

Filing Fee: \$50.00

State of Rhode Island and Providence Plantations

CERTIFICATE OF LIMITED PARTNERSHIP

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 Reservoir Avenue Development
Associates, L.P.

SECOND. The character of the business conducted by the partnership shall be
acquisition, development, construction, leasing and operation of real estate

THIRD. The address of the specified office of the partnership is
30 Exchange Terrace, Providence, Rhode Island 02903
(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is
Steven M. McInnis, Esq.

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 <small>(NO. STREET, CITY OR TOWN, STATE)</small>
<u>Reservoir Avenue Investors</u>	<u>One Turks Head Place, Providence, RI</u>

Limited Partners	Residence <small>(NO. STREET, CITY OR TOWN, STATE)</small>
<u>Zakopane Real Estate Associates, Inc.</u>	<u>Building DS24, Koster Road, Davisville, RI</u>
<u>Providence Technology Properties, Inc.</u>	<u>300 Niantic Avenue, Providence, RI</u>

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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
Reservoir Avenue Investors	\$10,000	-0-	
	-0-		
Zakopane Real Estate Associates, Inc.		-0-	
	-0-		
Providence Technology Properties, Inc.		-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
Reservoir Avenue Investors	\$115,000	-0-	
	-0-		
Zakopane Real Estate Associates, Inc.		-0-	
	-0-		
Providence Technology Properties, Inc.		-0-	

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be At the time needed for working capital or capital expenditures by the Partnership

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. Only with consent of General Partners

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.....
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NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership. Distributions (other than from distributions upon dissolution or sale of assets) of cash to be made pro rata and other distributions to be made first to return of capital, then pro rata, all as more fully provided in an Agreement of Limited Partnership dated as of October 5, 1987 (the "Partnership Agreement")

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. Capital is to be returned upon dissolution or sale of assets, as more fully provided in the Partnership Agreement.....
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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.....
December 31, 2007 or upon certain other events described in the Partnership Agreement.....
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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. Limited Partners may elect a substitute General Partner and may continue business of Partnership.....
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THIRTEENTH. Other matters as the partners have determined to include herein

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

All the rights and duties of the partners are more fully set forth in the
Partnership Agreement

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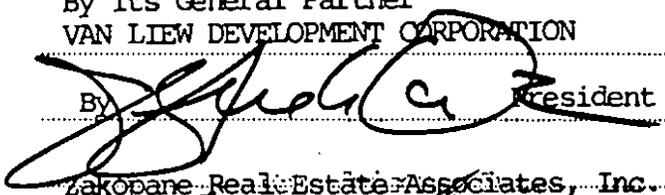
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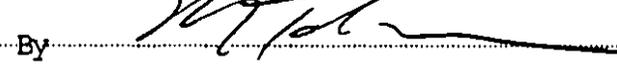
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In Testimony Whereof, We have hereunto set our hands and stated our residences this

5th day of October A.D. 19 87

Name	Residence (NO. STREET, CITY OR TOWN, STATE)
Reservoir Avenue Investors By Its General Partner VAN LIEW DEVELOPMENT CORPORATION	One Turks Head Place Providence RI

By  Resident

Zakopane Real Estate Associates, Inc.	Building DS24
By 	Koster Road
	Davisville, Rhode Island

Providence Technology Properties, Inc.	300 Niantic Ave., Providence, RI
By <i>Diana L. Dannis, President</i>	