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NARRAGANSETT PARK ASSOCIATES
SECOND AMENDMENT
TO
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to amend the Agreement and Certificate of Limited Partnership dated November 2, 1979 (the "Agreement and Certificate") of NARRAGANSETT PARK ASSOCIATES filed with the Secretary of State of Rhode Island, as amended February 13, 1981, do hereby swear and agree as follows:

Paragraphs 5, 6, 8, 9, 10, 11.6 and 12 of the Agreement and Certificate, as amended, are hereby amended in their entirety to read as follows:

5. Percentage Interest of General Partner and Limited Partner:

<u>General Partner</u>	<u>Percentage Interest</u>
John L. Marshall, III	50%
<u>Limited Partner</u>	<u>Percentage Interest</u>
Joanne Marshall	50%

6. Capital Contributions of General Partner and Limited Partner: The General Partner and Limited Partner shall make the following contributions to the capital of the Partnership:

<u>General Partner</u>	<u>Contribution</u>
John L. Marshall, III	\$500.00
<u>Limited Partner</u>	<u>Contribution</u>
Joanne Marshall	\$500.00

Handwritten initials

Additional capital contributions to the capital of the Partnership may be made by the Limited Partner upon the written consent or agreement of the General Partner, but the Limited Partner shall not be obligated to make additional capital contributions.

8. Rights, Powers and Duties of General Partner:

8.1 Except as provided in Subparagraph 8.5, the business of the Partnership shall be managed solely by the General Partner.

8.2 The General Partner, acting singly, for, in the name and on behalf of the Partnership is hereby authorized:

(a) To acquire by purchase, lease or otherwise, any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(b) To construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease any real estate and any personal property necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(c) To borrow money and issue evidences 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 the Project or any other assets of the Partnership.

(d) To prepay in whole or in part, refinance, recast, increase, modify or extend any mortgage affecting the Project and in connection therewith to execute any extensions, renewals or modifications of any mortgages on the Project.

(e) To execute such Mortgage Notes and Mortgage Deeds in order to secure loans from any lender; to execute all other documents required by said lenders in connection with said mortgage and the acquisition, construction, development, improvement, maintenance and operation of the Project.

(f) 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.

8.3 The General Partner shall promptly take all action which may be necessary or appropriate for the completion of the Project and for its proper maintenance and operation in accordance with applicable laws and regulations. The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of his duties.

8.4 All documents of any nature required to be signed on behalf of the Partnership shall be signed by the General Partner. Without limiting the generality of this authorization, the General Partner shall have full power to execute any document necessary or desirable to effect the purposes of the Partnership as set forth in Paragraph 3, to execute deeds, mortgages, notes and leases, and to sell all or any part of the Partnership property and in particular, for purposes of executing a Mortgage Note, Mortgage Deed, Construction Loan Agreement and any and all other documents required or deemed necessary for the purposes of this Partnership. The General Partner is hereby authorized and directed to execute any and all documents necessary or desirable to complete the obtaining of an option on the property and obtaining all necessary Federal, State, Municipal and Administrative Agency approvals to complete the Project, and all other documents in connection therewith deemed necessary or desirable in the sole opinion of the General Partner to complete the transaction contemplated above.

8.5 The General Partner shall not engage in any of the following activities or enter into any of the following transactions for, in the name of or on behalf of the Partnership without the written consent of the Limited Partner:

(a) Acquire any real estate, or sell, transfer, convey or otherwise dispose of any real estate of the Partnership, whether now owned or hereafter acquired;

(b) Lease all or substantially all of the real estate of the Partnership, whether now owned or hereafter acquired; provided, however, that the General Partner may enter into leases of real estate in the ordinary course (other than a master lease of substantially all of the real estate of the Partnership) without the written consent of the Limited Partner;

(c) Borrow funds, issue evidences of indebtedness, renegotiate or extend the terms of any financing by the Partnership if by its terms such financing will be secured by a pledge of any asset of the Partnership; or

(d) Make loans from Partnership assets to any third party.

Notwithstanding the foregoing, any transaction entered into prior to the date this Second Amendment to Agreement and Certificate of the Partnership is filed with the Secretary of State of Rhode Island, which under this Subparagraph 8.5 would require the written consent of the Limited Partner, shall be deemed to have been ratified and approved by the Limited Partner.

9. Distribution of Cash Flow and Allocation of Net Profits and Net Losses:

9.1 "Net profits" and "net losses," as hereinafter defined, shall be allocated to the Partners on an annual basis as follows: 50% to the General Partner and 50% to the Limited Partner.

9.2 "Cash flow," as hereinafter defined, shall be distributed to the Partners on an annual basis, noncumulatively, as follows: 50% to the General Partner and 50% to the Limited Partner.

10. Distribution of Capital Proceeds and Allocation of Profit/Loss as Capital Transactions:

10.1 Gains and losses from "Capital Transactions," as hereinafter defined, shall be allocated and credited to the Partners as follows: first, to the Partners in such amount as shall be required to equalize the balance of their "Capital Accounts," as hereinafter defined; second, 50% to the General Partner and 50% to the Limited Partner.

10.2 "Capital Proceeds," as hereinafter defined, shall be distributed to the Partners as follows: 50% to the General Partner and 50% to the Limited Partner in accordance with their Capital Accounts after the allocation of gains and losses from Capital Transactions.

11.6 The term "Capital Account" means the account maintained by the Partnership for each Partner in accordance with principles of financial and tax accounting as set forth in Treasury Regulations of the Internal Revenue Service.

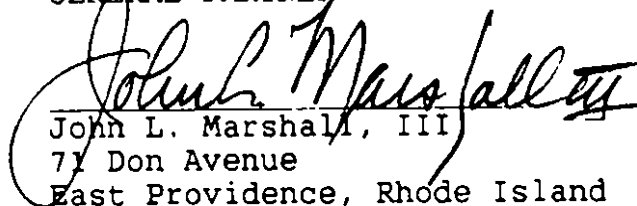
12. Loans from the Partners: The Partnership may borrow money from any Partner for partnership purposes, and repay such loans with interest, all according to such terms as the General Partner approves with the consent of the Limited Partner. Notwithstanding the foregoing, in connection with the Partnership's construction of a manufacturing and office facility and all related improvements, in the event that the General Partner advances funds for the completion of said construction, such advances shall be deemed loans to the partnership and shall be repaid to the General Partner, with interest at prevailing rates, at such time and in such amounts as and when the General Partner, in good faith, determines that there is sufficient cash to repay said loans, in whole or in part.

Any such repayments shall be in advance of and take priority over any cash flow distributions to the Partners.

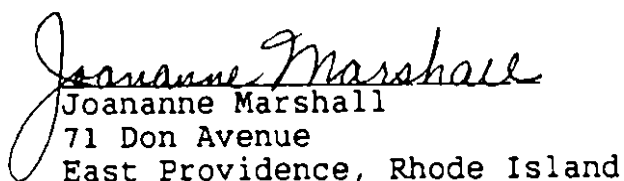
IN WITNESS WHEREOF, the undersigned have executed this

Second Amendment to Agreement and Certificate of Limited Partnership this 14th day of September, 1990.

GENERAL PARTNER


John L. Marshall, III
71 Don Avenue
East Providence, Rhode Island

LIMITED PARTNER


Joanne Marshall
71 Don Avenue
East Providence, Rhode Island

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In East Providence, on this 14th day of September, 1990, before me personally appeared John L. Marshall, III, 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.

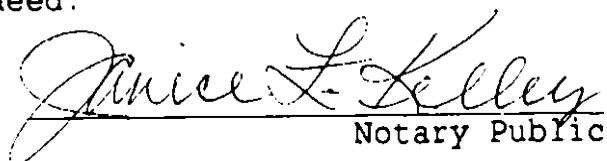

Notary Public

My Commission Expires:

June 30, 1991

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In East Providence on this 14th day of September, 1990, before me personally appeared Joanne Marshall, to me known and known by me to be the party executing the foregoing instrument, and she acknowledged said instrument by her executed to be her free act and deed.


Notary Public

My Commission Expires:

June 30, 1991

6/30/91

RECEIVED
SECRETARY OF STATE
CONCORD, N.H.

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Rec'd & Filed SEP 19 1990