

Filing Fee: ~~\$50.00~~ 100.00

73372

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 GP Maryland Limited Partnership I, L.P.

SECOND. The character of the business conducted by the partnership shall be to develop, operate, manage, improve, repair, rent, lease, own, acquire, sell, assign, mortgage, and otherwise deal in the following real property and its appurtenances and fixtures and to build or contract for the building of a 120,000 square foot operation building and a 5000 square foot child care center with a 50,000 square foot planned expansion. The property is approximately 19.2 acres located in the Gateway Business Park off Western Maryland Parkway, located at the southeast intersection of Interstate 81 and U.S. Route 40 west of Hagerstown, Maryland.

THIRD. The address of the specified office of the partnership is 7 Jackson Walkway,
Providence, Rhode Island 02940

(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is Norman E. Roy

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)

Gilbane Properties, Inc.

7 Jackson Walkway, Providence, RI 02940

Limited Partners

Residence
(NO STREET, CITY OR TOWN, STATE)

Robert V. Gilbane

25 Pegwin Drive, East Greenwich, RI 02818

Michael E. Culbert

38 Suffolk Way, Lincoln, RI 02865

Edward T. Broderick

75 Ardmore Avenue, Providence, RI 02908

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
Gilbane Properties, Inc.	\$79.00	N/A	
Robert V. Gilbane	\$10.00	N/A	
Michael E. Culbert	\$7.00	N/A	
Edward T. Broderick	\$4.00	N/A	

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
		N/A	

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be.....N/A.....

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. The interest of any Partner shall not be assignable except with the consent of the General Partner.

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 N/A

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership. No partner shall have the right to demand and receive property other than cash in return for his contribution.

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. The contributions of the Partners shall be returned upon the dissolution of the Partnership or when capital contributions are no longer deemed by the Partners to be required for the conduct of the business of the Partnership.

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. The Partnership shall continue until December 31, 2050, unless sooner dissolved by the happening of any of the following events: the sale or disposition of all or substantially all of the Partnership property; the termination of the existence or dissolution (voluntary or involuntary); bankruptcy or legal incapacity of the General Partner, unless there is an election by a Limited Partner to continue the business; or the dissolution of the Partnership by operation of law

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. In the event of the death, resignation, dissolution (voluntary or involuntary), bankruptcy, or legal incapacity of the General Partner, the remaining Partners may elect to continue the business.

THIRTEENTH. Other matters as the partners have determined to include herein

(Use Schedule A if space below is not sufficient.)

The General Partner shall not have the right to withdraw voluntarily from the Partnership or sell, assign, or encumber his Partnership interest without the prior consent of all the Partners.

JHG
102329

JUL 20 1993

Rec'd & Filed

JUL 20 1993

In Testimony Whereof, We have hereunto set our hands and stated our residences this

22nd day of July A.D. 19 93

Name

Residence
(NO. STREET, CITY OR TOWN, STATE)

Gilbane Properties, Inc.

7 Jackson Walkway, Providence, RI 02940

By:

Robert V. Gilbane
Robert V. Gilbane, President

Robert V. Gilbane

25 Pegwin Drive, East Greenwich, RI 01818

Michael Culbert

38 Suffolk Way, Lincoln, RI 02865

Edward Broderick

75 Ardmore Avenue, Providence, RI 02908

AGREEMENT OF LIMITED PARTNERSHIP

AGREEMENT OF LIMITED PARTNERSHIP made as of the 22nd day of July, 1993, by and among Gilbane Properties, Inc., a Rhode Island corporation, as General Partner, and Robert Gilbane, Michael Culbert, and Edward Broderick as Limited Partners.

WITNESSETH THAT:

WHEREAS, Gilbane Properties, Inc. and The Limited Partners desire to establish a limited partnership for the purpose and upon the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. Formation. The parties hereto do hereby form a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act of the State of Rhode Island.
2. Name. The business of the Partnership shall be conducted under the name of GP Maryland Limited Partnership I, L.P.
3. Term. The Partnership shall commence on the date of the filing for record of the Certificate of Limited Partnership in the office of the Secretary of State of Rhode Island and shall continue until 2050, unless the Partnership is sooner dissolved by the happening of any of the following events: the sale or disposition of all or substantially all of the Partnership property; the termination of the existence or dissolution (voluntary or involuntary), bankruptcy or legal incapacity of the General Partner, unless there is an election by a Limited Partner to continue the business; or the dissolution of the Partnership by operation of law.

4. Purpose. The business of the Partnership shall be to develop, operate, manage, improve, repair, rent, lease, own, acquire, sell, assign, mortgage, and otherwise deal in the following real property and its appurtenances and fixtures and to build or contract for the building a 120,000 square feet operation Building (Phase I) and a 5,000 square feet child care center (Phase I) with a planned Phase 2 expanding the facility by an additional 50,000 square feet for such use: CES Hagerstown Maryland Operations

5. Principal Office. The principal place of business of the Partnership shall be 7 Jackson Walkway, Providence, Rhode Island, but other or additional places of business may be selected from time to time by the General Partner. The name and address of the registered agent of the Partnership upon which service of process may be obtained is John W. DiNicola, Esq., Vice President-General Counsel, Gilbane Building Company, Seven Jackson Walkway, Providence Rhode Island 02940.

6. Percentage Interests and Capital Contributions of the General and Limited Partners.

6.1 The percentage interest of the Partners shall be as follows:

<u>GENERAL PARTNER</u>	<u>PERCENTAGE INTEREST</u>
Gilbane Properties, Inc.	79%
<u>LIMITED PARTNERS</u>	<u>PERCENTAGE INTEREST</u>
Robert V. Gilbane	10%
Michael Culbert	7%
Edward Broderick	4%

6.2 Each partner shall contribute to the Partnership One Dollar (\$1.00) for each percent of interest in the Partnership as his initial capital contribution.

7. Additional Capital Contributions or Loans by the Partners.

7.1 Except as set forth in Section 6.2 hereof, no Partner has agreed to nor shall it be required to make any additional contributions to the capital of the Partnership.

7.2 If any Partner shall make loans or lend money to the Partnership or advance monies on its behalf, the amount of any such loan or advance shall not be an increase in the capital contribution of such Partner or entitle it to any increase in its share of the profits or distributions of the Partnership nor subject it to any greater proportion of the losses which it may sustain, but shall be repayable on such terms and conditions as shall be agreed upon by the advancing Partner and the General Partner.

8. Authority of the Partnership.

8.1 The Partnership is authorized to engage in any activity, perform and carry out contracts of any kind, and do any and all things necessary and proper for the protection and benefit of the Partnership.

9. Rights, Powers, and Duties of the General Partner.

9.1 The business of the Partnership shall be managed solely by the General Partner.

9.2 The General Partner acting for, in the name and on behalf of the Partnership is hereby authorized, as follows:

- (i) To acquire by purchase, lease, or otherwise, any real or personal property which may be necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;
- (ii) To construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Partnership;

- (iii) To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, pledge, or other lien on any assets of the Partnership;
- (iv) To prepay in whole or in part, refinance, recast, increase, modify, or extend any mortgages affecting the development and in connection therewith to execute any extensions, renewals, or modifications of any mortgages on any assets of the Partnership;
- (v) To execute and deliver one or more notes and mortgages and all other documents required in connection with the acquisition, construction, development, improvement, maintenance, and operation of any assets of the Partnership;
- (vi) To enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a Partnership under the laws of the State of Rhode Island. All instruments or agreements to be executed on behalf of the Partnership shall be signed by the General Partner. The General Partner shall devote to the Partnership such time as may be necessary for the proper performance of its duties.

10. Accounting, Distribution, and Allocation.

10.1 The income, profits, and (subject to the provisions of Section 6.2 hereof) other distributions of the Partnership shall be received by the Partners in accordance with their percentage interests as set forth in Section 6.1 hereof.

10.2 For accounting and Federal and State Income Tax purposes, all income, deductions, credits, gains, and losses of the Partnership shall be allocated to the Partners in accordance with their percentage interests as set forth in Section 6.1 hereof.

11. Return of Contributions. The contribution of the Partners shall be returned upon the dissolution of the Partnership or when capital contributions are no longer deemed by the Partners to be required for the conduct of the business of the Partnership. No partner shall have

the right to demand and receive property other than cash in return for his contribution.

12. Assignability of Partnership Interest. The interest of any Partner shall not be assignable except with the consent of all the Partners.

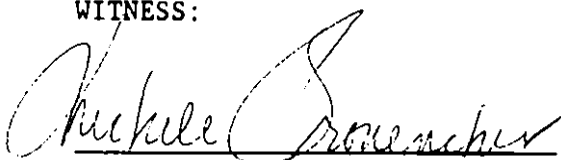
13. Withdrawal of the General Partner. Each General Partner shall not have the right to withdraw voluntarily from the Partnership or sell, assign, or encumber his Partnership interest without the prior consent of all the Partners.

14. Dissolution or Bankruptcy of the General Partner. In the event of the death, resignation, dissolution (voluntary or involuntary), bankruptcy or legal incapacity of any General Partner, the remaining Partners may elect to continue the business.

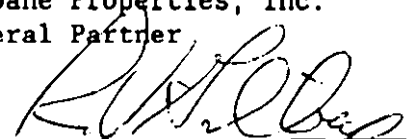
15. Investment Representations. Each Partner represents and warrants that it or he is acquiring its or his interest in the Partnership for its or his own account for investment and not with a view to the distribution thereof and such interest will not be transferred in the absence of an opinion of counsel satisfactory to the General Partners of the Partnership that registration is not required under any federal or state securities or blue-sky law, as then in effect, or that all such registration requirements have been fully complied with.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

WITNESS:


Michelle S. [unclear]

Gilbane Properties, Inc.
General Partner

By: 
Robert V. Gilbane - President

WITNESS:

Nichelle Sorencher

Limited Partner

By: Ed Broderick
Edward Broderick

WITNESS:

Nichelle Sorencher

Limited Partner

By: Michael Culbert
Michael Culbert

WITNESS:

Nichelle Sorencher

Limited Partner

By: Robert V. Gilbane
Robert V. Gilbane