

AMENDED AND RESTATED CERTIFICATE OF
LIMITED PARTNERSHIP OF NORTHERN PLAZA ASSOCIATES

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Pursuant to the provisions of Section 7-13-26 G.L.R.I., 1956, as amended (1969 Re-enactment), the undersigned, as general and limited partners, as the case may be, of Northern Plaza Associates, adopt the following amended and restated certificate of formation and do hereby solemnly swear as follows:

FIRST: The name of the partnership is: Northern Plaza Associates.

SECOND: The general and limited partners of the partnership on August 30, 1984, in the manner prescribed by Chapter 7-13 of the G.L.R.I., 1956, as amended (1969 Re-enactment) adopted the following amended and restated certificate of limited partnership:

"I. The name of the partnership is: Northern Plaza Associates.

"II. The character of the business of the partnership is: To acquire (by lease, purchase or otherwise), construct, develop, improve, own, maintain, operate, lease, sell and

otherwise deal with those certain parcels of land located in the City of Pawtucket, State of Rhode Island, and more specifically described in Exhibit B attached to the Amended and Restated Partnership Agreement.

"III. The location of the principal place of business of the partnership is: 20 Centerville Road, Warwick, Rhode Island.

"IV. The name and place of residence of each member-general and limited partners being respectively designated, is:

GENERAL PARTNERS:

James H. Wolochojian
75 Bow Street
East Greenwich, Rhode Island

Elizabeth V. Bogosian
116 Highland Avenue
Warwick, Rhode Island

LIMITED PARTNERS:

See Schedule A attached hereto.

"V. The term for which the partnership is to exist:
From December 30, 1983, until December 31, 2030, unless sooner terminated.

"VI. The amount of cash and a description and the agreed value of the other property contributed by each limited partner: Each Limited Partner has contributed the sum of \$2,450 for each Unit of limited partnership interest owned by him, or a proportionally lesser or greater amount in the case of the ownership of less or more than one Unit.

"VII. 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: Each Limited Partner shall make the following additional contributions:

(1) \$13,400 per Unit (the "Second Installment") shall be payable on January 14, 1985.

(2) \$12,050 per Unit (the "Third Installment") shall be payable on January 14, 1986.

(3) \$9,450 per Unit (the "Fourth Installment") shall be payable on January 14, 1987.

(4) \$7,950 per Unit (the "Fifth Installment") shall be payable on January 14, 1988.

(5) \$6,614 per Unit (the "Final Installment") shall be payable on January 14, 1989.

Each additional contribution shall be adjusted to the extent that the interest cost on the Equity Loan (as defined in the Partnership Agreement) is greater or lesser than 14.5%.

"VIII. The time, if agreed upon, when the contribution of each limited partner is to be returned: There is no agreement as to the time when the contributions of the Limited Partners are to be returned. Subject to the terms and conditions of the Amended and Restated Partnership Agreement, the General Partners are empowered on a pro rata basis, to return the capital contributions of the Limited Partners.

"IX. The share of the profits or the other compensation by way of income which a limited partner shall receive by reason of his contribution: Limited Partners as a class shall share 99% and the General Partners 1% of the profits, losses and cash flow from normal operations of the partnership. Net proceeds from a sale or refinancing or other transaction not in the course of normal operations will be distributed 50% to the Limited Partners and 50% to the General Partners after the following priority payments: (i) payment of debts and obligations of the partnership excluding Project Expense Loans and Residual Receipts Notes; (ii) funding of reserves for contingent liabilities to the extent deemed reasonable by the General Partners and the partnership's accountants; (iii) payment of Project Expense Loans; (iv) recovery by the Limited Partners of their paid in Capital Contributions; (v) payment to the partners of any deficiency in the Cumulative Annual Distribution in each fiscal year; (vi) payment to the General Partners of the amount of \$100,000 in repayment of the General Partners' Loan plus \$69,801; and (vii) payment of outstanding Residual Receipts Notes. Profits and losses arising from a sale or refinancing or other transaction not in the course of normal operations will be shared 50% by the Limited Partners and 50% by the General Partners after certain priority allocations in the Partnership Agreement that (1) restore excess losses previously charged to the partners' capital accounts and

(2) track the profits allocable to the above distributions of sales proceeds. The terms "profit and losses," "cash flow," "Project Expense Loans," "Residual Receipts Notes," "Annual Distributions" and "Capital Contributions" are defined in the Amended and Restated Partnership Agreement and are used herein in accordance with the definitions therein contained.

"X. 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: A Limited Partner may assign or transfer any or all of his interest in the partnership; however, no such assignee or transferee shall be substituted as a Limited Partner of the partnership without the prior written consent of the General Partners, which consent is solely within the discretion of the General Partners. In order for an assignee to become a substitute Limited Partner, (i) the General Partners must consent; (ii) the assignee must accept in writing all the provisions of the Amended and Restated Partnership Agreement and agree to be bound by all the provisions relating to financing of the Project; and (iii) the Certificate of Limited Partnership must be amended to reflect the admission of the assignee as a substitute Limited Partner. In addition, the General Partners may require as a condition of any sale, transfer, exchange or other disposition of any interest in the partnership, that the transferor (i) assume all costs incurred by the partnership in connection therewith;

and (ii) furnish the partnership with an opinion of counsel satisfactory to counsel for the partnership that such sale, transfer, exchange or other disposition complies with applicable federal and state securities laws.

"XI. The right, if given, of the partners to admit additional limited partners: The General Partners, with the consent of all the Limited Partners, may admit additional Limited Partners.

"XII. 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 has any priority over other Limited Partners as to contributions or as to compensation by way of income.

"XIII. The right, if given, of the remaining general partner or partners to continue the business on the death, retirement, or insanity of the general partner: Upon the retirement, death, insanity or bankruptcy of a General Partner the remaining General Partner or Partners shall have the right to and are obligated to continue the business of the partnership, and therefore, such events shall not operate to terminate the partnership. If there is no remaining General Partner, then subject to the terms and conditions contained in the Amended and Restated Partnership Agreement, the Investor Service Agent may designate a person to become a successor General Partner of the partnership.

"XIV. The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution: No Limited Partner has the right to demand to receive property other than cash in return for his capital contribution."

XV. Each Limited Partner has irrevocably appointed and empowered each General Partner, and the President, Executive Vice-President, Senior Vice-President, Treasurer, Secretary and Assistant Secretary of any corporate General Partner, his true and lawful attorney-in-fact and agent to effectuate, with full power and authority to act in his name, place and stead in effectuating and requisite to carrying out the intention and purposes of the partnership and the Amended and Restated Partnership Agreement, including, but not limited to, the execution, acknowledgement, swearing to, delivering, filing and recording of all Certificates of Limited Partnership and amendments thereto.

The appointment by each Limited Partner of each General Partner and the aforesaid officers of any 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 Unit 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 have hereunto set their
hands and seals this 30th day of August, 1984.

Elizabeth V. Bogosian
Elizabeth V. Bogosian
General Partner

James H. Wolochojian
James H. Wolochojian
General Partner and
Withdrawing Limited Partner

James H. Wolochojian
James H. Wolochojian, Attorney-in-
Fact for the Limited
Partners listed in Article
IV of this Amended and
Restated Certificate

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 30th day of August, 1984, before
me personally appeared Elizabeth V. Bogosian 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.

Constance A. Howes
Notary Public

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence on this 30th day of August,
1984, before me personally appeared James H. Wolochojian 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,

individually and in said capacity as Attorney-in-fact for the Limited Partners, and declared that the statements made therein were true.

Constance A. Howes
Notary Public

My Commission Expires June 30, 1986

NORTHERN PLAZA ASSOCIATES

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

Schedule A

<u>Investor Limited Partners</u>	Estimated	
	<u>Capital Contributed</u>	<u>To Be Contributed</u>
John R. Adams 241 Marrett Road Lexington, MA (1 Unit)	\$2,450	\$49,464
William W. Bennett River Heights Drive Wakefield, RI 02879 (1 Unit)	\$2,450	\$49,464
Americo C. Buonanno, Jr. 240 Hartford Avenue Johnston, RI (1 Unit)	\$2,450	\$49,464
Leo Cesareo 25 Woodruff Road Walpole, MA 02081 (1/2 Unit)	\$1,225	\$24,732
William M. Conlin 19 Bayberry Road Wakefield, RI 02879 (1/2 Unit)	\$1,225	\$24,732
Herbert Constantine 102 Meeting Street Providence, RI 02906 (1 Unit)	\$2,450	\$49,464
Joseph DiBenedetto, Jr. 3 Country Side Drive Lincoln, RI (1/2 Unit)	\$1,225	\$24,732
Hugo DiClemente 160 Dalehill Drive East Greenwich, RI 02818 (1 Unit)	\$2,450	\$49,464

*Subject to adjustment as set forth in the Amended and Restated Partnership Agreement.

Capital Contribution

<u>Investor Limited Partners</u>	<u>Capital Contributed</u>	<u>To Be Contributed</u>
Malcolm Farmer III Susan L. Farmer 147 Lloyd Avenue Providence, RI 02906 (1/2 Unit)	\$1,125	\$24,732
Edward R. Feller 560 Cole Avenue Providence, RI 02906 (1 Unit)	\$2,450	\$49,464
Lois G. Gregson 150 Liverpool Street Warwick, RI 02886 (1 Unit)	\$2,450	\$49,464
Harry C. Hall 69 Highland Avenue Warwick, RI 02886 (1 Unit)	\$2,450	\$49,464
Joseph E. Hassey 1 Winter Hill Road Mattapoisett, MA 02739 (1/2 Unit)	\$1,125	\$24,732
F. Barbara Joslin 102 Prospect Street Providence, RI 02906 (1/2 Unit)	\$1,225	\$24,732
William H. Joslin, Jr. 102 Prospect Street Providence, RI 02906 (1/2 Unit)	\$1,225	\$24,732
Michael W. Lemelin 24 Arrowhead Lane South Dartmouth, MA 02748 (1/2 Unit)	\$1,225	\$24,732
Donald G. Kaufman 103 W. Blue Ridge Road Cranston, RI 02920 (1/2 Unit)	\$1,225	\$24,732
David E. Leven 6 Faunce Drive Providence, RI 02906 (1 Unit)	\$2,450	\$49,464

Capital Contribution

Investor Limited Partners

Capital Contributed

To Be Contributed

Leo R. Mongeau
75 York Avenue
Pawtucket, RI
(1/2 Unit)

\$1,225

\$24,732

Arthur A. Newton
25 Horizon Drive
Saunderstown, RI 02874
(1/2 Unit)

\$1,225

\$24,732

Belarmino A. Nunes
830 Smithfield Avenue
Lincoln, RI 02865
(1 Unit)

\$2,450

\$49,464

Emanuel A. Pita
5 Wild Rose Drive
Tiverton, RI 02878
(1 Unit)

\$2,450

\$49,464

Richard P. Stroum
24 Swift Road
Framingham, MA 01701
(1/2 Unit)

\$1,225

\$24,732

Nathaniel H. Sugerman
93 Bluff Avenue
Cranston, RI
(1 Unit)

\$2,450

\$49,464

Helmut Thielsch
140 Shaw Avenue
Cranston, RI 02905
(1 Unit)

\$2,450

\$49,464

Edward B. Walsh
200 Howland Road
East Greenwich, RI 02818
(1 Unit)

\$2,450

\$49,464

AUG 30 1984 *Lep*

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