

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 JWJ ASSOCIATES, a Rhode Island Limited Partnership

SECOND. The character of the business conducted by the partnership shall be Ownership, development, maintenance and leasing of real property

THIRD. The address of the specified office of the partnership is 29 WRISTON DRIVE, Providence, 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 James D. Levitt

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)
James H. Moore	314 Bullocks Point Riverside, Rhode Island
Jack Braverman	29 Wriston Drive Providence, Rhode Island

Limited Partners	Residence (NO. STREET, CITY OR TOWN, STATE)
G. Wesley McKeen	232 Stoney Lane North Kingstown, RI

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
As set forth in the Limited Partnership Agreement of JWW Associates,			
a Rhode Island Limited Partnership, dated November 6, 1987 attached			
hereto and incorporated by reference.			

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
As set forth in the Limited Partnership Agreement of JWW Associates,			
a Rhode Island Limited Partnership, dated November 6, 1987 attached			
hereto and incorporated by reference.			

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

As set forth in the Limited Partnership Agreement of JWW Associates,
a Rhode Island Limited Partnership, dated November 6, 1987
attached hereto and incorporated by reference.

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.....
As set forth in the Limited Partnership Agreement of JWJ
Associates, a Rhode Island Limited Partnership, dated
November 6, 1987 attached hereto and incorporated by reference.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership.....
As set forth in the Limited Partnership Agreement of JWJ
Associates, a Rhode Island Limited Partnership, dated
November 6, 1987 attached hereto and incorporated by reference.

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
As set forth in the Limited Partnership Agreement of JWJ
Associates, a Rhode Island Limited Partnership, dated
November 6, 1987 attached hereto and incorporated by reference.

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.....
As set forth in the Limited Partnership Agreement of JWJ
Associates, a Rhode Island Limited Partnership, dated
November 6, 1987 attached hereto and incorporated by reference.

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.....
As set forth in the Limited Partnership Agreement of JWJ
Associates, a Rhode Island Limited Partnership, dated
November 6, 1987 attached hereto and incorporated by reference.

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 6th
day of November A.D. 19 87 .

Name	Residence (NO STREET, CITY OR TOWN, STATE)
John H. Moore	314 B. Locks Pt, East Providence, RI
Jack Braverman	29 Wriston Dr. Prov. R.I. 02906
Ruby M. Lee	232 Stony Lane N.H. R.I. 02952

LIMITED PARTNERSHIP AGREEMENT

This Agreement made this 6th day of November, 1987
by and among James H. Moore of 314 Bullock's Point, Riverside,
Rhode Island, and Jack Braverman of 29 Wriston Drive,
Providence, Rhode Island (the "General Partners") and G. Wesley
^{also known as G. Wesley McKeen}
McKeen / of 111 St. Louis Ave. North Kingstown, RI North Kingstown, Rhode Island
the ("Limited Partner").

1. Name and Business. The parties hereby form a limited
partnership pursuant to the provisions of Rhode Island General
Laws Section 7-13-1 et seq. (1956 edition, as amended) to hold,
operate, improve and lease certain real property including
improvements (the "Premises") located on Dry Bridge Road in the
Town of North Kingstown, State of Rhode Island and further
described in Exhibit A, attached hereto and incorporated herein
by reference. The name of the partnership shall be "JWJ
ASSOCIATES, a Rhode Island Limited Partnership". The principal
office and place of business of the partnership shall
be 29 Wriston Drive, Providence, R.I.

2. Term. The term of the partnership shall begin
November 1, 1987 and shall continue until October 31, 2007,
unless terminated earlier as hereinafter provided.

3. Capital contributions and loans of general partners.

James Moore and Jack Braverman shall be the General Partners. Each of the General Partners shall contribute to the partnership capital the cash amount set opposite his name:

<u>General Partners</u>	<u>Contribution</u>
James Moore	\$37.50
Jack Braverman	\$37.50

Any additional capital expended by a General Partner on behalf of the partnership, including all costs incurred in acquiring title to the Premises, shall be considered a loan to the partnership earning interest at a rate equal to the Wall Street Journal Prime Rate of interest plus 1 1/2 points and shall be secured by a mortgage on the Premises. All such loans shall be paid on a continuing basis to the extent that partnership funds are available for payment of such expenses and shall be due and payable in full upon the sale of the Premises.

4. Capital contributions of limited partners. The

following person shall be the Limited Partner and shall contribute to the partnership the cash amount set opposite his name:

<u>Limited Partner</u>	<u>Contribution</u>
G. Wesley McKeen	\$25.00

5. Profits and losses.

(a) The net profits and losses of the partnership shall be divided and borne by each of the partners in the proportions set opposite his or her name (subject, however, insofar as the Limited Partner is concerned, to the limitation of his liability to the amount of his capital contribution):

<u>General Partners</u>	<u>Percentage</u>
James Moore	37.5
Jack Braverman	37.5

Limited Partner

G. Wesley McKeen	25
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(b) The fiscal year of the partnership shall be the calendar year.

(c) In determining the share of partnership net profits to which each partner shall be entitled, the partnership profits shall be determined without taking into account any deduction for depreciation.

All depreciation and other deductions shall be allocated among the partners in proportion to their cash capital contributions.

6. Mortgage refinancing. If net proceeds of a refinancing of any mortgage constituting a lien against real property held by the partnership exceed the total of 1) the principal balance of the mortgage immediately prior to such refinancing and 2) outstanding and anticipated liabilities, and such proceeds of refinancing are received by the partnership, then such net proceeds shall be distributed among the partners in the same ratios as set forth in paragraph 5(a) hereof.

7. Sale of assets. If the real property held by the partnership is sold, the net proceeds realized from such sale (including the net proceeds derived from the sale or satisfaction of any purchase money mortgage) shall be allocated as follows:

(a) Each partner shall receive an amount equal to the cash contributions made to the original capital of the partnership as set forth in paragraphs 3 and 4 hereof, reduced by any amounts such partner may previously have received out of the net proceeds received as a result of refinancing any mortgage constituting a lien against partnership real property.

(b) Any sums in excess thereof shall be distributable among all of the partners in the ratios set forth in paragraph 5(a) hereof.

The term "net proceeds" shall mean the gross sales price reduced by the costs of the transaction, including any broker's commissions due the individuals who are also General Partners of this partnership, and further reduced by all outstanding and anticipated liabilities.

8. Losses. The liability of the Limited Partner for partnership losses shall in no event exceed the aggregate amount of his or her contribution to the capital of the partnership. Any losses in excess of such amount shall be borne solely by the General Partners, who shall share such losses in the proportions set forth in Paragraph 5(c) hereof.

9. Salaries, drawings, and interest on capital contributions. None of the partners (General or Limited) shall receive any salary or drawings for services rendered on behalf of the partnership in their capacity as partners, nor shall any partner receive any interest on his or her contribution to the capital of the partnership.

10. Management, duties, and restrictions.

(a) General Partners. The General Partners shall have equal rights in the management of the partnership business and each shall devote such time to the partnership as shall be reasonably required for its welfare and success. Without the consent of the other General Partner, neither General Partner shall on behalf of the partnership borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, bond, or lease, or purchase or sell any property for or of the partnership. Neither General Partner shall assign, mortgage, pledge, or sell his interest in the partnership or in its capital assets or property, or without the consent of the other General Partner enter into any agreement as the result of which any person shall become interested with him in the partnership.

(b) Limited partners. No Limited Partner shall participate in the management of the partnership business. A Limited Partner shall have the right to withdraw his or her capital contribution upon the termination of the partnership as provided herein, provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the partnership, except liabilities to partners on account of their contributions, have been paid or unless the partnership has assets sufficient to pay them. Except as otherwise provided in paragraph 16 hereof, no Limited Partner shall have the right to demand or receive property other than cash in return for his or her contribution. No Limited Partner shall have priority over any other Limited Partner either as to contributions to capital or as to compensation by way of income. No additional Limited Partner may be admitted to the partnership. The Limited Partner consents to any sale or other disposition, encumbrance, mortgage, or lease by the General Partners on behalf of the partnership, of any or all of the partnership's assets, now or hereafter acquired, on such terms and conditions as may be determined by the General Partners and to the employment, when and if required, of such brokers, agents, and attorneys as the General Partners may determine, notwithstanding that any party hereto may have an interest therein.

11. Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom are to be made upon checks signed by James Moore or Jack Braverman.

12. Conveyance. Any deed, bill of sale, mortgage, security agreement, lease, contract of sale, or other commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real or personal property, shall be signed by James Moore and Jack Braverman, or by the surviving General Partner if there be only one surviving.

13. Books. The partnership shall maintain full and accurate books in its principal office, or such office as shall be designated for such purpose by the General Partners, and all partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each fiscal year.

14. Nonassignability. No General Partner or Limited Partner shall have the right to substitute an assignee as contributor in his place. No assignment of any Limited Partner's right to proceeds distributable to him as a Limited Partner hereunder shall be valid unless consented to by the General Partners.

15. Withdrawal and Termination. Any General Partner may withdraw from the partnership upon ninety (90) days prior notice to the other General Partner.

In the event of the withdrawal, death, or insanity of a partner, the remaining General Partner(s) shall have the right to continue the business of the partnership under its present name by himself, or in conjunction with any other person or persons he may select, but he shall pay to the withdrawing partner, or to the legal representatives of the deceased or insane partner, as the case may be, the value of his interest in the partnership. Upon the agreement of the General Partners to terminate the partnership, or upon the death, retirement, or insanity of the Limited Partner or all General Partners, the General Partners or the remaining General Partner shall wind up and liquidate the partnership by either or both of the following methods:

(a) Selling the partnership's assets and distributing the net proceeds therefrom after the payment of partnership liabilities to each partner in satisfaction of his or her interest in the partnership.

(b) Distributing the partnership's assets to the partners in kind, each partner accepting an undivided interest in the partnership's assets, subject to its liabilities, in satisfaction of his or her interest in the partnership.

Upon completion of the liquidation, the partnership shall be deemed completely dissolved and terminated.

16. Distribution of proceeds on liquidation. The proceeds of liquidation shall be distributed, as realized, in payment of the liabilities of the partnership in the following order: (a) to creditors of the partnership including any General Partner who has loaned funds to the partnership; (b) to all of the partners in amount of their capital accounts as described in Paragraphs 3 and 4 of this agreement; c) to all of the partners in the ratios set forth in Paragraph 5(a) hereof. The General Partners shall not be personally liable to the Limited Partner for any deficit in the Limited Partner's capital accounts or for the return of his contribution.

17. Power of attorney. The Limited Partner (if more than one) constitutes and appoints the General Partners, or either of them, the true and lawful attorney for the undersigned, to make, execute, sign, acknowledge, and file a Certificate of Limited Partnership or amendments thereto, and, upon termination of the partnership, a certificate of dissolution, as required under the laws of the State of Rhode Island, and to include therein all information required by the laws of the State of Rhode Island, and also to make, execute, sign, acknowledge, and file such other instruments as may be required under the laws of the State of Rhode Island. The General partners, or either of them, are authorized to take title to the real property herein referred to and to execute any and all documents related thereto on behalf of the partnership,

whether or not a Certificate of Limited Partnership has been filed prior to the date of such acceptance of title or execution of such documents, and all of the parties hereto hereby ratify and confirm any such action by either of the General Partners. The aforementioned General Partners shall convey the real property, hereinbefore referred to, to the partnership upon the filing of Certificate of Limited Partnership and the completion of the requisite advertising.

18. The agent for service of process on the partnership shall be James D. Levitt, Esquire, GORDON & LEVITT, 339 Angell Street, Providence, Rhode Island.

19. Notices. All notices provided for in this agreement shall be directed to the parties at the addresses hereinabove set forth and to the partnership at its principal office by registered or certified mail.

20. Binding. This agreement shall be binding upon all of the parties and their estates, heirs, or legatees.


21. Applicable law. This agreement and the rights of the parties thereunder shall be interpreted in accordance with the laws of the State of Rhode Island.

22. Agreement in counterparts. This agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

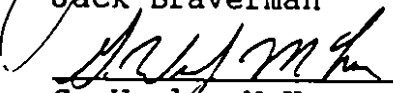
IN WITNESS WHEREOF, the undersigned have set their hands.



James H. Moore



Jack Braverman



G. Wesley McKeen

EXHIBIT "A"

That certain parcel of land with all buildings and improvements situated thereon located on the westerly side of Dry Bridge Road, so called, in the Town of North Kingstown, County of Washington, State of Rhode Island, and being more particularly bounded and described as follows:

Beginning at a point in the westerly line of Dry Bridge Road, so called, said point being 250.13 feet south of the southeasterly corner of land now or formerly of Empire Gas Corp., as measured in and along the westerly line of Dry Bridge, so called;

Thence running westerly, bounded northerly by land now or formerly of Domenick Vendresca, a distance of 408.88 feet to a point, said point being the north-westerly corner of the herein described parcel;

Thence turning an interior angle of 90 degrees - 00 minutes - 00 seconds and running southerly, bounded westerly by land now or formerly of Domenick Vendresca, a distance of 225.00 feet to a point;

Thence turning an interior angle of 90 degrees - 00 minutes - 00 seconds and running easterly, bounded southerly by land now or formerly of Domenick Vendresca, a distance of 400.00 feet to a point in the westerly line of Dry Bridge Road, so called;

Thence turning an interior angle of 92 degrees - 15 minutes - 40 seconds and running northerly in and along the westerly line of Dry Bridge Road, so called, a distance of 225.18 feet to the point and place of beginning.

Said first and last courses intersect to form an interior angle of 87 degrees - 44 minutes - 20 seconds.

Said parcel as described contains 90,999.47 square feet, or 2.089 acres of land.

386 DRY BRIDGE ROAD
NORTH KINGSTOWN, RHODE ISLAND
PLAT 79 LOT 46