

State of Rhode Island and Providence Plantations

CERTIFICATE

(LIMITED PARTNERSHIP)

49781

Know all Men by these Presents, That we, Anthony Carbone, William J. Piccerelli, Alan M. Gilstein, Richard J. Sullivan, John M. Mathias, Julius C. Migliori, Anthony Guglielmi, B. Gordon Lisker, Frank Capizzo, Catello Scarano, Vincent J. Passananti, Matthew J. Smith, Americo DellaSelva, Jr. and Elizabeth DellaSelva

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 MAIN STREET REALTY ASSOCIATES

SECOND. The character of the business conducted by the partnership shall be Purchase, sale and development of real estate and all activities incidental thereto.

THIRD. The principal place of business of the partnership shall be located at 144 Westminster Street, Providence, Rhode Island 02903
(No. Street, City or Town, State.)

FOURTH. General Partners Residence
(No. Street, City or Town, State.)

Anthony Carbone, P.O. Box 49, Warren, RI 02885
William J. Piccerelli, 22 Hanson Road, Barrington, RI 02806
Alan M. Gilstein, 11 Silent Drive, Warwick, RI 02886
Richard J. Sullivan, 32 Weetamoe Drive, Warwick, RI 02888
John M. Mathias, 93 Lauriston Street, Providence, RI 02906

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

(see attached, page 7 - (b))

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 filing to September 1, 2050

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
Americo & Elizabetta Della Selva			\$25,000
Anthony Guglielmi			25,000
Julius C. Migliori			12,500
B. Gordon Lisker			12,500
Frank Capizzo			12,500
Vincent J. Passananti			12,500
Catello Scarano			12,500
Matthew Smith			12,500

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
See Exhibit B attached hereto			

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

See Exhibit B attached hereto

EIGHTH. The contribution of each limited partner shall be returned .
See Exhibit C attached hereto

NINTH. Each limited partner shall, by reason of his contribution, receive
See Exhibit C attached hereto

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:
See Exhibit D attached hereto

ELEVENTH. The partners shall . . . have the right to admit additional limited partners. (See Exhibit D attached hereto)

TWELFTH. ~~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~~ ~~No Limited Partners shall have priority over other Limited Partners as to contributions or as to compensation by way of income.~~

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. (See Exhibit E attached hereto)

FOURTEENTH. ~~Any~~ limited partner shall . . . 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 . . . 23rd . . . day of . . . December . . . A.D. 19 85 . . .

Name

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

(see attached signature pages and notary clause)

State of Rhode Island,
County of

In the City
Town

of

in said county, this . . . day of . . . , A. D. 19 . . . ,
then personally appeared before me

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.

LIMITED PARTNERSHIP

**CERTIFICATE
OF**

MAIN STREET REALTY ASSOCIATES

**FILED IN THE OFFICE OF THE
SECRETARY OF STATE**

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MAIN STREET REALTY ASSOCIATES

CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, hereby sign under oath and file pursuant to the Rhode Island Uniform Limited Partnership Act (Chapter 13 of Title 7 of the General Laws of Rhode Island), this Certificate of Limited Partnership which incorporates the provisions of the Agreement of Limited Partnership dated as of December 23, 1985 (the "Agreement") in their entirety, including, without limitation, the following:

- I. The name of the Partnership is Main Street Realty Associates.
- II. The character and purpose of the business conducted by the Partnership is to purchase, hold for investment, mortgage, operate, improve, lease (whether as lessor or lessee), refinance, if advisable, and sell real estate and to engage in any and all activities incidental or related to the foregoing, and in all respects to act as an owner of real and personal property, upon and subject to the terms and conditions of the Agreement.
- III. The location of the principal place of business of the Partnership shall be c/o William J. Piccerelli, 144 Westminster Street, Providence, Rhode Island 02903, at such other place as the General Partners may from time to time designate by notice to the General Partners and the Limited Partners.
- IV. The name and place of residence of each member of the Partnership, General Partners and Limited Partners being respectively designated, is as set forth on Exhibit A attached hereto.
- V. The term for which the Partnership is to exist shall commence on the date of the filing hereof in the Office of the Secretary of State of the State of Rhode Island, and shall continue until September 1, 2050, unless sooner terminated as provided in the Agreement.

- VI. The amount of cash and a description and the agreed value of the other property contributed by each Limited Partner is as follows:

Americo Della Selva, Jr.	
and Elisabetta Della Selva	\$25,000
Anthony Guglielmi	25,000
Julius C. Migliori	12,500
B. Gordon Lisker	12,500
Frank Capizzo	12,500
Vincent J. Passananti	12,500
Catello Scarano	12,500
Matthew Smith	12,500

- VII. The additional contributions, if any, agreed to be made by each Limited Partner and the times at which or events on the happening of which they shall be made are as set forth in Exhibit B attached hereto.
- VIII. The time when the contribution of each Limited Partner is to be returned is as set forth in Exhibit C attached hereto.
- IX. The share of the profits or the other compensation by way of income which each Limited Partner shall receive by reason of his contribution is as described in Exhibit C attached hereto.
- X. The right of each Limited Partner to substitute an assignee as contributor in his place and the terms and conditions of the substitution are as set forth in Exhibit D attached hereto.
- XI. The right of the Partners to admit additional Limited Partners is as set forth in Exhibit D attached hereto.
- XII. No Limited Partners shall have priority over other Limited Partners as to contributions or as to compensation by way of income.
- XIII. The right of the remaining General Partner or General Partners to continue the business of the Partnership on the death, retirement or insanity of a General Partner is as described in Exhibit E attached hereto.
- XIV. No Limited Partner has the right to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties have executed this Agreement of
Limited Partnership as of the day and year first above written.

WITNESS

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

Michael L. Balas

GENERAL PARTNERS

Anthony Carbone
ANTHONY CARBONE

William J. Piccerelli
WILLIAM J. PICCERELLI

Alan M. Gilstein
ALAN M. GILSTEIN

Richard J. Sullivan
RICHARD J. SULLIVAN

John M. Mathias
JOHN M. MATHIAS

LIMITED PARTNERS

Julius A. Migliori
Julius A. Migliori

Anthony Guglielmi
Anthony Guglielmi

B. Gordon Lisker
B. Gordon Lisker

Frank Capizzo
Frank Capizzo

Catello Scarano
Catello Scarano

Vincent J. Passananti
Vincent J. Passananti

Matthew J. H.

Americo Della Selva, Jr.
Americo Della Selva, Jr.

Eligabetta Della Selva
Eligabetta Della Selva

STATE OF RHODE ISLAND
COUNTY OF

In WARREN, RI, this 23RD day of DECEMBER
1985, personally appeared before me Anthony Carbone, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.

Michael L. Balas
Notary Public


STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE,

In PROVIDENCE, R.I., this 23RD day of DECEMBER,
1985, personally appeared before me William J. Piccerelli, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

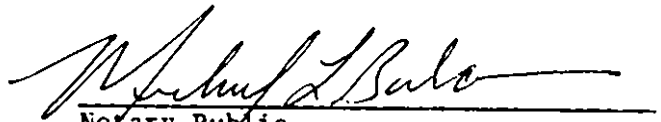
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE, R.I., this 23RD day of DECEMBER,
1985, personally appeared before me Alan M. Gilstein, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public


STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE, R.I., this 23RD day of DECEMBER,
1985, personally appeared before me Richard J. Sullivan, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

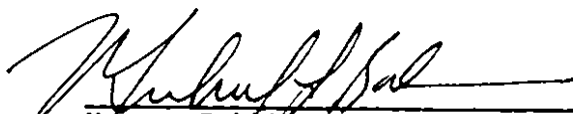
STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In PROVIDENCE, R.I., this 23RD day of DECEMBER,
1985, personally appeared before me John M. Mathias, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

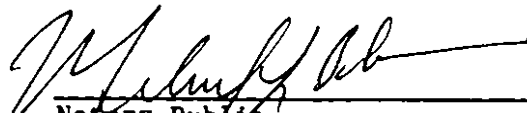
STATE OF RHODE ISLAND
COUNTY OF PROV

In PROVIDENCE, RI, this 20TH day of DEC.
1985, personally appeared before me JULIUS C. MIGLIORE, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

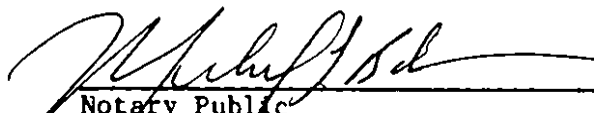
STATE OF RHODE ISLAND
COUNTY OF PROV.

In PROVIDENCE, this 20TH day of DEC.
1985, personally appeared before me ANTHONY GUGLIELMI, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

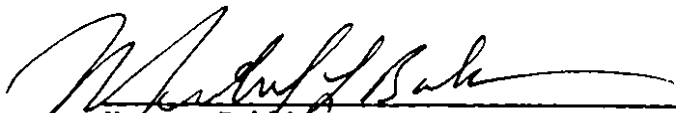
STATE OF RHODE ISLAND
COUNTY OF PROV

In PROVIDENCE, this 17TH day of DEC.
1985, personally appeared before me B. GORDON LISKER, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

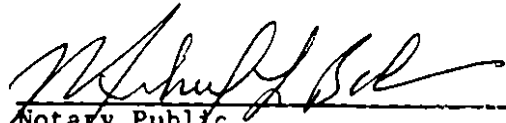
STATE OF RHODE ISLAND
COUNTY OF

In BARRINGTON, RI, this 19TH day of DEC.
1985, personally appeared before me FRANK Capizzo, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

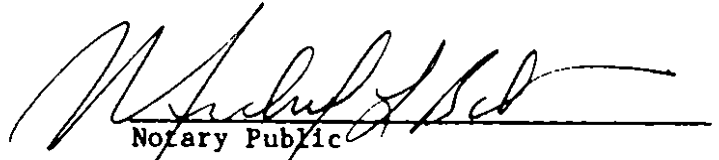
STATE OF RHODE ISLAND
COUNTY OF

In WOONSOCKET, RI, this 20TH day of DEC,
1985, personally appeared before me CATELLO SCARANO, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

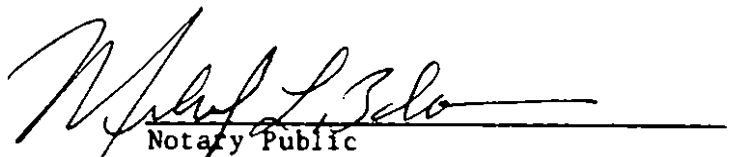
STATE OF RHODE ISLAND
COUNTY OF

In PROVIDENCE, RI, this 20TH day of
1985, personally appeared before me VINCENT J. PASSANUNTI, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

STATE OF RHODE ISLAND
COUNTY OF

In PROVIDENCE, R.I., this 20TH day of DEC,
1985, personally appeared before me AMERICO DELLA SELVA, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.


Notary Public

STATE OF RHODE ISLAND
COUNTY OF

In PROVIDENCE, RI, this 20TH day of DEC,
1985, personally appeared before me MATTHEW SMITH, to me known and known
by me to be the person whose signature appears on the above instrument and
he acknowledged that the same was executed by him as his free act and deed.



Notary Public

EXHIBIT A

29. NOTICES

All notices, requests, consents and statements hereunder shall be deemed to have been properly given if mailed from within the United States by prepaid registered or certified mail, return receipt requested, or if sent by prepaid telegram, addressed in each case as follows:

(a) If to the Partnership: c/o William J. Piccerelli
 144 Westminster Street
 Providence, Rhode Island 02903

(b) If to the Partners:

General Partners:

Anthony Carbone, P.O. Box 49, Warren, R.I. 02885
William J. Piccerelli, 22 Hanson Road, Barrington, R.I. 02806
Alan M. Gilstein, 11 Silent Drive, Warwick, R.I. 02886
Richard J. Sullivan, 32 Weetamoe Drive, Warwick, R.I. 02888
John M. Mathias, 93 Lauriston Street, Providence, R.I. 02906

Limited Partners:

Americo Della Selva, Jr. and
 Elisabetta Della Selva, 106 Almy Street,
 Providence, R.I. 02909
Anthony Guglielmi, Sherman Avenue, Lincoln, R.I. 02865
Julius C. Miliori, 18 Applewood Road, Cranston, RI 02920
B. Gordon Lisker, c/o Jonette Jewelry Co., 373 Taunton Avenue
 East Providence, Rhode Island
Frank Capizzo, 365 County Road, Barrington, RI 02806
Vincent J. Passananti, 144 Westminster Street, Providence, RI 02903
Catello Scarano, 783 Smithfield Road, North Smithfield, RI
Matthew Smith, 86 Pontiac Avenue Providence, RI 02907

Changes in an address of any such partner must be designated in writing to the Partnership.

EXHIBIT B

7.4 In the event the Partnership does not have sufficient cash to make debt service payments on the Mortgage Loan or to pay normal operating expenses of the Property, the Partners shall make in each such event sufficient additional capital contributions to the partnership to enable the Partnership to make such payments. Such additional capital contributions shall be made by the Partners in accordance with the following percentages:

- (a) Ninety-Five (95%) percent from the Limited Partners allocated in accordance with their Ownership Percentages;
- (b) Five (5%) percent from the General Partners allocated in accordance with their Ownership Percentages.

9. ALLOCATIONS AND DISTRIBUTIONS

9.1 Cash Flow

(a) Cash Flow shall be distributed as follows:

- (i) First, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the Partnership, including loans or advances from Partners.
- (ii) Second, to the creation of any reserves which the General Partners may deem reasonably necessary for the payment of contingent liabilities of the Partnership or the General Partners arising out of or in connection with the business of the Partnership;
- (iii) Third, 95% of remaining cash flow to Limited Partners in accordance with their Ownership Percentages an amount equal to the cumulative amount of their paid-in capital contribution less (A) any amounts previously distributed to the Limited Partners pursuant to this Article 9.1 (a)(iii), (B) the amount of Cash From Financings previously distributed to them and (C) the amount of Cash From Sales previously distributed to them.
- (iv) Fourth, 5% to the General Partners in accordance with their ownership percentage an amount equal to the cumulative amount of their paid-in capital contribution, less (A) any amounts previously distributed to the General Partners pursuant to this Article 9.1(a) (iv), (B) the amount of Cash From Financings previously distributed to them, and (C) the amount of Cash From Sales previously distributed to them.

(b) To the extent there remains any Cash Flow to be distributed, the distribution shall be made as follows:

- (i) Fifty (50%) percent to the Limited Partners, allocated in accordance with their Ownership percentages;
- (ii) Fifty (50%) percent to the General Partners, allocated in accordance with their Ownership percentages;

EXHIBIT C

9.2 Cash From Sales and Cash From Financings

- (a) Cash from Sales will be distributed as follows:
- (i) First, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the Partnership, including loans or advances from Partners;
 - (ii) Second, to the creation of any reserves which the General Partners may deem reasonably necessary for the payment of contingent liabilities of the Partnership or the General Partners arising out of or in connection with the business of the Partnership;
 - (iii) Third, to the Limited Partners in accordance with their Ownership percentages, an amount equal to the cumulative amount of their paid-in capital contribution, less (A) any amounts previously distributed to the Limited Partners pursuant to this Article 9.2 (a)(iii), (B) the amount of Cash From Financings previously distributed to them, and (C) the amount of Cash Flow distributed to them pursuant to Article 9.1;
 - (iv) Fourth, to the General Partners in accordance with their Ownership Percentages, an amount equal to the cumulative amount of their paid-in capital contribution, less (A) any amounts previously distributed to the General Partners pursuant to this Article 9.2(a)(iv), (B) the amount of Cash From Financings previously distributed to them, and (C) the amount of Cash Flow distributed to them pursuant to Article 9.1.
- (b) To the extent there remains any Cash From Sales to be distributed, the distribution shall be made as follows:
- (i) Fifty (50%) percent to the Limited Partners, allocated in accordance with their Ownership percentages;
 - (ii) Fifty (50%) percent to the General Partners, allocated in accordance with their Ownership percentages.

EXHIBIT C

- (c) Cash From Financings will be distributed as follows:
- (i) First, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the Partnership, including loans or advances from Partners;
 - (ii) Second, to the creation of any reserves which the General Partners may deem reasonably necessary for the payment of contingent liabilities of the Partnership or the General Partners arising out of or in connection with the business of the Partnership;
 - (iii) Third, to the Limited Partners allocated in accordance with their Ownership percentages, an amount equal to the cumulative amount of their paid-in capital contribution, less (A) any amounts previously distributed to the Limited Partners pursuant to this Article 9.2 (c)(iii), (B) the amount of Cash From Sales previously distributed to them, and (C) the amount of Cash Flow distributed to them pursuant to Article 9.1;
 - (iv) Fourth, to the General Partners allocated in accordance with their Ownership Percentages, an amount equal to the cumulative amount of their paid-in capital contribution, less (A) any amounts previously distributed to the General Partners pursuant to this Article 9.2(c)(iv), (B) the amount of Cash From Sales previously distributed to them, and (C) the amount of Cash Flow distributed to them pursuant to Article 9.1.
- (d) To the extent there remains any Cash From Financings to be distributed, the distribution shall be made as follows:
- (i) Fifty (50%) percent to the Limited Partners, allocated in accordance with their Ownership percentages;
 - (ii) Fifty (50%) percent to the General Partners, allocated in accordance with their Ownership percentages.

EXHIBIT C

- (e) In the event of a sale of the property or other capital asset in which a portion of the proceeds is deferred the principal amount of the deferred portion of the purchase price shall be allocated among the Partners in the same proportion as if cash in such amount had been distributed; and any payments received by the Partnership in respect of such obligation (interest, rent or purchase payment), after deducting expenses of the Partnership and reserves which the General Partners deem reasonably necessary, shall be distributed among the Partners in the amounts they would have received had the Partnership been liquidated as of the date of sale and the allocable portions of the instrument evidencing the deferred payment obligation been distributed among the Partners. Except as set forth above, no partner may demand property rather than cash in return of his capital contribution.

9.3 Net Income and Net Losses

The Net Income, Net Losses, Net Losses from Capital Transactions, Net Gains from Capital Transactions and all items of tax credit and preference shall be allocated as follows:

(a) Net Income or Net Losses

(i) Until such time as the Limited Partners receive an amount equal to the cumulative amount of their paid-in capital contribution from amounts distributed as Cash From Sales, Cash From Financings or Cash Flow, Ninety-five (95%) percent to the Limited Partners allocated in accordance with their Ownership Percentage and Five (5%) percent to the General Partners allocated in accordance with their Ownership Percentage;

(ii) After the Limited Partners receive an amount equal to the cumulative amount of their paid-in capital from amounts distributed as Cash From Sales, Cash From Financings or Cash Flow, Fifty (50%) percent to the Limited Partners and Fifty (50%) percent to the General Partners allocated in accordance with their respective Ownership Percentages;

(b) Net Losses from Capital Transactions and Net Gains from Capital Transactions shall be allocated as follows:

(i) In the event there are distributions made in accordance with distributions of Cash From Sales pursuant to Article 9.2(a) and 9.2(b), then in accordance with the ratio of such distributions;

(ii) In the event that there are no cash distributions, then Ninety-Five (95%) to the Limited Partners and Five (5%) to the General Partners in accordance with their respective Ownership Percentages.

9.4 Distributions on Dissolution

Upon the dissolution and termination of the Partnership, the General Partners, or if there are none, the Limited Partners, shall liquidate the assets of the partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

- (a) First, to the payment of the debts and liabilities of the Partnership (including any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;
- (b) Second, to the creation of any reserves which the General Partners or the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the business and operation of the Partnership; and
- (c) Third, to the extent not previously distributed, the balance, if any, shall be distributed to the Partners as follows:
 - (i) Fifty (50%) percent to the Limited Partners, allocated in accordance with their Ownership percentages;
 - (ii) Fifty (50%) percent to the General Partners, allocated in accordance with their Ownership percentages.

EXHIBIT D

11. SALE, ASSIGNMENT, OR OTHER TRANSFER OF LIMITED PARTNERS' INTERESTS

11.1 Except as hereinafter provided, the Limited Partners shall not sell, assign or otherwise transfer any or all of their interest in the Partnership without obtaining the written consent of the General Partners, which consent will not be unreasonably withheld. Prior to consenting to any sale, assignment, or other transfer, the General Partners shall be assured that the vendee, assignee or other transferee is financially responsible, understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others.

11.2 No sale, assignment, or other transfer shall be made, unless, in the opinion of counsel acceptable to the General Partners, registration is not required under applicable federal and state securities laws with respect thereto, all of the provisions of this Agreement have been complied with and such sale, assignment or other transfer, will not result in adverse consequences to the General Partners, or any of them, as a result of a termination of the Partnership pursuant to Section 708 of the Code.

11.3 Articles 11.1 and 11.2 shall not apply to the intervivos transfer or assignment (in trust or otherwise) by a Limited Partner of all or any part of his interest in the Partnership to or for the benefit of himself or his immediate family.

EXHIBIT E

19. DEATH

19.1 Upon the Death of any Partner, the Surviving Partners, or one or more of them, shall have the right either to purchase the Entire Partnership Interest and, provided there is compliance with Article 18.2 hereof, continue the Partnership business or alternatively to dissolve and liquidate the Partnership business.

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