

OTP ASSOCIATES

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

AGREEMENT dated as of this 21st day of October, 1983, by and between NEWPORT TECHNOLOGY PARK ASSOCIATES, a Rhode Island limited partnership ("NTPA"), as the General Partner, and DATA REALTY COMPANY, a Rhode Island general partnership ("Data"), as the Limited Partner.

Section 1. Formation.

The parties hereto hereby agree to the formation of a Limited Partnership, known as OTP ASSOCIATES, a Limited Partnership formed pursuant to the provisions of the Uniform Act.

Section 2. Name and Office.

The Partnership shall be conducted under the name and style of OTP ASSOCIATES. The principal offices of the Partnership shall be located at 259 Weybosset Street, Providence, Rhode Island 02903. The General Partner may at any time change the location of such principal offices and shall give due notice of any such change to the Limited Partners.

Section 3. Purpose.

The purpose of the Partnership is to engage in real estate and any lawful business.

Section 4. Authorized Acts.

In furtherance of its purposes, the Partnership is hereby authorized by unanimous action of the General Partner to carry on any and all acts which may be necessary, convenient or incidental to the accomplishment of the purpose of the Partnership.

Section 5. Term and Dissolution.

The Partnership shall continue in full force and effect until December 31, 2008, except that the Partnership may be dissolved prior to such date upon the happening of the following events:

(i) The sale or the disposition of all or substantially all of the assets of the Partnership; or

(ii) The election to dissolve the Partnership made in writing by the General Partner with the consent of the Limited Partners.

Section 6. General Partner.

The General Partner of the Partnership is NTPA, and its Capital Contribution is as set forth in the Schedule.

Section 7. Limited Partner.

The Limited Partner of the Partnership is Data, and its Capital Contribution is as set forth in the Schedule. The liability of the General Partner shall be limited to the amount of its respective Capital Contribution as set forth in the Schedule, and the Limited Partner shall have no further liability to contribute to or in respect of the liabilities and obligations of the Partnership, and the Limited Partner shall not be personally liable for any obligations of the Partnership. No Limited Partner, in its capacity as a Limited Partner, shall have or exercise any rights in connection with the management of the Partnership or its business, nor shall it take any part in the conduct or control of the Partnership's business.

Section 8. Transferability of Limited Partner Interests.

No Limited Partner shall have the right to assign or transfer all or any portion of his interest in the Partnership nor to substitute an assignee in his place as a Limited Partner, without the prior written consent of the General Partner.

Section 9. Profits, Losses, Distributions and Cash Flow.

All profits, losses, distributions, and cash flow, as determined by the Partnership accountants, shall be distributed to the Partners annually in accordance with their Percentage Interests set forth in the Schedule.

Section 10. Return of Capital.

The Capital of all Partners shall be returned to the extent such funds are available for such purposes after the payment of all debts to the Partnership and upon termination and liquidation of the Partnership.

Section 11. Additional Limited Partners.

The General Partner shall have the right to admit additional Limited Partners to the Partnership under such terms and conditions determined by the General Partner, and which admission shall have received the consent of the Limited Partner.

Section 12. No Priority.

No Limited Partner shall have the right to priority over any of the Limited Partners as to contributions or as to compensation by way of income.

Section 13. Withdrawal of General Partner.

Upon the withdrawal or termination of the existence or dissolution (voluntary or involuntary), bankruptcy or inability or incapability to function of the General Partner, the Partnership shall terminate unless it is continued upon the unanimous action

of the Limited Partner and the admission of a new General Partner selected by said Limited Partner.

Section 14. Return of Contribution.

No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution.

Section 15. General Provisions.

(i) The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the successors and assigns of the respective parties hereto.

(ii) This Agreement shall be constructed and enforced in accordance with the laws of the State.

(iii) Each provision of this Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

(iv) This Agreement may be amended or modified by the Partners in writing.

(v) Notwithstanding any other provision of this Agreement, no action may be taken under the Agreement unless such action is taken in compliance with the provisions of the Uniform Act.

Section 16. Defined Terms.

(i) "Accountants" means such firm of certified public accountants as may be engaged by the General Partner.

(ii) "Agreement" means this Limited Partnership Agreement as it may be further amended from time to time.

(iii) "Capital Contributions" means the amount of cash shown on the Schedule attached hereto.

(iv) "Partnership" means the limited partnership governed by this Agreement as said limited partnership may from time to time be constituted and amended.

(v) "Schedule" means Schedule A attached hereto, as amended and in effect from time to time.

(vi) "State" means the State of Rhode Island.

(vii) "Uniform Act" means the Uniform Limited Partnership Act as embodied in the General Laws of Rhode Island, as amended.

IN WITNESS WHEREOF, the parties hereto have executed and sworn to this Agreement as of the day and year first written above.

WITNESS:

OTP ASSOCIATES:

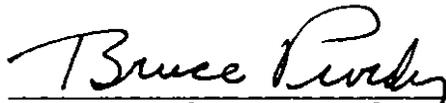
GENERAL PARTNER:

NEWPORT TECHNOLOGY PARK ASSOCIATES,
a Rhode Island limited partnership

By: 
Hugh J. Vaughan, General Partner

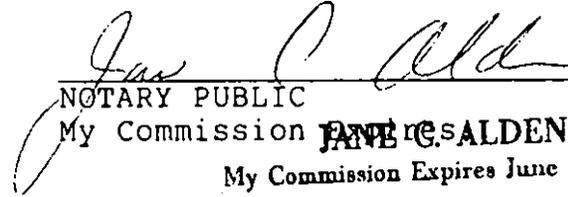
LIMITED PARTNER:

DATA REALTY COMPANY

By: 
Bruce Purdy, General Partner

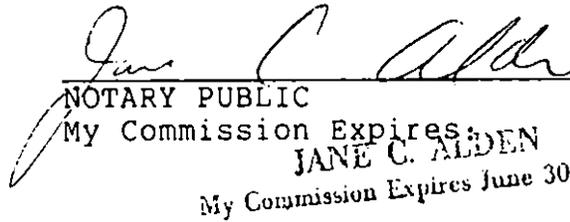
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on this 21st day of October, 1983, before me personally appeared HUGH J. VAUGHAN, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed.


NOTARY PUBLIC
My Commission Expires **JANE C. ALDEN**
My Commission Expires June 30, 1986

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In _____, on this 21st day of October, 1983, before me personally appeared BRUCE PURDY, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed.


NOTARY PUBLIC
My Commission Expires:
JANE C. ALDEN
My Commission Expires June 30, 1986

SCHEDULE A

TO OTP ASSOCIATES
LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE

<u>Name and Address</u>	<u>Capital Contributions</u>	<u>Percentage Interest</u>
<u>GENERAL PARTNER:</u>		
Newport Technology Park Associates 259 Weybosset Street Providence, RI 02903	\$ 1.00	
	2nd	96%
	3rd	75%
	2nd	96%
	3rd	75%
	1st	4%
	3rd	25%
<u>LIMITED PARTNER:</u>		
Data Realty Company 5 John Clark Road Middletown, RI 02840	\$ 1.00	
	1st	4%
	3rd	25%

Distrib-
tions, Net Sale
or Refinan-
cing Proceeds

Gain
From
Sale

Ordinary
Losses

Ordinary
Profits

Cash
Flow

2nd
Balance

Follows
Distri-
butions

Follows
Cash
Flow

125,000
75%

1st 25% in
excess of
\$1,730,000
of Mortgage De

Follows
Distri-
butions

Follows
Cash
Flow

25,000
25%

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