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FIRST AMENDMENT TO CERTIFICATE AND AGREEMENT OF  
LIMITED PARTNERSHIP  
OF COMMERCE PARK WEST LIMITED PARTNERSHIP

This First Amendment to Certificate and Agreement of Limited Partnership of Commerce Park West Limited Partnership (hereinafter "Amendment"), made as of November 1, 1987, is by and among Picerne Investment Corporation, a Rhode Island corporation, Kenneth A. Picerne, Robert M. Picerne, David R. Picerne, Ronald R.S. Picerne, Donna P. Papps and John G. Picerne.

WITNESSETH

WHEREAS, the parties hereto are the general and limited partners (including certain additional limited partners to be admitted pursuant to the terms hereof) of Commerce Park West Limited Partnership, a Rhode Island limited partnership (hereinafter the "Partnership"); and

WHEREAS, the Partnership is governed by a Certificate and Agreement of Limited Partnership dated as of June 25, 1986 (hereinafter the "Partnership Agreement"); and

WHEREAS, pursuant to an Agreement dated as of November 1, 1987, the parties hereto agreed to amend the Partnership Agreement to admit to the Partnership additional limited partners and to reallocate among the Partners their respective interests in Partnership capital, profits, losses, and cash distributions substantially as set forth herein; and

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WHEREAS, the partners now desire to amend the Partnership Agreement to carry out the above-mentioned Agreement; and

WHEREAS, all partners have consented to the admission to the Partnership of additional Limited Partners and the amendments contained herein; and

WHEREAS, the purposes of this Amendment to the Partnership Agreement are to (i) provide for the admission to the Partnership of additional limited partners and (ii) adjust the allocations of Partnership profits, losses and distributions. Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

1. Ronald R.S. Picerne, David R. Picerne, Robert M. Picerne, Kenneth A. Picerne, Donna P. Papps and John G. Picerne are hereby admitted to the Partnership as limited partners owning those interests set forth in Schedules A and C attached hereto.

2. This grant of limited partnership interests includes all rights in and claims to any Partnership profits, losses, and distributions, and any other benefits of any nature allocable under the Partnership Agreement to the limited partnership interests hereby granted, arising on and after the date hereof.

3. The new limited partners accept all the right, title and interest hereby granted by the Partnership, and agree to become limited partners in the Partnership with respect to the partner-

ship interests hereby granted. The limited partners hereby assume and agree to observe, perform and be bound by, all the terms and provisions of the Partnership Agreement applicable to the holder of a limited partnership interest. The new limited partners agree to be bound by the terms of all notes, mortgages and other agreements relating to the Partnership to the same extent as the other limited partners.

4. The term "Percentage Interest" is hereby eliminated from Article II of the Partnership Agreement.

5. Section 6.02 of the Partnership Agreement is hereby amended to read in its entirety as follows:

6.02 Profits, Losses and tax credits of the Partnership shall be allocated or chargeable to the General Partners and to the Limited Partners according to Schedule C attached hereto.

6. Section 7.01 of the Partnership Agreement is hereby amended to read in its entirety as follows:

7.01 Cash Flow of the Partnership shall be distributed to the Partners, at such time as the General Partners deem advisable but in no event less than once in each Fiscal Year, according to Schedule C attached hereto.

7. Subparagraph Fourth (iv) of Section 7.02 of the Partnership Agreement is hereby amended to read in its entirety as follows:

(iv) the balance, if any, to the Partners according to Schedule C.

8. Schedule A of the Partnership Agreement is hereby amended as attached hereto.

9. The Partnership Agreement is hereby amended by adding Schedule C as attached hereto.

10. The Partnership Agreement, as hereby amended, is ratified, approved and confirmed in all respects.

WITNESS the execution hereof under seal this 30th day of December 1987, effective as of the date first above written.

GENERAL PARTNERS

Picerne Investment Corporation  
a Rhode Island corporation

By [Signature]  
Title SVP

[Signature]  
Kenneth A. Picerne

LIMITED PARTNERS

Picerne Investment Corporation  
a Rhode Island corporation

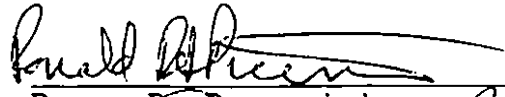
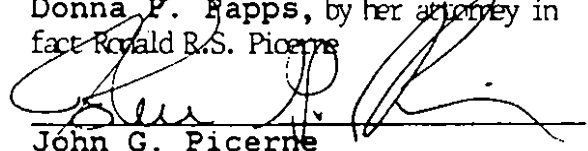
By [Signature]  
Title SVP

[Signature]  
Kenneth A. Picerne

[Signature]  
Robert M. Picerne, by his attorney  
in fact Ronald R.S. Picerne

[Signature]  
David R. Picerne, by his attorney  
in fact Kenneth A. Picerne

[Signature]  
Ronald R.S. Picerne

  
\_\_\_\_\_  
Donna P. Rapps, by her attorney in  
fact Ronald B.S. Picerne  
  
\_\_\_\_\_  
John G. Picerne

SCHEDULE A

General Partners                      Capital Contributed

Picerne Investment  
Corporation                      \$10.00  
75 Lambert Lind Hgwy  
Warwick, RI 02886

Kenneth A. Picerne                      \$10.00  
75 Lambert Lind Hgwy  
Warwick, RI 02886

Limited Partners                      Capital Contributed

Kenneth A. Picerne                      \$10.00  
75 Lambert Lind Hgwy.  
Warwick, RI 02886

Robert M. Picerne                      \$10.00  
1000 N. Orlando Ave.  
Winter Park, FL 32789

John G. Picerne                      \$10.00  
75 Lambert Lind Highway  
Warwick, RI 02886

Donna P. Papps                      \$10.00  
75 Lambert Lind Hgwy  
Warwick, RI 02886

David R. Picerne                      \$10.00  
5314 North 12th St.  
Suite 100  
Phoenix, AZ 85014

Picerne Investment                      \$980.00  
Corporation  
75 Lambert Lind Hgwy.  
Warwick, RI 02886

Ronald R.S. Picerne                      \$10.00  
75 Lambert Lind Highway  
Warwick, RI 02886

Schedule C

COMMERCE PARK WEST LIMITED PARTNERSHIP

Allocation of Profit, Losses and tax credits pursuant to Section 6.02 and Cash Flow pursuant to Section 7.01 shall be made as follows:

GENERAL PARTNERS

Kenneth A. Picerne	1%
Picerne Investment Corporation	1%

LIMITED PARTNERS

Picerne Investment Corporation	49%
Ronald R.S. Picerne	44%
David R. Picerne	1%
Robert M. Picerne	1%
Kenneth A. Picerne	1%
Donna P. Papps	1%
John G. Picerne	1%

Proceeds from transactions described in Section 7.02 shall be distributed pursuant to Section 7.02(iv) as follows:

GENERAL PARTNERS

Kenneth A. Picerne	1%
Picerne Investment Corporation	1%

LIMITED PARTNERS

Picerne Investment Corporation	50%
Ronald R.S. Picerne	1%
David R. Picerne	11%
Robert M. Picerne	11%
Kenneth A. Picerne	14%
Donna P. Papps	5.5%
John G. Picerne	5.5%