

AGREEMENT AND CERTIFICATE
OF
LIMITED PARTNERSHIP

This Agreement and Certificate of Limited Partnership (the "Agreement") is made and entered into as of the 20th day of December, 1984, by and among Anthony A. Nunes, as general partner, (the "General Partner") and the individuals executing this Agreement as Limited Partners (hereinafter collectively referred to as the "Limited Partners" and individually as a "Limited Partner").

WITNESSETH:

In consideration of the mutual covenants set forth herein, and for other consideration the receipt and sufficiency whereof is hereby acknowledged do hereby agree as follows:

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

Section 1.01. Formation of Limited Partnership.

(a) The General Partner and the Limited Partners hereby enter into and form a limited partnership for the limited purposes and scope set forth herein (the "Limited Partnership"). The General Partner shall be the initial general partner and the Limited Partners shall be the initial limited partners. All of the Limited Partners and the General Partner are sometimes collectively referred to herein as the "Partners".

(b) Except as expressly provided for herein to the contrary, the rights and obligations of the General Partner and the Limited Partners and the administration and termination of the Limited Partnership shall be governed by the Rhode Island Uniform Limited Partnership Act. The interests of the General Partner and the Limited Partners in the Limited Partnership shall be personal property for all purposes. All real and other property owned by the Limited Partnership shall be deemed owned by the Limited Partnership as an entity, and no General Partner or Limited Partner, individually, shall have any ownership of such property.

Section 1.02. Purposes and Scope of Limited Partnership.

(a) The Limited Partnership shall be limited strictly to the acquisition, development, operation and management of the land, with the buildings and improvements now or hereafter located thereon, situated in Bristol, Rhode Island and being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Venture Area"), and shall not be extended by implication or otherwise except by the unanimous written agreement of the Partners.

(b) Subject only to any provisions contained herein expressly to the contrary, nothing in this Agreement shall be deemed to restrict in any way the freedom of any party hereto to conduct any business or activity whatsoever (including the acquisition, development and exploitation of real property) without any accountability to the Limited Partnership or any party hereto, even if such business or activity competes with the business of the Limited Partnership.

Section 1.03. Name of Limited Partnership. The business and affairs of the Limited Partnership shall be conducted solely under the name of Nunes Partners, and such name shall be used at all times in connection with the Limited Partnership business and affairs.

Section 1.04. Certificate of Limited Partnership. The General Partner and the Limited Partners shall join in the execution and filing with the Secretary of State of the State of Rhode Island of a Certificate of Limited Partnership.

Section 1.05. Scope of General Partner's Authority. Except as otherwise expressly and specifically provided in this Agreement, the General Partner shall have no authority to act for, or to assume any obligations or responsibility on behalf of, the Limited Partnership.

Section 1.06. Principal Place of Business. The principal place of business of the Limited Partnership shall be at 535 Metacom Avenue, Bristol, Rhode Island 02809 or at such other place as the Partners may agree upon from time to time.

Section 1.07. Term. The term of the Limited Partnership shall commence as of the date set forth above, and shall continue until December 31, 2020, unless sooner terminated in accordance with other provisions of this Agreement, or for so long as the Limited Partnership holds any interest in or has any obli-

gations relating to the Venture Area, or until the Partners agree to its termination as provided herein; provided, however, that none of the Partners shall have the right and each of the Partners hereby agrees not to withdraw from the Limited Partnership, nor to dissolve, terminate or liquidate, or to petition a court for the dissolution, termination or liquidation of the Limited Partnership, except as provided in this Agreement, and none of the Partners at any time shall have the right to petition or to take any action to subject the Venture Area or any part thereof or any of the assets of the Limited Partnership to the authority of any court of bankruptcy, insolvency, receivership or similar proceeding.

ARTICLE II

MANAGEMENT OF LIMITED PARTNERSHIP

Section 2.01. Management of Limited Partnership.

(a) The management and control of the business and affairs of the Limited Partnership shall be vested in the General Partner. No Limited Partner shall have or exercise any rights in connection with the management of the Limited Partnership, such management to be the full responsibility of the General Partner. Except where herein expressly provided to the contrary, all decisions with respect to the management and control of the Limited Partnership shall be made and agreed to by the General Partner and shall be binding on the Limited Partnership and all Limited Partners. When the phrase "approved by the General Partner" is used in this Agreement, such phrase shall mean approved in writing by the General Partner.

(b) No act shall be taken or sum expended or obligations incurred by the Limited Partnership with respect to a matter within the scope of any of the major decisions ("Major Decisions" or in the singular, a "Major Decision") affecting the Limited Partnership as defined below, unless such Major Decision has been approved by the General Partner. The Major Decisions shall be the following:

- (1) Acquisition of land or interest therein;
- (2) Financing of the Limited Partnership;
- (3) Sale, lease, or other transfer, or mortgaging or the placing of any other encumbrance on any of the Venture Area;

- (4) Lease or other arrangement involving space in any building on the Venture Area having a term of more than one (1) year;
- (5) Terminating or modifying any lease or other arrangement involving space in any building constructed on the Venture Area;
- (6) Construction of any other improvements to the Venture Area;
- (7) Selecting depreciation and accounting methods and making other decisions with respect to treatment of various transactions for federal income tax purposes, consistent with the other provisions of this Agreement;
- (8) Determining the type and limits of fidelity bonds obtained on various employees of the Limited Partnership;
- (9) Determining whether or not distributions should be made to the Partners, as more fully set forth in Section 4.02 hereof;
- (10) Determining the type of and purchase of insurance by the Limited Partnership;
- (11) Making any expenditure or incurring any obligation by or of the Limited Partnership involving a sum in excess of \$10,000.00 for any transaction or group of similar transactions except for expenditures made and obligations incurred pursuant to a plan theretofore approved by the General Partner;
- (12) Determination of the maximum and minimum working capital requirements of the Limited Partnership;
- (13) Any request for additional funds pursuant to Section 3.02(c) hereof; or
- (14) Consent to any transfer prohibited under Article V hereof.

Section 2.02. Compensation of General Partner.

(a) Except as may be expressly provided for herein, no payment will be made by the Limited Partnership to any General Partner for the services of such General Partner or any employee of any General Partner.

(b) The General Partner shall be reimbursed by the Limited Partnership for the reasonable out-of-pocket expenses incurred by such General Partner on behalf of the Limited Partnership, including all legal, accounting, travel and other similar expenses reasonably incurred by the General Partner in connection with the formation of the Limited Partnership and acquisition and development of properties in the Venture Area.

Section 2.03. ["Intentionally Omitted"]

ARTICLE III

FINANCING

Section 3.01. Initial Capital Contributions.

(a) Contemporaneously with or prior to the execution of this Agreement, the General Partner and the Limited Partners have contributed to the Limited Partnership that undivided fractional interest in the Venture Area at the agreed value set forth opposite his, her or its name as set forth on Exhibit B attached hereto.

(b) The term "Limited Partnership Ownership Percentage Interest" shall mean the respective interest in the Limited Partnership held from time to time hereafter by the General Partner and the Limited Partners. The initial Limited Partnership Ownership Percentage for the General Partner and the Limited Partners is set forth on Exhibit B attached hereto.

Section 3.02. Financing.

(a) Unless otherwise agreed to by the General Partner, the sums of money required to finance the business and affairs of the Limited Partnership shall be derived first from the equity in the Venture Area, and the Limited Partnership shall endeavor to borrow, from time to time, using the Venture Area as mortgage collateral, all sums of money required to conduct its business and affairs.

(b) The term "Limited Partnership Revenues" shall mean the total amounts received by the Limited Partnership for the period indicated from operations, rentals, sales, financing (including the sums borrowed pursuant to any loan or loans), refinancing and other sources except capital contributions.

(c) If from time to time the aggregate of the Limited Partnership Revenues and the sums of money borrowed by the Lim-

ited Partnership pursuant to Section 3.02 hereof less amounts distributed to the Partners pursuant to Section 4.02 hereof is not adequate to finance the (i) cost of constructing improvements on the Venture Area or reconstructing, renovating or repairing improvements thereon, (ii) operating deficits, (iii) service of any indebtedness, and (iv) other sums of money required to be expended in connection with the business and affairs of the Limited Partnership, then from time to time the General Partner shall contribute to the capital of the Limited Partnership such additional sums as may be required to finance the expenditures referred to in Subsections (i) through (iv) of this Section 3.02(c). The amounts so contributed shall be credited to the capital account of the General Partner.

(d) Any one or more of the Limited Partners or the General Partner shall have the right to contribute to the Limited Partnership such additional sums of money, in cash, as such Limited Partner or General Partner desires. All amounts so contributed shall be credited to the capital account of the General Partner or Limited Partner making such contribution, but no such contribution shall change the percentages referred to in Section 3.01(a) and set forth on Exhibit B attached hereto unless such change shall be approved in writing by all of the Partners.

ARTICLE IV

ACCOUNTING AND DISTRIBUTIONS

Section 4.01 Tax Status, Allocations and Reports.

(a) Any provisions hereof to the contrary notwithstanding, solely for United States federal income tax purposes, the Partners will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the United States Internal Revenue Code of 1954, as amended; provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Limited Partnership or expand the obligations or liabilities of the Partners. At the request of the General Partner, the Limited Partnership shall file an election under Section 754 of the United States Internal Revenue Code of 1954.

(b) For accounting and federal and state income tax purposes, except as herein otherwise specifically provided, all income, deductions, credits, gains and losses of the Limited Partnership shall be allocated to the General Partner and Limited Partners in their respective Limited Partnership Ownership Percentage Interests; provided, however, if the computation of the amount of any such item uses a basis of property transferred to

the Limited Partnership by a General Partner or Limited Partner different from the tax basis of such property, the difference between such amounts and the amount of such item computed by using the tax basis of such property shall be allocated for tax purposes to the General Partner or Limited Partner transferring such property to the Limited Partnership. Any item which is stipulated to be an expense of the Limited Partnership under the terms of this Agreement or which would be so treated in accordance with generally accepted accounting principles shall be treated as an expense of the Limited Partnership for all purposes hereunder, whether or not such item is deductible for purposes of computing net income for federal income tax purposes.

Section 4.02. Distributions to Partners.

(a) At the end of each calendar quarter, the General Partner shall determine reasonable working capital requirements of the Limited Partnership to service the debt and other obligations of the Limited Partnership. The term "Distributable Funds" shall mean the amount by which the total of the cash owned by the Limited Partnership from time to time is in excess of the reasonable working capital requirements of the Limited Partnership.

(b) Within thirty (30) days after the end of each calendar quarter for which it has been determined that Distributable Funds exist, such Distributable Funds shall be distributed to the Partners in their respective Limited Partnership Ownership Percentage Interests.

(c) In the event that the General Partner agrees to sell all or any portion of any interest in the property of the Limited Partnership pursuant to Section 2.01, then in such event, the net proceeds of such sale shall be deemed to be Distributable Funds and shall be distributed in accordance with the provisions of Section 4.02(b).

Section 4.03. Accounting.

(a) The fiscal year of the Limited Partnership shall end on the last day of December of each year. The books of account of the Limited Partnership shall be kept and maintained at all times at the place or places approved by the General Partner. The books of account shall be maintained on an accrual basis in accordance with generally accepted accounting principals, consistently applied, and shall show all items of income and expense.

Section 4.04. Bank Accounts. Funds of the Limited Partnership shall be deposited in a Limited Partnership account or accounts in the bank or banks approved by the General Partner. Withdrawals from bank accounts shall be made by parties approved by the General Partner.

ARTICLE V

PROHIBITED TRANSFER

Section 5.01. Except as expressly set forth herein, no General Partner or Limited Partner may sell, convey, transfer, assign, or otherwise transfer, mortgage, hypothecate, encumber or permit or suffer any encumbrance of all or any part of its, his or her interest in the Limited Partnership unless approved by all of the Partners. Any attempt to so sell, transfer, convey, assign, mortgage, hypothecate or encumber such interest shall be void and of no force or effect whatsoever.

ARTICLE VI

RETIREMENT OR DEATH OF GENERAL PARTNER

Section 6.01. Retirement. The General Partner may retire or withdraw from the Limited Partnership upon thirty (30) days' prior written notice to all of the other Partners.

Section 6.02. Disposition of Interest of General Partner. Upon the dissolution, termination of existence, or withdrawal, retirement, death or mental incapacity (if an individual) of the General Partner, the withdrawing or retiring General Partner or his personal or other representative in the case of his death, or its dissolution or termination of existence (hereinafter the withdrawing or retiring General Partner or his or its aforesaid representative are collectively referred to as the "Retiring General Partner") shall offer for sale to all of the remaining Partners all of the Retiring General Partner's right, title and interest in the Limited Partnership at a stated price. The remaining Partners shall have the option to purchase all (but not less than all) of the interests so offered by the Retiring General Partner as provided in Section 6.03 hereof. If the remaining Partners shall elect not to purchase such interests, the Limited Partnership shall be dissolved and the assets distributed in accordance with Article VII hereof. The remaining Partners, having the option to purchase hereunder, shall be hereinafter referred to as the "Purchasing Partners".

Section 6.03. Method of Effecting Purchase. Within thirty (30) days after receipt of the notice referred to in Section 6.02 hereof, each of the Purchasing Partners shall notify in writing the Retiring General Partner and all other Partners of his or her intent to either purchase the interests so offered or dissolve the Limited Partnership. In the event any of the Purchasing Partners elects to purchase the interests so offered, such purchase shall be effected by the Purchasing Partners within ninety (90) days of the exercise of the option to purchase, with twenty (20%) percent of the purchase price to be paid in cash with the balance to be paid pursuant to an unsecured promissory note payable on a direct reduction basis over a term of seven (7) years at an interest rate of ten (10%) per annum, and the Retiring General Partner shall transfer his or its interest free and clear of all liens and encumbrances.

ARTICLE VII

TERMINATION AND DISSOLUTION

Section 7.01. Termination of Limited Partnership. The Limited Partnership shall terminate on the first of the happening of any of the following events:

(a) Sale of substantially all of the property of the Limited Partnership.

(b) Mutual consent of all the Partners.

(c) The insolvency, assignment for the benefit of creditors, petition or adjudication in bankruptcy, appointment of a receiver, or the attachment of the interest in the Limited Partnership of the General Partner.

(d) Upon the dissolution, termination of existence, death or retirement of the General Partner and upon the refusal of the Purchasing Partners to purchase the interest of the General Partner pursuant to the provisions of Article VI hereof.

Section 7.02. Reformation of Limited Partnership. Upon dissolution of the Limited Partnership pursuant to Section 7.01 hereof, the remaining Partners shall determine as quickly as possible whether or not the Limited Partnership (as a limited partnership, general partnership, joint venture or similar organization) shall be reformed and its existence continued under arrangements which make proper provision for its liability. In the event of such reformation by the Partners, the reformed entity shall have an option to purchase all of the Limited Partnership

Ownership Percentage Interests of the General Partner for a purchase price equal to the book value of the General Partner's aforesaid interests as of the day of dissolution. Such book value shall be calculated by the independent certified public accountants regularly servicing the Limited Partnership in a manner consistent with previous practice and in accordance with generally accepted accounting principles. This option shall be exercised by giving notice in writing to the General Partner or to his or its successor in interest, if applicable, within sixty (60) days of the dissolution. The closing with respect to such option to purchase shall be held within ninety (90) days of dissolution and payment for such interests of the General Partner shall be effected as described in Section 6.03 with twenty (20%) percent of the purchase price payable in cash and with the remainder to be financed pursuant to the unsecured promissory note described in said Section 6.03. If the Limited Partners are unable to reach agreement with respect to the reformation of the Limited Partnership, the Limited Partnership shall be liquidated in the manner provided by law and the assets of the Limited Partnership shall be distributed as provided in Section 7.03 hereof.

Section 7.03. Distribution of Assets. Upon termination of the Limited Partnership the assets of the Limited Partnership shall be sold 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 Limited Partnership and the expense of liquidation;
- (b) The setting up of any reserves which the General Partner deems necessary for any contingent or unforeseen liabilities of the Limited Partnership; and
- (c) The remaining assets shall be distributed to the Partners as set forth in proportion to their respective Limited Partnership Ownership Percentage Interests as of the date of termination of the Limited Partnership.

Section 7.04. Accounting to General Partner and Limited Partners. Upon termination and liquidation a statement prepared by the Limited Partnership's independent certified public accountant shall be sent to each of the Partners within sixty (60) days after completion of the liquidation as aforesaid, setting forth the assets and liabilities of the Limited Partnership and the distribution thereof.

ARTICLE VIII

Section 8.01. Immediate Family Transfers Permitted.

Notwithstanding anything contained herein to the contrary or which might be construed to the contrary, any General Partner (if an individual) or Limited Partner may, at any time, transfer or dispose of all (but not less than all) of his or her right, title and interest in and to the Limited Partnership by will or intestacy to or for the benefit of the deceased Partner's Immediate Family (as that term is defined herein) or transfer during lifetime, by gift of inter vivos trust, to or for the benefit of such Partner's Immediate Family. In addition, any Limited Partner may sell, transfer, assign or otherwise convey all (but not less than all) of his or her interests in the Limited Partnership to any other Partner hereof without the prior consent or approval of any other Partner. For the purposes of this provision, the term "Immediate Family" shall mean the husband, wife, adult child, adult grandchild, father, mother, adult sister, adult brother, parent-in-law, sister-in-law, brother-in-law, stockholder of a corporate limited partner or beneficiary of a trust limited partner, provided that with respect to trust limited partners, the beneficiaries thereof may be minors of the above type if:

(a) by the terms of the trust, no distribution to any beneficiary of all or any part of the Limited Partnership Interests may be made until such beneficiary shall attain the age of majority under applicable state law; or

(b) there shall be a guardian of such minor's property appointed.

Section 8.02. New Partner Adjustments. In the event of the admission of a Limited Partner or the assignment of any interests of any Partner as expressly permitted hereunder occurring any time during the fiscal year of the Limited Partnership, such admission, assignment or other transfer shall be deemed to have been made on the first day of the month during which such admission, assignment or other transfer shall have occurred, or on the nearest date thereto otherwise permitted by Internal Revenue Code, as amended, if such date shall not be permitted. Any distribution of Distributable Funds attributable to the fiscal period in which such assignment or transfer shall have occurred shall be shared pro rata between the Assignor (or Transferor) and Assignee (or Transferee) based upon the attributed assignment date, unless the parties otherwise agree in writing assented to by all of the Partners.

Section 8.03. Limitation on Admission. No additional Partners may be admitted to the Limited Partnership without the prior written consent of all Partners. The General Partner agrees not to admit any additional Partners except pursuant to the prior written consent of all Partners and then only pursuant to such terms as shall have been agreed to by all Partners. The terms so agreed to shall constitute an amendment of this Agreement and the parties shall promptly execute and record a certificate of the amendment of this Agreement with the Secretary of State. In addition, no additional units for limited partnership interests shall be issued by the General Partner without the prior written consent of all Partners. No third party may become a Partner except pursuant to the prior written consent of all Partners and unless such third party executes an instrument in form and substance satisfactory to the Partners pursuant to which such party accepts and agrees to be bound by the provisions of this Agreement. In addition, the Partners shall execute and record with the Secretary of State's office a certificate amending this Agreement. In addition, notwithstanding anything contained herein to the contrary or which might be construed to the contrary, no assignment, transfer, sale or any other form of conveyance of any interest in the Limited Partnership shall be allowed if such transfer, assignment, sale or other conveyance, when taken in conjunction with any other similar transactions occurring within the twelve (12) month period ending with the date of such proposed transaction, shall exceed forty-nine (49%) percent of the total interests in the Limited Partnership, or if such transactions would trigger a dissolution of the Limited Partnership pursuant to any applicable provision of the Internal Revenue Code, as from time to time amended.

ARTICLE IX

GENERAL

Section 9.01. Notices.

(a) All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any party hereto shall be sent by registered or certified mail, return receipt requested, postage prepaid, at the addresses set forth in Exhibit B attached hereto.

(b) All notices, demands and requests shall be effective upon being deposited in the United States mail. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt on the return receipt of the notice, demand or request by the addressee thereof.

(c) By giving to the other party at least thirty (30) days' written notice thereof, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as his or its address any other address within the United States of America.

Section 9.02. Governing Laws. This Agreement and the rights and obligations of the General Partner and Limited Partners hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Rhode Island.

Section 9.03. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

Section 9.04. Waiver. No consent or waiver, express or implied, by any party to or of any breach or default by any other in the performance by the other of his or its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of its rights hereunder.

Section 9.05. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 9.06. Death of a Limited Partner. The death of any Limited Partner shall not dissolve the Limited Partnership. In such event, the executors or administrators of the deceased Limited Partner shall, for the purposes of settling his or her estate, have all the rights of a Limited Partner and may become a substituted Limited Partner. In addition, they shall have the same right (subject to the same limitations) as the deceased Limited Partner would have under the provisions hereof to assign or transfer the deceased Limited Partner's interests in the Limited Partnership.

Section 9.07. Limitation of Agency. Nothing contained within this Agreement shall be construed to constitute any Partner as the agent of any Partner, except as expressly provided herein, or in any manner to limit the Partners in the carrying of their own respective businesses or activities.

Section 9.08. Binding Agreement. Subject to the restriction on transfers and encumbrances set forth herein, (i) this Agreement shall inure to the benefit of and be binding upon the undersigned parties and their respective heirs, executors, legal representatives, successors and assigns, and (ii) whenever, in this instrument, a reference to any party is made, such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of such party.


IN WITNESS WHEREOF, this Agreement has been executed effective as of the date first above written.

General Partner:

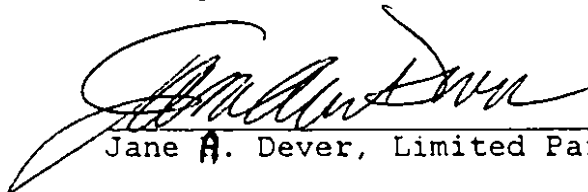


Anthony A. Nunes

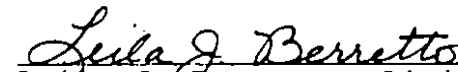
Limited Partners:



Alan A. Nunes, Limited Partner



Jane A. Dever, Limited Partner



Leila J. Berretto, Limited Partner



Dawn M. Nunes, Limited Partner

STATE OF RHODE ISLAND
County of Providence

In Providence on the 20th day of December, 1984, before me personally appeared ANTHONY A. NUNES, to me known and known by me to be the person executing the foregoing instrument and acknowledged said instrument by him so executed to be his free act and deed.

Judith M. Dumas
Notary Public Judith M. Dumas
Notary Public
My Commission expires:

June 30, 1986

STATE OF RHODE ISLAND
County of Providence

In Providence on the 20th day of December, 1984, before me personally appeared ALAN A. NUNES, to me known and known by me to be the person executing the foregoing instrument and acknowledged said instrument by him so executed to be his free act and deed.

Judith M. Dumas
Notary Public Judith M. Dumas
Notary Public
My Commission expires:

June 30, 1986

STATE OF RHODE ISLAND
County of Providence

In Providence on the 20th day of December, 1984, before me personally appeared JANE A. DEVER, to me known and known by me to be the person executing the foregoing instrument and acknowledged said instrument by her so executed to be her free act and deed.

Judith M. Dumas
Notary Public Judith M. Dumas
Notary Public
My Commission expires:

June 30, 1986

STATE OF RHODE ISLAND
County of Providence

In Providence on the 20th day of December, 1984, before me personally appeared LEILA J. BERRETTO, to me known and known by me to be the person executing the foregoing instrument and acknowledged said instrument by her so executed to be her free act and deed.

Judith M. Dumas
Notary Public Judith M. Dumas
My Commission expires:
June 30, 1986 *Notary Public*

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on the 20th day of December, 1984, before me personally appeared DAWN M. NUNES, to me known and known by me to be the person executing the foregoing instrument and acknowledged said instrument by her so executed to be her free act and deed.

Judith M. Dumas
Notary Public *Judith M. Dumas*
Notary Public
My Commission expires:

June 30, 1986

Exhibit A

That certain tract or parcel of land with all buildings and improvements thereon situated on the easterly side of Metacom Avenue in the Town of Bristol, County of Bristol, State of Rhode Island and is bounded and described as follows:

Beginning at the northwesterly corner of the herein described parcel which is also the southwest corner of land now or formerly belonging to E.L.J. Inc., said point is located sixty five and two tenths feet more or less (65.2') southerly of a Rhode Island Highway Bound set at station 189+23 and two feet (2') on Metacom Avenue according to State Highway Plat No 955;

thence running easterly along the center of a stone wall bounding northerly on said E.L.J., Inc. land for a distance of four hundred forty six and twenty hundredths feet (446.20') to a drill hole placed for an angle;

thence turning an interior angle of $180^{\circ}-09'-30''$ and running easterly along said stonewall bounding northerly on said E.L.J., Inc. land for a distance of four hundred six and ninety three hundredths feet (406.93') to a drill hole placed for an angle;

thence turning an interior angle of $180^{\circ}-08'-55''$ and running easterly along said stone wall bounding northerly in part on said E.L.J., Inc. land, in part on Christopher Drive and in part on land now or formerly belonging to Edward C. Jr. and Mary E. Boyd for a distance of three hundred seventy six and sixty four hundredths feet (376.64') to a drill hole place for an angle;

thence turning an interior angle of $179^{\circ}-02'-05''$ and running easterly along said stone wall bounding northerly in part on said Boyd land and in part on land now or formerly belonging to Glenn P. and Donna A. Sousa for a distance of one hundred ninety seven and fifty seven hundredths feet (197.57') to a drill hole placed for an angle;

thence turning an interior angle of $182^{\circ}-38'-50''$ and running easterly along said stone wall bounding northerly on said Sousa land for a distance of seventy six and ten hundredths feet (76.10') to a drill hole placed for an angle;

thence turning an interior angle of $174^{\circ}-47'-20''$ and running easterly along said stone wall bounding northerly on said Sousa land for a distance of forty eight and no hundredths feet (48.00') to a drill hole placed for an angle;

thence turning an interior angle of $182^{\circ}-53'-25''$ and running easterly along said stone wall bounding northerly in part on said Sousa land and in part on land now or formerly belonging to Donald E. And Elizabeth Mattson Joiner for a distance of three hundred six and thirty five hundredths feet (306.35') to a pin set in lead for an angle;

thence turning an interior angle of $179^{\circ}-56'-35''$ and running easterly along said stone wall bounding northerly in part on land now or formerly belonging to Robert and Mary Lake and in part on land belonging to Antonio T. and Mary E. Fonseca for a distance of two hundred ninety six and eighty seven hundredths feet (296.87') to a drill hole placed for an angle;

thence turning an interior angle of $179^{\circ}-30'-20''$ and running easterly along said stone wall bounding northerly on said Fonseca land for a distance of one hundred thirteen and twenty two hundredths feet (113.22') to a drill hole placed for an angle;

thence turning an interior angle of $180^{\circ}-53'-30''$ and running easterly along said stone wall bounding northerly in part on land now or formerly belonging to David P. and Carol A. Centazzo and in part on land now or formerly belonging to Suzanna B. Moreira for a distance of two hundred thirty four and fifty hundredths feet (234.50') to a drill hole placed for an angle;

thence turning an interior angle of $179^{\circ}-19'-50''$ and running easterly along said stone wall bounding northerly in part on land belonging to Russell M. and Lois Brown and in part on land now or formerly belonging to Glenn R. and Maria Correia for a distance of three hundred forty four and no hundredths feet (344.00') to a drill hole placed for an angle;

thence turning an interior angle of $180^{\circ}-17'-30''$ and running easterly along said stone wall bounding northerly on said Thayer Street for a distance of one hundred forty and thirty five hundredths feet (140.35') to a drill hole placed for an angle;

thence turning an interior angle of $179^{\circ}-33'-50''$ and running easterly bounding northerly on said Thayer Street for a distance of one hundred eighty three and ninety three hundredths feet (183.93') to land now or formerly belonging to Mary M. Stephenson for a corner;

thence turning an interior angle of $90^{\circ}-12'-30''$ and running southerly bounding easterly on said Stephenson land for a distance of four hundred thirty and thirty one hundredths feet (430.31') to a corner;

thence turning an interior angle of $270^{\circ}-00'-00''$ and running easterly bounding northerly on said Stephenson land for a distance of Seven hundred twenty three feet more or less (723'±) to Mean High Water at the Kickemuit River for a corner;

thence turning and running generally southerly, meandering along Mean High Water of said Kickemuit River for a distance of six hundred forty five feet more or less (645'±) to land now or formerly belonging to Ralph C. Pilkington for a corner;

thence turning and running southwesterly in part along the centerline of a stone wall bounding southeasterly on said Pilkington land for a distance of four hundred thirty feet more or less (430'±) to a drill hole placed for an angle;

thence turning an interior angle of 180°-39'-00" and running southwesterly along said stone wall bounding southeasterly on said Pilkington land for a distance of one hundred forty seven and seventy seven hundredths feet (147.77') to an angle;

thence turning an interior angle of 179°-39'-30" and running southwesterly along said stone wall bounding southeasterly in part on land now or formerly belonging to Roland H. and Francis E. Cook, in part on land now or formerly belonging to John D. and Ann M. Lee, and in part on land now or formerly belonging to Angelina and Edmund Oliver for a distance of six hundred forty four and seventy three hundredths feet (644.73') to a corner;

thence turning an interior angle of 263°-58'-15" and running southerly bounding easterly on said Oliver land for a distance of one hundred seventy five and twenty hundredths feet (175.20') to Juniper Court for a corner;

thence turning and running generally westerly bounding southerly on said Juniper Court, curving to the right along the arc of a curve having a radius of seven hundred fifty nine and fifty four hundredths feet (759.54'), a central angle of 3°-46'-38" for an arc distance of fifty and seven hundredths feet (50.07') to land now or formerly belonging to Paul and Lizzie Nielson for a corner;

thence turning and running northerly bounding westerly on said Nielson land for a distance of one hundred seventy two and sixty four hundredths feet (172.64') to the center of a stone wall for a corner;

thence turning an interior angle of 276°-01'-45" and running southwesterly along said stone wall bounding southeasterly in part on said Nielson land and in part on land now or formerly belonging to Norman K.H. and Betty L. Tam for a distance of five hundred twenty and no hundredths feet (520.00') to an angle;

thence turning an interior angle of 167°-40'-55" and running westerly along said stone wall bounding southerly on land now or formerly belonging to Frank Jr. and Ruth M. Pagano for a distance of five hundred seventy six and forty eight hundredths feet (576.48') to an angle;

thence turning an interior angle of 180°-54'-40" and running westerly along said stone wall bounding southerly on said Pagano land for a distance of eighty five and fifty two hundredths feet (85.52') to a drill hole placed for an angle;

thence turning an interior angle of 179°-01'-25" and running westerly along said stone wall bounding southerly in part on said Pagano land and in part on land now or formerly belonging to Frank M. Fales for a distance of four hundred seventeen and seventy four hundredths feet (417.74') to a drill hole placed for an angle;

thence turning an interior angle of $178^{\circ}-21'-00''$ and running westerly along said stone wall bounding southerly on said Fales land for a distance of three hundred twenty nine and three hundredths feet (329.03') to a drill hole placed for an angle;

thence turning an interior angle of $179^{\circ}-38'-15''$ and running westerly along said stone wall bounding southerly on said Fales land for a distance of four hundred twenty two and fifty nine hundredths feet (422.59') to a reinforcing rod set in the ground at a corner of said stone wall for a corner;

thence turning an interior angle of $270^{\circ}-44'-10''$ and running southerly along said stone wall bounding easterly on said Fales land for a distance of one hundred eighty five and ninety four hundredths feet (185.94') to a drill hole placed for an angle;

thence turning an interior angle of $180^{\circ}-30'-35''$ and running southerly along said stone wall bounding easterly on said Fales land for a distance of one hundred eighty four and twenty one hundredths feet (184.21') to a drill hole placed at an intersection of stone walls for a corner;

thence turning an interior angle of $91^{\circ}-04'-20''$ and running westerly along a stone wall bounding southerly on said Fales land for a distance of thirty nine and fifty four hundredths feet (39.54') to a drill hole placed for an angle;

thence turning an interior angle of $175^{\circ}-33'-15''$ and running westerly along said stone wall bounding southerly on said Fales land for a distance of one hundred ninety nine and eighty hundredths feet (199.80') to a drill hole found for a corner;

thence turning an interior angle of $95^{\circ}-48'-55''$ and running northerly bounding westerly in part on land now or formerly belonging to Lionel J. Ramos and in part on land now or formerly belonging to John G. Rego for a distance of four hundred seventy eight and ninety four hundredths feet (478.94') to a $\frac{1}{2}$ inch iron pipe found for a corner;

thence turning an interior angle of $265^{\circ}-34'-20''$ and running westerly bounding southerly on said Rego land for a distance of one hundred ninety nine and seventy seven hundredths feet (199.77') to a $\frac{1}{2}$ inch iron pipe found and Metacom Avenue for a corner;

thence turning an interior angle of $94^{\circ}-24'-15''$ and running northerly along the easterly street line of Metacom Avenue as established by State Highway Plat #955 for a distance of one hundred forty nine and seven hundredths feet (149.07') to the center of a stone wall and land now or formerly belonging to Village Investment Corporation for a corner;

thence turning an interior angle of $86^{\circ}-56'-45''$ and running easterly along a stone wall bounding northerly on said Village Investment Corporation land for a distance of nine hundred twenty and thirteen hundredths feet (920.13') to an angle;

thence turning an interior angle of $180^{\circ}-27'-15''$ and running easterly bounding northerly on land now or formerly belonging to Mary M. Stephenson for a distance of seven hundred forty six and thirty eight hundredths feet (746.38') to the center of a stone wall for a corner;

thence turning an interior angle of $267^{\circ}-23'-35''$ and running northeasterly along said stone wall bounding northwesterly on said Stephenson land for a distance of ninety three and seventeen hundredths feet (93.17') to a drill hole placed at the end of said stone wall for an angle;

thence turning an interior angle of $179^{\circ}-42'-10''$ and running northeasterly bounding northwesterly on said Stephenson land for a distance of five hundred seventy six and eighteen hundredths feet (576.18') to the center of a stone wall for a corner;

thence turning an interior angle of $274^{\circ}-13'-10''$ and running westerly along said stone wall bounding southerly on said Stephenson land for a distance of seventy four and thirty hundredths feet (74.30') to an angle;

thence turning an interior angle of $178^{\circ}-50'-20''$ and running westerly along said wall bounding southerly on said Stephenson land for a distance of one hundred forty seven and eleven hundredths feet (147.11') to an angle;

thence turning an interior angle of $181^{\circ}-14'-50''$ and running westerly in part along said stone wall bounding southerly on said Stephenson land for a distance of sixty four and thirty hundredths feet (64.30') to a corner;

thence turning an interior angle of $80^{\circ}-22'-00''$ and running northerly along said stone wall bounding westerly on said Stephenson land for a distance of twenty two and ninety one hundredths feet (22.91') to a corner;

thence turning an interior angle of $275^{\circ}-46'-00''$ and running westerly in part along said stone wall bounding southerly on said Stephenson land for a distance of two hundred seventy three and seventy four hundredths feet (273.74') to an angle;

thence turning an interior angle of $180^{\circ}-19'-30''$ and running westerly along a stone wall bounding southerly on land now or formerly belonging to Francis Donald and Marie Borges Haileman for a distance of one hundred eighty and no hundredths feet (180.00') to an iron pipe found for an angle;

thence turning an interior angle of $183^{\circ}-47'-10''$ and running westerly along said stone wall bounding southerly in part on aforesaid Village Investment Corporation land and in part on land now or formerly belonging to John P. Saviano for a distance of seven hundred thirty eight and sixty hundredths feet (738.60') to the corner of said wall for a corner;

thence turning an interior angle of $271^{\circ}-40'-00''$ and running southerly along said stone wall bounding easterly on said Saviano land for a distance of forty and twenty hundredths feet (40.20') to land now or formerly belonging to Village Motors, Inc. for a corner;

thence turning an interior angle of $88^{\circ}-17'-50''$ and running westerly bounding southerly on said Village Motors, Inc. for a distance of two hundred fifty six and ninety hundredths feet (256.90') to Metacom Avenue for a corner;

thence turning an interior angle of $91^{\circ}-00'-00''$ and running northerly along the easterly street line of Metacom Avenue as established by State Highway Plat #955 for a distance of three hundred twenty three and twenty five hundredths feet (323.25') to the point and place of beginning.

The last described line forming an interior angle of $90^{\circ}-43'-05''$ with the first described line.

Said parcel contains 81.5 acres more or less.

12/14/84

EXHIBIT B

<u>Name</u>	<u>Value</u>	<u>Ownership Percentage</u>
Anthony A. Nunes c/o Anthony A. Nunes, Inc. 535 Metacom Avenue Bristol, Rhode Island 02809	\$3,000.00	40%
Alan A. Nunes c/o Anthony A. Nunes, Inc. 535 Metacom Avenue Bristol, Rhode Island 02809	\$1,125.00	15%
Jane A. Dever c/o Anthony A. Nunes, Inc. 535 Metacom Avenue Bristol, Rhode Island 02809	\$1,125.00	15%
Leila J. Berretto c/o Anthony A. Nunes, Inc. 535 Metacom Avenue Bristol, Rhode Island 02809	\$1,125.00	15%
Dawn M. Nunes c/o Anthony A. Nunes, Inc. 535 Metacom Avenue Bristol, Rhode Island 02809	\$1,125.00	15%

DEC 20 1984

Handwritten initials

12/21/84

12/21/84

J