

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 Spring House of Block  
Limited  
Island Partnership

SECOND. The character of the business conducted by the partnership shall be  
The acquisition, development, and sale of real estate located  
in the Town of New Shoreham, County of Washington, State  
of Rhode Island known as the Spring House Property

THIRD. The address of the specified office of the partnership is Dean Street  
Development, 622 Elmwood Avenue, 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 Peter Brandon

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**  
Dean Street Development,  
R.I. General Partnership

**Residence**  
(NO STREET, CITY OR TOWN, STATE)  
622 Elmwood Ave., Providence, RI 02907

Peter Brandon  
Thomas Graul  
Brian K. Morris

24 Ringgold St., Providence, RI 02903  
102 Emerson St., So. Boston, MA 02127  
417 East 8th St., So. Boston, MA 02127

**Limited Partners**  
Joseph A. Priestley, Jr.  
Steven Shulman  
Marie Calder  
Ronald A. Porter  
CGK, a Massachusetts General Partnership  
Clinton L. Wright  
Robert Halkyard  
Edward D. Feldstein, Agent for Novius IX

**Residence**  
(NO STREET, CITY OR TOWN, STATE)  
6 Robin Way, Westerly, RI 02891  
320 Oxford Rd., New Rochelle, NY 10801  
94 Corey St., West Roxbury, MA 02132  
80 Carter Drive, Framingham, MA 01701  
153 M. Street, So. Boston, MA 02127  
126 Pierce Ave., E. Greenwich, RI  
50 Sunset Dr., Seekonk, MA  
350 Taber Avenue, Providence, RI

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 Exhibits A, B and C attached hereto

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership ..... see Exhibit D attached hereto

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 Exhibit D attached hereto

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 upon sale of all the .....  
property of the limited partnership or with the consent of all the .....  
partners.

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 Exhibits A and C  
attached hereto

EXHIBIT A

12. SUBSTITUTIONS, ASSIGNMENTS AND ADMISSION OF ADDITIONAL PARTNERS. A general partner shall not substitute a partner in his place, nor sell nor assign all or any part of his interest in the limited partnership business without the written consent of the limited partners.

Additional limited partners may be admitted to this limited partnership on terms that may be agreed on in writing by the existing general partners and the new limited partner subject to the restrictions to this power set forth in Paragraph 9 above. 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 persons entitled by rule or by intestate laws, as the case may be, shall succeed to all the rights of the limited partner as a substituted limited partner.

EXHIBIT C

14. DEATH OF A GENERAL PARTNER. The death of a general partner during the term of the limited partnership shall not terminate the limited partnership. If a general partner shall die, his executors or administrators, or if he shall become incompetent his guardian or legal representative, shall have the same rights that such general partner would have had if he had not died or had not become incompetent except such rights set forth in Paragraphs Seven and Eight hereof, and the share of such general partner in the assets of the limited partnership shall be subject to the terms, provisions, and conditions of this Agreement as if such general partner had not died or become incompetent.

EXHIBIT B

13. DEATH OF A LIMITED PARTNER. The death of a limited partner during the term of the limited partnership shall not terminate the limited partnership. If a limited partner shall die, his executors or administrators, or if he shall become incompetent his guardian or legal representative, shall have the same rights that such limited partner would have had if he had not died or had not become incompetent, and the share of such limited partner in the assets of the limited partnership shall be subject to the terms, provisions, and conditions of this Agreement as if such limited partner had not died or become incompetent.

EXHIBIT D

9. DETERMINATION AND ALLOCATION OF PROFITS AND LOSSES.

a. Generally. The profits and losses of the limited partnership shall be determined for each fiscal year by the regular accountant for the limited partnership in accordance with the accounting method and principles followed by the limited partnership for Federal income tax purposes and, further, to the extent consistent therewith, in accordance with generally accepted accounting principles applied in a consistent manner.

b. Allocations and Distributions of Cash and Profits. (1) For purposes of this section, "Cash" shall mean (a) the amount or portion of the cash received by or remaining with the limited partnership from the proceeds of any loan made to or obtained by the limited partnership (whether as or from new financing or the refinancing of the indebtedness of the limited partnership) after the payment or the provision for the payment of all costs and expenses incurred by the limited partnership in connection with such loans after the payments made and required to be made under the prior indebtedness of the limited partnership (other than the prior indebtedness of the limited partnership to the general partners, which is hereinafter provided for) or encumbrance against the property in

new mortgaging or partial sale, and after the deduction or retention of such sums as the general partners deem reasonably necessary to be retained for the conduct of the business of the limited partnership ("Cash from Financing"); (B) the amount or portion of the cash received by or remaining with the limited partnership from the proceeds of any sale, exchange, condemnation or other disposition of the property or other capital asset of the limited partnership or damage or destruction of the property or other capital asset of the limited partnership (including, without limitation, any installment, interest on installment, or interest on principal in the event of an installment sale) or from the proceeds of policies of insurance received by the limited partnership for or as a result of damage or destruction of the property or other capital assets other than the proceeds of any business or rental interruption insurance (to the extent that such proceeds exceed the actual or estimated costs of repairing or replacing the property or other assets damaged or destroyed) after the payment or provision for the payment of all costs and expenses incurred by the limited partnership in connection with such sale or the receipt of such insurance proceeds, as the case may be, after the payments made or required to be made on any prior indebtedness of the limited partnership or encumbrance

against the property in connection with such sale, and after the deduction or retention of such sums as the general partners deem reasonably necessary to be retained for the conduct of the business of the limited partnership ("Cash from Sales"); and (C) the excess of cash revenue from the operation of the property (other than Cash from Sales and Cash from Financings but including proceeds of any business or rental interruption insurance) over cash disbursements without deduction for capital cost recovery deductions, but with deduction for cash reserves for repairs, replacements, contingencies and anticipated obligations (including debt service, capital improvements and replacements), as determined by the general partners. Cash and the profits of the limited partnership shall be distributed as follows:

(i) First, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the limited partnership, including loans or advances from the limited partners, but excluding loans or advances from the general partners;

(ii) Second, to the creation of any reserves which the general partners may deem reasonably necessary for the payment of contingent liabilities of the limited partnership;



(iii) Third, to the limited partners an amount equal to the amount of their paid-in capital contribution less any amounts previously distributed to the limited partners pursuant to this sub-paragraph (iii);

(iv) Fourth, to the discharge of any debt and obligation of the limited partnership to the general partners;

(v) Fifth, to the general partners an amount equal to the amount of their paid-in capital contribution, less any amounts previously distributed to the general partners pursuant to this sub-paragraph (v).

(2) To the extent there remains any Cash to be distributed, the distribution should be made to the limited partners and to the general partners in the proportions set forth in the Memorandum of Partnership Interest executed by the partners.

c. Allocation of Losses. The losses of the limited partnership shall be determined as of the end of each fiscal year and allocated as of that date to Partners according to the portion of the fiscal year for which a Partner was such, as follows:

Losses shall be allocated to the limited partners and to the general partners in the proportion set forth in the "Memorandum of Capital Contribution" until their

aggregate capital contributions are reduced to zero and the balance in all Partners' capital accounts are reduced to zero, then allocated to the limited partners and to the general partners in the proportion set forth in the "Memorandum of Partnership Interest".

d. Liquidating Distributions. The net cash proceeds of a sale, exchange or other disposition of all or substantially all of the limited partnership's property constituting a dissolution of the limited partnership shall be applied as follows:

- (1) First to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the limited partnership, including loans or advances from the limited partners, but excluding loans or advances from the general partners;
- (2) Second, to the creation of any reserves which the general partners may deem reasonably necessary for the payment of contingent liabilities of the limited partnership;
- (3) Third, to the limited partners an amount equal to the amount of their paid-in capital contribution less any amounts previously distributed to the limited partners pursuant to this sub-paragraph (3) or pursuant to sub-paragraph 9(b)(1)(iii).

(4) Fourth, to the discharge of any debt and obligation of the limited partnership to the general partners;

(5) Fifth to the general partners an amount equal to the amount of their paid-in capital contribution, less any amounts previously distributed to the general partners pursuant to the sub-paragraph (5) or pursuant to sub-paragraph 9(b)(i)(v).

(6) Sixth, To the limited partners and to the general partners in the proportions set forth in the Memorandum of Partnership Interest executed by the Partners.

e. Recapture. Any recapture of tax credits or depreciation on sale or other disposition of the Property shall be allocated in the same manner and ratio as said credits and/or depreciation were previously allocated to the partners.

f. Taxable Income. Taxable income shall be allocated to the general partners in the ratio it is intended they receive distributions.

41641 5-1987  
Sc

56

**LAW**

Offices of  
Alexander G. Walsh

Ship's Chandlery Building  
366 Thames Street  
P.O. Box 755  
Newport, Rhode Island 02840  
401 847 8580

APR 21 1987

April 16, 1987

Joseph Priestly, Esq.  
24 Salt Pond Road  
Suite D  
Wakefield, RI 02879

Dear Mr. Priestly,

This is to advise you that my client Spring House, Inc. does hereby allow your client to use the name Spring House of Block Island Limited Partnership, and you may use this letter to effectuate same with the Secretary of State of the state of Rhode Island.

Very truly yours,

  
Alexander G. Walsh

AGW/bp

Alexander G. Walsh

06/17/87 PAID 0045A001  
8F50 50:8  
CHEK

JUN 15 1987  
SC

06/17/87 PAID 0045A001  
CHEK 58:88

JUN 15 1987  
Sa