

Filing Fee: \$50.00

56604

State of Rhode Island and Providence Plantations

CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That we, the undersigned, 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 execute the following Certificate of Limited Partnership:

FIRST. The name of the partnership shall be Paolino Limited Partnership

SECOND. The character of the business conducted by the partnership shall be to own, build upon, alter, repair, rent, lease, buy, sell, manage, invest in, and otherwise deal with real and personal property of any kind or description; and to participate in general partnerships, limited partnerships, and corporate entites; and any other lawful purpose.

THIRD. The address of the specified office of the partnership is 76 Dorrance Street, Providence, Rhode Island 02903
(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is Joseph R. Paolino

FOURTH. The names and residences of all members of the partnership, both general and limited, are as respectively designated. (Use Schedule A if space below is not sufficient.)

General Partners

Residence
(NO. STREET, CITY OR TOWN, STATE)

Joseph R. Paolino 30 Orchard Ave., Providence, RI

Limited Partners

Residence
(NO. STREET, CITY OR TOWN, STATE)

Donna M. Paolino 232 Slater Ave., Providence RI 02906

Joseph R. Paolino 30 Orchard Ave., Providence, RI 02906

Donna M. Paolino, as Trustee under 76 Dorrance St., Providence RI
a Trust Agreement dated December 18, 1984 in which Joseph R. Paolino is Grantor 02903

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FIFTH. The following items listed immediately below shall be the contribution of each partner. (Use Schedule A if space below is not sufficient.)

Name of Partner	Cash	Property other than Cash	Value
Joseph R. Paolino	\$3.00		
Donna M. Paolino	\$99.00		
Joseph R. Paolino	\$99.00		
Donna M. Paolino, as	\$99.00		
Trustee under a Trust			
Agreement dated December			
18, 1984 in which Joseph			
R. Paolino is Grantor.			

and the items listed immediately below shall be the future contributions, agreed to be made by each partner. (Use Schedule A if space below is not sufficient.)

Name of Partner	Cash	Property other than Cash	Value
Such contributions as may be required by the general partner to			
fullfill the business purposes of the partnership.			

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be upon request of the general partner, as and when required for furthuring the purposes of the partnership, such contributions to be in proportion to the partner's pro-rata percentage interest in the partnership.

SEVENTH. Provisions (if any) for the power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power. No limited partner may sell, assign, transfer, pledge, or otherwise dispose of or encumber or permit any encumbrances or attachments to the partner's interest in the partnership or any part thereof without first obtaining the consent of all the partners.

EIGHTH. If agreed upon, the time at which or the events on the happening of which a partner may terminate his/her/its membership in the limited partnership and the amount of, or the method of determining the distribution to which a partner may be entitled respecting his/her/its partnership interest, and the terms and conditions of the termination and distribution. Upon written consent of the other partners. The partnership shall then either liquidate and its retiring partner receives his/her pro rata share, or the partnership shall purchase the partner's share at its fair market value, payable over five years bearing 10% interest.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership. Distributions shall be allocated pro rata as follows: Joseph R. Paolino - 1%, Donna M. Paolino - 33%, Joseph R. Paolino - - - 33%, Donna M. Paolino, as Trustee under a Trust Agreement dated December 18, 1984 in which Joseph R. Paolino is the Grantor - 33%. In the event a partner's pro rata contribution to capital changes, the percentage set forth herein shall accordingly change to conformity.

TENTH. The right (if any) of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contributions upon liquidation of the partnership

ELEVENTH. The time (if any) at which or events (if any) upon the happening of which the limited partnership is to be dissolved and its affairs wound up by agreement of the partners, or at their option, upon the death, retirement, or insolvency of a partner.

TWELFTH. The right (if any) of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner. None.

THIRTEENTH. Other matters as the partners have determined to include herein

(Use Schedule A if space below is not sufficient.)

None.

In Testimony Whereof, We have hereunto set our hands and stated our residences this.....

11th day of July A.D. 19 89 .

Name
Joseph R. Paolino

Residence
(NO. STREET, CITY OR TOWN, STATE.)

30 Orchard Ave., Providence RI 02906

Donna M. Paolino

232 Slater Ave., Providence, RI 02906

Joseph R. Paolino

30 Orchard Ave., Providence RI 02906

Donna M. Paolino, as Trustee
under a Trust Agreement dated
December 18, 1984 in which
Joseph R. Paolino is Grantor.

76 Dorrance St., Providence RI 02903

JUL 11 1989

Rec'd & Filed

JUL 11 1989

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV.

DEPARTMENT OF STATE
OFFICE OF
SECRETARY OF STATE
PROVIDENCE, R. I.