

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SOFTWARE RESEARCH LIMITED PARTNERSHIP
PURSUANT TO RHODE ISLAND UNIFORM LIMITED
PARTNERSHIP ACT §7-13-3

The following certificate is being filed in connection with the formation of Software Research Limited Partnership, a limited partnership (the "Partnership") being formed pursuant to the Rhode Island Uniform Limited Partnership Act. In furtherance thereof, the undersigned certifies as follows:

I. The name of the Partnership is SOFTWARE RESEARCH LIMITED PARTNERSHIP.

II. The purpose of the Partnership is to create, design, develop and/or acquire, and then license, sell, and/or otherwise utilize, any and all types of computer software, programming, instructions, algorithms and the like, and to engage in any lawful business incidental thereto.

III. The principal place of business of the Partnership will be at 85 Arnold Street, Providence, Rhode Island 02906.

IV. The name and place of address of each member is as follows:

<u>General Partner</u>	<u>Address</u>
Underware, Inc.	85 Arnold Street Providence, RI 02906

Limited Partners

Stephen E. Strickman 360 Mountain Road
Englewood, NJ 07631

Dr. Kenneth Nanian 5 Chestnut Drive
East Greenwich, RI
02818

Stuart M. Sieger 11 Fourth Road
Great Neck, NY 11021

V. The term of the Partnership will continue until December 31, 2037, unless earlier terminated by the Partners.

VI. Each of the Limited Partners has contributed the following sum in cash:

Stephen E. Strickman	\$12,000
Dr. Kenneth Nanian	\$12,000
Stuart M. Sieger	\$ 2,500

VII. No additional contributions are required to be made by any Limited Partner.

VIII. There is no agreement as to the return of the capital contributions of the Limited Partners. The net assets of the Partnership, if any, will be distributed pro rata upon its dissolution.

IX. The Limited Partners shall each receive the following share of profits and losses of the Partnership:

Stephen E. Strickman	44.83%
Dr. Kenneth Nanian	44.83%
Stuart M. Sieger	9.34%

X. Limited Partners are not entitled to substitute an assignee in their place and stead.

XI. The General Partner is entitled to admit additional Limited Partners.

XII. No Limited Partner has priority over any other Limited Partner as to contributions or compensation by way of income.

XIII. Upon the death, retirement or insanity of the General Partner, the Partnership will terminate unless continued by the holders of a majority of the Limited Partner interests.

XIV. The Limited Partners have no right to demand or receive distributions other than in cash.

XV. This Certificate is being executed by the General Partner on behalf of the Limited Partners pursuant to a Power of Attorney set forth in the Partnership Agreement, (provisions annexed). The Partnership Agreement is dated as of July 1, 1983 and executed counterparts thereof are maintained at the offices of Javits, Hinckley, Rabin & Engler, 1345 Avenue of the Americas, New York, New York 10105.

Dated: July 11, 1983

UNDERWARE, INC., General Partner
and Attorney-in-Fact of
Limited Partners

by David B. Nanian
David B. Nanian, President

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