

688 176

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned hereby under oath make this Certificate of Limited Partnership pursuant to the Laws of the State of Rhode Island.

I. The name of the Partnership shall be Delta Partnership.

II. The character of the business is acquisition, construction, developing, rental, managing and investment in real estate.

III. The location of the principal office is 235 Promenade Street, Providence, Rhode Island.

IV. (a) The names and residences of the General Partners are:

Antonio Guerra
26 Countryside Drive
North Providence, RI

Joseph P. Torregrossa
22 Countryside Drive
North Providence, RI

(b) The names and residences of the Original Limited Partners are:

Antonio Guerra
26 Countryside Drive
North Providence, RI

Joseph P. Torregrossa
22 Countryside Drive
North Providence, RI

V. The term of the Partnership is under December 31, 2008, unless sooner terminated by

(a) the sale of all or substantially all of the Partnership.

(b) the mutual written consent of all the Partners; or

(c) the retirement, death, bankruptcy, insanity or incompetency of all the General Partners.

VI. The contribution by each Limited Partner, which is in the nature of cash is as follows:

Antonio Guerra \$ 2,500

Joseph P. Torregrossa 2,500

VII. The Limited Partners have made no agreement to make additional capital contributions.

VIII. The contribution of each Partner, (Limited and General) returned to him upon termination or dissolution of the Partnership pro rata in proportion to the amount of their respective capital contributions.

IX. The share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution is his pro rata share of the net profits of the Partnership.

X. A limited Partner's interest may be assigned by will, deed, gift or otherwise, in whole or in part, but no assignee of a Limited Partner's interest shall have the right to become a Substituted Limited Partner in place of his assignor unless

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

(b) all remaining Partners (other than the assignor) consent in writing to the admission of the assignee as a Substituted Limited Partner.

(c) The assignee shall execute such instruments as the General Partners deem necessary or desirable to effect his admission as a Substituted Limited Partner and to evidence his acceptance of the terms of this Agreement; and

(d) the assignee shall pay all reasonable expenses in connection with his admission as a Substituted Limited Partner.

XI. The General Partners shall have no power to admit additional Limited Partners without the consent of all the Partners.

XII. There is no provision for the priority of one Limited Partner over any other Limited Partner.

XIII. The retirement, death, bankruptcy, insanity or incompetency of all General Partners will terminate the Partnership.

XIV. No Partner has the right to demand or receive property other than cash in return for his contribution. Upon termination of the Partnership, the assets shall be liquidated and the proceeds applied in the following order of priority:


(a) to the payments of all debts and liabilities of the Partnership (other than to the Partners) and the expenses of liquidation;

(b) to the setting up of any reserves which the General Partners deem necessary for any contingent or unforeseen liabilities of the Partnership;

(c) to the repayment of any unpaid loans that may have been made by any Partner to the Partnership, and

(d) to the Partners (Limited and General) pro rata in proportion to the amount of their respective capital contributions.

DATED:


General Partner


General Partner


Limited Partner


Limited Partner

STATE OF RHODE ISLAND

PROVIDENCE, SC.

Personally appeared before me, Antonio Guerra and Joseph P. Torregrossa, all known to me personally, and each of them made oath that he had read the foregoing Certificate of Limited Partnership, knows the contents thereof and that the facts stated therein are true to the best of his knowledge and belief, this 19th day of October , 1971.



Notary Public

GRANT & LANGE OF
LIMITED PARTNERSHIP

CONNORS & KILGUS
2000 INDUSTRIAL BANK BUILDING
PROVIDENCE, RHODE ISLAND 02903
ATTORNEY: LEO J. CONNORS

SEE REEL 100 USE: A-2011, 12-10-1975, 10-10-1975, 11-10-1975

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