

154204

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
CERTIFICATE OF FORMATION OF A LIMITED PARTNERSHIP
TO BE KNOWN AS GILBANE ABBOTT ASSOCIATES, L.P.

KNOW ALL MEN BY THESE PRESENTS that 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 1956, as amended, do certify that:

FIRST: The name of the Limited Partnership is GILBANE ABBOTT ASSOCIATES, L.P.

SECOND: The general character of the business to be conducted by the Limited Partnership is to acquire (by lease, purchase or otherwise), construct, develop, improve, own, maintain, operate, lease, sell and otherwise deal with those certain parcels of land located in the Town of Cumberland, State of Rhode Island, and more specifically described in Schedule A attached hereto (the "Property").

THIRD: The office of the Limited Partnership, for purposes of Section 7-13-4 of the General Laws of Rhode Island, shall be Seven Jackson Walkway, Providence, Rhode Island. The name and address of the agent for service of process of the Limited Partnership is Gilbane Properties, Inc., Seven Jackson Walkway, Providence, Rhode Island.

FOURTH: The name and business address of each Partner of the Limited Partnership is as follows:

GENERAL PARTNER

Gilbane Properties, Inc.
Seven Jackson Walkway
Providence, Rhode Island

LIMITED PARTNER

Robert V. Gilbane
Seven Jackson Walkway
Providence, Rhode Island

FIFTH: Each Partner has agreed to contribute initially the following amounts to the Limited Partnership: Gilbane Properties, Inc. - \$100 and Robert V. Gilbane - \$100.

SIXTH: No Partner shall be required to make any additional contribution.

SEVENTH: No Limited Partner shall have the right to substitute an assignee in his place, unless the following terms and conditions are satisfied:

A. The Limited Partner shall designate in writing satisfactory to the General Partner, his intention that his assignee is to become a Substituted Limited Partner. The General Partner shall consent in writing to the admission of the assignee as a Substituted Limited Partner, which consent may be withheld in the sole and absolute discretion of the General Partner.

B. The assignee shall execute such instruments as the General Partner shall deem necessary or desirable to effect his or her admission as a Substituted Limited Partner,

and to evidence acceptance of the terms of the Agreement of Limited Partnership.

C. The assignee shall pay all reasonable expenses in connection with admission as a Substituted Limited Partner.

EIGHTH: There is no time at which or events on the happening of which a Partner may terminate his membership in the Limited Partnership.

NINTH: There is no right of a Partner to receive distributions of property including cash from the Limited Partnership other than (a) annual distributions of cash flow (if such cash flow is available from the operations of the Limited Partnership) of the Limited Partnership, and (b) proceeds from the sale or refinancing of all or substantially all of the Property, after payment of or provision for liabilities of the Limited Partnership.

TENTH: No Partner has the right to receive distributions including a return of all or any part of such Partner's contribution. The General Partner has the right to make distributions to any Partner including a return of all or any part of such Partner's contribution.

ELEVENTH: The time at which or events upon the happening of which the Limited Partnership is to be dissolved and its affairs wound up are as follows:

- (a) the expiration of the term set forth above; or
- (b) the death, incapacity, retirement, bankruptcy, or dissolution of the General Partner; or

(c) the sale of all or substantially all of the Property.

TWELFTH: There is no right of the remaining General Partners to continue the business of the Limited Partnership on the happening of an event of withdrawal of a General Partner.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 31st day of July , 1986.

GENERAL PARTNER

Gilbane Properties, Inc.

✓ By: Robert V. Gilbane
President

LIMITED PARTNER

✓ Robert V. Gilbane
Robert V. Gilbane

SCHEDULE A

That certain tract or parcel of land, with all the buildings and other improvements thereon, situated on the westerly side of Abbott Run Valley Road and the northerly side of Bear Hill Road, in the Town of Cumberland, County of Providence and State of Rhode Island, bounded and described as follows:

Beginning at a point in the northerly line of said Bear Hill Road which point is also the southwesterly corner of the parcel herein described, said point being the southeasterly corner of other land of Mossberg Industries, Inc., formerly of David O. Cargill; thence running northerly along a stone wall six hundred ninety-six and 40/100 (696.40) feet to an angle; thence turning an interior angle of $180^{\circ}51'06''$ and continuing northerly six hundred twenty-seven and 96/100 (627.96) feet to Interstate Route 295, so called, said two (2) courses bounding westerly on land of Mossberg; thence turning an interior angle of $94^{\circ}56'57''$ and running easterly bounding northerly on Interstate Route 295 two hundred seventy-two and 90/100 (272.90) feet to a Rhode Island Highway bound and a point of curvature; thence running easterly curving to the right along the arc of a circle with a radius of five thousand three hundred ninety and 21/100 (5390.21) feet and a central angle of $3^{\circ}55'05''$ bounding northerly on Interstate Route 295 a distance of three hundred sixty-eight and 59/100 (368.59) feet to the westerly line of Abbott Run Valley Road; thence turning and running southeasterly curving to the left along the arc of a circle with a radius of one thousand eight hundred twenty-five (1825) feet and a central angle of $6^{\circ}14'10''$ bounding northeasterly on Abbott Run Valley Road one hundred ninety-eight and 63/100 (198.63) feet to a Rhode Island Highway bound; thence continuing southeasterly along the southwesterly line of Abbott Run Valley Road eighty-six and 19/100 (86.19) feet to a point; thence turning an interior angle of $179^{\circ}47'19''$ and running southeasterly along the southwesterly line of Abbott Run Valley Road forty-nine and 95/100 (49.95) feet to an angle; thence turning an interior angle of $182^{\circ}15'58''$ and running southeasterly along the southwesterly line of Abbott Run Valley Road one hundred forty-nine and 22/100 (149.22) feet to a point of curvature; thence turning and continuing southeasterly along the southwesterly line of Abbott Run Valley Road curving to the right along an arc of a curve having a radius of 320 feet, a central angle of $29^{\circ}54'34''$ an arc distance of one hundred sixty-seven and 5/100 (167.05) feet to a tangent point; thence turning and running southerly along the westerly line of Abbott Run Valley Road three hundred twenty-five and 40/100 (325.40) feet to a point of curvature, thence continuing southerly along the westerly line of Abbott Run Valley Road curving to the left along an arc of a curve having a radius of 420 feet, a central angle of $18^{\circ}50'29''$ an arc distance of one hundred thirty-eight and 11/100 (138.11) feet to a tangent point; thence turning and continuing southeasterly along the southwesterly line of Abbott

Run Valley Road one hundred sixty-five and 85/100 (165.85) feet to a point of curvature; thence running southerly and westerly curving to the right along an arc of a curve having a radius of 50 feet, a central angle of $105^{\circ}20'03''$ an arc distance of ninety-one and 92/100 (91.92) feet to a tangent point and the northerly line of Bear Hill Road; thence turning and running westerly along the northerly line of Bear Hill Road sixty-four and 27/100 (64.27) feet to an angle; thence turning an interior angle of $174^{\circ}12'47''$ and continuing westerly along the northerly line of Bear Hill Road two hundred thirty-two and 1/100 (232.01) feet to an angle; thence turning an interior angle of $182^{\circ}54'30''$ and continuing westerly along the northerly line of Bear Hill Road one hundred and 9/100 (100.09) feet to an angle; thence turning an interior angle of $177^{\circ}53'34''$ and continuing westerly along the northerly line of Bear Hill Road one hundred eighty and 61/100 (180.61) feet to a point of curvature; thence turning and continuing westerly along the northerly line of Bear Hill Road curving to the right along an arc of a curve having a radius of 320 feet, a central angle of $23^{\circ}54'38''$ an arc distance of one hundred thirty-three and 54/100 (133.54) feet to a tangent point; thence continuing westerly along the northerly line of Bear Hill Road ninety and 30/100 (90.30) feet to a point of curvature; thence turning and continuing westerly along the northerly line of Bear Hill Road curving to the left along an arc of a curve having a radius of 300 feet, a central angle of $28^{\circ}19'26''$ an arc distance of one hundred forty-eight and 30/100 (148.30) feet to a tangent point; thence turning and continuing westerly along the northerly line of Bear Hill Road three hundred eight and 28/100 (308.28) feet to the point and place of beginning, the last described line forming an interior angle of $73^{\circ}05'10''$ with the first described line. Said parcel contains 29.635 acres.

Said premises are conveyed subject to the rights under an unrecorded lease entered into between Wanskuck Company, as Landlord, and Jesse L. Carpenter and Ida Mae Carpenter, as Tenant, dated January 27, 1966 and covering premises conveyed by the Carpenters to Wanskuck Company by deed dated December 30, 1965, and to taxes assessed December 31, 1983.

Said premises are also subject to rights reserved in said Deed dated December 30, 1965 recorded in the Records of Land Evidence of said Town of Cumberland in Book 201 at page 459.