

Filing Fee: \$50.00

✓ 883

State of Rhode Island and Providence Plantations

CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That, the undersigned partner(s) of Hartford Avenue
Associates

desiring to amend the Certificate of said partnership, (does) (do) hereby execute the following
Certificate of Amendment to its Certificate of Limited Partnership.

FIRST. The name of the Limited Partnership is Hartford Avenue Associates 0334A001 04/18/88CHEK

50.00

SECOND. The date of the filing of the Certificate of Limited Partnership is

February 12, 19 71 .

THIRD. The Certificate of Limited Partnership (as amended on March 19, 1980

is amended as follows:) ,

WHEREAS, pursuant to an Assignment and Assumption Agreement dated March 1, 1986, Arthur L. Kramer, Limited Partner, sold his partnership interest in the Partnership to Picerne Investment Corporation.

NOW THEREFORE:

1. Article "III" of the Certificate is amended to read as follows:

"III." The location of the principal place of business of the partnership is: 75 Lambert Lind Highway in the City of Warwick, State of Rhode Island.

2. Article "IV" of the Certificate is amended to read as follows:

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

PAID

CF50
CHEK
0334A001

50.00
50.00

(Over)

Rec'd & Filed APR 15 1988
1st amendment filed
NR

GENERAL PARTNER:

Picerne Investment Corporation 75 Lambert Lind Highway
Warwick, RI 02886

LIMITED PARTNERS:

Eustace T. Pliakas,
and
134 Blackstone Blvd.
Providence, RI

Robert DeBlois, as
Trustees of that certain
trust agreement of
Ronald R.S. Picerne dated
January 30, 1980 and
entitled "Irrevocable Trust
Agreement No. 2"

Gloria M. Rossi 81 Knollwood Avenue
Cranston, RI

SUBSTITUTE LIMITED PARTNER

Picerne Investment Corporation 75 Lambert Lind Highway
Warwick, RI 02886

3. Article "VI" of the Certificate is amended to read as follows:

"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 following sums:

Name of Limited Partner	Cash
	\$55,000.

Eustace T. Plaikas and Robert DeBlois, as Trustees of that certain trust agreement of Ronald R.S. Picerne dated January 30, 1980 and entitled "Irrevocable Trust Agreement No. 2"

Gloria M. Rossi

(Ms. Rossi acquired her limited partnership interest from PICERNE INVESTMENT CORPORATION. As assignee, Ms. Rossi is not required to make any contribution to the partnership.

SUBSTITUTE LIMITED PARTNER

Picerne Investment Corporation

(As assignee, Picerne Investment Corporation is not required to make any contribution to the partnership)

4. Article "IX" of the Certificate is amended to read as follows:

"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: Each limited partner shall, by reason of his contribution, receive the following percentage of the partnership profits and losses as of March 11, 1986: Eustace T. Pliakas and Robert DeBlois, as Trustees of that certain trust agreement of Ronald R.S. Picerne dated January 30, 1980 entitled "Irrevocable Trust Agreement No. 2", are to receive 42% of the partnership profits and losses; The substitute Limited Partner, Picerne Investment Corporation is to receive 4% of the partnership profits and losses; and Gloria M. Rossi is to receive 4% of the partnership profits and losses.

In Testimony Whereof, We have hereunto set our hands and stated our residences as of the 1st day of March, A.D. 1986.

Picerne Investment Corporation

75 Lambert Lind Highway
Warwick, RI 02886

Gloria M. Rossi

81 Knowlwood Avenue
Cranston, RI 02910

Eustace T. Pliakas, Trustee

c/o Tillinghast, Collins &
Graham
Old Stone Square
Providence, RI 02903

Robert DeBlois, Trustee

c/o Tillinghast, Collins &
Graham
Old Stone Square
Providence, RI 02903

GENERAL PARTNER

Picerne Investment Corporation

By: K A R SVP
Kenneth A. Picerne

LIMITED PARTNERS

Gloria M. Rossi
Gloria M. Rossi

Eustace T. Pliakas, Trustee

Robert DeBlois, Trustee

SELLING LIMITED PARTNER

Arthur L. Kramer

SUBSTITUTE LIMITED PARTNER

Picerne Investment Corporation

By: K A R SVP
Kenneth A. Picerne, SVP

AMENDED AND RESTATED CERTIFICATE OF
LIMITED PARTERSHIP OF HARTFORD AVENUE ASSOCIATES

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 HARTFORD AVENUE ASSOCIATES, a limited partnership formed by a Certificate of Limited Partnership filed with the Secretary of State of Rhode Island on February 16, 1971 and amended by a First Amendment to the Certificate of Limited Partnership filed with the Secretary of State of Rhode Island on March 19, 1980 and further amended by a Second Amendment to the Certificate of Limited Partnership filed with the Secretary of State of Rhode Island on September 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: HARTFORD AVENUE ASSOCIATES.

"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 certain real property located on the southwesterly side of Hartford Avenue in the City of Johnston, State of Rhode Island.

"III. The location of the principal place of business of the partnership is: 1265 Reservoir Avenue in the City of Cranston, State of Rhode Island.

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

GENERAL PARTNERS:

PICERNE INVESTMENT
CORPORATION

1265 Reservoir Avenue
Cranston, Rhode Island

LIMITED PARTNERS:

Eustace T. Pliakas,
and

134 Blackstone Blvd.
Providence, Rhode Island

Robert DeBlois, as
Trustees of that cer-
tain trust agreement
of Ronald R.S. Picerne
dated January 30, 1980
and entitled "Irrevo-
cable Trust Agreement
No. 2"

59 Orchard Drive
Cranston, Rhode Island

Arthur L. Kramer

1275 High Hawk Road
East Greenwich, Rhode Island

Gloria M. Rossi

81 Knollwood Avenue
Cranston, Rhode Island

"V. The term for which the partnership is to exist: From February 12, 1971, until March 31, 2013 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 following sums:

Name of Limited Partner

Cash

\$55,000.

Eustace T. Pliakas and Robert DeBlois, as Trustees of that certain trust agreement of Ronald R.S. Picerne dated January 30, 1980 and entitled "Irrevocable Trust Agreement No. 2"

(Said Trustees acquired the limited partnership interest from WESTMINSTER PROPERTIES, INC., which made a contribution of \$55,000. As assignees, said Trustees are not required to make any contribution to the partnership.)

Arthur L. Kramer

(Mr. Kramer acquired his limited partnership interest from PICERNE INVESTMENT CORPORATION. As assignee, Mr. Kramer is not required to make any contribution to the partnership.)

Gloria M. Rossi

(Ms. Rossi acquired her limited partnership interest from PICERNE INVESTMENT CORPORATION. As assignee, Ms. Rossi is not required to make any contribution to the partnership.)

"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: Each limited partner shall, by reason of his contribution, receive the following percentage of the partnership profits and losses: Eustace T. Pliakas and Robert DeBlois, as Trustees of that certain trust agreement of Ronald R.S. Picerne dated January 30, 1980 entitled "Irrevocable Trust Agreement No. 2", are to receive 42% of the partnership profits and losses; Arthur L. Kramer is to receive 4% of the partnership profits and losses; and Gloria M. Rossi is to receive 4% of the partnership profits and losses.

"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 after May 31, 1985, except that any such assignment (i) is subject to a right of first refusal if it is to or for the benefit of any person other than the spouse, parents, brothers, sisters, children and/or grandchildren of the limited partner, and (ii) would not be effective if such assignment would violate the laws of any jurisdiction, or if, in the opinion of counsel for the general partner, 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 partner in its sole discretion consents to such substitution. In permitting any such substitution, the general partner may require that the transferee comply with such terms as the general partner deems 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 provided such admission does not result in the dilution of any limited partners' interest in the partnership.

"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, bankruptcy, or dissolution-of the--- general partner the partnership shall terminate.

"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 8th day of SEPTEMBER ,
1980.

<u>Name</u>	<u>Residence</u>
PICERNE INVESTMENT CORPORATION General Partner	1265 Reservoir Avenue Cranston, Rhode Island
By: <u>Arthur L. Kramer</u> SR. V.A.	
<u>Eustace T. Pliakas</u> , Trustee Limited Partner	134 Blackstone Blvd. Providence, Rhode Island
<u>Robert DeBlois</u> , Trustee Limited Partner	59 Orchard Drive Cranston, Rhode Island
<u>Arthur L. Kramer</u> Arthur L. Kramer Limited Partner	1275 High Hawk Road East Greenwich, Rhode Island
<u>Gloria M. Rossi</u> Gloria M. Rossi Limited Partner	81 Knollwood Avenue Cranston, Rhode Island

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In PROVIDENCE , in said County, this 8th day
of SEPTEMBER , 1980, there personally appeared before
me Arthur L. Kramer, to me known and known by me to be the

Senior Vice President of PICERNE INVESTMENT CORPORATION and the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said PICERNE INVESTMENT CORPORATION, and swore to the truth of the above.

Margaret D. Farrell
Notary Public

My Commission Expires
June 30, 1981

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In PROVIDENCE, in said County, this ^{15th ↓} 23rd day of ~~SEPTEMBER~~, 1980, there personally appeared before me Eustace T. Pliakas and Robert DeBlois, known to me and known by me to be the parties executing the foregoing instrument, and each acknowledged said instrument by him subscribed to be his free act and deed and swore to the truth of the above.

Margaret D. Farrell
Notary Public

My Commission Expires
June 30, 1981

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In PROVIDENCE, in said County, this ^{8th} day

of SEPTEMBER , 1980, there personally appeared before me Arthur L. Kramer and Gloria M. Rossi, known to me and known by me to be the parties executing the foregoing instrument, and each acknowledged said instrument by him or her subscribed to be his or her free act and deed and swore to the truth of the above.

Margaret D. Jansel
Notary Public

My Commission Expires
June 30, 1981

✓
AMENDED AND RESTATED
CERTIFICATE OF LIMITED
PARTNERSHIP OF
HARTFORD AVENUE ASSOCIATES

.....50.00
268 8506A14.....50.0081

TILLINGHAST, COLLINS & GRAHAM
COUNSELLORS AT LAW
2000 HOSPITAL TRUST TOWER
PROVIDENCE, RHODE ISLAND 02903

SEP 26 1980