

SEEKONK ASSOCIATES, L.P.

**AMENDED AND RESTATED CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP**

THIS AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP is made as of the 5th day of February, 1993, by and between those persons, as General Partner and Limited Partners, as the case may be, who have signed this Agreement or a counterpart hereof.

WITNESSETH:

WHEREAS, the parties hereto have formed Seekonk Associates, L.P., a limited partnership for the purpose of acquiring (by lease, purchase or otherwise), improving, constructing, developing, owning, maintaining, operating, selling, leasing, managing, disposing of and otherwise dealing in the Property (as hereinafter defined), pursuant to a *Certificate and Agreement of Limited Partnership* dated December 15, 1986 (the "Original Certificate of Limited Partnership"), as amended by a *Consent to Amend Partnership Agreement* dated December 23, 1986, and by a *Consent to and Amendment of Partnership Agreement* dated February 5, 1993 (the Original Certificate of Limited Partnership, as amended, is hereinafter referred to as the "Certificate and Agreement of Limited Partnership"); and

WHEREAS, the parties hereto desire to amend and restate the Certificate and Agreement of Limited Partnership of Seekonk Associates, L.P. in its entirety as set forth below.

NOW, THEREFORE, the parties hereto each in consideration of the agreements and declaration of the others, mutually covenant, agree and declare that the Certificate and Agreement of Limited Partnership shall be amended and restated in its entirety to read as follows:

ARTICLE I

**Creation of Partnership; Name and
Principal Place of Business; Term**

1.01 There is hereby created a limited partnership (the "Partnership") pursuant to the Rhode Island Uniform Limited Partnership Act (the "Uniform Act").

1.02 The Partnership shall be conducted under the firm name and style of Seekonk Associates, L.P.

1.03 The principal place of business of the Partnership shall be at 85 Whipple Street, Providence, Rhode Island 02908. The Partnership may maintain such additional offices at such other places as the General Partner may hereafter determine. The name and address of the registered agent of the Partnership upon which service of process may be obtained is Peter P. D. Leach, Esq., Updike, Kelly, Spellacy & Del Sesto, 1492 Turks Head Building, Providence, RI 02903.

1.04 The term of the Partnership shall commence on the date of the filing for record of the Original Certificate of Limited Partnership of the Partnership in the Office of the Secretary of State of Rhode Island, and shall continue until December 31, 2030, unless the Partnership shall be sooner terminated as provided in Section 13.01.

Handwritten signature/initials

ARTICLE II

Definitions

Wherever used in this Agreement, unless the context clearly indicates otherwise, the following words shall have the meanings indicated:

"Affiliated Person" means any (i) General Partner, (ii) member of the immediate family of any General Partner (iii) legal representative, successor or assignee of any person referred to in the preceding clauses (i) and (ii), (iv) trustee of a trust for the benefit of any person referred to in the preceding clauses (i) and (ii), (v) entity of which a majority of the voting interests is owned by any one or more of the persons referred to in the preceding clauses (i) through (iv), (vi) person who owns 15% or more of the common stock of any corporate General Partner, or (vii) person who is an officer, director, trustee, employee, stockholder (15% or more) or partner of any entity or person referred to in the preceding clauses (i), (iii), (v) and (vi).

"Agreement" means this certificate and agreement of limited partnership.

"Bankruptcy" means as to any Partner,

- (1) Entry of an Order for Relief by or against such Partner pursuant to the Bankruptcy Code of the United States of America;
- (2) The appointment of a permanent receiver for such Partner or a substantial portion of such Partner's assets;
- (3) The making by such Partner of a general assignment for the benefit of creditors;
- (4) Any attachment of, or the entry of any court order charging, the interest of such Partner in the Partnership which attachment or order shall remain undismissed for at least (30) days; or
- (5) The commencement by such Partner of any proceedings seeking the dissolution or liquidation of such Partner;

"Capital Account" means, with respect to each Partner, the record of the effect of his capital contribution and of each item of income, gain, loss or deduction or cash distribution allocated to him upon his economic or equity interest in the Partnership. Each Partner's Capital Account shall be maintained as set forth in Section 6.03 hereof.

"Cash Flow" means the excess of the cash receipts from day to day Partnership operations over (1) the cash needed to pay expenses arising from day to day Partnership operations, including debt service on any Partnership financing, and (2) the cash needed in the reasonable judgment of the General Partner to fund a reasonable reserve for working capital needs, replacements, improvements, or other Partnership contingencies.

"Fiscal Year" means the fiscal year of the Partnership, which shall be the calendar year.

"General Partner" means the person or persons specified in Article IV of this Agreement.

"Limited Partner" means a person specified in Article V of this Agreement and a Substituted Limited Partner.

"Profits" or "Losses" means the net income and losses (or items thereof) of the Partnership as determined in accordance with the accounting methods followed by the Partnership for federal income tax purposes. "Profits" and "Losses" shall include net gains and losses as computed for federal income tax purposes from the sale or other disposition of all or part of the Partnership property or any other event or transaction not in the ordinary course of day to day Partnership operations (including the liquidation of the Partnership).

"Partner" means any partner, whether a General Partner, Limited Partner or Substitute Limited Partner.

"Partnership" means the partnership created in this Agreement.

"Percentage Interest" means, with respect to any Partner, that fraction whose numerator is the amount of cash and the agreed value of any property contributed to the Partnership by that Partner and set forth on Schedule A, as amended at the time of reference thereto, and whose denominator is the total amount of cash and agreed value of any property contributed to the Partnership by all Partners and set forth on Schedule A, as amended at the time of reference thereto.

"Property" means any property (real or personal) that the Partnership may elect to purchase or otherwise invest in described on Schedule B attached hereto and incorporated herein by reference, together with the buildings and other improvements now existing or hereafter constructed thereon.

"Retirement" (including the verb form "Retire" and the adjective form "Retiring") means, as to a General Partner, the occurrence of death, adjudication of insanity or incompetence, Bankruptcy, dissolution, or voluntary or involuntary withdrawal from the Partnership for any reason. Involuntary withdrawal shall occur whenever a General Partner may no longer continue as a General Partner by law or pursuant to the terms of this Agreement or because of disability lasting for more than three months that prevents the performance of his duties hereunder.

"Substitute Limited Partner" means a person admitted to all the rights of a Limited Partner pursuant to the provisions of Article X or Article XII of this Agreement.

"Uniform Act" means the Rhode Island Uniform Limited Partnership Act, as the same is hereafter amended from time to time.

"Withdrawal Notice" has the meaning set forth in Section 13.01 hereof.

ARTICLE III

Purposes and Authorized Acts

3.01 The purposes of the Partnership are to acquire (by lease, purchase or otherwise), develop, improve, construct, own, maintain, operate, manage, lease, sell, dispose of and otherwise deal with the Property. The Partnership shall not engage in any other business or activity.

3.02 Subject to the terms hereof and to applicable law, the Partnership, acting through its General Partner without the consent of the Limited Partners, is authorized to perform all acts necessary, convenient or incidental to the effectuation of its purposes, and to perform any other acts permitted by applicable law without regard to Partnership purposes, including without limitation:

- (i) To acquire by purchase, lease or otherwise the Property and any other 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, lease or otherwise dispose of all or part of the Property and any other 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 evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, including borrowings from Partners or Affiliated Persons, and, in the sole discretion of the General Partner, to secure the same by mortgage, pledge or other lien on the Property or any other assets of the Partnership.
- (iv) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the Property and in connection therewith to execute any extensions, renewals, or modifications of any such mortgages on the Property.
- (v) To enter into, perform and carry out architectural, engineering, development, construction, and management contracts and other contracts of any kind, including such contracts with Partners or Affiliated Persons, necessary to, in connection with, or convenient or incidental to, the accomplishment of the purposes 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 convenient 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.

ARTICLE IV

General Partner and its Contributions

4.01 The General Partner shall be Goodall/Seekonk, Inc. The General Partner has contributed to the capital of the Partnership the cash and property whose agreed value is specified in Schedule A.

ARTICLE V

Limited Partners and Their Contributions

5.01 The Limited Partners shall be Leach Associates and Murray Friedman, along with any other persons or entities listed as Limited Partners on Schedule A, as such Schedule A may be amended from time to time upon the admission to the Partnership of additional Limited Partners pursuant to Section 5.02 hereof, or upon the admission of a Substitute Limited Partner pursuant to Section 10.02 hereof. The Limited Partners have contributed to the capital of the Partnership the cash and property whose agreed value is specified in Schedule A, as such Schedule A may be amended from time to time.

5.02 The General Partner may admit additional Limited Partners from time to time in its sole discretion, provided that such additional Limited Partners have executed and acknowledged a counterpart to this Agreement or have otherwise evidenced in writing their agreement to be bound by the terms hereof in such manner as the General Partner shall determine.

ARTICLE VI

Allocation of Profits and Losses; Maintenance of Capital Accounts

6.01 Profits and Losses of the Partnership shall be determined annually, without considering Profits or Losses of any prior or subsequent period.

6.02 Profits, Losses and tax credits of the Partnership shall be allocated or chargeable to the General Partner and to the Limited Partners in proportion to their respective Percentage Interests.

6.03 The Partnership shall maintain on its books a Capital Account for each Partner, and all Profits, income exempt from tax, and gain (or items thereof) and Losses and deductions

ARTICLE IV

General Partner and its Contributions

4.01 The General Partner shall be Goodall/Seekonk, Inc. The General Partner has contributed to the capital of the Partnership the cash and property whose agreed value is specified in Schedule A.

ARTICLE V

Limited Partners and Their Contributions

5.01 The Limited Partners shall be Leach Associates and Murray Friedman, along with any other persons or entities listed as Limited Partners on Schedule A, as such Schedule A may be amended from time to time upon the admission to the Partnership of additional Limited Partners pursuant to Section 5.02 hereof, or upon the admission of a Substitute Limited Partner pursuant to Section 10.02 hereof. The Limited Partners have contributed to the capital of the Partnership the cash and property whose agreed value is specified in Schedule A, as such Schedule A may be amended from time to time.

5.02 The General Partner may admit additional Limited Partners from time to time in its sole discretion, provided that such additional Limited Partners have executed and acknowledged a counterpart to this Agreement or have otherwise evidenced in writing their agreement to be bound by the terms hereof in such manner as the General Partner shall determine.

ARTICLE VI

Allocation of Profits and Losses; Maintenance of Capital Accounts

6.01 Profits and Losses of the Partnership shall be determined annually, without considering Profits or Losses of any prior or subsequent period.

6.02 Profits, Losses and tax credits of the Partnership shall be allocated or chargeable to the General Partner and to the Limited Partners in proportion to their respective Percentage Interests.

6.03 The Partnership shall maintain on its books a Capital Account for each Partner, and all Profits, income exempt from tax, and gain (or items thereof) and Losses and deductions

(or items thereof) shared by the Partners shall be credited or charged, as the case may be, to their Capital Accounts. In addition, each Partner's Capital Account will be credited with the cash and the fair market value of property contributed to the Partnership (net of liabilities assumed by the Partnership and liabilities to which such contributed property is subject) and shall be debited with the cash and the fair market value of property distributed to him (net of liabilities assumed by such Partner and liabilities to which such distributed property is subject) and his distributive share of expenditures of the Partnership that are not deductible in computing taxable income and are not normally chargeable to Capital Account. Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of a Partner for purposes of this Agreement, the Capital Account of the Partner shall be determined after giving effect to the allocation for the Partnership's current year of Profits and Losses and all distributions for such year that decrease such Partner's Capital Account. Loans by any Partner to the Partnership shall not be considered contributions to the capital of the Partnership and shall not be reflected in the Partners' Capital Accounts. A Partner shall not be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, except as specifically provided in this Agreement. No Partner shall be liable for the return of the capital contributions, or any portion thereof, of any Partner; it being expressly understood that such return shall be made solely from the assets of the Partnership. Upon the sale, exchange, or other transfer of a Partnership interest, or the assignment of such interest to a Substitute Limited Partner, the Capital Account of the transferor Partner attributable to that interest shall carry over to the transferee Partner; provided, that in the case of a sale, exchange, or other transfer when the Partnership has an election under Section 754 of the Internal Revenue Code of 1954, as amended, in effect under Section 7.05 hereof, the Partner who receives the benefit or detriment of the special basis adjustment under Code Section 743 may make a corresponding adjustment to his Capital Account.

Prior to the distribution of any property to a Partner (whether in connection with a liquidation or otherwise), the Capital Accounts of the Partners will first be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in such property (that has not been previously reflected in the Capital Accounts) would be allocated among the Partners if there were a taxable disposition of such property for the fair market value of such property (taking into account Section 7701(g) of the Internal Revenue Code) on the date of distribution.

ARTICLE VII

Distribution of Cash Flow and Proceeds of Transactions Not in the Ordinary Course of Business

7.01 Cash Flow of the Partnership shall be distributed to the Partners, at such times as the General Partner deems advisable but in no event less than once in each Fiscal Year, in proportion to the Partners' respective Percentage Interests.

7.02 Upon the sale or other disposition of all or substantially all the assets of the Partnership, the refinancing of any mortgage, or any other transaction not in the ordinary course of day to day Partnership operations, the proceeds from such transaction shall be applied (after the allocation of Profits and Losses pursuant to Section 6.02 hereof) in the following order of priority:

- (i) To the payment, to the extent required by any lender or creditor (excluding any loans or advances that may have been made by the Partners to the Partnership), of all debts, obligations and liabilities of the Partnership and to the payment of taxes then due and payable. Should there be any contingent debts, commitments, obligations or liabilities, a reserve shall be set up to meet such items, and if and when or to the extent that said contingency shall cease to exist, the moneys or other assets, if any, in reserve, shall be distributed as hereinafter provided in this Section 7.02.
- (ii) To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership but if the amount for such repayment shall be insufficient, then pro rata on account thereof.
- (iii) To the repayment, pro rata, to the Partners of their respective capital contributions, to the extent not previously returned pursuant to this Section 7.02.
- (iv) The balance, if any, to the Partners in proportion to their respective Percentage Interests.

7.03 Upon termination of the Partnership and the abandonment of further intention of utilizing the properties or business of the Partnership, the assets of the Partnership shall be

liquidated as promptly as practicable. The provisions of this Section 7.03 shall be subject to the rights of the General Partner or its successors to continue the business of the Partnership for the purpose of winding up the affairs of the Partnership. During the liquidation of the Partnership, the General Partner in its sole discretion shall determine whether or not any asset is suitable for distribution in kind. In liquidating the assets of the Partnership, all assets of a saleable value which the General Partner determines are not suitable for an equitable distribution in kind, shall be sold at public or private sale as the General Partner may deem it advisable. It is agreed that any Partner may purchase said assets at said sale. The General Partner shall give at least 15 days' prior written notice (in which the assets to be sold and the time, date, location and condition of sale shall be specified) to the Limited Partners of any such liquidating sale of all or any part of the Partnership's assets. Upon liquidation of the assets of the Partnership, the cash proceeds from the sale of Partnership assets and the other unliquidated assets of the Partnership shall be applied in the order of priority set forth in Section 7.02 hereof, provided that the expenses of liquidation shall be considered an obligation payable pursuant to Section 7.02(i)..

7.04 No General or Limited Partner shall have any right to demand or receive property other than cash, in respect of any part of his contribution to the capital of the Partnership or a share of the Partnership's Profits or any distribution. A Partner shall have a right to distributions of cash, including the return of his capital contribution, only in the circumstances set forth herein.

7.05 In the event of the assignment of an interest in the Partnership, or in the event of the distribution of Partnership property to any party hereto, if the General Partner in its sole discretion deems it appropriate, the Partnership may file an election pursuant to Section 754 of the Internal Revenue Code of 1954, as amended, (the "Code") to cause the basis of the Partnership's assets to be adjusted for federal income tax purposes as provided by Sections 734 and 743 of the Code. In the event of the assignment of an interest in the Partnership or the admission of a new Partner, allocation of the distributive share of Profits, Losses, Cash Flow and other distributions between the assignor and assignee (or between the old Partners and the new Partners, as the case may be) attributable to the assigned interest shall be made in accordance with Section 706 of the Internal Revenue Code, using any method permitted by law and selected by the General Partner. The same allocation method shall apply, as between the withdrawing Partner and those Partners who succeed to

his interest, in the case of a liquidation of a Partnership interest.

ARTICLE VIII

Powers, Duties and Liabilities of General Partner

8.01 The General Partner shall be responsible for the management of the Partnership and shall transact all business for the Partnership. The General Partner shall have complete discretion in its management of all aspects of Partnership affairs.

8.02 Any Partner may engage in any other business of any nature independently or with others, and neither the Partnership nor the other Partners shall have any rights with respect to any such other ventures.

8.03 The General Partner shall be the agent of the Partnership for the purposes of its business.

8.04 The General Partner shall keep books of account and complete records of the operations of the Partnership, which shall be open for inspection by all Partners at the offices of the General Partner at all reasonable times. Annual statements of the operations of the Partnership, including appropriate financial statements, which may be unaudited, and a report on the status of the Partnership's operations and any material facts related thereto, shall be sent to each Partner within 75 days after the end of each fiscal year of the Partnership. Such annual statements shall be accompanied by a report showing the addressee Partner's share of Profits or Losses of the Partnership for federal income tax purposes.

8.05 The General Partner shall be entitled to reimbursement from Partnership funds for all reasonable expenses incurred on behalf of the Partnership.

8.06 The General Partner shall be liable to the Partnership or to the other Partners only for a willful breach of its fiduciary duty.

ARTICLE IX

Powers, Duties and Liabilities of Limited Partners

9.01 No Limited Partner (except one who may also be a General Partner and then only in his capacity as General Partner) shall participate in the management of the business of the Partnership nor shall any Limited Partner have any power or authority to act for or bind the Partnership.

9.02 Notwithstanding anything to the contrary contained in this Agreement, no Limited Partner (other than one who is also a General Partner) shall in any event be personally liable for any debt, obligation, or loss of the Partnership except from the capital contributed or agreed to be contributed by him, or except in the circumstances described in the Uniform Act.

ARTICLE X

Assignability of Partnership Interests

10.01 The General Partner shall not mortgage, transfer or sell its interest as a General Partner in the Partnership, or substitute an assignee in its place, except with the consent of all of the Limited Partners.

10.02 No Limited Partner may substitute an assignee in his place without the consent of the General Partner, which consent may be withheld in its sole and absolute discretion. No assignee of a Limited Partner's interest shall have the right to be admitted as a Substitute Limited Partner in place of his assignor unless:

- (a) the assignor shall designate in writing satisfactory to the General Partner his intention that his assignee is to become a Substitute Limited Partner;
- (b) the assignee shall agree in writing to be bound by all of the terms of this Agreement;
- (c) the General Partner consents, which consent may be withheld in the General Partner's sole and absolute discretion, in writing to the admission of the assignee as a Substitute Limited Partner;
- (d) the assignee shall execute and/or deliver such instruments, including without limitation, an opinion

of counsel that such proposed assignment and substitution does not violate state or federal securities laws, as the General Partner deems necessary or desirable to effect his admission as a Substitute Limited Partner and to evidence his acceptance of the terms of this Agreement; and

- (e) the assignee shall pay all reasonable expenses in connection with his admission as a Substitute Limited Partner.

10.03 An assignee who does not become a Substitute Limited Partner shall succeed only to the rights of his assignor to receive distributions from the Partnership as provided in Articles VII and XIII.

ARTICLE XI

Death or Insanity of a Limited Partner

11.01 The death, insanity, incompetency or Bankruptcy of a Limited Partner shall not dissolve or terminate the Partnership. The legally appointed executor, administrator, guardian or conservator, as the case may be, and any legally appointed successor to such administrator, executor, guardian, or conservator of a deceased, incompetent, or insane Limited Partner shall have all the rights of a Limited Partner for the purpose of settling his estate. The estate of a deceased, incompetent, or insane Limited Partner shall be liable for all his liabilities as a Limited Partner.

ARTICLE XII

Retirement, Death, Insanity or Bankruptcy of a General Partner

12.01 A General Partner may voluntarily Retire as a General Partner by written resignation delivered to all other Partners.

12.02 In the event of the Retirement of a General Partner, the remaining General Partner or General Partners, if any, may elect to continue the business of the Partnership or to terminate and dissolve the Partnership.

12.03 Any Retired General Partner, or the legally appointed successors in interest including without limitation the executor, administrator, guardian or conservator, as the case may

be, of a deceased, insane or incompetent General Partner, and any legally appointed successor to such executor, administrator, guardian or conservator, and the successors in interest of a dissolved General Partner, shall become, effective upon the date of such retirement, a Limited Partner, and as such shall not have any right to participate in the management of the affairs of the Partnership and shall be entitled to only the allocation of Profits, Losses, distributions or rights upon liquidation attributable to his Percentage Interest.

12.04 In the event of the Retirement of all General Partners named herein, the Partnership shall terminate and be dissolved unless continued pursuant to the terms of Section 14.01 hereof.

ARTICLE XIII

Purchase of Partnership Interest by Limited Partner

13.01 Notwithstanding anything to the contrary contained herein, Murray Friedman may offer to purchase the interests of the General Partner and of Leach Associates in the Partnership together, as a unit, and Leach Associates may offer to purchase the interest of the General Partner and of Murray Friedman in the Partnership together, as a unit, by serving written notice of its intention to do so upon the Partners whose interests are sought to be purchased at their address (the "Withdrawal Notice").

a. The Withdrawal Notice shall constitute an offer by the Limited Partner giving it (hereinafter referred to as the "Withdrawing Partner"), at the option (the "Option") of the Limited Partner receiving such notice, either to sell his Partnership interest or to purchase the Partnership interest of the non-Withdrawing Partner and shall set forth a proposed valuation. The price for the purchase or sale of a Partner's Partnership interest shall be an amount equal to the product of the Partner's percentage interest in Partnership Profits and Losses set forth on Schedule A, multiplied by the valuation of the Partnership in the Withdrawal Notice.

13.02 If a Withdrawal Notice shall have been given as provided in Section 13.01 hereof, the Partner to whom such notice is directed shall have thirty (30) days from the date such notice is received to notify the Withdrawing Partner of its intention either (i) to purchase the Partnership interest of the Withdrawing Partner at the purchase price for such interest as determined in accordance with this Agreement or (ii) to sell its Part-

nership interest to the Withdrawing Partner at the purchase price determined in accordance with this Agreement. If the Partner to whom such notice is directed shall fail to take any action within such 30-day period, he shall be deemed to have accepted the offer of the Withdrawing Partner to purchase the Withdrawing Partner's Partnership interest.

13.03 The closing of any purchase by one Partner of the Partnership interest of the other Partner pursuant to this Section 13 shall be held at the principal office of the Partnership sixty (60) days after the date of receipt of the Withdrawal Notice given pursuant to Section 13.01 hereof, or at another time mutually agreed upon by the Partners. such closing shall not result in the dissolution of the Partnership and the Selling Partner shall transfer his Partnership interest to the purchasing Partner free and clear of all liens, security interests and competing claims, and shall deliver to the Partnership and the purchasing Partner such instruments of transfer and such evidence of due authorization, execution and delivery and the absence of any liens, security interests, or competing claims as the Partnership or the purchasing Partner shall reasonably require. At the closing, the purchasing Partner shall pay to the selling Partner the purchase price of such selling Partner's Partnership interest by certified or official bank check payable to the order of such selling Partner, or shall pay the purchase price upon such reasonable terms and conditions as are mutually agreed upon by the purchasing and selling Partners.

ARTICLE XIV

Termination and Dissolution

14.01 The Partnership shall terminate upon the first to happen of any of the following events:

- (a) The expiration of the term specified in Section 1.04; or
- (b) the Retirement of all General Partners; or
- (c) the sale of all or substantially all of the Property;

provided, however, that, upon the Retirement of the sole remaining General Partner, the remaining Partners may elect to reconstitute the Partnership and continue the business of the Partnership for the balance of the term specified in Section 1.04 by selecting a successor General Partner.

14.02 Upon the termination of the Partnership, the assets of the Partnership shall be liquidated as promptly as possible and the proceeds shall be applied in the order and in the manner set forth in Section 7.03 hereof.

14.03 Upon termination and liquidation a statement, prepared by the General Partner, shall be sent to each Partner within sixty (60) days after liquidation setting forth the assets and liabilities of the Partnership.

ARTICLE XV

Interested Transactions; Loans by Partners

15.01 Any Affiliated Person or any Partner may act as attorney for, deal and contract with and be employed by the Partnership, and any Partner or Affiliated Person may be in any manner interested in or connected with any corporation, association or business in which the Partnership is directly or indirectly interested, including without limitation real estate entities in which the Partnership has invested or proposes to invest and entities or persons for which the Partnership is performing or proposes to perform services, all in the same manner and with the same freedom as though not a Partner and without accountability for any profit, benefit or compensation received in connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship.

15.02 If a Limited Partner, upon consent of the General 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 Limited Partner or entitle him to any increase in his share of the Profits or distributions of the Partnership or subject him to any greater proportion of the Losses which it may sustain, but shall be repayable on such terms and conditions as shall be agreed upon by the advancing Limited Partner and the General Partner.

ARTICLE XVI

Indemnification

Each General Partner shall be entitled to indemnity from the Partnership for any act performed by it within the scope of authority conferred upon it by this Agreement providing such General Partner acted in good faith and in a manner it reasonably believed to be in, or not opposed to, the best interests of the

Partnership and its Partners, and such General Partner had no reasonable grounds to believe that its conduct was unlawful except that no indemnification shall be made in respect to any claim, issue or matter as to which such General Partner shall have been adjudged to be liable for willful misconduct in the performance of its fiduciary duty to the Partnership, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, in view of all circumstances of the case, such General Partner was fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper; provided, however, that any indemnity under this provision shall be provided out of and to the extent of Partnership assets only, and no Limited Partner shall have any personal liability on account thereof.

ARTICLE XVII

Miscellaneous

17.01 Each of the Limited Partners hereby constitutes and appoints the General Partner and the President and any Vice President of any corporate General Partner, his true and lawful attorney, in his name, place and stead to make, execute, sign, swear to acknowledge and file all certificates required under the Uniform Act and all amendments to such certificates and to execute any other instruments, such as fictitious name certificates, in connection with Partnership business which may be required by the laws of Rhode Island or any other applicable jurisdiction, including, but not limited to, the execution, acknowledgment, swearing to, delivering, filing and recording of all documents, conveyances, leases, contracts, loan documents, and/or counterparts hereof, the execution and filing of appropriate documents with any lender, and all other documents which the General Partner deems necessary or reasonably appropriate:

- (a) To qualify or continue the Partnership as a Limited Partnership or otherwise to permit the Partnership to carry out its business as contemplated herein in accordance with applicable law;
- (b) To reflect a modification of the Partnership or an amendment of this Agreement pursuant to the terms hereof or to reflect a technical correction or clarification that does not (i) extend the term of the Partnership as set forth in Section 1.04 hereof, (ii) amend Section 17.09, (iii) increase the liability of a Limited Partner, or (iv) change

the capital contributions required of the Limited Partners, their rights and interests in Profits, Losses, Cash Flow, and other Partnership distributions or their rights upon liquidation or termination;

- (c) To accomplish the purposes and carry out the powers of the Partnership as set forth herein; or
- (d) To reflect the dissolution and termination of the Partnership.

No General Partner shall take any action as an attorney-in-fact for any Limited Partner which would in any way increase the liability of said Limited Partner beyond the liability expressly set forth in this Agreement.

The appointment by each Limited Partner of each General Partner and the aforementioned corporate officers of any corporate General Partner as aforesaid as attorneys-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Limited Partners and the General Partner under this Agreement will be relying upon the power of the General Partner and the said officers to act as contemplated by this Agreement in such filing and other action by them on behalf of the Partnership. The foregoing power of attorney shall be irrevocable and shall survive the assignment by any Limited Partner of the whole or any part of his interest hereunder, shall be binding on any assignee or vendee of a Limited Partnership interest hereunder or any portion thereof, including any assignee or vendee of only the distribution rights relating thereto, and shall survive the death, incompetency or legal disability of any Limited Partner.

17.02 Any notices required to be given hereunder shall be effective if mailed, postage prepaid, to the Partnership at its principal place of business as set forth in Section 1.03 hereof and to the Partners at their last known addresses appearing on the records of the Partnership.

17.03 With respect to the terms of this Agreement, the existence and terms of any amendments hereto, and the identity, decisions and actions of the Partners, all persons may rely conclusively on the facts stated in a certificate signed and acknowledged by a General Partner.

17.04 The provisions of this Agreement shall be construed, administered and enforced according to the laws of the State of Rhode Island.

17.05 Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

17.06 The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

17.07 This Agreement shall be binding upon and inure to the benefit of all parties hereto and their heirs, assigns, and legal representatives.

17.08 This Agreement may be signed in one or more counterparts and all counterparts so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart, provided, however, that no such counterpart shall be binding on the Partnership unless accepted in writing by the General Partner.

17.09 This Agreement may be amended with the consents of the General Partners and the Limited Partners whose Percentage Interests represent a majority of the Percentage Interests of all Limited Partners except that all the Limited Partners must give their consent in writing to any amendment which would (i) extend the term of the Partnership as set forth in Section 1.04 hereof, (ii) amend this Section 17.09 (iii) increase the liability of a Limited Partner or (iv) change the capital contributions required of the Limited Partners, their rights and interests in Profits, Losses, Cash Flow, and other distributions of the Partnership, or their rights upon liquidation or termination thereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day, month and year first above written.

GENERAL PARTNER

GOODALL/SEEKONK, INC.

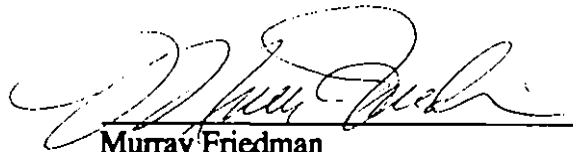
By


James H. Leach, President

LIMITED PARTNERS:

LEACH ASSOCIATES

By 
Peter P. D. Leach, General Partner


Murray Friedman

Schedule A

<u>General Partner</u>	<u>Capital Contributed</u>	<u>Percentage Interest</u>
Goodall/Seekonk, Inc. c/o The Goodall Corporation 85 Whipple Street Providence, Rhode Island 02908	* Assets valued at \$3,600	2%

<u>Limited Partners</u>	<u>Capital Contributed</u>	<u>Percentage Interest</u>
Leach Associates 1492 Turks Head Building Providence, R.I. 02903	* Assets valued at \$88,200	49%
Murray Friedman 30 Winfield Road Providence, Rhode Island 02906	* Assets valued at \$88,200	49%

* The Assets listed above refer to certain contractual rights to purchase property which each Partner has contributed to this Limited Partnership.

Schedule B

TRACT I

That certain tract or parcel of land situated on the easterly side of Fall River Avenue in the Town of Seekonk, County of Bristol and Commonwealth of Massachusetts, described as follows:

Beginning at a point in the easterly location line of the discontinuance of the 1910 State Highway Layout of Fall River Avenue, said point being two hundred sixty seven and 37/100 (267.37) feet northwesterly of the intersection of the easterly location line of the 1910 State Highway Layout of Fall River Avenue with the easterly location line of the 1928 State Highway Alteration of Fall River Avenue; thence northeasterly, forming an interior angle of one hundred five degrees and forty three minutes (105° 43') with said highway line, nine hundred forty three (943) feet to a point for a corner; thence turning an interior angle of seventy five degrees, ten minutes and seventeen seconds (75° 10' 17") and running seven hundred seventeen and 18/100 (717.36) feet to a point for a corner; thence turning an interior angle of seventy six degrees, seven minutes and forty three seconds (76° 07' 43") and running nine hundred forty three (943) feet to a point in the easterly location line of said discontinuance of Fall River Avenue for a corner; thence turning an interior angle of one hundred two degrees and fifty nine minutes (102° 59') and running two hundred fifty (250) feet to the point or place of beginning, containing ten (10) acres, more or less.

EXCEPTING AND RESERVING from TRACT I the premises conveyed by Jack E. Fox and Owen H. Walton, Jr. to John J. McHale and Sons, Inc., dated August 31, 1988, and recorded at Bristol County Registry of Deeds, Book 3915, Page 87.

TRACT II

Those certain tracts or parcels of land with all buildings and improvements located thereon, situated generally westerly of Commerce Way in the Town of Seekonk, County of Bristol, Commonwealth of Massachusetts, laid out and designated as Parcels B-3B and B-3C on that Plan entitled, "Compiled Subdivision Plan of Land, Situated in Seekonk, Massachusetts, prepared for Jack E. Fox & Owen Walton, Jr., prepared by Dawdell Engineering Associates, Scale 1" = 100", Date July 26, 1988", which said plan is to be recorded with the Bristol County (Northern District) Registry of Deeds in Plan Book 275 at Page 32.

Said Parcels are further bounded and described as follows:

PARCEL B-3B

Beginning at a point in the general northerly line of Old Fall River Road, said point is the southwesterly corner of land now or formerly belonging to Jack E. Fox and Owen Walton Jr. and the southeasterly corner of land now or formerly belonging to John J. McHale & Sons, Inc..

Thence proceeding N 33 degrees-04'-59" E bounded generally southeasterly by land now or formerly belonging to Jack E. Fox and Owen Walton Jr. a distance of five hundred ninety five and 00/100 (595.00') feet to a point.

Thence proceeding N 56 degrees-55'-01" W a distance of forty two and 72/100 (42.72') feet to a point.

Thence proceeding S 52 degrees-22'-39" W a distance of one hundred forty three and 04/100 (143.04') feet to a point.

Thence proceeding S 22 degrees-00'-46" W a distance of four hundred sixty eight and 72/100 (468.72') feet to the point and place of beginning. The last three (3) courses bounded generally northeasterly, northwesterly and northwesterly by land now or formerly belonging to John E. McHale & Sons, Inc.

Said parcel contains by estimation 29,658 sq. ft. of land more or less.

PARCEL B-3C

land now or formerly belonging to John J. McFale & Sons, Inc. to the west. Said point being approximately five hundred ninety five and 00/100 (595.00') feet northeasterly from the general northerly line of Old Fall River Road, and is the point and place of beginning of the herein described parcel.

Thence proceeding N 56 degrees-55'-01" W a distance of forty two and 72/100 (42.72') feet to a point.

Thence proceeding N 52 degrees-22'-59" E a distance of one hundred twenty nine and 26/100 (129.26') feet to a point. the last two (2) courses bounded southwesterly, and northwesterly by said McFale land.

Thence proceeding S 33 degrees-24'-59" W bounded generally southeasterly by said Fox and Walton land, a distance of one hundred twenty two and 00/100 (122.00') feet to the point and place of beginning.

Said parcel contains by estimation 2,606 sq. ft. of land more or less.

All of said parcels are conveyed together with all easements, restrictions, drainage easements and reservations of record.

TRACT III

Those certain tracts or parcels of land with all buildings and improvements located thereon, situated generally westerly of Commerce Way in the Town of Seekonk, County of Bristol, Commonwealth of Massachusetts, laid out and designated as parcels B-1 and B-2 on that Plan entitled, "Compiled Subdivision Plan of Land, Situated in Seekonk, Massachusetts, prepared for Jack H. Fox & Owen Walton, Jr., prepared by Dowdell Engineering Associates, Scale 1" = 100', Date July 26, 1988", which said Plan is to be recorded with the Bristol County (Northern District) Registry of Deeds in Plan Book 275 at Page 32.

Said parcels are further bounded and described as follows:

PARCEL B-2

Beginning at a point in the general westerly line of said Commerce Way, said point is the northeasterly corner of the herein described parcel, and the southeasterly corner of a 100 foot wide drainage easement on land now or formerly belonging to John J. McFale & Sons, Inc. Said point is further described as being approximately eight hundred thirty nine and 36/100 (839.36) feet northeasterly from a granite bound located at the P.T. of a curve at the intersection of Fall River Ave (US Route 6) and Commerce Way, and is the point and place of beginning of the herein described parcel.

Thence proceeding N 54 degrees-53'-55" W bounded generally northeasterly by said 100' wide drainage easement on land now or formerly belonging to John J. McFale & Sons, Inc. a distance of six and 685/1000 (6.685') feet to a point.

Thence proceeding N 35 degrees-06'-05" E along the general westerly side of Commerce Way a distance of twenty five and 00/100 (25.00') feet to the point and place of beginning.

Said parcel contains by estimation 324 sq.ft. of land more or less.

PAXCEL B-3D

Beginning at a point in the general westerly side of Commerce Way, said point is the southeasterly corner of the herein described parcel and the northeasterly corner of land now or formerly belonging to John J. McHale & Sons, Inc. Said point is further described as being approximately eight hundred thirty nine and 16/100 (839.16') feet northeasterly from a granite bound located at the P.T. of a curve at the intersection of Fall River Ave (US Route 6) and Commerce Way, and is the point and place of beginning of the herein described parcel.

Thence proceeding N 54 degrees-53'-55" W bounded generally southwesterly by said McHale land a distance of six and 685/100 (6.685') feet to a point.

Thence proceeding N 43 degrees-02'-35" W bounded generally southwesterly by land now or formerly belonging to Jack M. Fox & Owen Walton, Jr. a distance of one hundred forty and 00/100 (140.00') feet to a point.

Thence proceeding S 88 degrees-50'-28" E bounded generally northeasterly by other land now or formerly belonging to John J. McHale & Sons, Inc. a distance of eighty two and 1/100 (82.81') feet to a point.

Thence proceeding S 54 degrees-53'-55" E bounded generally northeasterly by said other McHale land a distance of seventy five and 00/100 (75.00') feet to a point.

Thence proceeding S 16 degrees-06'-05" W along the general westerly side of Commerce Way a distance of seventy five and 00/100 (75.00') feet to the point and place of beginning.

Said parcel contains by estimation 7.213 sq.ft. of land more or less.

All of said parcels are conveyed together with all easements, restrictions, drainage easements and reservations of record.

111973
JMT# 29
Rec'd & Filed
MAR 21 1963

RECEIVED
MAR 21 1963
U.S. DEPT. OF JUSTICE