

49106

CENTERDALE ASSOCIATES

CERTIFICATE

OF

LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 13 of Title 7 of the Rhode Island General Laws, 1956, as amended, do swear that:

FIRST. The name of the partnership shall be Centerdale Associates.

SECOND. The character of the business conducted by the partnership shall be investment in and ownership of interests in limited partnerships and buying, selling, leasing, ownership, operation, management and development of real property and engaging in all business activities necessary, convenient or incidental thereto.

THIRD. The principal place of business of the partnership shall be located at 75 Newman Avenue, East Providence, Rhode Island 02916.

FOURTH. General Partner

John L. Marshall, III

Residence

71 Don Avenue
E. Providence, RI 02916

instrument by him executed to be his free act and deed.

Notary Public

STATE OF *Connecticut*
COUNTY OF *Hartford*

In *Hartford* in said County this *10th* day
of *March*, 1982, before me personally appeared Philip A.
Vasta, 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.

Ruth A. Roberts
Notary Public

My Commission Expires Mar. 31, 1986

Limited Partners

Residence

Paul W. Goodrich

138 Nichols Street
Norwood, MA 02062

Thomas R. Broussard

172 N. Las Palmas Avenue
Los Angeles, CA 90004

Philip A. Vasta

97 Garfield Road
West Hartford, CT 06107

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 the filing of this Certificate to December 31, 2015, or to such earlier date as shall be determined by events set forth in the Limited Partnership Agreement among the parties hereto.

SIXTH. The contribution of each limited partner shall be as follows:

<u>Name of Limited Partner</u>	<u>Cash</u>	<u>Property other than Cash</u>
Paul W. Goodrich	\$440.	None
Thomas R. Broussard	\$440.	None
Philip A. Vasta	\$ 80.	None

SEVENTH. Each limited partner may make additional contributions to the capital of the partnership as may from time to time be agreed upon between the limited partners and the general partners and the times at which or the events on the happening of which said contributions shall be made shall be as agreed upon.

EIGHTH. The contribution of each limited partner shall be returned only upon dissolution and termination of the limited partnership.

NINTH. Each limited partner shall, by reason of his contribution, receive the following percentage of the net profits of the partnership:

Paul W. Goodrich	44.0%
Thomas R. Broussard	44.0%
Philip A. Vasta	8.0%

TENTH. Each or any limited partner shall only have the right to substitute an assignee as contributor in his place according to the terms of Section 16 of the Limited Partnership Agreement among the parties hereto.

ELEVENTH. The general partners shall have the right to admit additional limited partners with the written consent of the limited partners.

TWELFTH. No limited partner shall have the right to priority over the other limited partners as to contributions or as to compensation by way of income.

THIRTEENTH. Upon the death, retirement or insanity of a general partner, the remaining general partner or partners shall have the right to continue the business.

FOURTEENTH. No limited partner shall have the right to demand and receive property other than cash in return for his contribution.

IN TESTIMONY WHEREOF, we have executed this certificate as of the 11th day of March, 1982.

GENERAL PARTNER


John L. Marshall, III

LIMITED PARTNERS


Paul W. Goodrich

Thomas R. Broussard


Philip A. Vasta

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence in said County this 11th day of March, 1982, 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.

Constance A. Howes
Notary Public

My Commission Expires June 30, 1986

STATE OF *Massachusetts*
COUNTY OF *Suffolk*

In *Boston* in said County this *10TH* day
of *March*, 1982, before me personally appeared Paul W.
Goodrich, to me known and known by me to be the party execut-
ing the foregoing instrument, and he acknowledged said
instrument by him executed to be his free act and deed.

Elizabeth Curragh
Notary Public

6-22-84

STATE OF
COUNTY OF

In in said County this day
of , 1982, before me personally appeared Thomas R.
Broussard, to me known and known by me to be the party
executing the foregoing instrument, and he acknowledged said

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FOURTH. General Partner

John L. Marshall, III

Residence

71 Don Avenue
E. Providence, RI 02916

Limited Partners

Residence

Paul W. Goodrich

138 Nichols Street
Norwood, MA 02062

Thomas R. Broussard

172 N. Las Palmas Avenue
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GENERAL PARTNER

John L. Marshall, III

LIMITED PARTNERS

Paul W. Goodrich

TR Broussard
Thomas R. Broussard

Philip A. Vasta

STATE OF
COUNTY OF

In _____ in said County this _____ day
of _____, 1982, 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

STATE OF
COUNTY OF

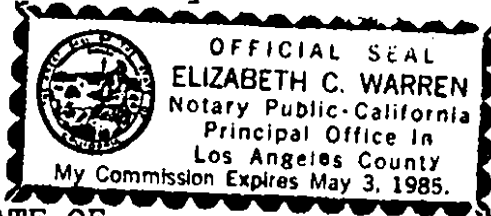
In _____ in said County this _____ day
of _____, 1982, before me personally appeared Paul W.
Goodrich, to me known and known by me to be the party execut-
ing the foregoing instrument, and he acknowledged said
instrument by him executed to be his free act and deed.

Notary Public.

STATE OF *California*
COUNTY OF *Los Angeles*

In *Los Angeles* in said County this *11th* day
of *March*, 1982, before me personally appeared Thomas R.
Broussard, 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

STATE OF

COUNTY OF

In _____ in said County this _____ day
of _____, 1982, before me personally appeared Philip A.
Vasta, 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

TILLINGHAST, COLLINS & GRAHAM
COUNSELLORS AT LAW
2000 HOSPITAL TRUST TOWER
PROVIDENCE, RHODE ISLAND 02903

Dated: MAR 11 1982

CENTERDALE ASSOCIATES

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