

Filing Fee: \$100.00



State of Rhode Island and Providence Plantations

OFFICE OF THE SECRETARY OF STATE

100 NORTH MAIN STREET  
PROVIDENCE, RHODE ISLAND  
02903-1335

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 7-13-8 of the General Laws of Rhode Island, do execute the following Certificate of Limited Partnership:

FIRST The name of the partnership shall be

MARTINEZ-RODRIGUEZ & ASSOCIATES. "LIMITED PARTNERSHIP"

SECOND: The address of the specified office of the partnership is

45 MITCHELL ST. PROVIDENCE RI 02907

(NO STREET, CITY OR TOWN IN RHODE ISLAND)

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

RAFAEL RODRIGUEZ

THIRD: The name and business address of each general partner:

General Partners

Residence  
(NO STREET CITY OR TOWN STATE)

RAFAEL RODRIGUEZ

45 MITCHELL ST. PROVIDENCE RI 02907

ANTONIO MARTINEZ

47 MITCHELL ST. PROVIDENCE RI 02907

FOURTH: The mailing address for the limited partnership

45 MITCHELL ST. PROVIDENCE RI 02907

FIFTH: The latest date upon which the limited partnership is to dissolve

10/26/2094.

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SIXTH: Any other matters the partners determine to include therein

(Use Schedule A if space below is not sufficient )

PREFER TO AGREEMENT ATTACH.

In Testimony Whereof, We have hereunto set our hands and stated our residences this  
26th day of OCTOBER A.D. 1994

Signature(s) of all general Partners named therein

Rafael Rodriguez  
antonio martinez

State of RHODE ISLAND

County of PROVIDENCE

} Sc.

At PROVIDENCE - RI in said county on the 26th day of OCTOBER  
1994, before me personally appeared RAFAEL RODRIGUEZ MANAGING PARTNER  
who being by me first duly sworn, declared that he/she is the MANAGING PARTNER of  
MARTINEZ-RODRIGUEZ & ASSOCIATE that he/she signed the foregoing document as such  
MANAGING PARTNER of the corporation, and that the statements therein are true.

Leon Fepeda  
Notary Public

## **PARTNERSHIP AGREEMENT**

**AGREEMENT** made this 14th day of October, 1994, by and between **Rafael Rodriguez** of Providence, Rhode Island, and **Antonio Martinez** of Providence, Rhode Island.

**1. PURPOSE.** the parties hereby form Partnership under the name of Martinez-Rodriguez & Associate, for the purpose of owning, developing, operating, and dealing with real and personal property of any kind or description, or for any legal purpose.

The Partnership may engage in any an all other activities as may be necessary, incidental or convenient to carry out the business of the Partnership as contemplated by this Agreement.

**2. PLACE OF BUSINESS.** The principal office of the Partnership shall be located at 45 Mitchell Street , Providence, Rhode Island 02907, USA

**3. TERM.** The Partnership shall commence upon the execution of this Agreement, and shall continue until terminated as herein provided.

**4. CAPITAL CONTRIBUTIONS.** The amount of the initial contribution to the capital of the Partnership and any subsequent additions to Partnership capital shall be determined by the partners.

**5. PERCENTAGE INTERESTS.** The percentage interest owned by each Partner in the Partnership ("Percentage Interest") shall be as follows:

**Rafael A. Rodriguez**.....50%

**Antonio Martinez**.....50%

**6. CAPITAL ACCOUNTS.** A capital account shall be established for each Partner making capital contributions to the Partnership, and for the transferee of all or part of any partner's Percentage Interest. The account shall be credited with the amount of such capital contributions and with the Partner's share of Partnership income, gains, and profits. Each Partner's capital account shall be debited with that Partner's share of losses, and Partnership distributions.

15 OCT 1994 8 10AM  
15 OCT 1994 8 10AM

**7. ALLOCATION OF PROFIT OR LOSSES.** The Partnership income, expense, gain, and loss, including, but not limited to, depreciation, investment tax credits, and other non-cash items, shall be allocate among the Partners pro-rata in the proportion to their respective Percentage Interests in the Partnership.

**8. DISTRIBUTION.** After adequate provision has been made for payment of Partnership obligations, distributions of Partnership funds shall be made at such times shall be determined by the partners pro-rata in proportion to their Percentage Interests in the Partnership. No partner shall, except with the written consent thereto of all Partners, be entitled to the return of his capital contributions, or any part thereof, except as otherwise expressly provided herein.

**9. SALARIES AND DRAWINGS.** No partner shall receive any salary for services rendered to the Partnership. No additional share of profits shall inure to any Partner by reason of his capital or income of the others.

**10. INTEREST.** No interest shall be paid on the initial contributions to the capital of the Partnership or on any subsequent contributions of capital.

**11. POWERS.** The Partnership is authorized:

(a) To purchase, receive, take by grant, gift, devise bequest or otherwise, lease or otherwise acquire, own, hold, personal property, or any interest therein, whatever situated;

(b) To sell, convey, lease, exchange, transfer, or otherwise dispose of, or mortgage, pledge, encumber, or create a security interest in, all or any of its property, or any interest therein, whatever situated;

(c) To make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the Partners may determine, issue its notes, bonds, securities and other obligations, and secure any of its obligation by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interest therein, whatever situated; and

(d) To have exercise all powers necessary or convenient to effect lawfully any or all of the purposes for which the Partnership has been formed, and to take all action and to execute any and all contracts, documents or instruments, and any & all changes or amendments thereto, which the Partners shall deem appropriate to carry out the purposes for which the Partnership has been formed.

**12. MANAGEMENT, DUTIES, AND RESTRICTIONS.** The Partners shall have equal rights in the management of the Partnership business, and each Partner shall devote such time to the management and operation of the business as is reasonably necessary. No Partner shall, without the consent of all of the partners, endorse any note, or at an accommodation party, or otherwise become surety for an person which shall have the effect of bidding the Partnership thereby. No Partner shall on behalf of the Partnership

without the consent of all the other partners, borrow, or lend money, or make, deliver or accept any commerce, paper, or execute any mortgage security Agreement, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Partnership. No partner shall, except with the consent of all of the other partners, assign, mortgage, grant a security interest in, or sell his share in the partnership or in its capital assets or property, or enter into any Agreement as a result of which any person shall become interested with him in the Partnership, or do any act detrimental to the best interests of the partnership or which would make it impossible to carry on the ordinary business of the partnership.

**13. MANAGEMENT.** [For 3 or more Partners] The business of the Partnership shall be under the general management of the Partners, who shall have full power to take all actions in connection with Partnership business and to exercise complete control and discretion with respect to Partnership business, except with respect to the powers and duties specifically conferred on the managing Partner here under. The approval of the Partners holding at least 55% of all Percentage Interests shall be required to authorize any action which the Partners may take under the terms of this Agreement.

**14.** In general the duties of the partners will be delegated as follows:

Managing Partner- *Rafael A. Rodriguez*  
General Partner-*Antonio Martinez*

**15. MANAGING PARTNER.** The partners shall appoint a Managing Partner who shall have such powers and duties as are specifically stated herein and such powers and duties of the Partners. The Managing Partner shall also be responsible for conducting the routine business affairs of the Partnership. No delegation of responsibility by the general Partners to the Managing Partner shall relieve the General Partners of their obligations hereunder. **Rafael A. Rodriguez** shall be the initial Managing partner, and he shall serve for a minimum period of one of the appointment of a successor Managing Partner by the General Partners. The Managing Partner may hire employees, agents, independent contractors and other third parties to conduct Partnership business. The Managing Partner shall be entitled to indemnity from the Partnership for any act performed by him within the scope of the authority conferred on him by this Agreement, except for acts of malfeasance, gross negligence or misrepresentation, provided that any indemnity under this Section shall be paid out of and to the extent of Partnership assets only.

**16. BANKING.** All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by both Partner(s).

**17. BOOKS.** The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The books shall be kept on a fiscal year basis, and shall be closed and balanced at the end of each fiscal year.

**18. VOLUNTARY TERMINATION.** The partnership may be dissolved at any time by Agreement of the Partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the partnership.

The assets of the partnership business shall be used and distributed in the following order:

- (a) To pay all partnership liabilities owing to creditors other than partners;
- (b) To pay all liabilities owing to the Partners other than for capital or profits.

Rafael Rodriguez  
Signature

10/26/94  
Date

Antonio Martinez  
Signature

10/26/94  
Date

State of .....Rhode Island  
County of..... Providence

At Providence, Rhode Island, in said county on the 26th day of October, 1994,  
Then personally appeared Rafael Rodriguez and Antonio Martinez,  
who being by me first duly sworn, declared that they are the partners who known to me,  
signed or acknowledge the foregoing agreement as their free act and deed, Before me :

Leon F. Fagola  
Notary Public  
My Commission Expires on 08/17/96