

RECEIVED & FILED NOV 16 1978

STATE OF RHODE ISLAND

C E R T I F I C A T E
(LIMITED PARTNERHIP)

49077

KNOW ALL MEN BY THESE PRESENTS, That we, Schochet Associates, a Massachusetts limited partnership with a principal address at 720 Statler Office Building, Boston, Massachusetts, 02116, Jay R. Schochet of 14 Byron Street, Boston, Massachusetts, 02114, and Edward W. Brice, Jr., of 780 Boylston Street, Boston, Massachusetts, 02199, desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 213 of the General Laws of Rhode Island as amended, do solemnly swear that:

FIRST. The name of the partnership shall be BRICK MARKET PLACE ASSOCIATES.

SECOND. The character of the business conducted by the partnership shall be owning, leasing, selling and otherwise transacting in real property and any necessary or appropriate activity relating thereto.

THIRD. The principal place of business of the partnership shall be located at 720 Statler Office Building, Boston, Massachusetts. The Partnership also has a place of business c/o Schochet Associates, 128 Swinburne Avenue, Newport, Rhode Island, 02840.

FOURTH. General Partners

Residence
(No. Street, City or Town, State)

Schochet Associates

128 Swinburne Road,
Newport, Rhode Island 02840

Jay R. Schochet

14 Byron Street,
Boston, Massachusetts 02114

Limited Partners

Residence
(No. Street, City or Town, State)

Edward W. Brice, Jr.

780 Boylston Street,
Boston, Massachusetts 02199

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

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FIFTH. The term of existence of the partnership shall be from October 24, 1978 until dissolved pursuant to the Limited Partnership Agreement under which it is formed.

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

<u>Name of Limited Partner</u>	<u>Cash</u>	<u>Property other than cash</u>	<u>Value</u>
Edward W. Brice, Jr.	\$100.00		

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

<u>Name of Limited Partner</u>	<u>Cash</u>	<u>Property other than Cash</u>	<u>Value</u>
The limited partner shall make additional contributions in an amount to be determined based on the costs incurred in the planned development of the limited partnership property, and in accordance with the Limited Partnership Agreement under which it is formed.			

EIGHTH. The contribution of each limited partner shall be returned pursuant to the sale or refinancing of partnership property as provided in the Limited Partnership Agreement and otherwise only upon dissolution and termination of the limited partnership.

NINTH. Each limited partner shall, by reason of his contribution, receive the profits of the Partnership in accordance with the terms of the Limited Partnership Agreement under which it is formed.

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: No assignment of a partnership interest is permitted except as shall be consented to by the General Partner.

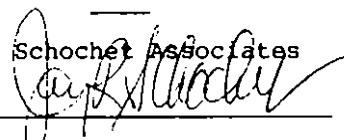
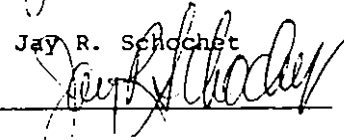
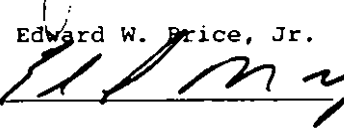
ELEVENTH. The partners shall have the right to admit additional limited partners.

TWELFTH. The investor, 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 in accordance with the Limited Partnership Agreement under which it is formed.

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.

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

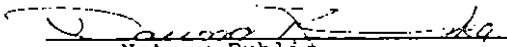
IN TESTIMONY WHEREOF, We have hereunto set our hands and stated our residences this 24th day of October, A.D. 1978.

NAME	RESIDENCE (No. Street, City or Town, State)
By: <u>Schochet Associates</u> 	128 Swinburne Road, Newport, Rhode Island 02840
<u>Jay R. Schochet</u> 	14 Byron Street, Boston, Massachusetts 02114
<u>Edward W. Price, Jr.</u> 	780 Boylston Street, Boston, Massachusetts 02199

Commonwealth of Massachusetts)
County of Suffolk) In the City) of Boston

in said county, this 24th day of October, A.D. 1978, then personally appeared before me Jay R. Schochet, General Partner, of Schochet Associates known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him subscribed to be his free act and deed, and the free act and deed of Schochet Associates, and being duly sworn, that the statements therein are true to the best of his knowledge and belief,

Before me,


Notary Public

My Commission Expires: 6/25/82

Commonwealth of Massachusetts)
County of Suffolk) In the City) of Boston

in said county, this 24th day of October, A.D., 1978, then personally appeared before me Jay R. Schochet known to me and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him subscribed to be his free act and deed, and being duly sworn, that the statements therein are true to the best of his knowledge and belief,

Before me,



Notary Public

My Commission Expires: 6/25/82

Commonwealth of Massachusetts)
County of Suffolk) In the City) of Boston

in said county, this 24th day of October, A.D., 1978, then personally appeared before me, Edward W. Brice, Jr., known to me and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him subscribed to be his free act and deed, and being duly sworn, that the statements therein are true to the best of his knowledge and belief,

Before me,


Notary Public

My Commission Expires: 6/25/82