

ARCHIMEDES GROUP L.P.
(FORMERLY ARCHMEDIES GROUP L.P.)

50051

AMENDED AND RESTATED AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP

AGREEMENT dated as of the 9th day of September, 1987, by and among JOSEPH M. CERILLI of Providence, Rhode Island, as General Partner ("General Partner") and JOSEPH R. ESPOSITO of Providence, Rhode Island, as Limited Partner ("Limited Partner").

WITNESSETH THAT:

WHEREAS, pursuant to Agreement and Certificate of Limited Partnership dated and filed with the Secretary of State of the State of Rhode Island on June 2, 1987, the General Partner and Limited Partner organized Archmedies Group L.P., a Rhode Island limited partnership (hereinafter the "Agreement and Certificate").

WHEREAS, the parties hereto wish to amend and restate the Agreement and Certificate to correct the spelling of the name of such limited partnership to Archimedes Group L.P., provide for allocations and distributions which reflect the understanding of the parties at the time they became partners and to otherwise amend and restate the terms of the Agreement and Certificate as set forth in this Amended and Restated Agreement and Certificate of Limited Partnership.

NOW, THEREFORE, in consideration of the premises and the agreements contained herein and for other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

CERTAIN DEFINITIONS

SECTION 1.01. Definitions.

Agreement. This Amended and Restated Agreement and Certificate of Limited Partnership and any amendments hereto.

Capital Account. With respect to each Partner, (a) the total Capital Contributions made by such Partner pursuant to the terms of this Agreement plus (b) the amount of Profits allocated to such Partner pursuant to Section 5.01 hereof plus (c) the amount of special allocations of income and gain to such Partner pursuant to Sections 5.02 and 5.03 hereof less (d)

the amount of Losses allocated to such Partner pursuant to Section 5.01 hereof less (e) the amount of special allocations of loss and deductions to such Partner pursuant to Sections 5.02 and 5.03 hereof less (f) the amount of Net Cash Flow distributed to such Partner less (g) the fair market value of any property distributed to such Partner, net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code and (h) subject to such other adjustments as may be required under the Code and Treasury Regulations. Notwithstanding anything to the contrary in the Agreement, the Capital Accounts shall be determined and maintained at all times in strict accordance with all of the provisions of Treasury Regulations Section 1.704-1(b)(2)(iv).

Capital Contributions. The cash, cash equivalents or agreed value of property which Partner contributes to the Partnership pursuant to Section 2.06 hereof.

Code. The Internal Revenue code of 1986, as amended, or corresponding provisions of subsequent revenue laws.

Code Section 705(a)(2)(B) Expenditures. Expenditures described in Code Section 705(a)(2)(B) and any amounts treated as Code Section 705(a)(2)(B) expenditures under Treasury Regulations Section 1.704-1(b)(2)(iv)(i)(2).

Consent of the General Partner. Approval by the General Partner.

Consent of the Limited Partner. Approval by the Limited Partner.

Deficit Capital Account. For purposes of Section 5.02 hereof, a deficit balance in the Capital Account of any Partner (excluding from each Partner's deficit capital account balance the sum of any amount that such Partner is obligated to restore to the Partnership under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Partner's share of minimum gain as defined in Treasury Regulations Section 1.704-1(b)(4)(iv)(c), which is also treated as an obligation to restore in accordance with Treasury Regulations Section 1.704-1(b)(4)(iv)(f)), after the balance in such Partner's Capital Account is reduced by any adjustments, allocations and distributions specified in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) as are reasonably expected to be made to such Partner.

Fleet National Bank Loan. A loan made by Fleet National Bank in the amount of Nine Hundred Thousand Dollars (\$900,000), for which the Partners are jointly and severally liable.

General Partner. Joseph M. Cerilli and any other Person who becomes a successor or additional General Partner of the Partnership as provided herein, in such Person's capacity as a General Partner.

Limited Partner. Any Person identified on Schedule A annexed hereto and any person who is admitted to the Partnership pursuant to Section 9.04(b) hereof.

Net Cash Flow. For each taxable year of the Partnership, an amount equal to (i) the cash receipts of the Partnership during such taxable year plus (ii) liquidations of reserves during such taxable year in excess of those required to pay for working capital needs, improvements, replacements or any other contingencies for which the reserves were created minus (iii) Capital Contributions made to the Partnership during such taxable year minus (iv) any amounts considered necessary by the General Partner for the payment of debts minus (v) the amount considered reasonably appropriate by the General Partner to provide reserves for working capital needs, funds for improvements or replacements or any other contingencies minus (vi) the cash expenditures of the Partnership during such taxable year.

Partner. Any General Partner or Limited Partner.

Partnership. Archimedes Group L.P., a Rhode Island limited partnership.

Percentage Interest. The percentage interest of each Partner as set forth in Exhibit A.

Person. An individual, partnership, corporation, trust or other entity.

Profits and Losses. Taxable income or loss determined in accordance with the accounting methods followed by the Partnership for Federal income tax purposes, including all items of Partnership income, gain, loss and deduction, provided, however, that:

(i) tax-exempt income, to the extent not otherwise taken into account, shall be added to such taxable income or loss.

(ii) Code Section 705(a)(2)(B) Expenditures, to the extent not otherwise taken into account, shall be subtracted from such taxable income or loss.

(iii) If the fair market value of property contributed to the Partnership (or deemed contributed to

the Partnership under Code Section 708(b)(1)(B)) differs from its adjusted basis at the time of its contribution or deemed contribution, then in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, the fair market value of Partnership property determined at the time of its contribution to the Partnership (or deemed contribution to the Partnership under Code Section 708(b)(1)(B)) shall be depreciated, amortized or subject to other cost recovery deductions, and recovered at the same rate as the tax basis of such property to the Partnership would be recovered by the Partnership;

(iv) If the fair market value of property contributed to the Partnership (or deemed contributed to the Partnership under Code Section 708(b)(1)(B)) differs from its adjusted basis at the time of its contribution or deemed contribution, then gain or loss resulting from the disposition of such property and recognized for Federal income tax purposes shall be computed as if the adjusted basis of the property were equal to the fair market value of the property determined at the time of its contribution (or deemed contribution under Section 708(b)(1)(B)) to the Partnership, as adjusted by the depreciation, amortization and other cost recovery deductions required by Clause (iii) of this definition;

(v) The computation of taxable income and loss shall be made without regard to any election under Section 754 of the Code which may be made by the Partnership; and

(vi) Notwithstanding anything to the contrary in this definition of "Profit and Losses", any items which are specially allocated pursuant to Sections 5.02 and 5.03 hereof shall not be taken into account in computing Profits or Losses.

Project. The project described in Section 2.03 hereof.

Recapture Income. Any gain recognized by the Partnership (computed without regard to any adjustment required by Section 734 or 743 of the Code) upon the disposition of any property or asset of the Partnership that does not constitute capital gain for Federal income tax purposes because such gain represents the recapture of deductions (or basis reductions) previously taken with respect to such asset or property.

Substitute Limited Partner. Any Person admitted to the Partnership as a Limited Partner pursuant to the provisions of Section 9.04(b).

Treasury Regulations. The Income Tax Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE II

THE PARTNERSHIP

SECTION 2.01. Formation.

The parties hereto do hereby agree to form the limited partnership known as Archimedes Group L.P. pursuant to the provisions of the Uniform Limited Partnership Act of the State of Rhode Island (Chapter 7-13 of the General Laws of Rhode Island, 1956, as amended) (the "Partnership").

SECTION 2.02. Name.

The business of the Partnership shall be conducted under the name and style of Archimedes Group L.P.

SECTION 2.03. Purposes of the Partnership.

(a) The purposes of the Partnership are to own, develop, manage, lease, maintain, sell and otherwise deal in that certain real and personal property located at Bassett Street and Imperial Place in Providence, Rhode Island, known as the Imperial Place Condominium (excluding, however, Unit 1) and all activities related, necessary or incidental thereto.

(b) The Partnership shall be limited strictly to the foregoing purposes for the production of income and profit and shall not be extended by implication or otherwise.

SECTION 2.04. Scope of Partners' Authority.

Except as otherwise expressly and specifically provided in this Agreement, no Partner shall have any authority to act for, or assume any obligations or responsibility on behalf of, any other Partner or the Partnership.

SECTION 2.05. Principal Office and Agent for Service of Process.

The principal place of business of the Partnership at which all records of the Partnership shall be maintained shall be located at the Providence Land Company, 56 Pine Street, Providence, Rhode Island 02903 or at such other location as the

General Partner may determine from time to time on notice to the Limited Partner. The agent for service of process in any matters relating to the Partnership shall be Joseph Cerilli (having an address at 152 Gotto Avenue, Providence, Rhode Island 02906).

SECTION 2.06. Capital Contributions of the General Partners and the Limited Partners.

Each of the Partners has agreed to make the Capital Contributions set forth in Exhibit A attached hereto and made a part hereof. The Limited Partner has not agreed to nor shall it be required to make any additional Capital Contributions to the capital of the Partnership.

SECTION 2.07. Loans by Partners.

The Partners shall loan the nine hundred thousand dollars (\$900,000) received by the Partners under the Fleet National Bank Loan to the Partnership on a nonrecourse basis subject to the schedule for payment of interest and principal and the interest rate required by the Fleet National Bank Loan.

SECTION 2.08. Term.

The Partnership shall continue in full force and effect, unless sooner terminated in accordance with the provisions hereof, until December 31, 2025.

ARTICLE III

RIGHTS, POWERS AND DUTIES OF PARTNERS

SECTION 3.01. Rights, Powers, and Duties of the Partners.

During the continuance of this Partnership, the rights and liabilities of the General Partner and the Limited Partner, respectively, shall be as follows:

(a) The General Partner shall manage the Partnership business and shall have exclusive power on behalf and in the name of the Partnership to carry out any and all of the purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings which the General Partner may deem necessary or advisable or incidental to the business of the Partnership;

(b) Except as provided in Sections 3.01(h), 9.01 and 9.05 hereof, the Limited Partner shall take no part in the conduct or control of the Partnership business and shall have no authority or power to act for or to bind the Partnership;

(c) The General Partner shall use its best efforts to further the Partnership business, but nothing herein contained shall preclude the General Partner from (i) engaging in other business activities (including business activities of the kind conducted by the Partnership) not related to this Partnership, or (ii) being a partner in any other partnership or participating in the ownership of any other business entity; and neither the Partnership nor the Limited Partner shall have any interest in such other activities of such General Partner by virtue of the relationship established hereby;

(d) The General Partner shall be authorized, on behalf of the Partnership, to employ and engage the services of individuals and/or entities affiliated with the General Partner or the Limited Partner, or both of them, and to pay fees and salaries in connection with such employment and services, provided that such transactions are fair and equitable to the Partnership.

(e) The General Partner acting for, in the name and on behalf of the Partnership are hereby authorized:

(i) to acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Partnership;

(ii) to borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Partnership and to secure the same by mortgage, pledge or other lien on any assets of the Partnership; and

(iii) to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a Partnership under the laws of the State of Rhode Island;

(f) The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of his duties; and

(g) Except as otherwise provided in the Rhode Island Uniform Limited Partnership Act, the Limited

Partner shall be liable only to make its Capital Contributions in accordance with the provisions of Section 2.06 hereof, shall not be required to lend any funds to the Partnership, and shall not be liable for the debts, liabilities, contracts or any other obligations of the Partnership.

(h) Notwithstanding anything to the contrary in this Agreement, the General Partner may not sell or refinance the entire Project without the consent of the Limited Partner.

ARTICLE IV

COSTS, EXPENSES AND INSURANCE

SECTION 4.01. Minimum Insurance Requirements.

The Partnership shall carry and maintain in force such insurance, covering such risks and in such form as may be approved by the General Partner, the premium for which shall be a cost and expense in connection with the operation of the Partnership. All such insurance shall name all Partners, as named insureds, as their interests may appear. All such insurance shall be effected under policies issued by insurers and be in forms and for amounts approved by the General Partner.

Section 4.02. Costs and Expenses of Partnership.

The Partnership shall pay all costs and expenses of the Partnership incurred in connection with operating the business of the Partnership, including without limitation, a developer's fee of two hundred thousand dollars (\$200,000), broker's commissions of 5% of the gross sales price and reasonable leasing commissions. The broker's commissions and leasing commissions may be paid to an entity affiliated with the General Partner. Any such reasonable costs that are paid by the General Partner will be reimbursed by the Partnership. The Partnership shall reimburse (at actual cost) the General Partner for all reasonable and documented out-of-pocket expenses paid or payable to third parties incurred on behalf of the Partnership or in managing the Partnership's operations, including, without limitation, fees of accountants, attorneys, financial advisors and consultants, expenses incurred in obtaining institutional financing for the Partnership, expenses associated with the acquisition of Partnership property, and expenses associated with the preparation of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE V

ALLOCATIONS

Section 5.01. Allocations of Profits and Losses to Capital Accounts.

(a) For each taxable year of the Partnership, all Losses shall be credited and charged, respectively, sixty-five percent (65%) to the Capital Account of the General Partner and thirty-five percent (35%) to the Capital Account of the Limited Partner.

(b) For each taxable year of the Partnership, Profits shall be credited to the Capital Accounts of the Partners in the following order of priority:

First, to the General Partner until the General Partner's Capital Account is equal to two hundred seventy five thousand ninety five dollars (\$275,095) less the sum of Net Cash Flow distributed during the current and prior taxable years, including Net Cash Flow which may not be distributed until the next succeeding taxable year due solely to the 90-day periods referred to in Section 6.01 hereof;

Second, proportionately to the Partners until the General Partner's Capital Account (after the application of Clause First of this Section 5.01(b) is equal to six hundred ninety three thousand seven hundred fifty dollars (\$693,750) and the Limited Partner's Capital Account is equal to four hundred eighty one thousand two hundred fifty dollars (\$481,250), less (in both cases) the sum of Net Cash Flow distributed during the current and prior taxable years, including Net Cash Flow which may not be distributed until the next succeeding taxable year due solely to the 90-day periods referred to in Section 6.01 hereof; and

Third, sixty-five percent (65%) to the Capital Account of the General Partner and thirty-five percent (35%) to the Capital Account of the Limited Partner.

(c) Profit and Loss allocated under Section 5.01 hereof and Partnership items specially allocated under Sections 5.02 and 5.03 hereof, which are attributable to a transferred Partnership interest, or other change in a Partner's interest in the Partnership to which Section 706(d) is applicable, shall be allocated consistently with the method set forth in Section 5.04(f) hereof.

Section 5.02. Special Allocations to Capital Accounts:
Qualified Income Offset and Minimum Gain Chargeback.

Notwithstanding Section 5.01 hereof:

(a) No allocations of loss, deduction and/or Code Section 705(a)(2)(B) Expenditures shall be charged to the Capital Accounts of any Partner if such allocation would cause the Partner to have a Deficit Capital Account. Such loss, deduction and/or Code Section 705(a)(2)(B) Expenditures shall instead be charged to the Partners which would not have Deficit Capital Accounts as a result of such allocation, to each such Partner in proportion to the excess of each Partners Capital Account over the amount of such allocations that would cause such Partner to have a Deficit Capital Account.

(b) In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Partnership income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain for such year) shall be specially credited to the Capital Account of such Partner in an amount and manner sufficient to eliminate such Partner's Deficit Capital Account, if any, created by such adjustments, allocations, or distributions as quickly as possible. It is the intent that this Section 5.02 be interpreted to comply with the alternate test for economic effect set forth in Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

(c) In the event a Partner would have a Capital Account deficit at the end of any Partnership taxable year which is in excess of the sum of any amount that such Partner is obligated to restore to the Partnership under Treasury Regulations Section 1.704-1(b)(2)(ii)(c) and such Partner's share of minimum gain as defined in Treasury Regulations Section 1.704-1(b)(4)(iv)(c), which is also treated as an obligation to restore in accordance with Treasury Regulations Section 1.704-1(b)(4)(iv)(f), the Capital Account of such Partner shall be specially credited with items of Partnership income and gain in the amount of such excess as quickly as possible.

(d) Notwithstanding any other provision of Section 5.02 hereof, if there is a net decrease in the Partnership's minimum gain as defined in Treasury

Regulations Section 1.704-1(b)(4)(iv)(c) during a taxable year of the Partnership, in the manner set forth in Treasury Regulations Section 1.704-1(b)(4)(iv)(e) the Capital Accounts of all Partners who would otherwise have Deficit Capital Accounts at the end of such year shall be specially credited with items of income and gain for such year (and, if necessary, subsequent years) in the amount and the proportions needed to eliminate the Deficit Capital Accounts as quickly as possible in the manner required by Treasury Regulations Section 1.704-1(b)(4)(iv)(e). This Section 5.02(d) is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-1(b)(4)(iv) and shall be interpreted consistently therewith.

(e) If any items of income, gain, loss, deduction or Code Section 705(a)(2)(B) Expenditures are credited or charged to the Capital Accounts of the Partners pursuant to Section 5.02(a), (b), (c) and/or (d) hereof, as soon thereafter as possible (but not in such manner as to contravene Section 5.02(a), (b), (c) and/or (d) hereof), income, gain, loss, deduction and Code Section 705(a)(2)(B) Expenditures shall be credited or charged to the Capital Accounts of the Partners so as to return each Partner's Capital Account to the balance it would have had if no special allocations had been made pursuant to Section 5.02(a), (b), (c) and/or (d) hereof.

Section 5.03. Special Allocations to Capital Accounts: Nonrecourse Liabilities Where a Partner Has The Economic Risk of Loss.

Notwithstanding Sections 5.01 and 5.02 hereof:

(a) Items of Partnership loss, deduction and Code Section 705(a)(2)(B) Expenditures attributable to Partnership nonrecourse liabilities where a Partner has the economic risk of loss (i.e., loans made by Partners to the Partnership on a nonrecourse basis or nonrecourse loans guaranteed by Partners) shall be charged to Capital Accounts in accordance with the provisions of Treasury Regulations Section 1.704-1(b)(4)(iv)(g).

(b) If any items of loss, deduction or Code Section 705(a)(2)(B) Expenditures are charged to Capital Accounts pursuant to Section 5.03(a) hereof, such items shall, to the extent possible, be offset by

crediting income and gain to the Capital Accounts of the Partners when and to the extent such Partners no longer bear the economic risk of loss for the loan referred to in Section 5.03(a) hereof (i.e., when the balance of the loan is reduced or the property, or portion thereof, subject to the loan is sold), after the application of Section 5.02 (a), (b), (c) and (d) hereof.

Section 5.04. Tax Allocations.

(a) For Federal income tax purposes, except as otherwise provided in this Section 5.04, each item of income, gain, loss and deduction of the Partnership shall be allocated among the Partners in the same manner as its correlative item of income, gain, loss or deduction has been allocated pursuant to Sections 5.01 thru 5.03, inclusive, hereof.

(b) Notwithstanding anything to the contrary in the Agreement, in accordance with Code Section 704(c) and Treasury Regulations Section 1.704-1(b)(2)(iv), if a Partner contributes property with a fair market value that differs from its adjusted basis at the time of contribution, income, gain, loss and deductions with respect to the property shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for Federal income tax purposes and its fair market value at the time of contribution, with reference first made to the corresponding item of Partnership income, gain, loss and deduction credited or charged to the Capital Accounts of the Partners in accordance with Sections 5.01 to 5.03, inclusive, hereof.

(c) The provision of Section 5.01(b) hereof shall also apply to unrealized income or deduction with respect to accounts receivable, accounts payable and other accrued but unpaid items.

(d) To the extent of any Recapture Income resulting from the sale or other taxable disposition of Partnership assets, the amount of any gain from such disposition allocated to (or recognized by) a Partner (or its successor in interest) for Federal income tax purposes pursuant to Section 5.04 hereof shall be deemed to be Recapture Income to the extent such Partner has been allocated or has claimed any deduction (or basis reduction) directly or indirectly giving rise to the treatment of such gain as Recapture Income.

(e) All items of income, gain, loss, deduction, credit and basis, which are recognized by the Partnership for Federal income tax purposes and allocated to the Partners in accordance with the provisions of this Agreement, shall be determined

without regard to any election under Section 754 of the Code which may be made by the Partnership; provided that, such allocations, once made, shall be adjusted as necessary or appropriate to take into account those adjustments permitted by Sections 734 and 743 of the Code.

(f) Each item of Partnership income, gain, loss, deduction and credit attributable to a transferred Partnership interest, or other change in a Partner's interest in the Partnership to which Section 706(d) is applicable, shall, for Federal income tax purposes, be determined on an annual basis and prorated on a monthly basis (or other basis, as required or permitted by Section 706 of the Code). If prorated on a monthly basis, each item shall be allocated to the Partners who own interests in the Partnership as of the close of business on the last day of the month if the transfer or other change in a Partner's interest in the Partnership is recognized by the Partnership after the fifteenth day of the month and as of the close of business on the first day of the month if the transfer or other change in a Partner's interest in the Partnership is recognized by the Partnership on or before the fifteenth day of the month; provided that gain or loss on a sale or other disposition of all or a substantial portion of the assets of the Partnership shall be allocated to the Partners on the last day of the month in which such transaction occurs. The General Partner may revise, alter or otherwise modify such methods of determination as is determined necessary, to the extent permitted by Section 706 of the Code and Treasury Regulations thereunder.

ARTICLE VI

DISTRIBUTIONS

Section 6.01. Non-liquidating Distributions.

(a) For each taxable year of the Partnership, within ninety (90) days after the expiration of such taxable year, Net Cash Flow shall be distributed to the Partners and charged to their Capital Accounts in the following order of priority:

First, to the General Partner until the General Partner receives an amount equal to two hundred seventy five thousand ninety five dollars (\$275,095), less the sum of Net Cash Flow distributed during prior taxable years; and

Second, if the Partnership has not assumed within the meaning of Treasury Regulations Section 1.704-1(b)(2)(iv)(c) the debt of the General Partner to former beneficiaries of Imperial Place Realty

Trust, then an amount equal to two hundred thousand dollars (\$200,000) of Net Cash Flow shall be distributed to the General Partner by the Partnership's discharge of such debt;

Third, sixty-five percent (65%) to the General Partner and thirty-five percent (35%) to the Limited Partner.

(b) Notwithstanding anything to the contrary in Section 6.01(a) hereof, prior to making distributions of Net Cash Flow in accordance with the provisions of Section 6.01(a) hereof, the Partnership shall distribute during its first taxable year four hundred eighteen thousand seven hundred fifty dollars (\$418,750) to the General Partner and four hundred eighty one thousand two hundred fifty dollars (\$481,250) to the Limited Partner.

Section 6.02. Distribution upon Dissolution or Liquidation.

(a) Notwithstanding anything to the contrary in the Agreement, upon the dissolution of the Partnership for any reason, or its liquidation within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g) (other than a termination of the Partnership under Section 708(b)(1)(B) of the Code), after payment of, or adequate provision for, the debts and obligations of the Partnership, the remaining assets of the Partnership shall be distributed to the Partners in an amount equal to the positive balances in their Capital Accounts (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation or dissolution occurs) in the same proportion which such Partner's positive balance bears to the aggregate of all such positive balances in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(2). If any assets of the Partnership are to be distributed in kind, the Capital Accounts of the Partners shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(e) and such assets shall be distributed on the basis of the fair market value thereof and any Partner entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Partners so entitled. The fair market value of such assets shall be determined by an independent appraiser to be selected by the Partners who shall be a person of recognized integrity within his profession.

(b) In the event of a termination of the Partnership under Section 708(b)(1)(B) of the Code, the Partnership properties shall be deemed to have been distributed in liquidation of the Partnership to the Partners (including the transferee of a Partnership interest) and deemed recontributed by such Partners and transferees in reconstitution of the Partnership.

(c) Notwithstanding anything to the contrary in the Agreement, in the event the Partnership is liquidated within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), if the Capital Account of any General Partner has a deficit balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Treasury Regulations Section 1.704-1(b)(2)(ii)(b)(3), which amount shall be distributed to the Partners having positive Capital Accounts after first applying such amount to pay any outstanding obligations of the Partnership.

ARTICLE VII

BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS, ETC.

SECTION 7.01. Tax Status and Reports; Tax elections.

(a) Any provision hereof to the contrary notwithstanding, solely for United States federal income tax purposes each of the Partners hereby recognizes that the Partnership will be subject to all provisions of Subchapter K of Chapter 1 of Subtitle A of the United States Internal Revenue Code of 1954, provided, however, the filing of U.S. Partnership Returns of Income shall not be construed to extend the purposes of the Partnership or expand the obligations or liabilities of the Partners.

(b) The Partnership shall prepare or cause to be prepared all tax returns and statements, if any, which must be filed on behalf of the Partnership regarding this transaction with any taxing authority, and shall submit such returns and statements to all the General Partners for their approval prior to filing, and when approved by the General Partners, make timely filing thereof.

(c) The General Partners shall, in their sole discretion, determine whether to make any available election pursuant to the Code, including but not limited to the elections under Code Sections 108, 709, 754 and 1017.

SECTION 7.02. Accounting.

(a) The taxable year of the Partnership shall be the calendar year.

(b) The books of accounts of the Partnership shall be kept and maintained at all times at the place or places approved by the General Partners. The books of accounts shall be maintained in accordance with generally accepted accounting principles, consistently applied, and shall show all items of income and expense.

(c) Each Partner shall have the right at all reasonable times during the usual business hours to audit, examine and make copies of or extracts from the books of account of the Partnership. Such right may be exercised through any agent or employee of such Partner designated by it or him or by an independent certified public accountant designated by such Partner. Each Partner shall bear all expenses incurred in any examination made for such Partner's account.

SECTION 7.03. Tax Matters Partner.

(a) Joseph Cerilli shall be the Tax Matters Partner of the Partnership within the meaning of Section 6231(a)(7) of the Code. The provisions of Section 8.01 shall apply to all actions taken on behalf of the Partners by the Tax Matters Partner. The Tax Matters Partner shall have the right to retain professional assistance in respect of any audit of the Partnership by the Internal Revenue Service and all expenses and fees incurred by the Tax Matters Partner on behalf of the Partnership as Tax Matters Partner shall constitute Partnership expenses. In the event the Tax Matters Partner receives notice of a final Partnership adjustment under Section 6223(a) of the Code, the Tax Matters Partner shall either (i) file a court petition for judicial review of such final adjustment within the period provided under Section 6226(a) of the Code, or (ii) mail a written notice to all Partners within such period that describes the Tax Matters Partner's reasons for determining not to file such petition.

SECTION 7.04. Bank Accounts.

Funds of the Partnership shall be deposited in an account or accounts of a type, in form and name in a bank or banks approved by the General Partners.

ARTICLE VIII

INDEMNIFICATION

SECTION 8.01. Indemnification.

The General Partner shall not be liable, responsible or accountable in damages or otherwise to any of the Partners for any loss or damage incurred by reason of any act or omission performed or omitted by him in good faith on behalf of the Partnership and in a manner reasonably believed by him to be

within the scope of the authority granted to him by this Agreement and in the best interests of the Partnership, provided that such General Partner was not guilty of misconduct, fraud or bad faith with respect to such acts or omissions. The Partnership shall indemnify and save harmless the General Partner from any loss or damage incurred by the General Partner by reason of any such act or omission, provided that the General Partner was not guilty of misconduct, fraud, bad faith or any other breach of fiduciary duty with respect to such acts or omissions and further provided that the satisfaction or any indemnification and any saving harmless shall be from and limited to Partnership assets and no Partner shall have any personal liability on account hereof.

ARTICLE IX

WITHDRAWAL OF GENERAL PARTNER; TRANSFERABILITY OF PARTNERSHIP INTERESTS

SECTION 9.01. Withdrawal of General Partner.

No General Partner shall have the right to withdraw voluntarily from the Partnership or to sell, assign or encumber his Partnership interest without the Consent of the Limited Partner. In the event of the death, bankruptcy or incapacity of a General Partner or any other similar event which would cause a termination of the Partnership, such General Partner shall give up all interest in the Partnership as provided in Section 9.03 hereof, and the remaining General Partner or General Partners shall continue the business of the Partnership. If, following such event there is no remaining General Partner, then the Limited Partner may within 30 days of such event designate a successor General Partner and the Partnership shall be continued.

SECTION 9.02. Designation of New General Partner.

The General Partners may at any time designate additional General Partners each with such interest as a General Partner in the Partnership as the General Partners may agree provided, however, in no event shall the interest of the Limited Partner in the Partnership be diluted or diminished.

SECTION 9.03. Interest of Withdrawing General Partner.

(a) In the event of the death, bankruptcy or incapacity of a General Partner then the interest of such General Partner shall be transferred to the remaining General Partner or General Partners, pro rata in accordance with their Percentage Interests, or to any successor General Partner designated pursuant to Section 9.01 hereof, such transfer to be made in consideration of the payment by such remaining General Partner or

General Partners, or such successor General Partner, to such withdrawing General Partner of the fair market value of such interest as determined by mutual agreement of the General Partners or, if they cannot agree, by appraisal as follows: the withdrawing General Partner, or his legal representative, shall designate an appraiser; the remaining General Partner or General Partners, or such successor General Partners shall designate an appraiser; and those two appraisers shall designate a third appraiser and such third appraiser shall perform the appraisal, which appraisal shall be binding on the parties.

(b) Notwithstanding the provisions of subsection 9.03(a), in the event of the withdrawal of a General Partner in violation of the provisions of Section 9.01 hereof, his interest in the Partnership shall be forfeited and deemed to be automatically transferred to the remaining General Partner or General Partners, or successor General Partner, without the payment of any consideration therefor.

SECTION 9.04. Transferability of Partnership Interests.

(a) No Limited Partner shall have the right to assign and transfer all or any part of his interest in the Partnership without the Consent of the General Partners, which consent shall be within the absolute discretion of the General Partners. Notwithstanding the foregoing, upon the death of any Limited Partner his interest shall automatically be transferred in accordance with the terms of the will of such Limited Partner.

(b) No assignee under Section 9.04(a) shall be admitted to the Partnership as a Substitute Limited Partner without the Consent of the General Partners, which consent shall be within the absolute discretion of the General Partners. Any Substitute Limited Partner shall, as a condition of receiving any interest in the Partnership assets, agree to be bound by all documents binding the Partnership and by the provisions of the Agreement. Upon the admission of a Substitute Limited Partner, Schedule A attached hereto shall be amended to reflect the name of such Substitute Limited Partner and to eliminate the name of such withdrawing Limited Partner, and an amendment to the Certificate of Limited Partnership reflecting such admission shall be filed.

SECTION 9.05. Transfers Causing A Partnership Termination.

Without the Consent of the General Partner and the Consent of the Limited Partner, no Partner shall transfer, sell, assign, pledge or otherwise dispose of any portion of the Partner's interest in the Partnership if a termination of the Partnership's status as a Partnership for Federal income tax purposes would result pursuant to Section 708(b)(1)(B) of the Code.

ARTICLE X

INVESTMENT REPRESENTATION AND POWER OF ATTORNEY

SECTION 10.01. Investment Representation.

The of the Partners represents that he is acquiring his interest as a Partner for his own account as an investment and not with a view to the distribution or resale thereof.

SECTION 10.02. Power of Attorney.

Each Limited Partner hereby irrevocably constitutes and appoints each General Partner his true and lawful attorney, and empowers and authorizes such attorney, in the name, place and stead of such Limited Partner, to make, execute, sign, acknowledge and file in such place or places as may be required by law a Certificate of Limited Partnership and any amendments thereto, and such other certificates or instruments as may be necessary to the conduct of the Partnership business.

ARTICLE XI

LIMITED PARTNER'S OPTION

SECTION 11.01. Option.

(a) The Limited Partner may at his option cause the General Partner to purchase up to fifty percent (50%) of the Limited Partner's interests in the Partnership for nine thousand dollars (\$9,000) per percent (maximum of four hundred fifty thousand dollars (\$450,000)) to the extent the personal assets of the Limit Partner (other than the Limited Partner's interest in the Partnership) pledged to secure the Fleet National Bank Loan have not been reduced by December 31, 1987 to four hundred fifty thousand dollars (\$450,000) through the mutual efforts and cooperation of the Partners, provided that the amount of the Limited Partner's interest in the Partnership that he may at his option cause the General Partner to purchase shall be equal to one percent (1%) for each nine thousand dollars (\$9,000) of such collateral in excess of four hundred fifty thousand dollars (\$450,000).

(b) The Limited Partner may exercise his right under Section 11.01 (a) hereof by delivering by February 1, 1988 a written notice specifying the amount of his percentage interest in the Partnership that he requires the General Partner to purchase from him and the purchase price thereof (as determined in accordance with the method set forth in Section 11.01(a) hereof). Within 30 days after receipt of such written notice, the General Partner shall tender payment in exchange for such

percentage interest of the Limited Partner as specified in the notice at 225 Dupont Drive, Providence, Rhode Island 02907. Both Partners agree that this Agreement shall be amended to reflect the General Partner's increased percentage interest in the Partnership and the Limited Partner's decreased percentage interest in the Partnership and agree to execute any documents in connection therewith.

ARTICLE XII

GENERAL

SECTION 12.01. 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 a Partner shall be deemed to have been given or served by depositing the same in the United States mail, addressed to such Partner, postpaid and registered at his address as set forth on Schedule A or at such other address as such Partner may designate from time to time upon notice to the Partnership.

(b) All notices, demands and requests shall be effective upon being deposited in the United States mail. However, the request period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent.

(c) By giving notice to the other parties, 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 its address any other address within the United States.

(d) No transferee of any interest by any Partner shall be entitled to receive a notice independent of the notice sent to the Partner making such transfer. A notice sent or made to a Partner shall be deemed to have been sent and made to all transferees, if any, of such Partner.

SECTION 12.02. Governing Laws.

This Agreement and the obligations of the Partners hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Rhode Island.

SECTION 12.03. Entire Agreement; Amendments.

This Agreement contains the entire agreement between the parties hereto relative to the formation of the Partnership. 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 12.04. Waiver.

No consent or waiver, express or implied, by any Partner to or of any breach or default by any other Partner in the performance by such other Partner of his 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 Partner of the same or any other obligation of such Partner hereunder. Failure on the part of any Partner to complain of any act or failure to act of any other Partner or to declare any other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver of such Partner of his rights hereunder.

SECTION 12.05. Severability.

If any provision of this Agreement or the application thereof to any person or circumstances 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 12.06. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Articles, Sections or subdivisions thereof shall refer to corresponding Articles, Sections or subdivisions thereof of this Agreement unless specific reference is made to such Articles, Sections or subdivisions of another document or instrument.

SECTION 12.07. Binding Agreement.

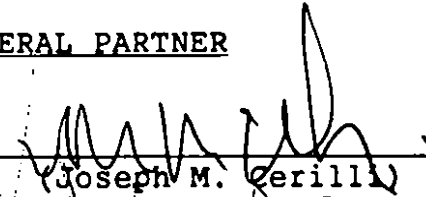
Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

SECTION 12.08, Arbitration.

Any claim or dispute concerning or arising out of or relating to this Agreement or its performance which is not disposed of by agreement of the parties shall be submitted for arbitration, in Providence, Rhode Island, to the American Arbitration Association pursuant to the Rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive on the parties.

IN WITNESS WHEREOF, the parties hereof have executed this Agreement as of the date set forth above.

GENERAL PARTNER



(Joseph M. Cerilli)

LIMITED PARTNER

By 

(Joseph R. Esposito)

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 9th day of September, 1987, before me personally appeared Joseph M. Cerilli, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed.




Notary Public

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 9th day of September, 1987, before me personally appeared Joseph R. Esposito to me known and known by

me to be the party executing the foregoing instrument, and he
acknowledged said instrument by him executed to be his free act
and deed.



Notary Public

EXHIBIT A

<u>General Partners</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Joseph Cerilli 152 Grotto Avenue Providence, RI 02906	30.45% of the beneficial interests of Imperial Place Realty Trust, the agreed value of which is \$418,750	65%
	34.56% of the beneficial interests of Imperial Place Realty Trust, the agreed value of which is \$475,095.	
<u>Limited Partner</u>		
Joseph R. Esposito 225 Dupont Drive Providence, RI 02907	35% of the beneficial interests of Imperial Place Realty Trust, the agreed value of which is \$481,250.	35%

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