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TYRO PONTIAC LIMITED PARTNERSHIP
AGREEMENT AND CERTIFICATE OF
LIMITED PARTNERSHIP

THIS AGREEMENT made as of the 17th day of July, 1987, 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.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to form a limited partnership for the purpose of acquiring (by lease, purchase, or otherwise, as a sole owner or jointly with others, or as a partner in other partnerships, joint ventures, or other entities having similar purposes) an interest in, developing, owning, maintaining, operating, selling, leasing, managing, disposing of and otherwise dealing in certain real property located in Cranston, Rhode Island, described at Schedule A, attached hereto and made a part hereof, and such other real property, wherever located, as the General Partner deems advisable.

NOW, THEREFORE, the parties hereto each in consideration of the agreements and declaration of the others, mutually covenant, agree and declare 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 Tyro Pontiac Limited Partnership.

1.03 The address of the office and principal place of business of the Partnership shall be at 1286 Narragansett Blvd., Cranston, Rhode Island. The Partnership's agent for service of process shall be Pasco Gasbarro Jr., Hinckley, Allen, Tobin & Silverstein, 1500 Fleet Center, Providence, Rhode Island 02903.

1.04 The term of the Partnership shall commence on the date of the filing for record of this Agreement and 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.

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 agreement and certificate 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.

"Capital Transaction" means the sale, exchange or disposition of any Partnership property that is not in the ordinary course of business, or casualty damage or condemnation of any Partnership property.

"Cash Flow" means the excess of the Partnership's cash receipts from day to day Partnership operations over (1) the cash needed to pay expenses and obligations of the Partnership 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.

"Disabling Event" means death, Bankruptcy, or physical or mental disability, provided such physical or mental disability lasts for more than 60 days.

"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, including without limitation 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 course of day to day Partnership operations (including the liquidation of the Partnership).

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

"Partnership" means the partnership created in this Agreement.

"Refinancing" means any mortgage or other refinancing or borrowing, the proceeds of which are applied to the repayment of previously incurred Partnership debt.

"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.

"Substituted 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 Sections 7-13-1 et seq. of the General Laws of Rhode Island, as amended.

"Unit" means one of the 40.5 units of limited partnership interest in the Partnership that may be granted to Limited Partners pursuant to Article V.

ARTICLE III

Purposes and Authorized Acts

3.01 The purposes of the Partnership are to acquire, (by lease, purchase or otherwise, as a sole owner or jointly with others, or as a partner in other partnerships or joint ventures or other entities having similar purposes), develop, improve, construct, own, maintain, operate, manage, lease, sell, dispose of and otherwise deal with certain real property located in Cranston, Rhode Island, described at Schedule A, and such other real property, wherever located, as the General Partner deems advisable. 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 appli-

cable law without regard to Partnership purposes, including without limitation:

(i) To acquire by purchase, lease or otherwise any real or personal property, including without limitation limited or general partnership interests in other partnerships or joint venturers, 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 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 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 any assets of the Partnership.

(iv) To prepay in whole or in part, refinance, recast, increase, modify or extend any Partnership loans and in connection therewith to execute any extensions, renewals, or modifications of any such loans.

(v) To enter into, perform and carry out consulting, 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 Partners and Their Contributions

4.01 The General Partner shall be Tyro Development Corporation, a Rhode Island corporation. The General Partner's business address is set forth on Schedule B, attached hereto and made a part hereof. The General Partner has contributed to the capital of the Partnership the cash and property whose agreed value is specified in Schedule B.

ARTICLE V

Limited Partners and Their Contributions

5.01 The Limited Partners, their addresses and their respective capital contributions are set forth on Schedule B.

5.02 The Limited Partners shall execute such documents, including without limitation counterpart signature pages to this Agreement, as the General Partner deems necessary or appropriate to evidence their agreement to the terms of this Agreement. Any General Partner may execute this Agreement, any amendments thereto, and any certificates or amendments to such certificates to be filed with the Rhode Island Secretary of State or in any other jurisdiction as attorney-in-fact for any Limited Partner, provided such Limited Partner has executed an appropriate document granting the General Partner a power of attorney for such purpose.

5.03 Each Limited Partner shall make a capital contribution to the Partnership of \$10.00 per Unit acquired.

5.04 Upon the admission to the Partnership of a Substituted Limited Partner pursuant to Section 10.02 hereof, such Limited Partner's business address, capital contribution and number of Units shall be reflected on Schedule B, which schedule shall be amended from time to time upon the admission of additional Limited Partners as described above.

5.05 The General Partners may, without the consent of any of the Limited Partners, admit to the Partnership from time to time additional Limited Partners, so long as the total number of Units does not exceed 40.5.

ARTICLE VI

Allocation of Profits and Losses;
Maintenance of Capital Accounts

6.01. Allocation of Profits and Losses from Operations. Profits and Losses for each Fiscal Year of the Partnership (or part thereof) other than those to be allocated pursuant to Section 6.02 hereof shall be allocated among the Partners as follows:

(i) Such Profits shall be allocated:

(a) first, to the Partners in the same percentages and amounts that Cash Flow is distributed to such Partners pursuant to Section 7.01 for such Fiscal Year;

(b) next, pro rata among the Partners with negative Capital Accounts in such amounts as will result in the elimination of the negative Capital Accounts of such Partners; provided, however, that if such Profits to be allocated pursuant to this Section 6.01(i)(b) are insufficient to eliminate all negative Capital Accounts, such Profits will be allocated to Partners with negative Capital Accounts in the proportion that each such Partner's negative Capital Account bears to the total of all such negative Capital Accounts; and

(c) the balance, if any, 40.5% to the Limited Partners and 59.5% to the General Partner.

(ii) Such Losses shall be allocated 40.5% to the Limited Partners and 59.5% to the General Partner. Notwithstanding anything to the contrary, however, if one or more Partners has a negative Capital Account while one or more Partners has a positive Capital Account, such Losses shall first be allocated pro rata to the Partners with positive Capital Accounts in such amounts as will result in the reduction of such positive Capital Accounts to the greatest extent possible but in no event below a zero balance.

(iii) In any event, for each fiscal year at least 59.5% of such Profits or Losses (as the case may be) shall be allocated to the General Partner.

6.02 Allocation of Profits and Losses from Capital Transactions and Refinancings. Profits and Losses from Capital Transactions and Refinancings shall be allocated to the Partners as follows:

(i) Profits from Capital Transactions or Refinancings shall be allocated:

(a) first, to the Partners with negative Capital Accounts pro rata in such amounts as will result in the elimination of the negative Capital Accounts of such Partners; provided, however, that if Profits to be allocated pursuant to this Section 6.02(i)(a) are insufficient to eliminate all negative Capital Accounts, such Profits will be allocated in the proportion that each such Partner's negative Capital Account bears to the total of all such negative Capital Accounts;

(b) then the balance, if any, 40.5% to the Limited Partners and 59.5% to the General Partner.

(ii) Losses from Capital Transactions or Refinancings shall be allocated as follows:

(a) first, to the Partners with positive Capital Accounts, pro rata in such amounts as will result in the elimination (or reduction to the maximum extent possible but in no event below a zero balance) of the positive Capital Accounts of such Partners; and

(b) the balance of such Losses, if any, shall be allocated 40.5% to the Limited Partners and 59.5% to the General Partner.

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 other-

wise 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 Substituted 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 no event less than once in each Fiscal Year, 40.5% to the Limited Partners and 59.5% to the General Partner.

7.02 The net proceeds from a Capital Transaction, Refinancing, or any other transaction not in the ordinary course of day to day Partnership operations, 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, including the Sunset Baseline Note and all accrued interest thereon, 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, 40.5% to the Limited Partners and 59.5% to the General Partner.

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 the 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.

7.06 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 or new interest shall, except as provided to the contrary by Treasury Regulations promulgated under Section 706(d)(1) of the Code, be made, unless otherwise agreed between the assignor and the assignee in the case of a transfer, as of the first day of the month in which an assignee or new Partner is admitted to the Partnership, provided, however, that (i) gain or loss on the sale of all or a substantial portion of Partnership assets shall be allocated to the holder of the interest on the date of sale; and (ii) with respect to any item referred to in Section 706(d)(2)(B) of the Code with respect to which the Partnership uses the cash receipts and disbursements method of accounting, such items shall be prorated over the period to which attributable within the meaning of Section 706(d)(2) of the Code, and allocated between the assignor and assignee accordingly. 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 or redemption 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 during regular business hours. 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 120 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 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. The provisions of his Section 9.02 shall not affect the obligations of a Limited Partner who has received the return in whole or part of his capital contribution to repay to the Partnership an amount equal to any sum, not in excess of such return with interest, in the circumstances and within the time periods specified 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 (i) with the consent of all of the Limited Partners or (ii) that the General Partner may assign, sell, or otherwise transfer its interest to an Affiliated Person.

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 Substituted 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 Substituted 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 Substituted 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 or result in a termination of the Partnership pursuant to Section 708 of the Internal Revenue Code of 1954, as amended, as described in Section 10.04 hereof, as the General Partner deems necessary or desirable to effect his admission as a Substituted 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 Substituted Limited Partner.

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

10.04 Notwithstanding any other provision of this Agreement, except as otherwise provided in this paragraph, no sale or exchange of any Partner's interest in the Partnership may be made if the interest sought to be sold or exchanged, when added to the total of all other interests in the Partnership sold or exchanged within the period of twelve consecutive months prior to the proposed date of sale or exchange, would result in the termination of the Partnership under Section 708 of the Internal Revenue Code of 1954, as amended (or any successor statute). However, such a sale or exchange may be made if, prior to the date of transfer, a ruling of the Internal Revenue Service (or its successors) to the effect that such proposed sale or exchange transfer will not result in such termination shall have been published in the Internal Revenue Bulletin or a private ruling to the same effect shall have been granted to the transferring Partner or the Partnership upon the application and at the expense of

the Partner desiring to sell or exchange his interest in the Partnership.

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, Cash Flow distributions or rights upon liquidation attributable to his Partnership 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 13.01 hereof.

ARTICLE XIII

Termination and Dissolution

13.01 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 death, incapacity, retirement, Bankruptcy, or dissolution of all General Partners; or
- (c) the sale of all or substantially all of the assets of the Partnership;

provided, however, that, upon the death, incapacity, retirement, Bankruptcy, or dissolution 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.

13.02 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.

13.03 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 XIV

Interested Transactions; Loans by Partners

14.01 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.

14.02 If a General Partner shall, or a Limited Partner, upon consent of the General Partners 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 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 Partner and the General Partner.

ARTICLE XV

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, but 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 XVI

Miscellaneous

16.01 Each of the Limited Partners hereby constitutes and appoints each of the General Partners and the President, any Vice President, Treasurer and Secretary 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 provide for the admission or withdrawal of a Partner;

(c) 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 or a modification required by changes in applicable tax laws that does not (i) increase any Limited Partner's liability, (ii) reduce or adversely affect any Limited Partner's interest in Profits, Losses, Cash Flow or other distributions or (iii) reduce the General Partner's liability or obligations hereunder;

(d) To accomplish the purposes and carry out the powers of the Partnership as set forth herein; or

(e) 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 the 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.

16.02 The General Partner is hereby designated by each Partner as the "Tax Matters Partner." The Tax Matters Partner shall keep each Partner informed of all administrative and judicial proceedings for the adjustment at the partnership level of the treatment for federal income tax purposes of partnership items within the meaning of Section 6223(g) of the Code, and shall have all of the obligations, rights, and authority to bind the Partners in connection with such proceedings set forth in Sections 6221 through 6232 of the Code. The Partnership shall pay all expenses of the Tax Matters Partner incurred in connection with the conduct of such proceedings on behalf of the Partners, including without limitation the fees of legal counsel, accountants, and other experts, but the Partnership shall not be required to pay the expenses of any other Partner who elects to participate in such proceedings. The Partners shall promptly inform the Tax Matters Partner of any change in their addresses. The Tax Matters Partner shall not be liable to the Partnership or to any Partner for any loss or expense, or disallowance of deduction, credit, or beneficial tax treatment of any item of Partnership income or loss arising from the conduct, settlement, or final adverse determination of the administrative or judicial proceedings described above, provided that such Tax Matters Partner acted in good faith and not with misconduct or in willful breach of his fiduciary duties hereunder.

16.03 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.

16.04 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.

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

16.06 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.

16.07 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.

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

16.09 This Agreement may be signed in one or more counterparts and all counterpart 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.

16.10 This Agreement may be amended with the consents of the General Partner and the Limited Partners holding a majority of the Units then outstanding 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 16.10 (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

Tyro Development Corporation

By Donald C. Werner
~~Donald~~ C. Werner, President
DONALD

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence on this ^{July} ~~June~~ 17th day of ~~June~~, 1987, before me personally appeared Donald C. Werner, to me known and known by me to be the party executing the foregoing instrument in his capacity as President of Tyro Development Corporation, 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 Tyro Development Corporation.

Vivian A. Niquette
Notary Public

VIVIAN A. NIQUETTE, Notary Public
State of R.I. and Providence Plantations
My Commission Expires June 30, 1991

Pasco & Mary Alyce Gasbarro
Print Name of Limited Partner

TYRO PONTIAC LIMITED PARTNERSHIP
LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Partnership Agreement dated as of July 17, 1987 of Tyro Pontiac Limited Partnership (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and consents to the attachment of this Limited Partner Counterpart Signature Page to a counterpart of said Partnership Agreement with the same effect as if the undersigned had executed said counterpart itself. By so executing this counterpart, the undersigned will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this Counterpart of the Partnership Agreement of the Partnership.

(2) I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) I fully understand the nature of the risks involved in purchasing an interest in the Partnership and am qualified by my own experience to evaluate investments of this type or have relied upon the advice of someone so qualified. I have relied upon my own knowledge of the Federal tax matters related to my investment or upon the advice as to such matters of someone appropriately qualified.

(4) I am aware of my inability to readily liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended, (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(5) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(6) I am making my investment for my own account and not for the account of others and have no present intention of reselling any Unit or Units acquired by me.

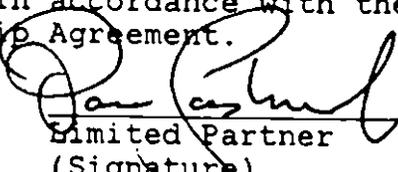
(7) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

\$10.00 X 0.5 = \$ 5.00
no. of units

and agree to pay the same in accordance with the provisions of Article V of the Partnership Agreement.

Date: July 28, 1987


038-28-9688
Limited Partner Soc. Sec. #
(Signature)

If more than one purchaser, indicate form of ownership:

Joint Tenants
 Tenants-in-Common

Pasco Gasbarro Jr.
Print Name

14 Robbins Drive
Barrington, Rhode Island 02806
Address


034-28-4225
Limited Partner Soc. Sec. #
(Signature)

Mary Alyce Gasbarro
Print Name

14 Robbins Drive
Barrington, Rhode Island 02806
Address

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF RHODE ISLAND)
) SS.
COUNTY OF PROVIDENCE)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Pasco Gasbarro Jr. known to me to be the persons whose name is subscribed to the foregoing Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he signed the same as his free act and deed.

WITNESS my hand and official seal this 28th day of July, 1987.

Richard E. Barrett
Notary Public
My Commission Expires: 6/30/91

STATE OF RHODE ISLAND)
) SS.
COUNTY OF BRISTOL)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Mary Alyce Gasbarro known to me to be the persons whose name is subscribed to the foregoing Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that she signed the same as her free act and deed.

WITNESS my hand and official seal this 28th day of July, 1987.

Dan Cash
Notary Public
My Commission Expires: 6/30/91

ACCEPTED:

Tyro Pontiac Limited Partnership
By its General Partner
Tyro Development Corporation

By: Dan Cash
Title: Secretary

TYRO Trust I
Print Name of Limited Partner

TYRO PONTIAC LIMITED PARTNERSHIP
LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Partnership Agreement dated as of July __, 1987 of Tyro Pontiac Limited Partnership (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and consents to the attachment of this Limited Partner Counterpart Signature Page to a counterpart of said Partnership Agreement with the same effect as if the undersigned had executed said counterpart itself. By so executing this counterpart, the undersigned will become, upon acceptance by the General Partners, a Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this Counterpart of the Partnership Agreement of the Partnership.

(2) I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) I fully understand the nature of the risks involved in purchasing an interest in the Partnership and am qualified by my own experience to evaluate investments of this type or have relied upon the advice of someone so qualified. I have relied upon my own knowledge of the Federal tax matters related to my investment or upon the advice as to such matters of someone appropriately qualified.

(4) I am aware of my inability to readily liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended, (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(5) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(6) I am making my investment for my own account and not for the account of others and have no present intention of reselling any Unit or Units acquired by me.

(7) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

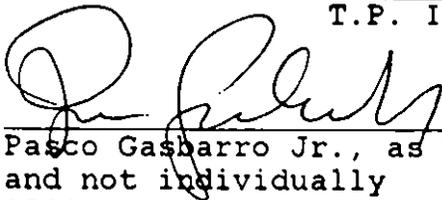
$$\$10.00 \times \frac{27.5}{\text{no. of units}} = \$ \underline{275.00}$$

and agree to pay the same in accordance with the provisions of Article V of the Partnership Agreement.

Date: July 17, 1987

TYRO Trust I

T.P. ID # _____

By: 

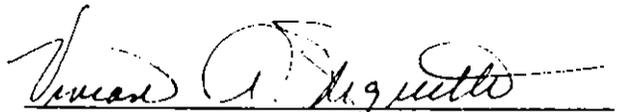
Pasco Gasbarro Jr., as Trustee
and not individually
1500 Fleet Center
Providence, Rhode Island 02903

ACKNOWLEDGEMENT

STATE OF RHODE ISLAND)
) SS.
COUNTY OF PROVIDENCE)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Pasco Gasbarro Jr., Trustee of TYRO Trust I, known to me to be the person whose name is subscribed to the foregoing Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he signed the same as Trustee of TYRO Trust I and as his free act and deed in such capacity, and not individually.

WITNESS my hand and official seal this 17th day of July, 1987.


Notary Public
My Commission Expires: 6/30/91

ACCEPTED:

Tyro Pontiac Limited Partnership
By its General Partner
Tyro Development Corporation

By: 
Title:

Exhibit A

That certain parcel or tract of land together with all buildings and improvements thereon, situated on the southerly side of East Street and on the general northwesterly side of Pontiac Avenue in the City of Cranston, State of Rhode Island is bounded and described as follows:

Beginning at a point at or near a stake found on the southerly side of East Street. Said stake being at or near the northeasterly corner of a cemetery lot, so called. Said point also being one hundred seventeen and 58/100 (117.58') feet easterly of a R.I. Highway Bound, found. Said measurement being along the southerly line of East Street;

thence proceeding north $82^{\circ}-46'-27''$ east along the southerly line of East Street a distance of four hundred eight and 78/100 (408.79') feet to a point of curvature;

thence proceeding in a southeasterly and southerly direction along the arc of a curve to a point. Said curve having a radius of thirteen and 00/100 (13.00') feet, a delta angle of $101^{\circ}-29'-43''$, an arc length of twenty three and 03/100 (23.03') feet and a tangent of fifteen and 91/100 (15.91') feet;

thence turning an interior chord angle of $129^{\circ}-15'-02''$ and proceeding south $04^{\circ}-16'-11''$ west along the general northwesterly line of Pontiac Avenue a distance of forty two and 84/100 (42.84') feet to a point;

thence turning an interior angle of $173^{\circ}-54'-00''$ and proceeding south $10^{\circ}-22'-11''$ west along the general northwesterly line of Pontiac Avenue a distance of one hundred forty six and 11/100 (146.11') feet to an existing drill hole found;

thence turning an interior chord angle of $172^{\circ}-13'-48''$ and continuing southwesterly along the arc of a curve to a point. Said curve having a delta angle of $15^{\circ}-12'-14''$, a radius of three hundred seventy three and 86/100 (373.86') feet, an arc length of ninety nine and 20/100 (99.20') feet and a tangent of forty nine and 89/100 (49.89') feet;

thence turning an interior chord angle of $60^{\circ}-16'-21''$ and proceeding north $42^{\circ}-07'-57''$ west a distance of one hundred fifty three and 97/100 (153.97') feet to a point;

thence turning an interior angle of $270^{\circ}-00'-00''$ and proceeding south $47^{\circ}-52'-03''$ west a distance of one hundred seventy two and 07/100 (172.07'). The last two (2) courses bounded by land now or formerly belonging to Jack and Elaine Copuano;

thence turning an interior angle of $87^{\circ}-34'-43''$ and proceeding north $49^{\circ}-42'-40''$ west a distance of three hundred seventeen and 15/100 (317.15') feet to a point. Bounded southwesterly by land now or formerly belonging to the State of Rhode Island;

thence turning an interior angle of $26^{\circ}-01'-30''$ and proceeding south $75^{\circ}-44'-11''$ east a distance of one hundred twenty and 12/100 (120.12') feet to a point;

thence turning an interior angle of $286^{\circ}-48'-00''$ and proceeding north $02^{\circ}-32'-10''$ west a distance of sixty nine and 27/100 (69.27') feet to the point and place of beginning, thereby forming an interior angle of $94^{\circ}-41'-23''$ with the first named course. The last two (2) courses bounded generally northerly and westerly by the so-called Cemetery Lot;

Said parcel contains by estimation ninety thousand and six hundred forty three (90,643 SF \pm) square feet of land, more or less or 2.08 acres, more or less.

PROPOSED DESCRIPTION
(Cemetery Lot, So-Called)

That certain parcel or tract of land together with all buildings and improvements thereon, situated on the southerly side of East Street in the City of Cranston, State of Rhode Island is bounded and described as follows:

Beginning at a point at or near a stake found on the southerly side of East Street. Said stake being at or near the northeasterly corner of the herein described parcel. Said point also being one hundred seventeen and 58/100 (117.58') feet easterly of a RI Highway Bound found. Said measurement being along the southerly line of East Street;

thence proceeding south $02^{\circ}-32'-10''$ east a distance of sixty nine and 27/100 (69.27') feet to a point;

thence turning an interior angle of $73^{\circ}-12'-00''$ and proceeding north $75^{\circ}-44'-11''$ west a distance of one hundred twenty and 12/100 (120.12') feet to a point. The last two (2) courses bounded by land now or formerly belonging to Jack Capuano, Jr. et al's;

thence turning an interior angle of $111^{\circ}-29'-23''$ and proceeding north $07^{\circ}-13'-33''$ west a distance of twenty five and 00/100 (25.00') feet to a point in the southerly line of East Street. Said point being 06/100 (0.06') feet easterly from the aforementioned R.I. Highway Bound. Bounded westerly by land now or formerly belonging to the State of Rhode Island;

thence turning an interior angle of $90^{\circ}-00'-00''$ and proceeding north $82^{\circ}-46'-27''$ east along the southerly line of East Street a distance of one hundred seventeen and 52/100 (117.52') feet to the point and place of beginning, thereby forming an interior angle of $85^{\circ}-18'-37''$ with the first named course;

Said parcel contains by estimation five thousand four hundred fifty five (5455 SF \pm) square feet of land more or less or 0.13 \pm acres, more or less.

Said parcel is subject to an easement of record.

For a more particular description of the herein described parcel reference is hereby made to that certain plan entitled, "Survey Plan for A.P. 15/3 Lots 1666, 51, 57 Situated in Cranston, RI, Scale 1" = 20', Dated March 1987 by Garofalo & Associates, Inc." Job No. C2638, Drawing No. 2823.

TYRO PONTIAC LIMITED PARTNERSHIP

Schedule B

General Partner's
Name and Address

Capital Contribution

Tyro Development Corporation
1286 Narragansett Blvd.
Cranston, Rhode Island 02905

\$595.00

Limited Partners
Names and Addresses

Capital Contributions

Units

TYRO Trust I
c/o Pasco Gasbarro Jr., Trustee
1500 Fleet Center
Providence, RI 02903

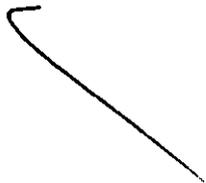
\$275.00

27.5

Pasco and Mary Alyce Gasbarro JTWROS
14 Robbins Drive
Barrington, RI 02806

5.00

0.5



08/07/87 PAID CF50 50.00
CHEK 0407A001 50.00

AUG 3 1987 *Heck*