

Filing Fee: \$50.00

State of Rhode Island and Providence Plantations
CERTIFICATE OF LIMITED PARTNERSHIP

50012

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 222 Associates, Limited Partnership.

SECOND. The character of the business conducted by the partnership shall be
to acquire, construct, hold, rent and otherwise deal with real
and personal property of any kind and description including but not
limited to the operation of active businesses utilizing such property.

THIRD. The address of the specified office of the partnership is
509 Quaker Lane, P. O. Box 230, West Warwick, Rhode Island
(NO STREET, CITY OR TOWN IN RHODE ISLAND)
and the name of the specified agent for service of process at such address is Burton Charren

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)
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Burton Charren	61 Glen Ridge Road, Cranston, RI
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Doris Charren	61 Glen Ridge Road, Cranston, RI
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Limited Partners	Residence (NO STREET, CITY OR TOWN, STATE)
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Marc Charren	75 Granite Drive, East Greenwich, RI
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Gail Halsband	Caswell Street, Narragansett, RI
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Carolyn Botvin, Trustee	21 Dorset Road, Pawtucket, RI
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Jane Charren Covill	17 Tomahawk Court, Warwick, RI
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Doris Charren, Trustee	61 Glen Ridge Road, Cranston, RI
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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
Burton Charren	\$1	0	\$1
Doris Charren	\$1	0	\$1
Marc Charren	\$19.60	0	\$19.60
Gail Halsband	\$19.60	0	\$19.60
Jane Charren Covill	\$19.60	0	\$19.60
Carolyn Botvin, Trustee	\$19.60	0	\$19.60
Doris Charren, Trustee	\$19.60	0	\$19.60

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
Within 15 days of a demand by the managing general partner, the partners shall contribute such additional sums as the managing general partner, and his sole discretion, deems necessary to implement the purposes of the partnership. Such additional contributions shall be made in the following proportions: general partners--2 percent limited partners--98 percent			

Sixth. The times at which or the events on the happening of which said future contributions shall be made shall be Same as answer filed in second half of Clause Fifth above.

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 partner shall be entitled to transfer his or her interest in the partnership without the written consent of the general partners.

Ninth: Partners and to the General Partner in the same proportion as they would share Net Income had Net Income been generated for the calendar year on account of which the cash is being distributed.

b) To the extent that the Managing General Partner determines to distribute Operating Cash Flow and Non-Operating Cash Flow, distributions thereof shall be made in such installments and at such times as the General Partner shall determine.

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. the partners agree that they shall not withdraw from the partnership without the approval of the general partners.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership. a) To the extent that the Managing General Partner determines to distribute any or all Operating Cash Flow or Net Operating Cash Flow, Operating Cash Flow and Non-Operating Cash Flow of the Partnership for each calendar year shall be distributed to the Limited (see continuation on supplemental page 1)

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. No partner shall be permitted to withdraw any contributions made to the partnership or interest in capital except upon dissolution and 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. a) the expiration of the term of the partnership, namely, December 31, 2036. b) The election in writing by the General Partners to dissolve, c) The death, resignation, incompetence or bankruptcy of the last General Partner provided that no successor general partner is appointed.

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. the partners agree that they will not withdraw from the partnership without the approval of the general partners, however, in the event of such a withdrawal with the consent of the general partners, the remaining general partner or general partners may continue the partnership business.

THIRTEENTH. Other matters as the partners have determined to include herein
(Use Schedule A if space below is not sufficient.)

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CHECK
02060081

PAID
02/24/87

In Testimony Whereof, We have hereunto set our hands and stated our residences this
16th day of February A.D. 19 87.

FOR 291857
VR

Name

Residence
(NO STREET, CITY OR TOWN STATE)

Burton Charren

Burton Charren

61 Glen Ridge Road, Cranston, RI

Doris Charren

Doris Charren

61 Glen Ridge Road, Cranston, RI