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JMH 12/12/86

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF
GARDEN CITY MEDICAL LAB ASSOCIATES, L.P.

This Agreement is made as of the 15th day of DECEMBER, 1986, by and among the persons whose names are set forth on Schedule A, a copy of which is attached hereto and made a part hereof, as general partners and limited partners.

W I T N E S S E T H:

WHEREAS, the parties hereto desire to form a limited partnership for the purposes set forth herein; and

WHEREAS, the parties hereto desire to set forth the terms and conditions of their agreements and understandings herein.

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby certify and solemnly swear to the following:

ARTICLE I

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

1.01 There is hereby created a limited partnership (hereinafter called the "Partnership") which is organized under and shall operate in accordance with the laws of the State of Rhode Island.

1.02 The Partnership shall be conducted under the firm name and style of GARDEN CITY MEDICAL LAB ASSOCIATES, L.P.

1.03 The principal place of business of the Partnership shall be 1150 Reservoir Avenue, Cranston, Rhode Island.

1.04 The agent for service of process shall be the general partner whose name and address are set forth on Schedule A.

1.05 The term of the Partnership shall be from the date hereof fifty (50) years, unless the Partnership shall be terminated prior thereto as provided in Section 14.01.

ARTICLE II

Definitions

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

2.01 "Agreement" means this Agreement and Certificate of Limited Partnership and any amendments hereto.

2.02 "Partnership" means the partnership created pursuant to this Agreement.

2.03 "General Partner" means any person specified as a General Partner on Schedule A.

2.04 "Limited Partner" means any person or entity specified as a Limited Partner on Schedule A and any Substituted Limited Partner.

2.05 "Substituted Limited Partner" means any person or entity admitted as a Partner pursuant to the provisions of either Article X or Article XII of this Agreement.

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

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

2.08 "Net Profit" or "Net Loss" means the net profit or net loss shown on the Partnership's books of account which shall be maintained in accordance with accounting principles normally used by the Partnership.

2.09 "Unrecovered Capital Contribution" means the capital contributions of a Partner less all amounts previously distributed to such Partner as a return of such capital contributions pursuant to Section 7.02 hereof.

ARTICLE III

Character of Partnership Business

3.01 The character of the business conducted by the Partnership shall be to acquire such real property as may be selected by the General Partners, and to hold, own, improve, operate, manage, service, lease, mortgage and encumber the same and otherwise deal with the same as owner thereof, and to acquire personal property to the extent necessary and appropriate to carry out the foregoing purposes.

ARTICLE IV

Partners

4.01 The name and place of business of the General Partners are set forth on Schedule A.

4.02 The name and place of residence of the Limited Partners are set forth on Schedule A.

ARTICLE V

Partnership Capital

5.01 The amounts of cash to be contributed to the Partnership by each Partner are set forth on Schedule A. The Limited Partners have not agreed to make any additional contributions to the Partnership and are not required to do so.

ARTICLE VI

Allocation of Profits and Losses

6.01 For each Fiscal Year, all Net Profits and Net Losses of the Partnership shall be allocated among the Partners based upon the interest set forth opposite each Partner's name on Schedule A.

ARTICLE VII

Distributions among Partners

7.01 The Net Profits of the Partnership for each Fiscal Year shall be distributed among the Partners based upon the interest set forth opposite each Partner's name on Schedule A at such time or times as the General Partner in his discretion shall determine, subject to any agreements limiting such distributions to which the Partnership may be a party.

7.02 If, in the discretion of the General Partners, the Partnership has on hand funds in excess of the reasonable needs of the Partnership, an amount up to the aggregate Unrecovered Capital Contribution of all the Partners shall be distributed among the Partners, which distribution shall be allocated among the Partners in the ratio that each Partner's Unrecovered Capital Contribution bears to the aggregate Unrecovered Capital Contribution of all the Partners. After all capital contributions have been returned to the Partners, the remaining funds shall be distributed to the Partners in accordance with each Partner's interest in the Partnership set forth on Schedule A.

7.03 No Partner shall have the right to demand or receive on the dissolution of the Partnership any property other than cash for any distribution specified in any Section of this Article VII. The General Partners may, however, in their sole discretion determine that property may be distributed in kind in lieu of cash, and, in each such event, any property so distributed shall be valued and treated as though the property were sold and the cash proceeds thereof were distributed.

ARTICLE VIII

Powers, Duties and Liabilities of General Partner

8.01 The General Partners shall be responsible for the management of the Partnership and shall transact all business for the Partnership. Any Partner may engage in any other business of any nature independently or with others, and neither the Partnership nor any of the other Partners shall have any rights with respect to any such other ventures.

8.02 In addition to and not in limitation of any common law or statutory power, the General Partners shall have and may exercise from time to time the following powers, discretions and authorities:

- (a) to acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;
- (b) to sell, grant an option for sale or, exchange, pledge, mortgage or transfer all or any portion of the property of the Partnership;
- (c) to develop, maintain, improve, operate, manage, service or alter any property of the Partnership, including building, repairing, tearing down and rebuilding structures or additions thereto and to execute all necessary contracts and documents in connection therewith, including specifically, but without limiting the generality of the foregoing, the authority to enter into contracts, agreements for the services of architects, engineers, contractors and/or real estate brokers and managers for carrying out such purposes;
- (d) to lease all or any portion of the property of the Partnership whether or not the effect thereof extends beyond the term of the Partnership;
- (e) to borrow money, with or without security, to execute guarantees for the benefit of third parties, and as

security for any such borrowing or guarantees, to mortgage any or all of the property of the Partnership and to execute all necessary documents and instruments in connection therewith;

- (f) to execute such documents as it deems necessary in connection with the acquisition, development and financing of any property acquired by the Partnership, including, without limiting the generality of the foregoing, (a) any mortgage in connection with any mortgage loan to provide funds for the acquisition and development of said property and any construction of improvements thereon; (b) any forms required by any local, state or federal agency in connection with any such mortgage; and (c) any and all other documents required to be executed in connection with any such mortgage;
- (g) to replace, prepay in whole or in part, refinance, increase, modify, consolidate or extend any mortgages affecting all or any portion of the property of the Partnership;
- (h) to make contracts for the operation and management of all or any portion of the property of the Partnership and to employ agents, accountants and attorneys, whether or not the parties to such contracts and such agents, accountants or attorneys have any interest in the Partnership, as more fully described in Section 15.01;
- (i) to put record title to all or any portion of the property of the Partnership in the name of a nominee; and
- (j) to open and maintain bank accounts with the right to deposit and withdraw therefrom.

8.03 The General Partners shall keep books of account and complete records of the operation of the Partnership, which shall be open for inspection by all Partners. Annual statements of the operation of the Partnership, prepared by the Partnership's independent public accountants shall be sent to each Partner and the annual statements shall be accompanied by a report showing such Partner's share of the profits or losses for the Partnership for federal income tax purposes.

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

8.05 The General Partners shall be liable to the Partnership and to the other Partners only for his own gross

negligence or willful misconduct in failing to carry out the terms of this Agreement.

8.06 Any power or discretion which may be exercised by the General Partners shall be exercised only after such matter has received the unanimous written approval of all General Partners in the event there shall be more than one General Partner serving hereunder.

ARTICLE IX

Powers, Duties and Liabilities of Limited Partners

9.01 No Limited 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; provided, however, that the prior written consent of a majority in interest of the Limited Partners shall be required with respect to the following matters: (i) the dissolution and winding up of the Partnership, (ii) the sale, exchange or other transfer of all or substantially all of the assets of the Partnership and (iii) any amendment to this Agreement.

9.02 Notwithstanding anything to the contrary contained in this Agreement, the liability of any Limited Partner for the losses or debts of the Partnership shall in no event exceed in the aggregate the amount of its contribution to the capital of the Partnership.

ARTICLE X

Assignability of Partnership Interests

10.01 The General Partners shall not assign, mortgage, pledge, transfer or sell his interest as a General Partner in the Partnership.

10.02 If all or part of a Limited Partner's interest in the Partnership is voluntarily or involuntarily alienated, sold, assigned, transferred, pledged, encumbered or in any other way disposed of, including an assignment to the Partner's spouse pursuant to Rhode Island General Laws, §15-5-16.1 (or any similar statute that may be applicable), the Partnership (at the election of a majority in interest of the remaining Partners) shall, for ninety (90) days after receipt of notice of such event, have the exclusive right to purchase the transferred interest for the portion of the Adjusted Value attributable to such interest. At the election of the Partnership the purchase price for the transferred interest may be paid (commencing on the date of purchase) in four equal

annual installments of principal with interest in arrears at the rate of ten (10%) percent per annum, provided such obligation is represented by a negotiable promissory note of the Partnership. If the interest is not purchased as provided in this Section 10.02, the assignee of the Limited Partner interest shall not have the right to be admitted as a Substitute Limited Partner in place of his assignor unless:

- (a) the assignee shall state in a writing satisfactory to the General Partners his intention to become a Substituted Limited Partner;
- (b) all remaining Partners consent in writing to the admission of the assignee as a Substituted Limited Partner;
- (c) the assignee shall execute such instruments 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
- (d) the assignee shall pay all reasonable expenses in connection with his admission as a Substituted Limited Partner.

ARTICLE XI

Admission of Additional Limited Partners.

The General Partners shall not have the power to admit additional Limited Partners without the consent of the other Partners.

ARTICLE XII

Retirement, Death, Divorce, Incompetency or Bankruptcy of a Limited Partner

12.01 The retirement, death, divorce, incompetency or bankruptcy of a Limited Partner shall not dissolve or terminate the Partnership. The legally authorized personal representative (the "Representative") of such Limited Partner (the "Retiring Limited Partner"), if any, subject to the right of the Partnership to acquire such interest pursuant to Section 10.02 and this Article XII, shall have all the rights of a Limited Partner for the sole purpose of settling or managing such Partner's estate, shall have the same power as such Limited Partner possessed to make an assignment of such Partner's interest in the Partnership, and shall be liable for all of such Partner's obligations and liabilities as a Limited Partner.

12.02 If any of the events contemplated in Section 12.01 occurs, the Retiring Limited Partner or his Representative, if any, who is in receipt of a bona fide written offer to purchase all or any part of the Partnership interest of the Retiring Limited Partner ("Retiring Interest") shall address a notice to the General Partners and the remainder of the Limited Partners advising them of his desire to sell all or such part of the Retiring Interest, and disclosing that portion of the Retiring Interest proposed to be sold, the offered price, the prospective purchaser (the "Offeror") the address of the Offeror and the terms and conditions of such offer with a copy of such offer attached thereto, provided, however, that such notice is given within one hundred fifty (150) days following the occurrence of the event contemplated in Section 12.01. An Offeror must be an individual natural person acting for his or her own account, and, without limiting the generality of the foregoing, the term Offeror may not include a corporation, partnership, trust or other organization. An offer shall not be deemed to be bona fide unless the Retiring Limited Partner or the Representative, if any, has informed the Offeror of the obligations of the Limited Partners and the Partnership hereunder and the Offeror has agreed in writing to become a party hereto and to be bound hereby.

12.03 For thirty (30) days after receipt of such notice the Partnership shall have the exclusive right to purchase all but not less than all (including for this purpose such portion of the Retiring Interest to be purchased by the Partners as provided in Section 12.04) of the Retiring Interest proposed to be sold at a bona fide price, and on the same terms, offered by the Offeror and specified in such notice.

12.04 If the Partnership does not elect to purchase all of such Retiring Interest during such thirty (30) day period, the remaining Partners shall have an additional thirty (30) day period to purchase proportionate interests in the Retiring Interest that are not to be purchased by the Partnership on the terms provided above on a pro rata basis in accordance with the ratio that each Partner's interest as set forth on Schedule A bears to the aggregate interest of all of the Partners as set forth on Schedule A, excluding the interest of the Retiring Limited Partner. If any Partner shall desire to purchase less than the pro rata portion of the Retiring Interest to which he is entitled, the remaining Partners shall purchase the remaining Retiring Interest in accordance with the above ratio, excluding the interest of the Retiring Limited Partner and the interest of the Partner(s) who shall have desired to purchase less than his(their) pro rata portion(s).

12.05 If the Partnership and/or the other remaining Partners shall not elect to purchase in the the aggregate all, but not less than all, of the Retiring Interest during the aggregate sixty (60) day period as provided above, the

Representative may sell all, but not less than all, of the Retiring Interest at the price provided in such bona fide offer to the Offeror under the terms and conditions of such offer as described herein and submitted in written disclosure to the other Partners and the Partnership, provided, however, that the Representative shall not sell the Retiring Interest to any Offeror who has not agreed in writing to become a party to this Agreement. If the Representative shall not so sell such interest within thirty (30) days after becoming entitled to do so under the terms of the preceding sentence, such interest shall remain subject to this Agreement, and the Representative shall not thereafter sell the Retiring Interest without again first offering it to the other Partners and the Partnership pursuant to this Article XII.

12.06 Any sale or transfer or purported sale or transfer of any Retiring Interest shall be null and void unless made strictly in accordance with the provisions of this Article XII. The transferee of any Retiring Interest in the Partnership shall be subject to all the terms, conditions, restrictions, and obligations of this Agreement including the provisions of this Article XII.

12.07 No Retiring Limited Partner or Representative shall have the right to substitute an assignee or transferee as a Limited Partner in place of the Retiring Limited Partner. Such assignee or transferee of the Retiring Interest shall not have the right to be admitted as a Substitute Limited Partner in place of the Retiring Limited Partner unless the conditions set forth in Section 10.02(a) through (d) shall have been met.

ARTICLE XIII

Retirement or Bankruptcy of the General Partners

13.01 The General Partners may retire as a General Partner by giving written notice of such resignation to all other Partners.

13.02 In the event of the retirement or death of a General Partner, the Limited Partners may at their option (a) appoint a new General Partner, who shall purchase the deceased General Partner's interest for an amount determined by the Limited Partners, or (b) terminate and dissolve the Partnership.

13.03 In the event of the bankruptcy of a General Partner the Partnership shall terminate and be dissolved.

13.04 For purposes of this Agreement the bankruptcy of a General Partner shall be deemed to occur upon (i) the entry of a decree or order for relief by a court of competent jurisdiction adjudging him a bankrupt or insolvent or approving as properly filed a petition seeking a reorganization,

arrangement, adjustment or composition of or in respect to him under the Federal Bankruptcy Code or any other federal, state or foreign law relating to bankruptcy or insolvency, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of him or all or a substantial part of the property of him, ordering the winding up or liquidation of the affairs of him and the continuance of any such order unstayed and in effect for a period of thirty (30) consecutive days, or (ii) the institution by him of proceedings to be adjudged a bankrupt or insolvent, or the consent by him to the institution of bankruptcy or insolvency proceedings against it, or the filing by him of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Code or any other applicable federal, state or foreign law or the consent by him to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of him, or of all or a substantial part of the property of him, or the making by him of any assignment for the benefit of creditors, or the admission by him of his inability to pay his debts generally as they become due, or the failure by any him to pay his debts generally as they become due, or the taking of any action by him in furtherance of any such action.

ARTICLE XIV

Termination and Distribution

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 1.05;
- (b) the sale of all or substantially all of the property of the Partnership;
- (c) the mutual written consent of all the Partners; or
- (d) the bankruptcy of a General Partner.

14.02 Upon termination of the Partnership, the assets of the Partnership shall be liquidated as promptly as possible and the proceeds shall be applied in the following order of priority:

- (a) to the payment of all debts and liabilities of the Partnership and the expenses of liquidation;
- (b) to the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities of the Partnership;

- (c) to each Partner an amount equal to the Unrecovered Capital Contribution of such Partner; and
- (d) the remaining net assets of the Partnership shall be distributed to all Partners in accordance with their respective interest in the Partnership as set forth on Schedule A.

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

ARTICLE XV

Matters in Which Partners are Interested

15.01 Any Partner or any firm, corporation or association in or with which any Partner is in any way interested or connected may act as attorney for, deal and contract with, and be employed by the Partnership, and any Partner may be in any manner interested in or connected with any corporation, association or business in which the Partnership is directly or indirectly interested, 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.

ARTICLE XVI

Miscellaneous

16.01 Each Limited Partner hereby irrevocably constitutes and appoints the General Partners, as his true and lawful attorney-in-fact, in his name, place and stead, to make, execute, acknowledge and file any amendments to the Agreement needed to reflect any actions, including the transfer or assignment of an interest in the Partnership, by the Partners pursuant to the terms of this Agreement. It is expressly intended by each Limited Partner that the foregoing power of attorney is coupled with an interest and shall, to the extent permitted by law, survive any merger, bankruptcy, receivership or dissolution of a Limited Partner.

16.02 This agreement may not be amended or modified except by the General Partners with the written consent or approval of the Limited Partners whose aggregate capital contributions represent at least sixty-seven (67%) percent of the Limited Partners' aggregate capital contributions, provided, however,

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, (ii) amend this Section 16.02, (iii) increase the amount of capital contributions payable by the Limited Partners, (iv) increase the liability of the Limited Partners. Notwithstanding any other provision of this Agreement, no action may be taken under the Agreement unless such action is taken in compliance with the provisions of the Uniform Limited Partnership Law of the State of Rhode Island.

16.03 Any notices required, permitted or provided for hereunder shall be in writing and shall be deemed to have been given when delivered by personal service or deposited in the United States mail and sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If to the Partnership, at the principal office of the Partnership, or such other address as the General Partners may designate by notice given to the other Partners.
- (b) If to a Partner, at the address of such Partner set forth on Schedule A, or such other address as such Partner may designate by notice given to the Partnership and the other Partners.

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 the General Partners.

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 Unless the context otherwise requires, each gender used herein shall be deemed to include each other gender, the singular to include the plural, and the plural to include the singular.

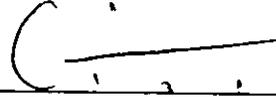
16.07 The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

16.08 This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against all of the parties hereto and the respective heirs, executors,

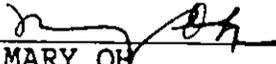
administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

GENERAL PARTNERS:

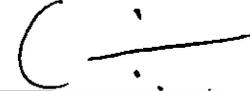


WILLIAM OH

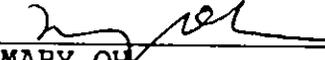


MARY OH

LIMITED PARTNERS:



WILLIAM OH



MARY OH

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In said County and State, on this *15* day of *DECEMBER*, 1986, personally appeared before me, MARY OH, to me known and known by me to be the person executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.

[Seal]

Judith F. Martore
Notary Public *June 1991*

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In said County and State, on this *15* day of *DECEMBER*, 1986, personally appeared before me, WILLIAM OH, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.

[Seal]

Judith F. Martore
Notary Public *June 1991*

SCHEDULE A

CAPITAL CONTRIBUTED

<u>Name and Address</u>	<u>Cash</u>	<u>Interest</u>
General Partners:		
William Oh - 1150 <i>Riverview Ave. Charlotte, N.C.</i>	\$2	2%
Mary Oh	\$2	2%
Limited Partners:		
William Oh	\$48	48%
Mary Oh	\$48	48%

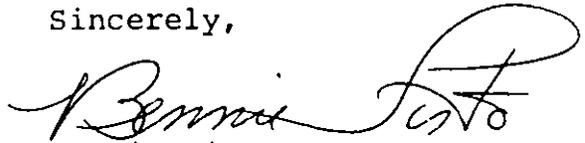
Corporation Division
Secretary of State
270 Westminster Street
Providence, RI 02903

Re: Garden City Medical Associates L.P.

To Whom It May Concern:

Garden City Medical Laboratories, Inc., a Rhode Island corporation, consents to the filing of a limited partnership styled Garden City Medical Associates, L.P.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bennie Sisto". The signature is written in dark ink and is positioned above the typed name and title.

Bennie Sisto
Secretary

cc: Kenneth Oh, President

12/17/86 PAID CP50 50.00
CHEK 0061A001 50.00

DEC 13 1986

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