

2674B/0017A

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

OF

HERE'S NEWPORT ASSOCIATES

THIS CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP is made as of May 24, 1982 by and among UOSIS JUODVALKIS, residing at 214 Cypress Street, Providence, Rhode Island and WILLIAM L. COOPER, residing at 46 Poplar Street, Newport, Rhode Island (hereinafter called "General Partners"); the persons named on Schedule A attached hereto (hereinafter called "Class A Limited Partners"); and COLORLAB, LTD., a Rhode Island corporation with its principal place of business at 23 Peck Street, Providence, Rhode Island (hereinafter by itself called "Class B Limited Partner" and, together with the Class A Limited Partners, called "Limited Partners").

ARTICLE I

Formation, Office, etc.

1.1 Formation. The parties hereto (hereinafter called "Partners") hereby form a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act as set forth in Title 7, Chapter 13 of the General Laws of Rhode Island (hereinafter

called "the Uniform Act"). The limited partnership shall be known as HERE'S NEWPORT ASSOCIATES (hereinafter called the "Partnership").

1.2 Principal Office. The principal office of the Partnership shall be at 23 Peck Street, Providence, Rhode Island 02903. The General Partners may at any time change the location of such office after giving due notice of such change to the Limited Partners.

1.3 Purpose. The Partnership shall own and operate a tourist center in Newport, Rhode Island at which a multi-image audiovisual production orienting visitors to Newport and its many tourist attractions will be available for public viewing.

1.4 Term. The Partnership shall commence as of the date of this Certificate and Agreement of Limited Partnership and shall continue until May 31, 1992, unless dissolved earlier by unanimous agreement of the Partners or as provided in Article VII hereof.

ARTICLE II

Capital Contributions; Advances

2.1 Original Capital Contributions. The Partners shall make original cash capital contributions upon formation of the Partnership in the amounts set forth in Schedule B annexed hereto.

2.2 Additional Capital Contributions of, and Financial Undertakings by, Class A Limited Partners. In addition to the original capital contributions provided for in Section 2.1, the

Partnership may require up to an additional \$30,000 of capital for its second year's operations. Moreover, it may become necessary for the Partnership to provide up to \$100,000 of security, or the personal guarantees of its Class A Limited Partners for that amount of Partnership debt, as a precondition to obtaining up to \$180,000 of bank financing that is vital to the Partnership's proper operation. Accordingly, each Class A Limited Partner agrees that, within thirty days of a written request therefor by the General Partners, he shall provide additional cash capital contributions, security, and/or his personal guarantee in the form, at the times, and in the amounts requested by the General Partners, provided however (a) that no Class A Limited Partner shall be called upon to contribute additional cash (i) prior to March 1, 1983, or (ii) in an amount exceeding 15% of his original capital contribution; and (b) that a Class A Limited Partner's maximum aggregate liability under this Subsection for additional cash capital contributions, security, and personal guarantees shall at no time ever exceed sixty-five (65%) percent of his original capital contribution.

2.3 Advances. If any Partner shall advance money to the Partnership in excess of his agreed capital contribution, the amount of any such advance shall not be an increase of that Partner's capital contribution or entitle that Partner to any greater share of Partnership profits or cash distributions, nor shall any such advance subject that Partner to any greater proportion of any losses that the Partnership may sustain. The amount of any such advance

shall be a liability of the Partnership to such Partner and shall be repaid without interest as soon as practicable; however, if the Partners unanimously agree that a particular advance or particular advances should bear interest, such advance or advances shall bear interest at the prime rate that Citizens Trust Company of Providence, Rhode Island, from time to time charges on unsecured loans to its best large commercial borrowers.

ARTICLE III

Capital Accounts

3.1 Creation and Maintenance of Accounts. A separate capital account shall be maintained for each Partner. The capital interest of each Partner shall consist of that Partner's original capital contribution, increased by (a) any additional cash capital contributions that Partner makes under Section 2.2, and (b) that Partner's share of Partnership profits and gains as determined by Sections 4.2 and 4.3; and decreased by (i) distributions to that Partner, and (ii) that Partner's share of Partnership losses as determined by Sections 4.2 and 4.3.

3.2 Return or Distribution of Capital to Partners. Except as otherwise provided in this Certificate and Agreement of Limited Partnership, no Partner shall have the right to demand the return or distribution to him of his capital account except in dissolution of the Partnership as provided in Article VII hereof.

ARTICLE IV

Cash Distributions, Profits, and Losses

4.1 Distribution of Available Cash Other Than in Dissolution. The Partnership intends, and the General Partners agree, to distribute Partnership cash to the Partners as funds are available, but such distributions may be restricted or suspended for limited periods in circumstances when the General Partners determine, in their sole discretion, that a distribution at that time would not be in the best interest of the Partnership. All distributions are subject to payment of Partnership expenses and maintenance of reasonable reserves for contingencies and unanticipated obligations, as reasonably determined by the General Partners. Subject to the foregoing, cash available for distribution to Partners prior to dissolution of the Partnership shall be allocated and distributed as follows:

(a) Until all Class A Limited Partners have received cash distributions equaling, in the aggregate, their total original and additional cash capital contributions, Partnership cash available for distribution shall be allocated and distributed 1% to the General Partners, 98% to the Class A Limited Partners, and 1% to the Class B Limited Partner.

(b) Distributions of the Partnership's available cash shall thereafter be allocated and distributed 50% to the

General Partners, 40% to the Class A Limited Partners, and 10% to the Class B Limited Partner:

4.2 Allocation of Profits and Losses from Operations. The profits and losses from operation of the Partnership's business shall be allocated among the Partners as follows:

(a) Except as provided in Subsection (b) hereof, the profits and losses of the Partnership shall be allocated 50% to the General Partners, 40% to the Class A Limited Partners, and 10% to the Class B Limited Partner.

(b) Notwithstanding Subsection (a) above, until such time as the Class A Limited Partners have received cash distributions equaling, in the aggregate, their original and deferred capital contributions, the profits and losses of the Partnership shall be allocated 1% to the General Partners, 98% to the Class A Limited Partners, and 1% to the Class B Limited Partner.

4.3 Allocation of Gain or Loss Upon Sale, Exchange, or Other Disposition of Partnership Property. Any gain or loss realized upon the sale, exchange, or other disposition of Partnership property not in the ordinary course of business shall be allocated among the Partners as follows:

(a) Gain shall be allocated (i) first, to the Class A Limited Partners, to the extent of any deficit in their capital accounts; (ii) second, to the Class B Limited Partner, to the extent of any deficit in its capital account;

(iii) third, to the General Partners, to the extent of any deficit in their capital accounts; and (iv) thereafter 50% to the General Partners, 40% to the Class A Limited Partners, and 10% to the Class B Limited Partner.

(b) Any loss shall be allocated (i) first, to the Class A Limited Partners, to the extent of any positive balances in their capital accounts; (ii) second, to the Class B Limited Partner, to the extent of any positive balance in its capital account; (iii) third, to the General Partners, to the extent of any positive balances in their capital accounts; and (iv) then 50% to the General Partners, 40% to the Class A Limited Partners, and 10% to the Class B Limited Partner.

4.4 Elimination of Negative Capital Accounts before Distribution in Liquidation. If, following the sale of all Partnership assets and allocation of the gain or loss as provided in Section 4.3, either General Partner has a deficit balance in his capital account, he shall forthwith pay into the Partnership an amount sufficient to eliminate such deficit, and the amount paid in shall be available for distribution to the other Partners in the process of liquidating the Partnership.

4.5 Allocations Among Partners of the Same Class. All allocations of profit, loss, and gain among, and all cash distributions to, Partners of the same Partnership class shall be made in

proportion to the original capital contributions (as provided for in Section 2.1) that those Partners made to the Partnership.

4.6 Allocation of Tax Credits. Any tax credits (investment credit, targeted jobs credit, etc.) of the Partnership shall be allocated to the Partners in the percentages prescribed in Section 4.1 for allocation of profits and losses.

ARTICLE V

Management and Powers

5.1 Management of Partnership Business. The business of the Partnership shall be under the exclusive management of the General Partners. In addition to the specific rights and powers herein granted to the General Partners, they may exercise any and all rights and powers of general partners under the laws of the State of Rhode Island. The Limited Partners shall not participate in the management of the business of the Partnership, and no Limited Partner shall have any authority or right to act for the Partnership. A Limited Partner shall not be personally liable for any debts of the Partnership beyond the amount of his Partnership interest.

5.2 Effect of Certificate by a General Partner. Any person or entity dealing with the Partnership or either General Partner may always rely on a certificate signed by either General Partner:

(a) as to the identity of the General Partners, Class A Limited Partners, and Class B Limited Partner;

(b) as to the existence or non-existence of any fact or facts germane to the affairs of the Partnership;

(c) as to who is authorized to execute and deliver any instrument or document on behalf of the Partnership;

(d) as to the authenticity of any copy of the Partnership agreement and amendments thereto; and

(e) as to any act or failure to act by the Partnership, or as to any other matter whatsoever involving the Partnership or any Partner.

5.3 Specific Limitations on Power of General Partners.

The General Partners shall not have authority, without the prior written consent of more than 50% in interest of the Class A Limited Partners;

(a) to sell or convey all or any substantial portion of the property of the Partnership;

(b) to alter the character or general use of the property of the Partnership;

(c) to do any act not specifically authorized herein which requires the approval or ratification by the Partners under the Uniform Act;

(d) to involve the Partnership in any project, investment or activity other than, or outside the scope of, that contemplated in Section 1.3 hereof.

5.4 Personal Services. (a) The General Partners shall be ultimately responsible for the proper conduct of the Partnership's affairs and the efficient operation of its business. It is not contemplated, however, that they will spend substantial time managing the day to day operation of the Partnership's business in their capacity as General Partners, but that they will instead contract with themselves, and/or with companies they control, for the rendition of such management services. Any such contracts shall comply with the provisions of Subsection 5.4(b). Any Partner may freely engage in any business or investment he or it desires, including the production and ownership of multi-image audiovisual shows and tourist information centers, and neither the Partnership nor any of the other Partners shall have any right in and to such business or investment, or the income or profits derived therefrom.

(b) The General Partners may employ or otherwise engage, on behalf of the Partnership, such persons, firms, or corporations (including themselves and companies they control) as they reasonably determine are necessary or advisable for the proper operation and management of the Partnership's business, including, without limitation, such managing agents, accountants, attorneys, advertising agencies, consultants and experts, on such terms and for such compensation as the General Partners in their reasonable discretion shall determine. In no event, however, shall the consideration or compensation paid under this Subsection to the General Partners or to entities they control ever exceed the amount that

could reasonably have been paid to independent third parties for similar services of comparable quality.

5.5 Books, Records, Etc. (a) At all times during the continuance of the Partnership, the General Partners shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each transaction of the Partnership, all in accordance with sound accounting practice.

(b) All books of account, together with an executed copy of this Certificate and Agreement of Limited Partnership and any amendments thereto, shall at all times be maintained at the principal office of the Partnership and shall be open to the inspection and examination of the Partners or their representatives during reasonable business hours. Such books shall be kept on the basis of an annual accounting period corresponding with the calendar year.

(c) The General Partners shall send to each of the Limited Partners (i) an annual financial statement of the Partnership, including an annual balance sheet and profit and loss statement, within 125 days after the close of each calendar year; and (ii) an annual statement indicating each Partner's share of the net income, net loss, and other items of the Partnership for such calendar year relevant for federal income tax purposes, together with a statement of the balance in each Partner's capital account at the end of such calendar year, within 95 days after the close of such calendar year.

(d) All funds of the Partnership are to be deposited in the Partnership's name in such bank account or accounts as may be designated by the General Partners. Withdrawals from any such bank account or accounts shall be made only in the regular course of the Partnership's business and shall be made upon such signature or signatures as the General Partners may designate. The General Partners shall make every reasonable effort to maximize the Partnership's return on deposited funds.

ARTICLE VI

Transfer of a Partnership Interest

6.1 Voluntary Withdrawal, Death or Incapacity of a General Partner. A General Partner may not voluntarily withdraw as a general partner of the Partnership. If a General Partner dies or becomes incapacitated, the Partnership shall dissolve, unless the remaining General Partner elects in writing to continue the business of the Partnership. If neither General Partner remains, the Partnership shall thereafter conduct only activities necessary to wind up its affairs unless all the Limited Partners elect in writing to continue the Partnership. If an election to continue the Partnership is so made by the remaining General Partner, or by all the Limited Partners, then:

(a) If neither General Partner remains, a successor General Partner shall be selected.

(b) The Partnership shall continue until the end of the term for which it is formed, or until the subsequent death, withdrawal, incapacity or bankruptcy of the General Partner, in which event all remaining Limited Partners shall elect whether they wish to continue the Partnership operations.

(c) The incapacitated General Partner of Partners, or the successor in interest of the deceased or dissolved General Partner or Partners, shall become a Limited Partner with the same share of profits or losses of the Partnership as before the event and shall have all the rights of a Limited Partner.

(d) All necessary steps shall be taken to amend the Certificate of Limited Partnership.

For purposes of this Section, a General Partner shall be deemed to be incapacitated if he or she is disabled and unable to take an active part in the Partnership business for a continuous period of at least six months.

6.2 Death of an Individual Limited Partner; Dissolution of a Corporate Limited Partner. Neither the death of an individual Limited Partner nor the dissolution of a corporate Limited Partner shall dissolve the Partnership. In such event, the personal representative or other successor in interest of the deceased or dissolved Limited Partner shall have all the rights and privileges of a Limited Partner.

6.3 Transfer of Limited Partner's Interest. Except as provided elsewhere in this Certificate and Agreement, no assignee of the whole or any portion of a Limited Partner's interest in the Partnership who is not already a Partner in the Partnership shall have the right to become a substituted limited partner in place of the assignor unless:

(a) the assignor designates such intention in the instrument of assignment;

(b) the General Partners consent in writing to such substitution;

(c) the instrument of assignment is in form and substance satisfactory to the General Partners;

(d) the assignor and assignee named therein execute and acknowledge such other instrument or instruments as the General Partners may deem necessary or desirable to effectuate such admission;

(e) the assignee shall accept, adopt and approve in writing all of the terms and provisions of this Certificate and Agreement as the same may have been amended; and

(f) the assignee shall pay or, at the election of the General Partners, obligate himself to pay all reasonable expenses connected with such admission, including but not limited to the cost of preparing, filing and publishing any amendment of this Certificate and Agreement of Limited Partnership.

6.4 Further Restrictions on Transfers. No Partner shall make any transfer or assignment of all or any portion of his or her interest in the Partnership if said transfer or assignment would, when considered with all other transfers during the same applicable twelve-month period, cause a termination of this Partnership for federal or Rhode Island state income tax purposes.

6.5 Permitted Sales. Subject to the preceding subsections of this Article VI, a Partner may sell all or any part of his or its Partnership interest to another Partner. Except as hereafter provided, a Partner may not sell all or any part of his or its Partnership interest to a person who is not already a Partner except on the following conditions:

(a) Sections 6.3 and 6.4 must be complied with prior to completion of the sale.

(b) The selling Partner shall deliver written notice to the Partnership and to the other Partners, which notice shall state the name of the prospective purchaser and the price and terms offered by such prospective purchaser. The Partnership shall have a period of thirty (30) days following receipt of such notice in which to commit to purchase in whole or in part the Partnership interest the selling Partner proposes to sell. The commitments to purchase shall be at the same price (prorated if the offer is accepted in part) and on the same terms as are set forth in such notice.

(c) If the offer is rejected in whole or in part by the Partnership, the remaining Partners shall have an

option to commit to purchase the Partnership interest of the selling Partner, or such portion thereof as has not been committed to by the Partnership, as the case may be, at the price and on the terms set forth in such written notice. The remaining Partners shall have sixty (60) days following receipt of the notice referred to in Subsection (b) above to exercise such option. Each Partner shall have the option to commit to purchase a percentage of the offered Partnership interest (or the portion thereof not purchased by the Partnership, as the case may be) which is equal to such Partner's percentage interest in the losses of the Partnership as specified in Section 4.2 for periods after Subsection 4.2(b) has ceased to be applicable. In addition, if some Partners do not exercise their option to commit to purchase the offered interest, each Partner desiring to purchase a portion of the remaining interest shall be entitled to commit to purchase the portion that remains undisposed of in the ratio that his or her interest in losses of the Partnership bears to the total interest in losses of the Partnership of all Partners desiring to purchase portions of the remaining interest.

(d) If, after compliance with the provisions of Subsections (b) and (c), the Partnership and the other Partners have committed to purchase less than the entire Partnership interest desired to be sold, then for a period of one hundred twenty (120) days after the giving of the written notice referred to in Subsection (b) above the

selling Partner may sell such interest, or the remainder of it if that is what the selling Partner prefers, to the person or persons named in such written notice, but only at a price not lower than and on terms no more favorable than the price and terms set forth in such written notice.

After the expiration of the 120-day period, no portion of the interest shall be sold without first being reoffered to the Partnership and the remaining Partners in accordance with Subsections (b) and (c).

(e) Any sale or transfer or purported sale or transfer of any Partnership interest shall be null and void unless made strictly in accordance with the provisions of this Article.

6.6 Other Permitted Transfers. Notwithstanding any other provisions of this Article except Section 6.4, any individual Limited Partner may:

(a) Transfer or dispose of his interest herein by will.

(b) Transfer or dispose of his interest by gift to a member of the transferor's immediate family, or to a trustee for said family member. For purposes of this subsection, "immediate family" is defined as spouse, child, parent, sibling, or in-law, a lineal descendant or ancestor, or a corporation all of the voting stock of which is

owned by such Partner, members of his immediate family, or trustees for the benefit of members of his immediate family.

ARTICLE VII

Dissolution and Termination of Partnership

7.1 Right to Dissolve the Partnership. Except as provided in Section 6.1, no Partner shall have the right to cause dissolution of the Partnership before the expiration of the term for which it is formed.

7.2 Winding Up the Partnership. In the event of a sale or disposition of substantially all of the assets of the Partnership, or the death or incapacity of a General Partner, which is not followed by the election of the remaining Partners to continue the Partnership pursuant to Section 6.1, the Partnership shall immediately commence to wind up its affairs and sell all its assets. The Partners shall continue to share profits or losses from Partnership operations during liquidation in the same proportion as before dissolution. The proceeds from liquidation of the Partnership assets shall be applied as follows:

(a) Payment to creditors of the Partnership, other than Partners, in the order of priority provided by law.

(b) Payment to Partners for advances, if any, made by them to the Partnership.

(c) Payment to the Partners of the credit balances in their respective capital accounts.

(d) The balance, if any, shall be distributed to all Partners in the proportions set forth in Subsection 4.1(b).

7.3 Gains or Losses in Process of Liquidation. Any gain or loss on disposition of Partnership properties in the process of liquidation shall be credited or charged to the capital accounts of the Partners in the proportions set forth in Section 4.3.

ARTICLE VIII

Miscellaneous

8.1 Parties in Interest, etc. This Certificate and Agreement of Limited Partnership shall be binding upon, inure to the benefit of, and be enforceable by the Partners' respective heirs, legal representatives, successors and assigns.

8.2 Rhode Island Law to Govern. This Certificate and Agreement of Limited Partnership shall be governed by, and construed and enforced in accordance with, the laws of the State of Rhode Island.

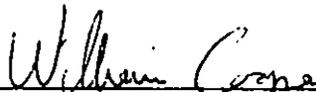
8.3 General. This Certificate and Agreement of Limited Partnership may be amended only by a written instrument executed by the Partners, or by their heirs, legal representatives, successors and assigns. The Article and Section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. This Certificate and Agreement of Limited Partnership may be executed simultaneously in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Certificate and Agreement as of the date first above written.



Uosis Juodvalkis, General Partner



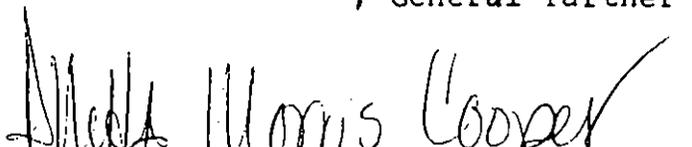
William E. Cooper, General Partner



Russell Long, Class A Limited Partner

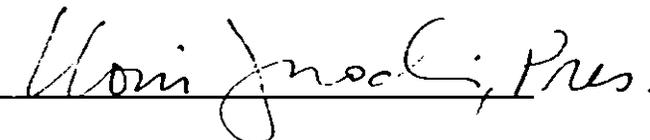
SAIL ON ASSOCIATES, Class A Limited Partner

By 
_____, General Partner



Alletta Morris Cooper, Custodian,
Class A Limited Partner

COLORLAB, LTD., Class A and Class B Limited Partner

By 
_____, Pres.

STATE OF Rhode Island
COUNTY OF Providence

In Providence on this 26th day of May, 1982,
before me personally appeared Uosis Juodvalkis, 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.

Michael J. Kelly
Notary Public
My Commission Expires 2/30/86

STATE OF Rhode Island
COUNTY OF Newport

In Newport on this 25th day of May, 1982,
before me personally appeared William ~~Cooper~~ Cooper, 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.

Joanne Nelson
Notary Public
My Commission Expires June 30, 1982

STATE OF NEW YORK
COUNTY OF NEW YORK

In _____ on this 24th day of MAY, 1982,
before me personally appeared Russell Long, 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.

John Holbrook
Notary Public
My Commission Expires 1983

JOHN HOLBROOK
Notary Public, State of New York
No. 01-1301660
Qualified in New York County
Commission Expires March 30, 1983

STATE OF
COUNTY OF

Rhode Island
Providence

In *Cranston R.I.* on this *24th* day of *May*, 1982,
before me personally appeared *Donald L. Goodrich* of
SAIL ON ASSOCIATES, 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, and the free
act and deed of said partnership.

Robert P. Bersing

Notary Public
My Commission Expires *June 30, 1986*

STATE OF
COUNTY OF

Rhode Island
Newport

In *Newport* on this *25th* day of *May*, 1982,
before me personally appeared Alletta Morris Cooper, custodian under
the Rhode Island Uniform Gifts to Minors Act for Ashley Heath Cooper
and Page Arrington Cooper, 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 individually
and in said capacity.

Jaime Nelson

Notary Public
My Commission Expires *June 30, 1986*

STATE OF
COUNTY OF

Rhode Island
Providence

In *Providence* on this *26th* day of *May*, 1982,
before me personally appeared *Uros Todorovic, President* of
COLORLAB, LTD., to me known and known by me to be the person execut-
ing the foregoing instrument, and he acknowledged said instrument by
him executed to be his free act and deed, and the free act and deed
of said corporation.

Michael J. [Signature]

Notary Public
My Commission Expires *6/30/86*

SCHEDULE A
Class A Limited Partners

<u>Name</u>	<u>Residence Address</u>
SAIL ON ASSOCIATES, a Rhode Island general partnership	One Harry Street Cranston, Rhode Island 02907
Russell Long	800 Third Avenue, 37th Floor New York, N. Y. 10022
Aletta Morris Cooper, custodian under the Rhode Island Uniform Gifts to Minors Act for Ashley Heath Cooper and Page Arrington Cooper	46 Poplar Street Newport, Rhode Island 02840
COLORLAB, LTD., a Rhode Island corporation	23 Peck Street Providence, Rhode Island

SCHEDULE B

Original Capital Contributions

<u>Name</u>	<u>Amount</u>
General Partners	
Uosis Juodvalkis	\$100.00
William L. Cooper	\$100.00
Class A Limited Partners	
SAIL ON ASSOCIATES	\$75,000.00
Russell Long	\$50,000.00
Alletta Morris Cooper, custodian	\$10,000.00
COLORLAB, LTD.	\$65,000.00
Class B Limited Partner	
COLORLAB, LTD.	\$100.00

.....50.00
8601A14.....50.00 BL

JUN 8 - 1982

W. H. Lee

June 4, 1982

Secretary of State
State House
Providence, RI 02903

Dear Sir:

Newport Associates, a Rhode Island limited partnership, hereby consents to the formation of, and the filing with your office of a Certificate and Agreement of Limited Partnership for, Here's Newport Associates, a Rhode Island limited partnership of which Uosis Juodvalkis and William L. Cooper shall be the general partners.

Very truly yours,

NEWPORT ASSOCIATES

By 
Perry Lewis, General Partner