

FEB 27 1987 SA

State of Rhode Island and Providence Plantations

CERTIFICATE OF LIMITED PARTNERSHIP

50014

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 CORNERSEND ASSOCIATES L.P.

SECOND. The character of the business conducted by the partnership shall be

ownership and operation of Real Estate

THIRD. The address of the specified office of the partnership is

17 GLEATON DRIVE PROVIDENCE RI 02906
(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is

Stephen R Lewinstein

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)

Stephen R Lewinstein

17 GLEATON DRIVE PROVIDENCE RI 02906

Limited Partners

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

DONALD BRODY

45 MENLO PLACE, Berkeley CALIF. 94707

Toby Michelson

45 MENLO PLACE, Berkeley CALIF 94707

JANICE BRODY

2315 RAMONA ST. PALO ALTO CALIF 94301

Stephen R Lewinstein

17 GLEATON DRIVE PROVIDENCE RI 02906

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
DONALD BRODY AND 76X M/10/500 (COMMUNITY PROPERTY)	\$2,500		
JANICE BRODY	\$2,500		
Stephen R Lemmingsen	0		

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
NOT APPLICABLE			

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be NOT APPLICABLE

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. LIMITED PARTNERS MAKING CAPITAL CONTRIBUTIONS CAN ASSIGN TO RELATED PARTIES WITHOUT CONSENT AND TO OTHER PARTIES WITH CONSENT OF GENERAL PARTNER; LIMITED PARTNERS NOT MAKING CAPITAL CONTRIBUTIONS CAN ONLY ASSIGN WITH CONSENT OF MAJORITY IN INTEREST OF LIMITED PARTNERS MAKING CAPITAL CONTRIBUTIONS

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.....

NONE

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership. General partner Receives 17% of cash Flow from operations. From Remaining cash Flow, Limited partners making capital contributions Receive a 7% cumulative priority Return on Capital Invested. Excess cash Flow split 50% to Limited partners making capital contributions and 50% to Limited partners not making capital contributions.

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 on sale of the partnership assets. Limited partners first receive Return of Remaining Capital Contribution. Excess proceeds split 17% to General partner, 49% to Limited partners not making capital contribution and 50% to Limited partners making capital contribution after first satisfying any deficiency in Paragraph 9.

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.....
Earlier of sale of partnership assets or December 31, 2064

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.....

With consent of majority in interest of limited partners

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

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

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

27 day of February A.D. 19 87

Name

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

Donald Brady by Stephen R. Lauerstein Attorney at Law	45 Menlo Park Berkeley Calif 94707
Trey Mickelson by Stephen R. Lauerstein Attorney at Law	45 Menlo Park Berkeley Calif 94707
Jaymie Brady by Stephen R. Lauerstein Attorney at Law	2315 Parkside Street Alhambra Calif 91801
Stephen R. Lauerstein	17 Great Lane Providence RI 02906

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CASH
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50.00