

Filing Fee: \$50.00

# State of Rhode Island and Providence Plantations

## CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That we, 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, do execute the following Certificate of Limited Partnership:

FIRST. The name of the partnership shall be J.C.H. ENTERPRISES, L.P.

SECOND. The character of the business conducted by the partnership shall be

Real estate investments, development and/or rental

THIRD. The address of the specified office of the partnership is

73 Arbutus Trail, P.O. Box 1287, Charlestown, Rhode Island 02813

(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is

James C. Huggins

FOURTH. The names and residences of all members of the partnership, both general and limited, are as respectively designated. (Use Schedule A if space below is not sufficient.)

### General Partners

### Residence

(NO STREET, CITY OR TOWN, STATE)

James C. Huggins

73 Arbutus Trail, P.O. Box 1287, Charlestown, RI

### Limited Partners

### Residence

(NO STREET, CITY OR TOWN, STATE)

Victor J. Orsinger

53 High St., Westerly, RI 02891

William A. Nardone

53 High St., Westerly, RI 02891

FIFTH. The following items listed immediately below shall be the contribution of each partner. (Use Schedule A if space below is not sufficient.)

Name of Partner	Cash	Property other than Cash	Value
James C. Huggins	\$10.00		
Victor J. Orsinger	\$10.00		
William A. Nardone	\$10.00		

and the items listed immediately below shall be the future contributions, agreed to be made by each partner. (Use Schedule A if space below is not sufficient.)

Name of Partner	Cash	Property other than Cash	Value
N/A			

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be N/A

SEVENTH. Provisions (if any) for the power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power. See attached copy of partnership agreement.

EIGHTH. If agreed upon, the time at which or the events on the happening of which a partner may terminate his/her/its membership in the limited partnership and the amount of, or the method of determining the distribution to which a partner may be entitled respecting his/her/its partnership interest, and the terms and conditions of the termination and distribution.....

See attached copy of partnership agreement.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership..... See attached copy of partnership agreement.

TENTH. The right (if any) of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contributions

See attached copy of partnership agreement.

ELEVENTH. The time (if any) at which or events (if any) upon the happening of which the limited partnership is to be dissolved and its affairs wound up.....

See attached copy of partnership agreement.

TWELFTH. The right (if any) of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner.....

See attached copy of partnership agreement.

P.

THIRTEENTH. Other matters as the partners have determined to include herein

(Use Schedule A if space below is not sufficient.)

See attached copy of partnership agreement.

In Testimony Whereof, We have hereunto set our hands and stated our residences this

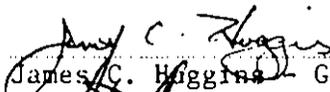
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day of January A.D. 19 88

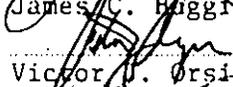
Name

Residence

(NO STREET, CITY OR TOWN, STATE)

  
James C. Higgins - General Partner

73 Arbutus Trail  
P.O. Box 1287 Charlestown, RI 02813

  
Victor J. Orsinger - Limited Partner

34 Elm St., Westerly, RI 02891

  
William A. Nardone - Limited Partner

108 East Ave., Westerly, RI 02891

J.C.H. ENTERPRISES, L.P.  
LIMITED PARTNERSHIP AGREEMENT  
(AMENDED AND RESTATED)  
JANUARY 1, 1988

AGREEMENT of Limited Partnership made as of January 1, 1988 between JAMES C. HUGGINS of Charlestown, Rhode Island (hereafter referred to as "Huggins" or as the "General Partner") and VICTOR J. ORSINGER of Westerly, Rhode Island (hereafter referred to as "Orsinger" or a "Limited Partner") and WILLIAM A. NARDONE of Westerly, Rhode Island (hereafter referred to as "Nardone" or a Limited Partner").

RECITALS

1. Huggins, Orsinger and Nardone have been partners in an existing general partnership named J.C.H. Enterprises for periods ending December 31, 1987.

2. Huggins, Orsinger and Nardone desire to amend the J.C.H. Enterprises Partnership agreement to convert the partnership to a limited partnership.

3. Huggins, Orsinger and Nardone desire to convert the interests of Orsinger and of Nardone from general partners to limited partners effective as of January 1, 1988 and to retain Huggins as the sole remaining general partner.

In consideration of the mutual covenants contained herein, the parties agree as follows:

A. The partnership agreement of J.C.H. Enterprises shall be and hereby is amended to change the partnership to a limited partnership and to change its name to J.C.H. Enterprises, L.P., all as hereafter more specifically set forth.

B. Huggins shall be the sole General Partner of the partnership and Orsinger and Nardone shall become Limited Partners of the partnership effective January 1, 1988.

C. The percentage interests of each of the partners, whether general or limited partners, shall be and remain the same as prior to this amendment; i.e. 33-1/3% each.

D. The foregoing changes shall be and hereby are set forth in the following Amended and Restated Limited Partnership Agreement which also contains other changes to the partnership agreement which have been agreed to by the parties hereto:

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT  
J.C.H. ENTERPRISES, L.P.

1. General Provisions. This limited partnership is organized pursuant to the provisions of Chapter 13 of Article 7 of the Rhode Island General Laws, and the rights and liabilities of the general and limited partners shall be as provided therein, except as herein otherwise expressly stated.

2. Name of Partnership. The name of the partnership shall be J.C.H. Enterprises, L.P., herein referred to as the partnership.

3. Business of Partnership. The purpose of the partnership is to acquire (by lease, purchase or otherwise), develop, improve, own, maintain, operate, lease, sell, manage and otherwise deal with that certain real estate described in Exhibit A attached hereto and such other property as the general partners may from time to time determine.

4. Principal Place of Business. The principal place of business of the partnership shall be at Arbutus Trail, P.O. Box 1287, Charlestown, Rhode Island 02813. The partnership shall also have other places of business as from time to time shall be determined by the general partners.

5. Capital Contributions of General Partner. The General Partner has heretofore contributed Ten Dollars (\$10.00) to the original capital of the partnership.

6. Capital Contribution of Limited Partners. The Limited Partners have heretofore each contributed Ten Dollars (\$10.00) to the original capital of the partnership.

Receipt of the capital contributions from the the General and Limited Partners as specified above is acknowledged by the partnership. No Limited Partner has agreed to contribute any additional cash or property as capital for use of the partnership.

7. Duties and Rights of Partners. The General Partner shall diligently apply himself in and about the business of the partnership to the utmost of his skill devoting such time as the General Partner deems reasonable. No General Partner shall engage directly or indirectly in any business similar to the business of the partnership at any time during the term hereof without obtaining the written approval of any other general partners.

No limited partner shall have any right to be active in the conduct of the partnership's business, nor have power to bind the partnership in any contract, agreement, promise, or undertaking.

8. Limitations on Distribution of Profits. The General Partner shall have the right, except as hereinafter provided, to determine whether from time to time partnership profits shall be distributed in cash or shall be left in the business, in which event the capital account of all partners shall be increased.

9. Profits and Losses for Limited Partners. Limited partners shall be entitled to receive a share of the annual net profits equivalent to their share in the capitalization of the partnership.

Limited partners shall each bear a share of the losses of the partnership equal to the share of profits to which each limited partner is entitled. The share of losses of each limited partner shall be charged against the limited partner's capital contribution.

Limited partners shall at no time become liable for any obligations or losses of the partnership beyond the amounts of their respective capital contributions.

10. Profits and Losses for General Partners. After provisions have been made for the shares of profits of limited partners, all remaining profits of the partnership shall be allocated to the General Partner. After giving effect to the share of losses chargeable against the capital contributions of limited partners, the remaining partnership losses shall be borne by the General Partner.

11. Books of Accounts. There shall be maintained during the continuance of this partnership an accurate set of books of accounts of all transactions, assets and liabilities of the partnership. The books shall be balanced and closed at the end of each year, and at any other time on reasonable request of the general partners. The books are to be kept at the principal place of business of the partnership and are to be open for inspection by any partner at all reasonable times. The profits and losses of the partnership and its books of accounts shall be maintained on a calendar year basis, terminating annually on December 31, unless otherwise determined by the general partners.

12. Substitutions, Assignments and Admission of Additional Partners. The General Partner shall not substitute a partner in his place nor sell or assign all or any part of his interest in the partnership business without the written consent of the other partners.

Additional limited partners may be admitted to this partnership on terms that may be agreed on in writing between the General Partner and the new limited partners. The terms so stipulated shall constitute an amendment to this partnership agreement.

No limited partner may substitute an assignee as a limited partner in his place; but the person or person entitled by rule or by intestate laws, as the case may be, shall succeed to all the rights of limited partner as a substituted limited partner.

13. Termination of Interest of Limited Partner; Return of Capital Contribution. The interest of any limited partner may be terminated by (1) dissolution of the partnership for any reason as provided herein, (2) the agreement of all partners or (3) the consent of the personal representative of a deceased limited partner and the partnership.

On the termination of the interest of a limited partner there shall be payable to that limited partner, or his estate, as the case may be, a sum to be determined by all partners, which sum shall not be less than the capital account of the limited partner as shown on the books at the time of the termination, including profits or losses from the last closing of the books of the partnership to the date of the termination, when the interest in profits and losses terminated. The amount payable shall be an obligation payable only out of partnership assets and, at the option of the partnership, may be paid within five (5) years after the termination of the interest, provided that interest at the rate of nine percent (9%) shall be paid on the unpaid balance.

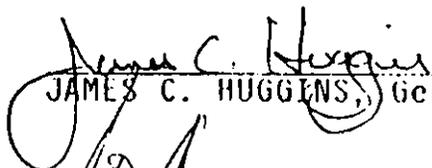
14. Term of Partnership and Dissolution. The partnership term originally commenced May 29, 1987 as a general partnership and as of January 1, 1988 as a limited partnership, and shall end on (1) the dissolution of the partnership by operation of law, (2) dissolution at any time designated by the general partner or (3) dissolution at the close of the month following the qualification and appointment of the personal representative of last surviving general partner.

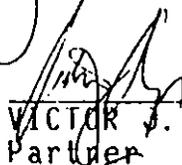
15. Payment for Interest of Deceased General Partner. In the event of the death of a general partner there shall be paid out of the partnership's assets to decedent's personal representative for decedent's interest in the partnership, a sum equal to the capital account of decedent as shown on the books at the time of his death, adjusted to reflect profits or losses from the last closing of the books of the partnership to the day of his death.

16. Amendments. This agreement, except with respect to vested rights of partners, may be amended at any time by a majority vote as measured by the interest and the sharing of profits and losses.

17. Binding Effect of Agreement. This agreement shall be binding on the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement at Westerly, Rhode Island the day and year first above written.

  
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JAMES C. HUGGENS, General Partner

  
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VICTOR J. ORSINGER, Limited Partner

  
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WILLIAM A. NARDONE, Limited Partner

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