

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CERTIFICATE
OF
LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, That we, DONATELLI BUILDING CO., INC, a corporation created and now existing by virtue of the Laws of the State of Rhode Island and Anthony U. Donatelli, A. Edmund Donatelli, Vincent W. Donatelli, Joseph A. Donatelli, Robert W. Donatelli and John C. Donatelli desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 7-13 of the General Laws of Rhode Island, do solemnly swear that:

FIRST: The name of the partnership shall be DEXTER STREET ASSOCIATES, a limited partnership.

SECOND: The partnership is formed for the following purposes:

1. To hold real estate.
2. To purchase, receive by way of gift, subscribe for, invest in, and in all other ways acquire, import, lease, possess, maintain, handle on a consignment, own, hold for investment or otherwise use, enjoy, exercise, operate, manage, conduct, perform, make, borrow, guarantee, contract in respect of, trade and deal in, sell, exchange, let, lend, export, mortgage, pledge, deed in trust, hypothecate, encumber, transfer, assign and in all other ways dispose of, design, develop, invent, improve, equip, repair, alter, fabricate, assemble, build, construct, operate, manufacture, plant, cultivate, produce, market, and in all other ways, whether like or unlike any of the foregoing, deal in and with property of every kind and character, real, personal, or mixed, tangible or intangible, wherever situated and however held, including, but not limited to, money, credits, choses in action, securities, stocks, bonds, warrants, script, certificates, debentures, mortgages, notes, commercial paper, and other obligations and evidence of interest in or indebtedness of any person, firm or corporation, foreign or domestic, or of any government or subdivision or agency thereof, documents of title and accompanying rights, and every other kind and character of personal property, real property, improved or unimproved, and the products and avails thereof, and every character of interest therein and appurtenance thereto, including, but not limited to, mineral, oil, gas, and water rights, all or any part of any good business and its incidents,

franchises, subsidies, charters, concessions, grants, rights, powers or privileges granted or conferred by any government or subdivision or agency thereof, and any interest in or part of any of the foregoing, and to exercise in respect thereof all of the rights, powers, privileges, and immunities of individual owners or holders thereof.

3. To hire and employ agents and employees, to enter into agreements of employment and collective bargaining, and to act as agent, contractor, trustee, factor, or otherwise, either alone or in company with others.

4. To promote or aid in any manner, financially or otherwise, any person, firm, association, or corporation and to guarantee contracts and other obligations.

5. To let concessions to others to do any of the things that this partnership is empowered to do, and to enter into, make, perform, and carry out contracts and arrangements of every kind and character with any person, firm, association, or corporation, or the government or authority, subdivision or agency thereof.

6. To carry out any business whatsoever that this partnership may deem proper or convenient in connection with any of the foregoing purposes or otherwise, or that it may deem calculated, directly or indirectly, to improve the interests of this partnership, to do all things specified in the Uniform Limited Partnership Act, to have and to exercise all powers conferred by the laws of the State of Rhode Island on partnerships formed under the laws of that state, as the laws are now in effect or may be at any time hereafter amended, and to do any and all things hereinabove set forth to the same extent and as fully as natural persons might or could do, either alone or in connection with others persons, firms, associations, or corporations, and in any part of the world.

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, shall be liberally construed in aid of the powers of this partnership; and the powers and purposes stated in each clause shall, except where otherwise stated, be in no way limited or restricted by any terms or

provision of any other clause, and shall be regarded not only as independent purposes, but shall be construed distributively as each object expressed, and the enumeration as to specific powers shall not be construed as to limit in any manner the general powers, but are in furtherance of and in addition to, and not in limitation of, the general powers.

THIRD: The principal place of business of the partnership shall be located at 1900 Mineral Spring Avenue, North Providence, Rhode Island 02904.

<u>FOURTH:</u>	<u>General Partners</u>	<u>Residence</u>
	Donatelli Building Co., Inc.	1900 Mineral Spring Avenue North Providence, Rhode Island

<u>Percentage</u>	<u>Limited Partners</u>	<u>Residence</u>
16.5%	Anthony U. Donatelli	1900 Mineral Spring Avenue North Providence, Rhode Island
16.5%	A. Edmund Donatelli	1900 Mineral Spring Avenue North Providence, Rhode Island
16.5%	Vincent W. Donatelli	1900 Mineral Spring Avenue North Providence, Rhode Island
16.5%	Joseph A. Donatelli	1900 Mineral Spring Avenue North Providence, Rhode Island
16.5%	Robert W. Donatelli	1900 Mineral Spring Avenue North Providence, Rhode Island
16.5%	John C. Donatelli	1900 Mineral Spring Avenue North Providence, Rhode Island

are the names and places of residence of all members of the partnership, both general and limited, as respectively designated.

FIFTH: The term of existence of the partnership shall be from August 1, 1976 and shall continue until terminated by option of the partners by Note of Termination prepared and filed as required by this agreement at least two months prior to the proposed date of termination or until terminated by operation of law. The notice of termination required under this provision shall be prepared in writing, shall specify the date on which the termination is to become effective, shall provide the reason for the proposed termination and shall be delivered to all the parties.

SIXTH: The following items listed immediately below shall be the contribution of each limited partner:

Name of Limited Partner	Cash	Property other than Cash	Value
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Each of the limited partners will provide such sums of money, such other property and furnish such services to the partnership as is necessary and agreed upon at the commencement of the partnership business.

SEVENTH: The contribution of each limited partner shall be returned upon dissolution of the partnership after deducting any debts of such limited partner to the partnership or to the other partners or at such time as all other partners shall agree.

EIGHTH: Each limited partner shall, by reason of his contribution, receive his pro rata share of the earnings and profits of the partnership' and shall be entitled to share in the losses of the partnership but no such limited partner shall be held personally liable for any debts of the partnership.

NINTH: Each of any limited partner shall have the right to substitute an assignee as contributor in his place, or to assign or transfer the whole or any portion of its interest in the partnership to any other person, firm or corporation, subject to the approval of the general partner.

TENTH: The partners shall have the right to admit additional limited partners.

ELEVENTH: The general partner shall be entitled to reasonable compensation for its services in managing the partnership which sums shall have priority over other debts of the partnership. The general partner shall share in the assets, earnings and profits of the partnership on the basis of a one percent interest in the partnership.

TWELFTH: Any limited partner shall have the right to demand and receive property other than cash in return for his contribution.

IN TESTIMONY WHEREOF, We have hereunto set our hands and stated
our residences this 8th day of December A.D. 1976.

Name

Residence

<u>John C. Donatelli</u>	<u>1400 Mineral Spring Ave. N. Provi., R.I.</u>
<u>St. Edmund Donatelli</u>	<u>1400 Mineral Spring Ave. N. Provi., R.I.</u>
<u>Robert W. Donatelli</u>	<u>1400 Mineral Spring Ave. N. Provi., R.I.</u>
<u>Joseph T. Donatelli</u>	<u>1400 Mineral Spring Ave. N. Provi., R.I.</u>
<u>Anthony J. Donatelli</u>	<u>1400 Mineral Spring Ave. N. Provi., R.I.</u>
<u>Vincent W. Donatelli</u>	<u>1400 Mineral Spring Ave. N. Provi., R.I.</u>
<u>Donatelli Building Co., Inc.</u> <u>by Anthony J. Donatelli President</u>	<u>1400 Mineral Spring Ave. N. Provi., R.I.</u>

STATE OF RHODE ISLAND

COUNTY OF Providence

In the City of Providence

in said county, this 8th day of December A.D., 1976,

then personally appeared before me John C. Donatelli & Sons

Robert W. Donatelli, Joseph T. Donatelli,

Anthony J. Donatelli and Vincent W. Donatelli and

Anthony J. Donatelli in behalf of Donatelli Building Co., Inc.

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

James H. [Signature]
Notary Public

DEC 17-76 ^{SEC 48} ^{55.10} ^{55.10} DEC **50.00

John
DEC 17 1976