

State of Rhode Island and Providence Plantations

**CERTIFICATE**

(LIMITED PARTNERSHIP)

Know all Men by these Presents, That we, BERNARD R. DUTRA and EDWARD  
HOLLAND

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 BOMES THEATRE MALL PARTNERSHIP

SECOND. The character of the business conducted by the partnership shall be  
acquiring and managing The Bomes Theatre Mall

THIRD. The principal place of business of the partnership shall be located at  
Bomes Theatre Mall, Jamestown, Rhode Island 02835  
(No Street, City or Town, State.)

FOURTH.	General Partners	Residence (No Street, City or Town, State.)
BERNARD R. DUTRA		Decatur Avenue, Jamestown, RI 02835
EDWARD HOLLAND		7 <sup>Ed</sup> Holland Avenue, Jamestown, RI 02835

	Limited Partners	Residence (No Street, City or Town, State.)
JOHN RAO, JR.		75 Union Street, Providence, RI 02903

are the names and places of residence of all members of the partnership, both general and  
limited, as respectively designated.

FIFTH. The term of existence of the partnership shall be from January 1, 1983

SIXTH. The following items listed immediately below shall be the contribution of each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value
JOHN RAO, JR.	\$15,000.00		

SEVENTH. The items listed immediately below shall be the additional contributions, agreed to be made by each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value
none			

and the times at which or the events on the happening of which said contributions shall be made shall be

EIGHTH. The contribution of each limited partner shall be returned in accordance with Paragraph 14 of the Limited Partnership Agreement.

NINTH. Each limited partner shall, by reason of his contribution, receive entitlement to all annual net operating losses and rehabilitation credits.

TENTH. Each or any limited partner shall have the right to substitute an assignee as contributor in his place, subject to the following terms and conditions:

The terms and conditions of assignment are governed by Paragraph 13 of the Limited Partnership Agreement.


ELEVENTH. The partners shall have the right to admit additional limited partners.

TWELFTH. , a limited partner, shall have the right to priority over the other limited partners as to contributions or as to compensation by way of income, and the nature of such priority shall be none

THIRTEENTH. Upon the death, retirement or insanity of a general partner, the remaining general partner or partners shall have the right to continue the business, only in accordance with the Limited Partnership Agreement.

FOURTEENTH. Any limited partner shall not have the right to demand and receive property other than cash in return for his contribution.

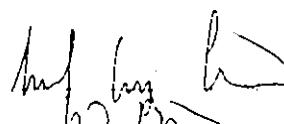
In Testimony Whereof, We have hereunto set our hands and stated our residences this 1 day of JANUARY A.D. 1983.

Name	Residence (No. Street, City or Town, State.)
	DECATUR AV. JAMESTOWN RI 7 HOWLAND AVE. JAMESTOWN, R.I.

State of Rhode Island, } In the City  
County of NEWPORT } Town JAMESTOWN of

in said county, this 1 day of JANUARY, A. D. 1983,  
then personally appeared before me BERNARD R. DUTRA and EDWARD HOLLAND

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

  
Notary Public.  
MARK EUGENE LIBERATI

**LIMITED PARTNERSHIP**

**CERTIFICATE  
OF**

**BOMES THEATRE MALL PARTNERSHIP**

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FILED IN THE OFFICE OF THE  
SECRETARY OF STATE