

154210

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

CERTIFICATE

(Limited Partnership)

KNOW ALL MEN BY THESE PRESENTS, That we CLARENCE J. COUTU, JOHN J. CUMMINGS, JR., and J. TERRENCE MURRAY, 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 GOUGH AVENUE ASSOCIATES.

SECOND. The character of the business conducted by the partnership shall be to acquire for investment premises located off Gough Avenue in West Warwick, Rhode Island and described in Schedule A attached hereto, and to develop the same, and to hold, own, improve, operate, manage, service, lease, mortgage and encumber the same and otherwise deal with the same as owner thereof, and to acquire such additional real and personal property as the General Partner shall deem necessary or desirable.

THIRD. The principal place of business of the partnership shall be located at 90 Industrial Lane, West Warwick, Rhode Island. The partnership may also have additional places of business.

<u>Name of Limited Partner</u>	<u>Cash</u>	<u>Property other than Cash</u>
John J. Cummings, Jr.	\$100	None
J. Terrence Murray	\$100	None

SEVENTH. There is no agreement for the making of additional contributions to the capital of the partnership.

EIGHTH. The contribution of each limited partner shall be returned, to the extent that funds are available for such purpose after payment of all debts of the partnership, upon the termination and liquidation of the partnership. The limited partners shall also be entitled to receive a pro rata share of any net excess insurance proceeds and any net proceeds of mortgage refinancing, partial condemnation, sales of easements, rights of way or similar interests in the property of the partnership, and other similar items which in accordance with generally accepted accounting practice are attributable to capital, which are deemed available by the general partner for distribution.

NINTH. Each limited partner shall, by reason of his contribution, receive a share of the net income of the partnership, to the extent that the same is deemed available for distribution by the general partner, in proportion to the amount of his initial contribution to the capital of the partnership.

TENTH. A limited partner shall not have the right to substitute an assignee as contributor in his place except that a limited partner may assign all or any part of his interest (i) to his spouse, or to a descendant or parent, a brother or sister

or a nephew or niece of such limited partner, or a court appointed fiduciary, or to descendants of any of them (ii) to a trust for the lifetime benefit of any one or more of the foregoing, or (iii) to any recognized charitable or eleemosynary institution or organization. Any such permitted assignee shall apply for admission to the partnership and shall be admitted as such, provided, however, that no minor or incompetent, and no organization prohibited by law from being a limited partner, shall be so admitted. If the entire interest of a deceased limited partner shall pass by bequest or distribution to one or more individuals, trustees or charities to whom or to which such deceased limited partner could while alive have assigned any part of his interest, as above provided, such transferee shall apply for admission to the partnership as a limited partner and, upon such application, shall be admitted as such in place of the deceased limited partner. In the event of the insanity of a limited partner, the legal representative of the insane limited partner may also, upon application, be admitted as a limited partner in the place of the insane limited partner. If the interest of a limited partner is transferred to a trust for the lifetime benefit of any one or more of the persons to whom a limited partner could have assigned any part of his interest as above provided, then upon the termination of such trust, such interest may be transferred to any person or trust to whom or which the settlor of the trust or the deceased limited partner under whose will the trust was created could have assigned his interest.

FOURTH.

General Partner

Clarence J. Coutu

Residence

61 Potter Avenue
West Warwick, R.I.

Limited Partners

John J. Cummings, Jr.

Residence

40 Roslyn Avenue
Providence, R.I.

J. Terrence Murray

136 Pocahontas Drive
Warwick, R.I.

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 the date of the filing for record of this certificate in the office of the Secretary of State of the State of Rhode Island until the termination thereof upon the sale or other disposition of the partnership property; the retirement, death, bankruptcy or insanity of the general partner and the failure of a majority in interest of the limited partners, prior to the retirement or within ninety (90) days after such death, bankruptcy or insanity, to elect to continue the business of the partnership and to select a substitute general partner from among the limited partners; the determination of the general partner to dissolve and terminate the partnership; or any event which, as a matter of law, would result in the dissolution or termination of the partnership.

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

ELEVENTH. The partners shall not have the right to admit additional limited partners except as provided in paragraph TENTH hereof.

TWELFTH. No limited partner shall have the right to priority over the other limited partners as to contributions or as to compensation by way of income.

THIRTEENTH. Upon the retirement, death, bankruptcy or insanity of the general partner, a majority in interest of the limited partners may, within ninety (90) days after the date of such death, bankruptcy or insanity, or prior to the date of such retirement, elect to continue the business of the partnership and select from among the limited partners (with the consent of the limited partner so selected) one limited partner as a substitute general partner of the partnership.

FOURTEENTH. No 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 8th day of OCTOBER, A.D. 1971.

<u>Name</u>	<u>Residence</u>
<u>Cherene Couto</u>	<u>61 POTTER AVENUE</u> <u>WEST WARWICK, R.I.</u>
<u>Terence Murray</u>	<u>136 POCAHONTAS DRIVE</u> <u>WARWICK, R.I.</u>
<u>J. H. J. J.</u>	<u>40 ROSLYN AVENUE</u> <u>PROVIDENCE, R.I.</u>

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

In the City of PROVIDENCE
Town

in said county, this 8th day of OCTOBER, 1971, then
personally appeared before me CLARENCE S. COVTO

to me known and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument by him executed to
be his free act and deed.

V. Dumeau Johnson
Notary Public

STATE OF RHODE ISLAND)
COUNTY OF PROVIDENCE)

In the City of Providence
Town

in said county, this 8th day of OCTOBER, 1971, then
personally appeared before me JOHN J. CUMMINGS, JR.

to me known and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument by him executed to
be his free act and deed.

V. Dumeau Johnson
Notary Public

STATE OF RHODE ISLAND ;

COUNTY OF PROVIDENCE ;

In the City of Providence
Town

in said county, this 8th day of OCTOBER, 1971, then

personally appeared before me J. P. MURRAY

to me known and known by me to be the party executing the foregoing

instrument, and he acknowledged said instrument by him executed to

be his free act and deed.

V. D. Johnson
Notary Public

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OCT 8

1971

SEC-06 STATE 411 CD***50.0 OCT-8-71

EXHIBIT A

PARCEL I

That certain tract or parcel of land with any buildings and improvements thereon situated in the Town of West Warwick, County of Kent, State of Rhode Island, on the southerly side of Gough Avenue and is bounded and described as follows: Beginning at a point in the southerly line of Gough Avenue at the northeasterly corner of the parcel being conveyed, which point is the northwesterly corner of that parcel conveyed by Thomas Rawlinson to Geanie Rawlinson (Warwick Book 68 page 212); thence running in a general southerly direction bounded easterly by land formerly of Geanie Rawlinson (Warwick Book 68 page 212) one hundred (100) feet to a point; thence turning and running in a general easterly direction bounded northerly by said Geanie Rawlinson land fifty (50) feet to a point; thence continuing in a general easterly direction bounded northerly by land formerly of Read Rawlinson (Warwick Book 67 page 345) fifty (50) feet to land formerly of James McNeilis and now or formerly of the Narragansett Electric Co.; thence turning and running in a general southerly direction bounded easterly in part by land of The Narragansett Electric Co. and in part by land of Cameille J. Gosselin, land of Ferdinand Gosselin, a distance of two hundred twenty-four (224) feet, more or less, to a point in the northerly line of John Street; thence turning and running in a general westerly direction along the northerly line of John Street two hundred seventy (270) feet, more or less, to a stone bound at land of Earl H. Whitford (West Warwick Deed Book 20 page 189); thence turning and running in a general northerly direction bounded westerly by said Earl H. Whitford land seventy-eight (78) feet to a bound; thence turning and running in a general westerly direction bounded southerly by said Earl H. Whitford land twelve (12) feet to a bound; thence turning and running in a general northerly direction bounded westerly by said Earl H. Whitford land one hundred forty-four (144) feet to a bound at land now or lately of Thomas Rawlinson, Jr.; thence turning and running in a general easterly direction bounded northerly by said Thomas Rawlinson, Jr. land twelve (12)

feet to the southeasterly corner of said Thomas Rawlinson, Jr. land; thence turning and running in a general northerly direction bounded westerly in part by said Thomas Rawlinson, Jr. land and in part by land now or lately of Thomas E. Rawlinson one hundred forty-five (145) feet, more or less, to a point in the southerly line of Gough Avenue; thence turning and running in a general easterly direction along the southerly line of Gough Avenue one hundred twenty-eight (128) feet, more or less, to the point or place of beginning.

PARCEL II

That certain tract or parcel of land with any buildings and improvements thereon situated in the Town of West Warwick, County of Kent, State of Rhode Island, on the southerly side of Gough Avenue and is bounded and described as follows: Beginning at a point in the southerly line of Gough Avenue at the northeasterly corner of the parcel being conveyed, which point is the northwesterly corner of land formerly of Read Rawlinson; thence running in a general southerly direction bounded easterly by said land formerly of Read Rawlinson one hundred (100) feet to the southwesterly corner of said Read Rawlinson land; thence turning and running in a general westerly direction bounded southerly by land formerly of Thomas Rawlinson and lately of Bethia Whitford fifty (50) feet, more or less, to a point; thence turning and running in a general northerly direction bounded westerly by land formerly of Thomas Rawlinson and lately of Bethia Whitford one hundred (100) feet, more or less, to a point in the southerly line of Gough Avenue; thence turning and running in a general easterly direction along the southerly line of Gough Avenue fifty (50) feet to the point or place of beginning.

However otherwise described being the same premises described in that certain Warranty Deed from Thomas Rawlinson to Geanie Rawlinson dated December 20, 1904, and recorded in the Land Evidence Records of Warwick, Rhode Island, in Deed Book 68 at page 212 and a copy in the Land Evidence Records of West Warwick, Rhode Island.

PARCEL III

That certain tract or parcel of land with all the buildings and improvements thereon situated on the southerly side of Gough Avenue, in the Town of West Warwick, County of Kent, State of Rhode Island, bounded and described as follows: Beginning at a point in the southerly line of Gough Avenue, which said point is the northeasterly corner of the parcel herein described and is the northwesterly corner of land now or lately of Narragansett Electric Co.; thence running southerly bounding easterly in part by Narragansett Electric Co. land, in part by land now or lately of Camille J. Gosselin, and in part on land now or lately of Ferdinand Gosselin to John Street; thence turning and running westerly bounding southerly on John Street to land now or lately of Earl H. Whitford, surviving Joint Tenant and the southeasterly corner of land now or lately conveyed by Bethia Whitford to Earl H. Whitford and herself, Bethia Whitford, as Joint Tenants by deed dated September 27, 1949, and recorded on September 7, 1950, in Deed Book 39 at page 447 in the Land Evidence Records of said Town of West Warwick; thence turning and running northerly bounding westerly on last named land a distance of seventy-eight (78) feet to a point for a corner; *thence turning and running northerly bounding westerly on last named land a distance of one hundred forty-four (144) feet to land now or lately of Thomas Rawlinson, Jr.; thence turning and running easterly bounding northerly on last named land a distance of twelve (12) feet to a point for a corner; thence turning and running northerly bounding westerly on last named land a distance of one hundred forty-five (145) feet to Gough Avenue; thence turning and running easterly bounding northerly on Gough Avenue to land now or lately of the Narragansett Electric Co. and the point and place of beginning.

*thence turning and running in a general westerly direction bounded southerly by said Earl H. Whitford land twelve (12) feet to a bound;

PARCEL IV

That certain tract or parcel of land with all the buildings and improvements thereon situated on the southerly side of Gough Avenue, in the Town of West Warwick, County of Kent, State of Rhode Island, bounded and described as follows: Beginning at a point in the southerly line of Gough Avenue, which said point is the northeasterly corner of land now or lately of Thomas Rawlinson, Jr. and is the northwesterly corner of the within described parcel; thence running easterly bounding northerly on Gough Avenue a distance of two hundred twenty-nine (229) feet, more or less, to land now or lately of the Narragansett Electric Co.; thence turning and running southerly bounding easterly in part on Narragansett Electric Co. land and in part on land now or lately of Camille J. Gosselin, and in part on land now or lately of Ferdinand Gosselin to John Street; thence turning and running westerly bounding southerly on John Street to a point for a corner; thence turning and running southerly bounding easterly on John Street a distance of sixteen (16) feet to a point for a corner; thence turning and running westerly bounding southerly on John Street a distance of one hundred twenty-two and 83/100 (122.83) feet to land now or lately of Charles A. Fiskburn et al; thence turning and running northerly bounding westerly in part on last named land and in part on land now or lately of Henry L. Blais et ux a distance of two hundred forty-four (244) feet to land now or lately of Norman R. Rawlinson et ux; thence turning and running easterly bounding northerly on last named land to a point for a corner; thence turning and running northerly bounding westerly on last named land to land now or lately of Thomas Rawlinson, Jr.; thence turning and running easterly bounding northerly on last named land to a point for a corner; thence turning and running northerly bounding westerly on last named land a distance of one hundred forty-five (145) feet to Gough Avenue and the point and place of beginning.

I, Earl H. Whitford covenant that I am unmarried.