease in the Partnership's minimum gain as defined in Treasury Regulations Section 1.704-1(b)(4)(iv)(c) during a taxable year of the Partnership, in the manner set forth in Treasury Regulations Section 1.704-1(b)(4)(iv)(e) all Limited Partners who would otherwise have Deficit Capital Accounts at the end of such year shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in the amount and the proportions needed to eliminate the Deficit Capital Accounts as quickly as possible in the manner required by Treasury Regulations Section 1.704-1(b)(4)(iv)(e). This Section 6.02(d) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-1(b)(4)(iv) and shall be interpreted consistently therewith.

(e) If any items of income, gain, loss, deduction or Code Section 705(a)(2)(B) Expenditures are specially allocated pursuant to Section 6.02(a), (b), (c) and/or (d) hereof, as soon thereafter as possible (but not in such manner as to contravene Section 6.02 (a), (b), (c) and/or (d) hereof) income, gain, loss, deduction and Code Section 705(a)(2)(B) Expenditures shall be allocated so as to return each Partner's Capital Account to the balance it would have had if no special allocations had been made pursuant to Section 6.02(a), (b), (c) and/or (d) hereof.

Section 6.03. Nonrecourse Liabilities Where a Partner Has
The Economic Risk of Loss.

Notwithstanding Sections 6.01 and 6.02 hereof:

(a) Items of Partnership loss, deduction and Code Section 705(a)(2)(B) Expenditures attributable to Partnership nonrecourse liabilities where a Partner has the economic risk of loss (i.e., loans made by Partners to the Partnership on a nonrecourse basis or nonrecourse loans guaranteed by Partners) shall be allocated in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(4)(iv)(g).

(b) If any items of loss, deduction or Code Section 705(a)(2)(B) Expenditures are specially allocated pursuant to Section 6.03(a) hereof, as soon thereafter as possible (but not in such manner as to contravene Sections 6.02 and 6.03(a) hereof) income, gain, loss, deduction and Code Section 705(a)(2)(B)

Expenditures shall be allocated so as to return each Partner's Capital Account to the balance it would have had if no special allocations had been made pursuant to Section 6.03(a) hereof.

Section 6.04. Tax Allocations.

(a) Notwithstanding anything to the contrary in this Agreement, in accordance with Code Section 704(c) and Treasury Regulations Section 1.704-1(b)(2)(iv), if a Partner contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its fair market value at the time of contribution, with reference first made to the Partners' allocable shares of the book items of income, gain, loss and deduction, and then in accordance with the Percentage Interests of the Partners.

(b) If there is an event specified in Treasury Regulations Section 1.704-1(b)(a)(iv)(f)(5), such as a disproportionate Capital Contribution of other than a de minimus amount by a new or existing partner for an interest in the Partnership or a disproportionate distribution of other than a de minimus amount by the Partnership to a Partner for the Partner's Partnership interest, then income, gain, loss and deductions solely for federal income tax purposes shall be allocated as set forth in Treasury Regulations Section 1.704-1(b)(4)(i) in a manner that

takes into account any variation between the adjusted basis of Partnership property and its fair market value at the time of such event with reference first made to the Partner's allocable shares of book items of Partnership income gain, loss and deductions, and then in accordance with the Percentage Interests of the Partners.

(c) The provisions of Section 6.04(a) and (b) shall also apply to unrealized income or deduction with respect to accounts receivable, accounts payable and other accrued but unpaid items.

ARTICLE VII

DISTRIBUTIONS

Section 7.01. Non-Liquidating Distributions.

Except as provided in Section 7.02 hereof, for each taxable year of the Partnership, Available Cash, Cash from Capital Transactions and Cash From Refinancings shall be distributed to each Partner in the following order of priority:

(a) First, pro rata to the Preferred Return Partner until the Preferred Return Partner has received his Preferred Return; and

(b) Second, to the Partners in accordance with their Percentage Interests.

Section 7.02. Distributions on Liquidation, Dissolution and/or Termination.

(a) Upon dissolution of the Partnership or the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g) (other than a termination of the

Partnership under Code Section 708(b)(1)(B)), after payment of, or adequate provision for, the debts and obligations of the Partnership, the remaining assets of the Partnership, shall be distributed to the Partners in an amount equal to the positive balances in their Capital Accounts (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs) in the same proportion which such Partner's positive balance bears to the aggregate of all such positive balances in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any assets of the Partnership are to be distributed in kind, the Capital Accounts of the Partners shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(e) and such assets shall be distributed on the basis of the fair market value thereof (without taking Code Section 7701(g) into account) and any Partner entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Partners so entitled.

(b) If there is a termination of the Partnership under Code Section 708(b)(1)(B), the assets of the Partnership shall be deemed distributed in kind and the principles of Section 7.02(b) hereof shall apply as if the assets were actually distributed in kind.

Section 7.03. Contributions of General Partner on Liquidation.

In the event the Partnership is liquidated within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), if the Capital Account of a General Partner has a deficit balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such General Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3), which amount shall be distributed to the Partners having positive Capital Accounts after first applying such amounts to pay any outstanding obligations of creditors of the Partnership.

Section 7.04 Liquidation of a Partner's Interest.

Notwithstanding anything to the contrary in the Agreement, upon liquidation of a Partner's interest in the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made to such Partner in accordance with such Partner's positive Capital Account in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2) and if any General Partner has a deficit balance in its Capital Account, it shall be required to contribute to the capital of the Partnership the amount necessary to restore such balance to zero in compliance with

Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3), provided, however, that in accordance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b), all or part of the Partnership interest of the Partner may be purchased by the Partnership or by one or more Partners (or by certain persons related to a Partner) pursuant to an agreement negotiated at arm's-length by persons who at the time such agreement is entered into have materially adverse interests if a principal purpose of such purchase and sale is not to avoid the principles of the economic effect test set forth in Treasury Regulations Section 1.704-1(b)(2)(ii)(a).

ARTICLE VIII

WITHDRAWAL OF GENERAL PARTNER;

TRANSFERABILITY OF PARTNERSHIP INTERESTS

Section 8.01. Assignability of Partnership Interests.

The interest of any Partner shall not be assignable except with the consent of all the Partners.

Section 8.02. Withdrawal of the General Partner.

The General Partner shall not have the right to withdraw voluntarily from the Partnership or sell, assign or encumber its Partnership interest without the prior consent of all the Partners.

Section 8.03. Dissolution or Bankruptcy of the General Partner.

In the event of the dissolution, (voluntary or involuntary), bankruptcy or legal incapacity of the General Partner, one or more of the remaining Partners may elect to continue the business.

ARTICLE IX

INVESTMENT REPRESENTATIONS

Section 9.01. Investment Representations.

Each Partner represents and warrants that it or he is acquiring its or his interest in the Partnership for its or his own account for investment and not with a view to the distribution thereof and such interest will not be transferred in the absence of an opinion of counsel satisfactory to the General Partner of the Partnership that registration is not required under any Federal or State securities or blue-sky law, as then in effect, or that all such registration requirements have been fully complied with.

ARTICLE X

AMENDMENTS TO AGREEMENT

Section 10.01. Entire Agreement; Amendments.

This Agreement contains the entire agreement among the Partners with respect to the transactions contemplated herein and supersedes all prior negotiations, representations, warranties, commitments, offers, discussions, and writings. No modification or amendment of any provision herein shall be effective unless made in writing and duly signed by the General Partner and Limited Partners who own in the aggregate limited partnership interests entitling them to Percentage Interests of not less than 51%. Notwithstanding anything herein to the contrary, without the prior written consent of the General Partner and all of the Limited Partners, this Agreement may not

be amended so as to (i) convert the interest of a Limited Partner into the interest of a General Partner, (ii) modify the limited liability of a Limited Partner, (iii) alter the interest of any Partner in the Profits or Losses or distributions of the Partnership or (iv) extend the term of the Partnership.

ARTICLE XI

RECIPROCAL PURCHASE RIGHTS

For a period of ninety (90) days at the start of each of the fourth, seventh and eleventh years from and after the date of the Amendment, the Preferred Return Partner or the General Partner (on its behalf and on behalf of Olympic Investment Company) may invoke the provisions of this Article XI as follows:

(a) Either Partner may deliver to the other Partners written notice (the "Valuation Notice") stating the value per percent of Percentage Interest in the Partnership which the Partner delivering the Valuation Notice places upon each percent of such Percentage Interest.

(b) The other Partner shall have the right within sixty (60) days after receipt of the Valuation Notice to give written notice (the "Election Notice") to the Partner delivering such Notice stating that it elects to purchase for cash all Percentage Interest of the Partner delivering such Notice for a purchase price equal to the value per percent of Percentage Interest set forth in the Valuation Notice multiplied by the Percentage Interest held by the Partner delivering such Notice.

(c) If no Election Notice is delivered within such sixty (60) day period, then the Partner delivering the Valuation Notice shall have an additional period of sixty (60) days to elect to purchase the interest of the other Partner for a purchase price equal to the value per percent of Percentage Interest set forth in the Valuation multiplied by the total Percentage Interest held by such other Partner.

(d) The closing of the sale of the Percentage Interests to be purchased and sold pursuant to this Article XI shall take place sixty (60) days following the expiration of the 60-day period set forth in subparagraph (c) above (and if such 60th day is not a business day, on the first business day thereafter), at which time payment of the purchase price in cash shall be made and appropriate instruments shall be executed to effect the sale of such Percentage Interests. The purchasing Partners shall, at such closing, deliver to the selling Partners participating in any such sale (i) evidence that any notes, mortgages and other obligations on which any selling Partner may be liable by reason of their interest in the Partnership have been paid and discharged or (ii) agreement(s) from the holder(s) of such indebtedness releasing the selling Partner from any further personal obligation thereon. In addition, at the closing, all obligations of the Partnership to the selling Partner shall be paid in full. All Percentage Interests to be conveyed shall be conveyed free and clear of all liens and encumbrances. The closing shall take place at the offices of the Partnership unless otherwise agreed in writing by all participants to the sale.

(e) The purchasing Partner shall thereafter indemnify and save harmless the selling Partner from any and all liabilities and obligations of the Partnership except those created by the selling Partner which are not reflected in the Partnership records.

(f) During the period in which a proposed purchase/sale of a Partnership Interest is pending pursuant to the provisions of this Article XI, the Partnership business shall be conducted solely in the ordinary course of business. To the extent that, on the closing date, cash shall be available for distribution to the Partners pursuant to the provisions of this Agreement, such distributions shall be made as of the closing date and prior to the conveyance by the selling Partner to the purchasing Partner on the closing date.

(g) If the purchasing Partner shall fail to consummate the purchase pursuant to this Article XI, the selling Partner shall have, in addition to, and without limiting the availability of any other rights or remedies for such default the right to purchase the interest of the defaulting Partner at a price equal to seventy-five percent (75%) of the price otherwise established pursuant to this Article XI, and upon all of the other terms, provisions, and conditions set forth in this Article XI. Such alternative remedy may be exercised at any time by written notice from the selling Partner to the

purchasing Partner given within four (4) months after the occurrence of such default.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

Witness:

Arnold B. Chace, Jr.
As to all

GILBANE PROPERTIES, INC.

By Robert V. Gilbane
Title: President

Witness:

OLYMPIC INVESTMENT COMPANY

By Robert V. Gilbane
Title: President

Witness:

Arnold B. Chace, Jr.
(Arnold B. Chace, Jr.)

Witness:

Robert V. Gilbane
(Robert V. Gilbane)

MIDDLETOWN TECHNOLOGY ASSOCIATES I, LIMITED PARTNERSHIP
AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

AGREEMENT OF AMENDMENT, dated as of the 31st day of December, 1986, by and among GILBANE PROPERTIES, INC., a Rhode Island corporation, as General Partner, OLYMPIC INVESTMENT COMPANY, a Rhode Island corporation, and ARNOLD B. CHACE, JR. of Providence, Rhode Island, as Limited Partners and ROBERT V. GILBANE of East Greenwich, Rhode Island as withdrawing Limited Partner.

PRELIMINARY STATEMENT

Middletown Technology Associates I was formed as a limited partnership under the laws of the State of Rhode Island pursuant to a Limited Partnership Agreement (the "Agreement") dated as of August 9, 1984 by and among Gilbane Properties, Inc., Olympic Investment Company and Robert V. Gilbane. A Certificate of Limited Partnership was filed with the Secretary of State of Rhode Island on August 10, 1984. The Agreement was amended pursuant to an agreement dated December 30, 1986, under which Olympic Investment Company and Robert V. Gilbane agreed to make additional capital contributions to the Partnership.

The purposes of this Amendment to the Agreement are to:

(1) reflect the fact that a termination of the Partnership under Section 708(b)(1)(B) of the Internal Revenue Code of 1986 occurred on December 31, 1986 upon the purchase by Arnold B. Chace, Jr. of all of the 2.5% Partnership profits and capital

EXHIBIT A
MIDDLETOWN TECHNOLOGY ASSOCIATES I, LIMITED PARTNERSHIP
SCHEDULE OF FAIR MARKET VALUE, BASIS, &
PERMANENT LOAN AMOUNT
at 12/31/86

	<u>BASIS</u>	<u>FAIR MARKET VALUE</u>
LAND	\$ 329,671	\$ 577,149
BUILDING	2,925,566	5,857,502
BUILDING EQUIP.	67,236	131,319
INTANGIBLES	253,087	253,087
CASH	<u>22,119</u>	<u>22,119</u>
TOTAL	\$ <u>3,597,679</u>	\$ <u>6,841,176</u>
PERMANENT LOAN AMOUNT		\$ <u>3,900,000</u>

CP50 50.00
CHEK 50.00
01/06/87 PAID 0112A001

DEC 21 1986