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HILLSIDE VILLAGE ASSOCIATES
AGREEMENT OF LIMITED PARTNERSHIP

AGREEMENT OF LIMITED PARTNERSHIP, made as of the *18th* day
of *October*, 1978, by and among LEO H. TELLIER residing at 14
Kennedy Blvd., Lincoln, Rhode Island, as General Partner, and PAUL P.
BAILLARGEON residing at Wildwood Road, Forestdale, Rhode Island, as Limited
Partner (the General Partner and the Limited Partner being sometimes here-
inafter referred to collectively as the "partners");

W I T N E S S E T H :

1. Formation: The parties hereto do hereby form a limited partnership pursuant to the provisions of Chapter 13 of Title 7 of the General Laws of Rhode Island.
2. Name. The business of the partnership shall be conducted under the firm name of Hillside Village Associates.
3. Term. The partnership shall commence on the date of the filing for record of the Certificate of Limited Partnership in the office of the Secretary of State of the State of Rhode Island, and shall continue until terminated as hereinafter provided.
4. Purpose. The purpose of the Limited Partnership is to acquire for investment fee title to that certain parcel of real property with improvements thereon, located on Manville Hill Road, Cumberland, Rhode Island, more particularly described in Schedule A attached hereto and hereby incorporated herein, and to construct, hold, own, improve, operate, manage, service, lease, mortgage and encumber the same and otherwise deal with the same as owner thereof, and to acquire additional real and personal property to the extent necessary and appropriate to carry out the foregoing purposes.
5. Principal Office. The principal place of business of the partnership shall be at 800 Providence Street, Woonsocket, Rhode Island, but other or additional places of business may be selected from time to time by the Partners.

6. Capital Contributions of the General Partner and Limited Partner.

6.1 The General Partner will contribute to the capital of the partnership at an agreed value of \$48,000 the real property described in Schedule A attached hereto and hereby made a part hereof, together with any and all improvements situated thereon.

The aforementioned contribution to the capital of the partnership shall be made by conveyance of the aforementioned real property by warranty deed to the partnership. Said contribution shall be credited on the partnership's books of account to the General Partner's "non-cash capital account".

6.2 The Limited Partner will contribute to the capital of the partnership the sum of \$48,000. No other cash is being contributed to the partnership by the Limited Partner. The liability of the Limited Partner is limited to his invested capital as aforementioned.

7. Additional Capital Contributions or Loans by the Partners.

7.1 The Limited Partner has not agreed to nor shall it be required to make any additional contributions to the capital of the partnership.

7.2 If the General Partner or the Limited Partner shall, upon mutual consent, make loans or lend money to the partnership or advance monies on its behalf, the amount of any such loan or advance shall not be an increase in his capital contribution or entitle him to any increase in his share of the contributions of this limited partnership, nor subject him to any greater proportion of the losses which it may sustain, but the amount of any such loan or advance shall be a debt due from this limited partnership to such partner, repayable upon such terms and conditions and bearing interest at such rates as shall be agreed upon by the advancing partner and the General Partner. Said interest shall be credited to the account of the Limited Partner or General Partner so lending money to the partnership or advancing money on its behalf.

8. Income and Losses.

8.1 For the purposes of this Agreement, the following terms shall have the respective meanings set forth below:

8.1.1 "Net income" and "net losses" shall mean the income or losses of the partnership from the operation and management of the partnership's property after operating expenses incurred in connection with the partnership business have been paid or provided for, but before making any allowance for amortization or depreciation of the cost of any property of the partnership.

8.1.2 The term "capital account" when used in respect to any partner (General or Limited), shall mean the initial capital contribution of such partner, increased by (i) the amount of all additional contributions, if any, to the capital of the partnership made by such partner, (ii) the amount of all net income credited to the account of such partner pursuant to Section 8.2, and (iii) the amount of any gain credited to the account of such partner pursuant to Article 12 or Section 20.3 hereof, and decreased by (a) the amount of all net losses charged to the account of such partner pursuant to Section 8.3, (b) the amount of all available net income distributed to such partner pursuant to Article 12, (c) the amount of all depreciation and amortization charged to the account of such partner pursuant to Article 9, (d) the amount of any proceeds distributed to such partner pursuant to Article 12, and (e) the amount of any loss charged to the account of such partner pursuant to Section 20.3.

8.2 All net income of the partnership shall be credited to the capital accounts of the partners in the proportions set opposite their respective names below.

<u>General Partner</u>	<u>Percentage</u>
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LEO H. TELLIER,	50%
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<u>Limited Partner</u>	
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PAUL P. BAILLARGEON	50%
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8.3 Net losses suffered by the partnership shall be debited to the accounts of, and borne by, the partners in the proportions as set forth in Section 8.2 hereof.

9. Amortization or Depreciation. Amortization or depreciation of all partnership property and assets (collectively "depreciation") shall be charged to the capital accounts of the partners in the proportions as set forth in Section 8.2 hereof.

10. Contribution of Appreciated Property. It is recognized that the adjusted basis for income tax purposes of the property contributed to this partnership of the General Partner may be less than the agreed value thereof. The partners desire (insofar as permitted by Section 704(c)(2) of the Internal Revenue Code and tax laws of the State of Rhode Island) to make provision for the allocation of (i) depreciation on the contributed property, and (ii) gain or loss on the sale of the contributed property, in such a manner so that the burden of the diminished basis of the property in the hands of the partnership shall be borne by the partners contributing the property (the General Partner) with a basis less than its agreed value, and to the extent permitted, the Limited Partner is placed in the same position that it would have been in if adjusted basis for income tax purposes of the property contributed to this partnership were equal to the agreed value of such property.

Accordingly, it is agreed that for the purpose of partnership accounting, depreciation and gain or loss, with respect to contributed property shall be shared in the same percentages as the partners share profits and losses as provided in Section 8.2 above. However, for the purpose only of adjusting income tax obligations among the partners, depreciation deductions and gain or loss on the sale of the contributed property shall be allocated among the partners in the following manner: Such item shall first be allocated among the General Partner contributing the property to the partnership and the Limited Partner upon principles similar to those set forth in Examples 1 and 2 of Section 1.704-1(c)(2)(f) of the Treasury Regulations under the Internal Revenue Code. The amount allocated to the General Partner pursuant to the preceding sentence shall be allocated equally between them.

Amortization (as opposed to depreciation) shall be shared for all purposes in the profit ratio.

As contemplated by the state and federal tax laws, the provi-

sions of this Article 10 do not alter in any way the manner in which the actual economic depreciation, gain or loss of this partnership shall be shared after such items are computed on the basis of the aforementioned agreed valuations. Rather, the provisions of this Article 10 pertain only to how partners shall report such depreciation and gain or loss which must or may be reported for income tax purposes.

11. Distribution of Available Net Income. As used in this Agreement, the term "available net income" for any year shall mean the excess, if any, of (a) the net income of the partnership for such year, over (b) all amounts paid or accrued in such year on account of the amortization of any debts of the partnership. The partnership's available net income shall be distributed to the partners in the proportions as specified in Section 8.2 hereof not less often than monthly.

12. Proceeds of Mortgage Refinancing, Partial Condemnation, Etc. 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 of sales of portions of the partnership property or interest therein, and other similar items which in accordance with generally accepted accounting practice are attributable to capital, shall, to the extent of any gain realized or loss incurred by reason thereof, be credited or charged, as the case may be, to the capital accounts of the partners in the proportions as specified in Section 8.2 hereof, and, to the extent that any such net proceeds are determined by the partners to be available for distribution, shall be distributed to the partners in such proportions.

13. Books and Records.

13.1 At all times during the continuance of the partnership, the General Partner shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each transaction of the partnership.

13.2 All of said books of account, together with an executed

copy of the Certificate of Limited Partnership and of any amendments thereto, shall at all times be maintained at the principal office of the partnership and shall be open to the inspection and examination of the partners or their representatives during reasonable business hours. Such books shall be kept on the basis of an accounting period consisting of the calendar year.

13.3 The General Partner agrees to send the Limited Partner (a) financial reports of the partnership, including a balance sheet and profit and loss statements, within 30 days after the close of each quarterly period of each calendar year, and (b) annual financial statements certified by independent certified public accountants indicating the share of each partner of the net income, net loss, depreciation and other relevant items of the partnership for such calendar year for Federal Income Tax purposes, within 60 days after the close of such calendar year.

14. Bank Accounts.

14.1 All funds of the partnership are to be deposited in the partnership name in such bank account or accounts as shall be designated by the General Partner.

14.2 Withdrawals from any such bank account or accounts shall be made only in the regular course of the partnership business and shall be made upon such signature or signatures as the partners may designate.

15. Management and Powers.

15.1 The management and control of the partnership business shall be exercised, and all decisions to be made by the partnership shall in all cases be made by the partners.

15.2 The General Partner shall possess and may enjoy and exercise all of the rights and powers of General Partners under the laws of the State of Rhode Island, including but not limited to the right and power to sell, lease, finance and operate the partnership real property; provided however, no exercise of the aforesaid powers shall be effected unless they are first approved in writing by the written consent of the partners, both General and Limited, owning at least seventy-five (75%) percent of the interest of this partnership. With respect to financing, the General

Partner shall have the right to mortgage, pledge, convey in trust or otherwise hypothecate the said real property and any other assets owned by the limited partnership to secure loans to the partnership, with consent of the Limited Partner, including for this purpose sale and leaseback of the partnership property; provided, however, that at no time shall aggregate indebtedness of the partnership (not including mortgage indebtedness) exceed \$50,000 without the written consent of the partners, both General and Limited, owning at least seventy-five (75%) percent of the interest of this partnership. Further, the General Partner shall have the right to procure secondary financing at the then best available terms and rates for the purposes of renovations, alterations and repairs of the improvements upon the said real property, with the consent of the Limited Partner.

16. Rights and Duties of Partners.

16.1 The General Partner agrees to devote to the partnership such of his time and to render such services as may be required for the efficient conduct of the business of the partnership.

16.2 It is expressly understood that the partners may engage in any other business investment or profession, including the ownership of or investment in real estate and the operation and management of real estate, and neither the partnership nor any of the partners thereof shall have any rights in and to said businesses, professions or investments, or the income or profits derived therefrom.

16.3 The partners may employ, on behalf of the partnership, such persons, firms or corporations as they, in their judgment, shall deem advisable in the operation and management of the business of the partnership, including, without limitation, such managing agents, accountants, attorneys, architects, engineers, appraisers and experts, on such terms and for such compensation, as the partners in their discretion shall determine.

16.4 No General Partner shall be liable, responsible or accountable in damages or otherwise to any of the partners for any acts performed by him within the scope of the authority conferred on him by this Agreement, or for his failure or refusal to perform any acts except those expressly

required by the terms of this Agreement so long as he acts in good faith and not with willful misconduct or gross negligence of his duties hereunder.

16.5 Except as otherwise expressly provided in this Agreement, no partner shall have the right to demand the return of his contribution to the capital of the partnership, or any part thereof, until the partnership has been dissolved and terminated, and no partner shall have the right to demand or receive property other than cash in return for his contribution. Each partner expressly waives the right (if any) to bring an action in any court for partition of any real property owned by the partnership.

17. Death, Bankruptcy, Insanity or Retirement of a General Partner.

17.1 The General Partner may elect to retire from the partnership upon giving at least 90 days' written notice of his intention so to do to the other partner. Such notice shall be effective to cause the dissolution of the partnership on the date fixed therein for the retirement of such General Partner.

17.2 In the event of the death, bankruptcy or insanity of a General Partner, the partnership shall be dissolved on the 90th day after the occurrence of such event.

18. Assignability of Partnership Interests.

18.1 The Limited Partner's interest may be assigned in whole or in part, but no assignee of the Limited Partner's interest shall have the right to become a substituted Limited Partner in place of his assignor unless:

- (a) the assignor shall designate in writing satisfactory to the General Partner his intention that his assignee is to become a substituted Limited Partner;
- (b) the General Partner consents in writing to the admission of the assignee as a substituted Limited Partner;
- (c) the assignee shall execute such instruments as the General Partner deems necessary or desirable to effect his admission as a substituted Limited Partner and to evidence

his acceptance of the terms of this Agreement; and

- (d) the assignee shall pay all reasonable expenses in connection with his admission as a substituted Limited Partner.

18.2 An assignee who does not become a substituted Limited Partner shall succeed only to the rights of his assignor to receive distributions from the Partnership as provided in this Agreement.

18.3 In the event that in accordance with the provisions of this Agreement the interest of a Limited Partner is assigned or transferred to two or more persons, trusts or charities, or a portion of the interest of a Limited Partner is assigned to one or more persons, trusts or charities, in computing (a) the amount of net income, net losses, gain or loss on sale of partnership property, depreciation and any other items to be credited or charged to the assignee or assignees, and (b) the amount of available net income, distributions upon liquidation of the partnership and other items to be distributed to the assignee or assignees, such computation shall be made as if there continued to be only the original Limited Partner, and the amount so arrived at in respect of the assignor Limited Partner shall then be divided between or among such Limited Partner and/or all the assignees of such Limited Partner in proportion to the percentage of the interest of such Limited Partner held by each.

19. Dissolution of the Partnership.

19.1 The partnership shall be terminated and dissolved upon the happening of any of the following events:

- (a) the death, bankruptcy, insanity or retirement of a General Partner if no General Partner remains;
- (b) the distribution of substantially all or the sale or abandonment of the business assets and properties of the partnership; or
- (c) the occurrence of any event which under the laws of the State of Rhode Island, causes the dissolution or termination of a limited partnership.

19.2 Upon any such voluntary dissolution, or upon any other

dissolution of the partnership in accordance with the provisions of this Agreement, the partnership shall immediately commence to wind up its affairs and shall then be liquidated as provided in Article 23 of this Agreement.

20. Gain, Loss and Distribution on Dissolution. Upon any dissolution or termination of the partnership:

20.1 The General Partner shall prepare or cause to be prepared a statement setting forth the assets and liabilities of the partnership as of the date of dissolution, and such statement shall be furnished to all the partners.

20.2 The assets of the partnership shall be liquidated as promptly as possible, but in an orderly and business-like manner so as not to involve undue sacrifice.

20.3 Any gain realized, or loss incurred, by the partnership upon the sale of its assets, shall be credited or charged to partners in the proportions as specified in Section 3.2 hereof.

20.4 The proceeds of sale and all other assets of the partnership shall be applied and distributed as follows, and in the following order of priority:

20.4.1 To the payment of the debts and liabilities of the partnership and the expenses of liquidation.

20.4.2 To the setting up of any reserves which the partners deem necessary for any contingent or unforeseen liabilities of the partnership;

20.4.3 Any surplus shall be distributed to all partners as set forth in the Uniform Limited Partnership Act of the State of Rhode Island. If it becomes absolutely necessary to make a distribution of partnership property in kind, due to the economic impracticability of liquidating the assets of the partnership, such property shall be transferred and conveyed to the General and Limited Partners so as to vest in each of them as a tenant-in-common an undivided interest in the whole of said property equal to his interest had there been a distribution of net cash proceeds in accordance with Section 20.4.

21. Further Assurances. Each party to this Agreement agrees

to execute, acknowledge, deliver, file, record and publish such further certificates, amendments of certificates, instruments and documents, and to do all such further acts and things, as may be required by law, or as may, in the opinion of the partners, be necessary or advisable to carry out the intents and purposes of this Agreement.

22. Notices. Unless otherwise specified in this Agreement, all notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder (hereinafter referred to collectively as "Notices") shall be in writing and shall be given by mailing the same by first-class mail, postage prepaid, addressed as follows:

22.1 If to the partnership, Hillside Village Associates, 800 Providence Street, Woonsocket, Rhode Island or at such other address as may be designated by the partnership by notice to all parties given pursuant to the terms of this Article 22.

22.2 If to a General Partner, at the same address as designated above, or at such other address as may be designated by the General Partner by notice to the Limited Partner given pursuant to the terms of this Article 22.

22.3 If to the Limited Partner, 800 Providence Street, Woonsocket Rhode Island, or at such other address as may be designated by such Limited Partner by notice to the partnership given pursuant to the terms of this Article 22. Notices given in compliance with the provisions of this Article 22 shall be deemed given when placed in the mails.

23. Rhode Island Law. This Agreement is made in the State of Rhode Island pursuant to the provisions of the laws of such State affecting partnerships, and shall be construed accordingly.

24. Captions. All section titles or captions contained in this Agreement and the table of contents, if any, are for convenience only and shall not be deemed a part of this Agreement.

25. Variations in Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter.

singular or plural, as the identity of the person or persons or entity may require.

26. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

27. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective executors, administrators, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the parties hereto, and except as otherwise provided herein, their respective executors, administrators, legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

In the presence of:

Jacqueline Lambert

Jacqueline Lambert

GENERAL PARTNER:

Leo H. Tellier
LEO H. TELLIER

LIMITED PARTNER:

Paul P. Baillargeon
PAUL P. BAILLARGEON

A certain lot or parcel of land with all improvements thereon situated on the southeasterly side of Manville Road, on the westerly side of "A" Street and on the northwesterly side of "B" Street in the Town of Cumberland, County of Providence, State of Rhode Island, bounded and described as follows, viz:

Beginning at a point on the southeasterly side of said Manville Road, which point is twenty-two and two one hundredths (22.02) feet northeasterly from a Rhode Island Highway bound, said point being the northeasterly corner of land of Michael Burak and being the most westerly corner of the lot hereby described; thence northeasterly on a curved line having a radius of two hundred eighty and eighty-nine one hundredths (280.89) feet, sixty-six and twenty-two one hundredths (66.22) feet to a point of tangent; thence N. $47^{\circ} 35' 00''$ E. three hundred twenty-nine and forty-six one hundredths (329.46) feet to the aforesaid "A" Street, the last two (2) lines bounded by said Manville Road; thence S. $53^{\circ} 42' 29''$ E. with said "A" Street one hundred two and four tenths (102.40) feet to "B" Street; thence S. $20^{\circ} 54' 25''$ W. with said "B" Street two hundred ninety-five and three one hundredths (295.03) feet to land of Raymond R. and Rose B. Rivet; thence S. $80^{\circ} 43' 49''$ W. with said Rivet land one hundred twenty-four and sixty-six one hundredths (124.66) feet to the aforesaid land of Michael Burak; thence N. $59^{\circ} 00' 19''$ W. with said Burak land one hundred sixty-five and fifty-four one hundredths (165.54) feet to the point of beginning.

Containing 1.552 acres, more or less.

Together with all rights, title and interest of these grantors in and to the portion of said private ways abutting on the foregoing premises to the center line thereof as indicated in Book 236 at Page 407.

This conveyance is made subject to restrictions of record:

HILLSIDE VILLAGE ASSOCIATES

LEO H. TELLIER

and

PAUL P. BAILLARGEON

LIMITED PARTNERSHIP AGREEMENT

LAW OFFICES OF
PAUL P. BAILLARGEON
800 PROVIDENCE STREET
WOONSOCKET, RHODE ISLAND 02895

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