

RECEIVED & FILED JUL 1 1980 *Ln*

AMENDED AND RESTATED CERTIFICATE OF
LIMITED PARTNERSHIP OF EDGEHILL PARTNERS

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

Pursuant to the provisions of Section 7-13-26 of the General Laws of Rhode Island, 1956, as amended (1969 Re-enactment), the undersigned, as general and limited partners, as the case may be, of Edgehill Partners, a limited partnership formed by a Certificate of Limited Partnership filed with the Secretary of State of Rhode Island on February 28, 1979 and amended by a First Amendment to the Certificate of Limited Partnership filed with the Secretary of State of Rhode Island on April 25, 1980, do hereby adopt the following amended and restated certificate of limited partnership and do hereby solemnly swear as follows:

"I. The name of the partnership is: Edgehill Partners.

"II. The character of the business of the partnership is: To hold, own, rehabilitate, construct, develop, improve, maintain, lease, manage, operate and otherwise deal with approximately 28.6 acres of real property located on Beacon Hill Road and Harrison Avenue in the City of Newport,

State of Rhode Island, and the 160-bed residential alcoholism treatment center and related facilities constructed thereon.

"III. The location of the principal place of business of the partnership is: 138 Harrison Avenue in the City of Newport, State of Rhode Island.

"IV. The name and place of residence of each member - general and limited partners being respectively designated, is:

GENERAL PARTNERS:

Chester H. Kirk
275 Stony Lane
N. Kingstown, Rhode Island

Albert N. D'Amico
259 Potters Road
N. Kingstown, Rhode Island

Kenneth L. Kirk
10 Seaview Avenue
Cranston, Rhode Island

Providence Advisory Group, Inc.
321 South Main Street
Providence, Rhode Island

LIMITED PARTNERS: See Schedule A attached hereto.

"V. The term for which the partnership is to exist: From February 28, 1979, until December 31, 2040, unless sooner terminated.

"VI. The amount of cash and a description and the agreed value of the other property contributed by each limited partner: Each limited partner has contributed the sum of \$50,000 in cash or in cash and promissory notes for each Unit of limited partnership interest owned by him, or a proportionally greater amount in the case of the ownership of more than one Unit. The \$50,000 per Unit has been contributed by one of the following methods:

- (1) \$50,000 in cash;
- (2) \$10,000 in cash plus a promissory note for \$40,000, bearing interest at 12% per annum, payable in 4 equal annual installments of principal commencing January 1, 1981, secured by letters of credit issued in favor of the partnership; or
- (3) \$35,000 in cash plus a promissory note for \$15,000, bearing interest at 12% per annum payable in 4 equal annual installments, commencing January 1, 1981, no letter of credit required.

"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: The limited partners are not required to make any further contributions.

"VIII. The time, if agreed upon, when the contribution of each limited partner is to be returned: There is no agreement as to the time when the contributions of the limited partners are to be returned. Subject to the terms and conditions of the Amended and Restated Limited Partnership Agreement, the general partners are empowered on a pro rata basis, to return the capital contributions of the limited partners.

"IX. The share of the profits or the other compensation by way of income which a limited partner shall receive by reason of his contribution: The cash flow of the partnership will be distributed 100% to the limited partners until the limited partners have received a cumulative 8% preferred return per annum on that amount of their original investment remaining after deducting therefrom any payments of net sale or refinancing proceeds to the limited partners (their "Preferred Distributions"); and then 60% to the limited partners as a class and 40% to the general partners as a class.

Profit and losses of the partnership shall be allocated (for Federal and State income tax purposes) 60% to the limited partners as a class and 40% to the general partners as a class.

The net proceeds of sale, exchange, other disposition or refinancing of all or a substantial portion of partnership assets, will be distributed by 60% to the limited partners as a class and 40% to the general partners as a class after the following priority payments: (i) payment of any unpaid debts and obligations of the partnership (excluding Residual Receipts, Notes); (ii) establishing operating and capital expenditure reserves deemed reasonable by the general partners; (iii) payment to the limited partners as a class of any

unpaid cumulative Preferred Distributions; (iv) payment of any Residual Receipts Notes; (v) repayment to the limited partners as a class of their capital contributions less all similar prior payments; and (vi) payment to the general partners as a class of their capital contributions less all similar prior payments.

The terms "profit and losses," "cash flow," "Residual Receipts Notes," "Preferred Distributions" and "Capital Contributions" are defined in the Amended and Restated Limited Partnership Agreement and are used herein in accordance with the definitions therein contained.

"X. The right, if given, of a limited partner to substitute an assignee as contributor in his place and the terms and conditions of such substitution: The economic interest of a limited partner (including such partner's right to receive his allocable share of profits and losses and cash distributions of the partnership) is assignable except that such an assignment would not be effective under the following circumstances: (i) if the assignment is to a minor (except to a member of his immediate family by reason of death) or an incompetent, (ii) if such assignment would violate the laws of any jurisdiction, (iii) if, in the opinion of counsel for the general partners, such assignment would result in a termination of the partnership for Federal

income tax purposes or the loss of the status of the partnership as a partnership for such purposes or, in the opinion of such counsel, such assignment would violate applicable Federal or state securities laws. No transferee may become a substituted limited partner unless the general partners in their sole discretion consent to such substitution. The Amended and Restated Limited Partnership Agreement contains a provision giving automatic consent, subject to certain limitations, to substitution of assignees as limited partners in the case of transfers among family members and to charitable institutions. In permitting any such substitution, the general partners may require that the transferee comply with such terms as the general partners deem necessary. The transferee will be responsible for all expenses in connection with any assignment or substitution.

"XI. The right, if given, of the partners to admit additional limited partners: The general partners shall have the right to admit additional limited partners who shall agree to contribute up to a total of \$1,900,000 to the capital of the partnership. After limited partners have been admitted who have agreed to contribute a total of \$1,900,000 the general partners may admit additional limited partners only if the terms of admission of such additional

limited partners shall have received the written approval of all partners, limited and general.

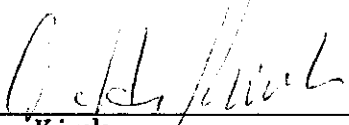
"XII. The right, if given, of one or more of the limited partners to priority over other limited partners as to contributions or as to compensation by way of income and the nature of such priority: No limited partner has any priority over other limited partners as to contributions or as to compensation by way of income.

"XIII. The right, if given, of the remaining general partner or partners to continue the business on the death, retirement, or insanity of the general partner: Upon the retirement, death, insanity, bankruptcy or dissolution of a general partner the remaining general partner or partners shall have the right to and are obligated to continue the business of the partnership. If there is no remaining general partner, then subject to the terms and conditions contained in the Amended and Restated Limited Partnership Agreement, limited partners representing 100% in interest of the limited partners' partnership interests may select a person to become a successive general partner to the partnership.

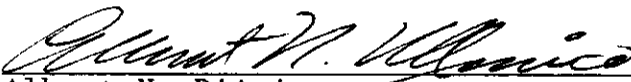
"XIV. The right, if given, of a limited partner to demand and receive property other than cash in return

for his contribution: No limited partner has the right to demand to receive property other than cash in return for his capital contribution."

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this 30th day of June, 1980.



Chester H. Kirk,
General Partner




Albert N. D'Amico,
General Partner




Kenneth L. Kirk,
General Partner

Providence Advisory Group, Inc.
General Partner

By  President

Title:



Robert P. Freeman, Attorney-in-
Fact for the Limited Partners
listed in Article IV of this
Amended and Restated Certificate

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence on this 30th day of June, 1980,
before me personally appeared CHESTER H. KIRK, ALBERT N.
D'AMICO and KENNETH L. KIRK, to me known and known by me to
be the persons executing the foregoing instrument, and each
being first duly sworn by me, acknowledged said instrument
by him executed to be his free act and deed, and declared
that the statements made therein were true.

Joachim A. Weissfeld
Notary Public
Notary Public

My Commission Expires
June 30, 1981

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence on this 30th day of June, 1980,
before me personally appeared Robert P. Freeman,
to me known and known by me to be the President of PROVIDENCE
ADVISORY GROUP, INC. and the person executing the foregoing
instrument, and, being first duly sworn by me, he acknowledged
said instrument by him executed to be his free act and deed
and the free act and deed of said PROVIDENCE ADVISORY GROUP,
INC., and declared that the statements made therein were
true.

Margaret D. Farrell
Notary Public

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In Providence on this 30th day of June, 1980,
before me personally appeared ROBERT P. FREEMAN, to me known
and known by me to be the person executing the foregoing
instrument, and being first duly sworn by me, he acknowledged
said instrument by him executed to be his free act and deed
in his capacity as Attorney-in-fact for the Limited Partners
and declared that the statements made therein were true.

Margaret D. Farrell
Notary Public

My Commission Expires
June 30, 1981

SCHEDULE A

EDGEHILL PARTNERS

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

<u>LIMITED PARTNERS</u>	<u>CAPITAL CONTRIBUTED</u>	
	<u>CASH</u>	<u>NOTE</u>
Donald D. Breed 85 Congdon Street Providence, RI 02906 (1 Unit)	\$10,000	\$40,000
George Hanna 134 Naushon Road Pawtucket, RI (1 Unit)	\$10,000	\$40,000
Stanley W. Gale, M.D. 67 Stimson Avenue Providence, RI 02906 (1 Unit)	\$50,000	
Robert Florin, M.D. 3 Hidden Street Providence, RI 02906 (1 Unit)	\$35,000	\$15,000
Sheila D. Przybyla 86 Bishop Avenue Seekonk, MA 02771 (1 Unit)	\$50,000	
Lena Forte 135 East Hill Drive Cranston, RI 02920 (1 Unit)	\$50,000	
Roswell D. Johnson, M.D. c/o Edgehill Newport Inc. 138 Harrison Avenue Newport, RI 02840 (1 Unit)	\$50,000	

L. Saul Alpert 21 Browning Drive Narragansett, RI 02882 (1 Unit)	\$50,000	
Lillian Mangione 1 Jackson Walkway Apt. 1108 Providence, RI 02903 (1 Unit)	\$50,000	
John P. Keyser 48 Edgewood Lane Bronxville, NY 10708 (1 Unit)	\$35,000	\$15,000
Bayard Ewing, Esq. 41 Waterman Providence, RI 02906 (1 Unit)	\$35,000	\$15,000
Mr. and Mrs. Richard F. Squizzero 124 Hyde Street Cranston, RI 02920 (1 Unit)	\$10,000	\$40,000
Harold D. Brewster New England Mutual Life Insurance Company 10 Orms Street Providence, RI (1 Unit)	\$50,000	
Ellen Hurvitz Karen Hurvitz 25 Williams Street Brookline, MA 02146	\$10,000	\$40,000
Joyce Hurvitz 28 Sayles Avenue Pawtucket, RI (1 Unit)	\$10,000	\$40,000
Karen Opalka c/o Renaissance 16 Arnold Place New Bedford, MA 02748 (1 Unit)	\$10,000	\$40,000

Mr. and Mrs. Heinz K. Vaterlaus 604 Union Wharf Boston, MA 02109 (1 Unit)	\$35,000	\$15,000
Samuel N. Chase c/o Ann & Hope, Inc. One Mill Street Cumberland, RI 02864 (1 Unit)	\$50,000	
John Street Associates 2 John Street Providence, RI 02906 (1 Unit)	\$10,000	\$40,000
Hanns H. Winkhaus 4 Duesseldorf Sybel Strasse 24B Federal Republic of Germany (1 Unit)	\$50,000	
The Rayon Foundation Trust c/o Bayard Ewing, Esq. Tillinghast, Collins & Graham 2000 Hospital Trust Tower Providence, RI 02903 (1 Unit)	\$50,000	
Mary Cullen Seaman Seaman Road Ospray, FL 33559 (1 Unit)	\$50,000	
Joseph E. Troccoli 40 Pegwing Drive East Greenwich, RI 02818	\$10,000	\$40,000
Ronald E. Kutrieb 97 Highland Avenue Warwick, RI 02886 (6 Units)	\$60,000	\$240,000
Robert P. Freeman 30 Freeman Parkway Providence, RI 02906 (6 Units)	\$60,000	\$240,000

Marathon Capital Corporation
P.O. Box 186
Providence, RI 02901
(3 Units)

\$30,000

\$120,000

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