

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CERTIFICATE

(Limited Partnership)

KNOW ALL MEN BY THESE PRESENTS that we, ROBERT KEMPENAAR and KEMPENAAR REAL ESTATE, INC., 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 solemnly swear that:

FIRST. The name of the partnership shall be KEMPENAAR LIMITED PARTNERSHIP.

SECOND. The character of the business conducted by the partnership shall be for the purpose of owning, holding for investment, developing in phases, operating, mortgaging, selling, leasing and otherwise dealing with real estate and shall also engage in any and all other activities as may be necessary, incidental or convenient to carry out the business of the partnership.

THIRD. The principal place of business of the partnership shall be located at Two Mile Corner, Middletown, Rhode Island, and the agent for service of process is Robert Kempenaar, c/o Kempenaar Real Estate, Two Mile Corner, Middletown, Rhode Island 02840.

FOURTH.

General Partner

Robert Kempenaar

Business Address

c/o Kempenaar Real Estate, Inc.
Two Mile Corner
Middletown, RI 02840

Limited Partners

Kempenaar Real Estate, Inc.

Two Mile Corner
Middletown, RI 02840

Robert Kempenaar

c/o Kempenaar Real Estate, Inc.
Two Mile Corner
Middletown, RI 02840

are the names and business addresses of each partner.

FIFTH. The amount of cash and a description and statement of the agreed value of the other property or services contributed by each partner and which each partner has agreed to contribute in the future is as follows:

<u>General Partner</u>	<u>Cash</u>	<u>Property other than cash</u>
Robert Kempenaar	\$100.00	none
<u>Limited Partners</u>		
Kempenaar Real Estate, Inc.	\$100,000.00	none
Robert Kempenaar	\$ 75,000.00	none

SIXTH. The General Partner has the right to call for additional funds from the Partners if additional funds are required to pay the debts and obligations of the Partnership or for any reason consistent with the purpose of the Partnership.

SEVENTH. Unless the consent of the other Partners is obtained, no Limited Partner shall sell, assign, give, or otherwise transfer the Partner's Partnership interest.

EIGHTH. A Partner may terminate his membership in the Limited Partnership upon his death, bankruptcy or incompetency or upon the termination of the Partnership. The contribution of a Partner shall be returned, to the extent that funds are available for such purpose after payment of all debts of the Partnership, upon the dissolution and liquidation of the Partnership.

NINTH. The Partners shall, by reason of their contributions, receive a share of the annual net income of the Partnership, after the deduction of such amounts as shall be determined by the General Partner to be required for reserves and for future operating needs of the Partnership.

TENTH. The contribution of a Partner shall be returned, to the extent that funds are available for such purpose after payment of all debts of the Partnership, upon the dissolution and liquidation of the Partnership.

ELEVENTH. Upon the death, bankruptcy or incompetency of the General Partner unless the other Partners shall designate in

writing a new General Partner who has agreed in writing to become the General Partner, the Partnership shall be dissolved and liquidated. Upon the death, bankruptcy or incompetency of a Limited Partner, the Partnership shall be dissolved unless all of the other Partners shall elect to continue the Partnership. The Partnership shall also be terminated and dissolved upon the sale of all or substantially all of the assets of the Partnership and/or upon the written consent of the Partners.

TWELFTH. Upon the happening of any event of withdrawal of a General Partner, the remaining Partners, any time prior to the completion of the winding up of the Partnership, may continue the Partnership by designating a new General Partner in writing which General Partner shall have agreed in writing to become the General Partner.

IN TESTIMONY WHEREOF, we have hereunto set out hands and seals this 17 day of November, 1986.

Robert Kempenaar
Robert Kempenaar, General Partner
KEMPENAAR REAL ESTATE, INC.

By Robert Kempenaar
Its President, Limited Partner

Robert Kempenaar
Robert Kempenaar, Limited Partner

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Middletown in said County, this 17th day of November, 1986, then personally appeared before me ROBERT KEMPENAAR, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

William W. O'Connor
Notary Public

STATE OF RHODE ISLAND
COUNTY OF NEWPORT

In Middletown in said County, on this 17th day of November, 1986, then personally appeared before me Robert Kempenaar of KEMPENAAR REAL ESTATE, INC., to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of KEMPENAAR REAL ESTATE, INC.

William W. Casner
Notary Public

NOV 18 1986
John

11/20/86 PAID
CPD 50.00
CHK 50.00
0196A032

CERTIFICATE
(Limited Partnership)

KEMPENAR LIMITED PARTNERSHIP

Dated: _____ 1986

LAW OFFICES

CORCORAN, PECKHAM & HAYES, P.C.
CORNER LONG WHARF AND
AMERICA'S CUP AVENUE
NEWPORT, RHODE ISLAND

ATTORNEY William W. Corcoran