

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, being desirous of forming a Limited Partnership pursuant to the Laws of the State of Rhode Island, and having heretofore executed an Agreement of Limited Partnership dated as of April 1, 1981, do hereby certify the following:

I. The name of the Partnership is ABBOTT VALLEY ASSOCIATES.

II. The character of the Partnership's business is to own, operate, and or lease, real estate.

III. The location of the principal place of business of the Partnership is 519 Mendon Road, Cumberland, Rhode Island, or such other place or places as the general partners may from time to time determine.

IV. The name and place of residence of each general partner in the Partnership is as follows:

DEMETRIOS B. HASEOTES	FAIRHAVEN ROAD CUMBERLAND, RHODE ISLAND
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GEORGE HASEOTES	ONE LONGFELLOW PLACE BOSTON, MASSACHUSETTS
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LILY HASEOTES BENTAS	ONE LONGFELLOW PLACE BOSTON, MASSACHUSETTS
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The name and place of residence of each limited partner in the Partnership is as follows:

DEMETRIOS B. HASEOTES	FAIRHAVEN ROAD CUMBERLAND, RHODE ISLAND
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GEORGE HASEOTES	ONE LONGFELLOW PLACE BOSTON, MASSACHUSETTS
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LILY HASEOTES BENTAS	ONE LONGFELLOW PLACE BOSTON, MASSACHUSETTS
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V. The term of the Partnership shall commence on April 1, 1981, and shall terminate on the first to occur of the following: (a). the expiration of thirty (30) years from the date hereof; or (b). the sale, transfer or other disposition (other than to a nominee of the Partnership) by the Partnership of its entire interest in the assets of the Partnership including any mortgage or other obligations which it may acquire upon such sale, transfer or other disposition.

VI. The amount of cash contributed by each Limited Partner is:

DEMETRIOS B. HASEOTES	\$5,000.
GEORGE HASEOTES	\$5,000.
LILY HASEOTES BENTAS	\$5,000.

VII. The limited partners have not agreed to make any additional contributions.

VIII. The contribution of each limited partner is to be returned to him upon the termination of the Partnership, but contributions to the capital of the Partnership may be returned to the limited partners only in the absolute discretion of the general partners.

IX. The net profits of the Partnership shall be divided among the general and limited partners and the net losses shall be borne by them in the proportion set forth below opposite their respective names:

<u>General Partners</u>	
Demetrios B. Haseotes	1%
George Haseotes	1%
Lily Haseotes Bentas	1%

Limited Partners

Demetrios B. Haseotes	32 1/3%
George Haseotes	32 1/3%
Lily Haseotes Bentas	32 1/3%

In no event shall any limited partner who is not a general partner be personally liable for the losses of liabilities of the Partnership.

X. (a). No limited partner shall sell, assign, transfer, hypothecate or otherwise dispose of or create liens against his interest in the Partnership, except as follows:

(i). Any limited partner shall have the right to sell or otherwise transfer his or her limited Partnership interest, in whole or in part, to his or her spouse, lineal descendant, nieces or nephews, or to a trust for the benefit of such an individual or individuals.

(ii). Any limited partner shall have the right to sell or transfer his Limited Partnership interest in the Partnership in whole or in part to any transferee not described in paragraph (a) (i) above, upon the written consent or ratification of a majority in number of all the General Partners.

(b). In the event that any limited partner desires to sell his or her limited Partnership interest, in whole or in part, to a transferee not described in paragraph (a) (i) above, and does not receive the written consent or ratification of a majority in number of the general partners, the limited partner desiring to sell

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(referred to in this paragraph as the "offeror") shall give notice to the other limited partners indicating that he or she has a bona fide offer to purchase all or part of the offeror's Limited Partnership Interest from a ready, willing and able purchaser. Said notice shall contain a description of the interest to be sold, the name and address of the prospective purchaser and the terms of the offer. For a period of thirty (30) days from the receipt of such notice, the other limited partners shall have the option to purchase the entire limited Partnership interest offered in said notice, by mailing written notice thereof to the offeror within thirty (30) days; provided, that if two or more limited partners elect to exercise their options to purchase the offeror's limited Partnership interest, each such limited partner shall, unless otherwise agreed, be entitled to purchase an equal portion of the offered limited Partnership interest. If within such thirty (30) days, the option to purchase the offeror's limited Partnership interest has not been accepted by one or more of the other limited Partners, by mailing of notice, the offeror may, within six (6) months from the expiration of such thirty (30) day period, complete the transaction as set forth in the notice given to the other limited partners. If the offeror does not complete such transaction within such six (6) month period, his limited partnership interest shall again become subject to all of the restrictions of this Article. Any transfer of

a limited Partnership interest in accordance with this Article shall be effective to convey to the transferee only the transferor's right to receive distributions from the Partnership with respect to the transferred interest in the Partnership and shall not convey to the transferee any right to become a substituted limited partner other than to receive such distributions. The General Partners may, but shall not be required to, consent to such transferee becoming a substituted limited partner by such transferee executing an instrument satisfactory to the majority in number of the general partners accepting and adopting the terms and provisions of the Agreement of Limited Partnership dated April 1, 1981.

(c). Upon the death or adjudication of incompetency of a limited partner his or her limited Partnership interest shall vest in his Personal representatives, intestate distributees, or testamentary beneficiaries, or trustees, as the case may be. Any such successor in interest shall become a substituted limited partner by executing an instrument satisfactory to a majority in number of the general partners accepting and adopting the terms and provisions of the Agreement of Limited Partnership dated April 1, 1981.

XI. The partners do not have the right to admit additional limited partners, except as provided in and subject to the terms and conditions set forth in Paragraph X, above.

XII. No limited partner has priority over other limited partners as to contributions or as to profits.

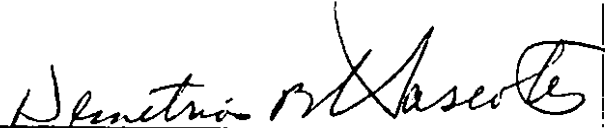
XIII. Upon the death or adjudication of incompetency of any general partner, the Partnership shall be dissolved but such dissolution shall not cause the termination of the Partnership. It is agreed that upon any such dissolution the general partners and the limited partners shall continue to carry on the Partnership business pursuant to, and subject to, all the terms and provisions of the Agreement dated April 1, 1981. Upon any such dissolution, the general Partnership interest of the general partner who has died or has been adjudicated an incompetent, as the case may be, shall be transferred to the individual designated by his will or, in case of incompetency, to the individual designated by his guardian and upon acceptance by said individual, he or she shall become a general partner upon the execution of an instrument satisfactory to a majority in number of the general partners, accepting and adopting the terms and provisions of the Agreement dated April 1, 1981; if said individual shall not accept the general Partnership interest and shall fail to execute the aforesaid instrument, then the general partnership interest of the decedent or incompetent shall forthwith be automatically converted into a limited partnership interest and shall be assignable or transferable to the same extent as is any other limited Partnership interest in accordance with Paragraph X; such limited Partnership interest shall have the same right to profits and losses as the other limited Partnership interests.

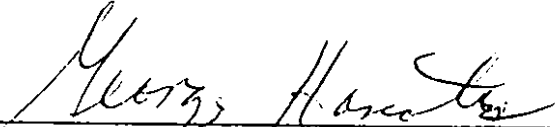
XIV. No limited partner has the right to demand and receive property other than cash in return

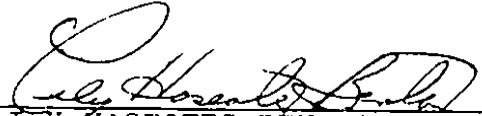
for his contribution.

IN WITNESS WHEREOF, the parties hereto have
duly executed this Certificate this first day of
April, 1981.

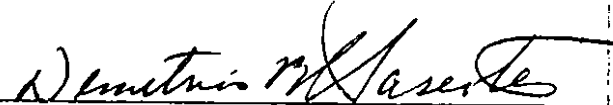
GENERAL PARTNERS:

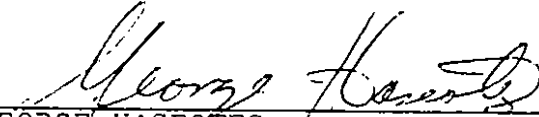

DEMETRIOS B. HASEOTES


GEORGE HASEOTES


LILY HASEOTES BENTAS

LIMITED PARTNERS


DEMETRIOS B. HASEOTES


GEORGE HASEOTES


LILY HASEOTES BENTAS

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF: NORFOLK, SS.

On this first day of April, 1981, before me
personally appeared Demetrios B. Haseotes, to me known
and known to me to be the individual described in
and who executed the foregoing instrument and he duly
acknowledged to me that he executed the same.


Richard T. Harris, Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF: NORFOLK, SS.

On this first day of April, 1981, before me personally appeared George Haseotes, to me known and known to me to be the individual described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

Richard T. Harris
Richard T. Harris, Notary Public
My Commission Expires:
April 3, 1987

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF: NORFOLK, SS.

On this first day of April, 1981, before me personally appeared Lily Haseotes Bentas, to me known and known to me to be the individual described in and who executed the foregoing instrument and she duly acknowledged to me that she executed the same.

Richard T. Harris
Richard T. Harris, Notary Public
My Commission Expires:
April 3, 1987

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