

49735

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CERTIFICATE OF FORMATION OF A LIMITED PARTNERSHIP  
TO BE KNOWN AS CAMPUS ASSOCIATES

KNOW ALL MEN BY THESE PRESENTS that the undersigned, desiring to form a limited partnership under and by virtue of the powers conferred by Rhode Island General Laws 1956 (1969 Reenactment) Section 7-13-1 through 7-13-31, as amended, do solemnly swear that:

FIRST: The name of the partnership is: CAMPUS ASSOCIATES.

SECOND: The character of business of the partnership is: To acquire (by lease, purchase or otherwise), construct, renovate, develop, improve, operate, own, maintain, operate, lease, sell and otherwise deal with certain real property located in North Kingstown, Rhode Island, and more fully described in the Partnership Agreement, and the buildings and improvements located thereon.

THIRD: The location of the principal place of business of the partnership is: 215 Phillips Street, Wickford, Rhode Island 02852.

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FOURTH: The name and principal residence of each member  
- general and limited partners being respectively designated, is:

General Partners: Alfred D. Steinman, Jr.  
215 Phillips Street  
Wickford, RI 02852  
  
Thomas F. Vassallo  
2273 Trant Lake Drive  
Virginia Beach, Virginia 23454

Limited Partners: Alfred D. Steinman, Jr.  
215 Philips Street  
Wickford, RI 02852  
  
Thomas F. Vassallo  
2273 Trant Lake Drive  
Virginia Beach, Virginia 23454  
  
Kemberley S. Vassallo  
2273 Trant Lake Drive  
Virginia Beach, Virginia 23454  
  
Betsy Ladd Steinman  
215 Phillips Street  
Wickford, RI 02852

FIFTH: The term for which the Partnership is to exist  
is: From the date of the filing of this certificate until  
December 31, 2034, unless sooner terminated.

SIXTH: The amount of cash and a description and the  
agreed value of other property contributed by each limited part-  
ner: The Limited Partners have agreed to contribute in cash to  
the Partnership the amount set forth in Schedule A.

SEVENTH: The additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made: No Limited Partner shall be required to make any additional contribution beyond the amount as aforesaid.

EIGHTH: The time, if agreed upon, when the contribution of each limited partner is to be returned: There is no agreement as to time when the capital contribution of any Limited Partner is to be returned.

NINTH: The share of the profits or other compensation by way of income which a limited partner shall receive by reason of his contribution. The share of profits or other distributions which the General Partners and Limited Partners shall receive by reason of their contribution shall be in proportion to their capital contributions.

TENTH: The right, if given, of a limited partner to substitute an assignee as contributor in his place and the terms and conditions of such substitution: No assignee of a Limited Partner's interest shall have the right to be admitted as a Substituted Limited Partner in place of the assignor unless:

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A. The Limited Partner shall designate in writing satisfactory to the General Partners, his intention that his assignee is to become a Substituted Limited Partner.

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B. The General Partners shall consent, which consent may be withheld in the General Partners' sole and absolute discretion, in writing to the admission of the assignee as a Substituted Limited Partner.

C. The assignee shall execute and/or deliver such instruments (including without limitation an opinion of counsel that such proposed assignment does not violate state or federal securities laws, as the General Partners shall deem necessary or desirable to effect his or her admission as a Substituted Limited Partner, and to evidence acceptance of the terms of this Agreement of Limited Partnership.

D. The assignee shall pay all reasonable expenses in connection with admission as a Substituted Limited Partner.

ELEVENTH: The right, if given, of the partners to admit additional limited partners: The General Partners shall have the right to admit additional Limited Partners only if the terms of such admission of such additional limited partners shall have received the written approval of all Partners.

TWELFTH: The right, if given, of one or more of the limited partners to priority over other limited partners as to contributions or as to compensation by way of income and the nature of such priority. No Limited Partner shall have priority over any other Limited Partner as to contributions and compensation by way of income.

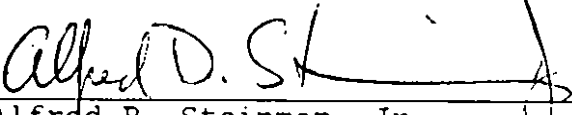
THIRTEENTH: The right, if given, of the remaining general partner or partners to continue the business on the death, retirement, or insanity of a general partner: Upon the death, retirement, incapacity, bankruptcy or dissolution of a General Partner, the remaining General Partners shall have the right to continue and carry on the business of the Partnership.

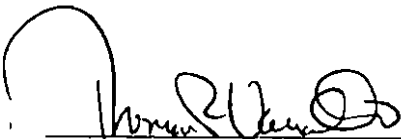
FOURTEENTH: The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution: No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution.

FIFTEENTH: Each Limited Partner has irrevocably appointed and empowered each General Partner and the President, any Vice-President, Treasurer, and Secretary of any corporate General Partner, his true and lawful attorney-in-fact and in his name place and stead to make, execute, sign, swear to, acknowledge, and file all certificates (including Certificates of Limited Partnership) required under the Uniform Act and all amendments thereto and to execute any other instruments in connection with Partnership business which may be required by the laws of Rhode Island or of any other applicable jurisdiction and all other documents which the General Partner deems necessary or reasonably appropriate to accomplish the purposes of the Partnership and carry out its powers.

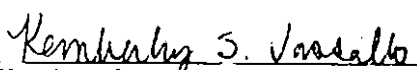
The appointment by each Limited Partner of each General Partner and such officers of a corporate General Partner as aforesaid as attorneys-in-fact is deemed to be a power coupled with an interest. The foregoing power of attorney is irrevocable and survives the assignment by any Limited Partner of the whole or any part of his interest hereunder, is binding on any assignee or vendee of a Limited Partnership interest or any portion thereof, including any assignee or vendee of only the distribution rights relating thereto, and survives the death, incompetency or legal disability of any Limited Partner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 18<sup>TH</sup> day of ~~January~~ <sup>September</sup>, 1985.

  
Alfred P. Steinman, Jr.  
General Partner and Limited Partner

  
Thomas F. Vassallo, General Partner  
and Limited Partner

  
Betsy Ladd Sternman, Limited Partner

  
Kemberley S. Vassallo, Limited  
Partner

STATE OF RHODE ISLAND

COUNTY OF

*Washington*

In *No. Kingstown* on this *18* day of *September*,  
1985, before me personally appeared Alfred D. Steinman, Jr., to

me known and known by me to be the person executing the foregoing  
instrument and being first duly sworn by me, he acknowledged said  
instrument by him executed to be his free act and deed and de-  
clared that the statements made therein were true.

*Barbara J. McAndrews*  
Notary Public

My Commission Expires:

My Commission Expires June 30, 1986

COMMONWEALTH OF VIRGINIA

*City*  
COUNTY OF

In *my presence* on this *10th* day of January,  
1985, before me personally appeared Thomas F. Vassallo to me  
known and known by me to be the person executing the foregoing  
instrument and being first duly sworn by me, he acknowledged said  
instrument by him executed to be his free act and deed and de-  
clared that the statements made therein were true.

*George M. Sanford*  
Notary Public  
My Commission Expires

My Commission Expires July 26, 1988

STATE OF RHODE ISLAND

COUNTY OF

*Washington*

In *No. Kingstown* on this *18* day of *September*,  
1985,

~~before me personally appeared Betsy Ladd Steinman to me known and~~

known by me to be the person executing the foregoing instrument and being first duly sworn by me, she acknowledged said instrument by her executed to be her free act and deed and declared that the statements made therein were true.

Barbara J. McAndrews  
Notary Public

My Commission Expires: My Commission Expires June 30, 1986

COMMONWEALTH OF VIRGINIA

City  
COUNTY OF Virginia Beach

In my presence see on this 11th day of January, 1985, before me personally appeared Kemberley S. Vassallo to me known and known by me to be the person executing the foregoing instrument and being first duly sworn by me, she acknowledged said instrument by her executed to be her free act and deed and declared that the statements made therein were true.

Lita J. Greenleaf  
Notary Public

My Commission Expires: May 25, 1986



SCHEDULE A

General Partners

Capital Contribution

Alfred D. Steinman  
215 Phillips Street  
Wickford, RI 02852

\$12.50

Thomas F. Vassallo  
2273 Trant Lake Drive  
Virginia Beach, Virginia 23454

\$12.50

Limited Partners

Capital Contribution

Alfred D. Steinman, Jr.  
215 Phillips Street  
Wickford, RI 02852

\$12.50

Thomas F. Vassallo  
2273 Trant Lake Drive  
Virginia Beach, Virginia 23454

\$12.50

Betsy Ladd Steinman  
215 Phillips Street  
Wickford, RI 02852

\$25.00

Kemberley S. Vassallo  
2273 Trant Lake Drive  
Virginia Beach, Virginia 23454

\$25.00

SEP 16 1985  
*Re*

	CP50	50.00
	CASH	50.00
09/19/85 PAID	0052A001	