

RECEIVED & FILED MAY 7 - 1973

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

157979

CERTIFICATE

(Limited Partnership)

KNOW ALL MEN BY THESE PRESENTS, That we CLARENCE J.

COUTU, JAMES E. MACDONALD, JR. and JOESPH M. CIANCIOLO, 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 solemnly swear that:

FIRST. The name of the partnership shall be RUSTIC VILLAGE ASSOCIATES.

SECOND. The character of the business conducted by the partnership shall be to acquire for investment premises located off Boston Street in Coventry, Rhode Island and described in Schedule A attached hereto, and to develop the same, and to hold, own, improve, operate, manage, service, lease, mortgage and encumber the same and otherwise deal with the same as owner thereof, and to acquire such additional real and personal property as the General Partner shall deem necessary or desirable.

THIRD. The principal place of business of the partnership shall be located at 90 Industrial Lane, West Warwick, Rhode Island. The partnership may also have additional places of business.

See

FOURTH.

General Partner

Clarence J. Couta

Residence

61 Potter Avenue
West Warwick, R.I.

Limited Partners

James E. Macdonald, Jr.

P. O. Box 300
Bristol, R. I. 02809

Joseph M. Cianciolo

711 Love Lane
East Greenwich, R. I.

are the names and places of residence of all members of the partnership, both general and limited, as respectively designated.

FIFTH. The term of existence of the partnership shall be from the date of the filing for record of this certificate in the office of the Secretary of State of the State of Rhode Island until the termination thereof upon the sale or other disposition of the partnership property; the retirement, death, bankruptcy or insanity of the general partner and the failure of a majority in interest of the limited partners, prior to the retirement or within ninety (90) days after such death, bankruptcy or insanity, to elect to continue the business of the partnership and to select a substitute general partner from among the limited partners; the determination of the general partner to dissolve and terminate the partnership; or any event which, as a matter of law, would result in the dissolution or termination of the partnership.

SIXTH. The contribution of each limited partner shall be the contribution of each limited partner:

<u>Name of Limited Partner</u>	<u>Cash</u>	<u>Property other than Cash</u>
James E. Macdonald, Jr.	\$33.33	None
Joseph M. Cianciolo	\$33.33	None

SEVENTH. The limited partners have each agreed to make up to \$24,966.37 of additional contributions to the capital of the partnership in the event that such funds are needed for the business purposes of the partnership.

EIGHTH. The contribution of each limited partner shall be returned, to the extent that funds are available for such purpose after payment of all debts of the partnership, upon the termination and liquidation of the partnership. The limited partners shall also be entitled to receive a pro rata share of 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 other similar items which in accordance with generally accepted accounting practices are attributable to capital, which are deemed available by the general partner for distribution.

NINTH. Each limited partner shall, by reason of his contribution, receive a share of the net income of the partnership, to the extent that the same is deemed available for distribution by the general partner, in proportion to the amount of his initial contribution to the capital of the partnership.

TENTH. A limited partner shall not have the right to substitute an assignee as contributor in his place except that a limited partner may assign all or any part of his interest (i) to his spouse, or to a descendant or parent, a brother or sister

or a nephew or niece of such limited partner, or a court appointed fiduciary, or to descendants of any of them (ii) to a trust for the lifetime benefit of any one or more of the foregoing, or (iii) to any recognized charitable or eleemosynary institution or organization. Any such permitted assignee shall apply for admission to the partnership and shall be admitted as such, provided, however, that no minor or incompetent, and no organization prohibited by law from being a limited partner, shall be so admitted. If the entire interest of a deceased limited partner shall pass by bequest or distribution to one or more individuals, trustees or charities to whom or to which such deceased limited partner could while alive have assigned any part of his interest, as above provided, such transferee shall apply for admission to the partnership as a limited partner and, upon such application, shall be admitted as such in place of the deceased limited partner. In the event of the insanity of a limited partner, the legal representative of the insane limited partner may also, upon application, be admitted as a limited partner in the place of the insane limited partner. If the interest of a limited partner is transferred to a trust for the lifetime benefit of any one or more of the persons to whom a limited partner could have assigned any part of his interest as above provided, then upon the termination of such trust, such interest may be transferred to any person or trust to whom or which the settlor of the trust or the deceased limited partner under whose will the trust was created could have assigned his interest.

ELEVENTH. The partners shall not have the right to admit additional limited partners except as provided in paragraph TENTH hereof.

TWELFTH. No limited partner shall have the right to priority over the other limited partners as to contributions or as to compensation by way of income.

THIRTEENTH. Upon the retirement, death, bankruptcy or insanity of the general partner, a majority in interest of the limited partners may, within ninety (90) days after the date of such death, bankruptcy or insanity, or prior to the date of such retirement, elect to continue the business of the partnership and select from among the limited partners (with the consent of the limited partner so selected) one limited partner as a substitute general partner of the partnership.

FOURTEENTH. No limited partner shall have the right to demand and receive property other than cash in return for his contribution.

IN TESTIMONY WHEREOF, we have hereunto set our hands and stated our residences this 3rd day of May, A.D. 1973.

Name

Residence

Charles J. Carter

James E. Moulton

Joseph M. Crum

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the ^{City} of Providence
~~Town~~

in said county, this 3rd day of May, 1973, then
personally appeared before me Clarence J. Coutu
to me known and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument by him executed to
be his free act and deed.

V. Duncan Johnson
Notary Public

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the ^{City} of Providence
~~Town~~

in said county, this 3rd day of May, 1973, then
personally appeared before me James E. Macdonald, Jr.
to me known and known by me to be the party executing the foregoing
instrument, and he acknowledged said instrument by him executed to
be his free act and deed.

V. Duncan Johnson
Notary Public

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

In the City of Providence
Town

in said county, this 3rd day of May, 1973, then
personally appeared before me Joseph M. Cianciolo
to me known and known by me to be the party executing the fore-
going instrument, and he acknowledge said instrument by him
executed to be his free act and deed.

V. Duncan Johnson
Notary Public

SCHEDULE A

That certain tract or parcel of land with all the buildings and improvements thereon, situated on the westerly side of Boston Street, in the Town of Coventry, in the State of Rhode Island, bounded and described as follows:

Beginning at the southeasterly corner of the herein described parcel at a point in the westerly line of said Boston Street, which point of beginning is at land now or formerly of Carl A. Carlson et ux; thence running westerly, bounded southerly by said Carlson land one hundred fifty-seven and 84/100 (157.84) feet to the northwesterly corner of said Carlson land; thence turning an interior angle of $182^{\circ} 33' 40''$ and continuing in a westerly direction, bounded southerly by land now or formerly of Filomena Ucci four hundred one and 79/100 (401.79) feet to land now or formerly of Felix H. Pietras et ux; thence turning and running northerly, bounded westerly partly by said Pietras land, and partly by land now or formerly of Genevieve M. Soucy four hundred twenty-four and 46/100 (424.46) feet to the southerly boundary line of Lot No. 34 (thirty-four) on that plat entitled "The Ucci Plat Owned by Elviro and Filomena Ucci Ray C. Matteson Eng'r. January 1949", which plat is recorded in the Land Evidence Records of the Town of Coventry in Plat Book 4 at page 70; thence turning an interior angle of $76^{\circ} 46' 50''$ and running in an easterly direction along the southerly boundary line of Lots 34 (thirty-four), 35 (thirty-five) and 36 (thirty-six) on the aforementioned plat one hundred sixty-four and 30/100 (164.30) feet to the southeasterly corner of said Lot No. 36 (thirty-six) on the aforementioned plat; thence turning an interior angle of $270^{\circ} 00'$ and running in a northerly direction along the easterly boundary line of said Lot No. 36 (thirty-six) on the aforementioned plat one hundred (100) feet to the southerly line of Murray Street on the aforementioned plat; thence turning an interior angle of 90° and running easterly along the southerly line of said Murray Street one hundred seventy and 84/100 (170.84) feet to the point of intersection of the southerly line of said Murray Street and the westerly line of Elviro Street; thence turning and running in a southeasterly direction along the southwesterly line of said Elviro Street along the arc of a curve having a radius of three hundred five and 465/1000 (305.465) feet for an arc distance of forty-five and 30/100 (45.30) feet to a point; thence continuing in a southeasterly direction along the southwesterly line of said Elviro Street twenty and 50/100 (20.50) feet; thence continuing in a southeasterly and easterly direction along the southwesterly and southerly line of said Elviro Street along the arc of a curve having a radius of one hundred thirty-nine and 61/100 (139.61) feet for an arc distance of one hundred twenty-nine and 89/100 (129.89) feet; thence continuing in an easterly direction along the southerly line of said Elviro Street seventy-seven and 85/100 (77.85) feet to the westerly line of said Boston Street; thence turning an interior angle of $103^{\circ} 29' 40''$ and running southerly along the westerly line of said Boston Street three hundred twenty-nine and 55/100 (329.55) feet to the point and place of beginning. The last mentioned line forming an interior angle of $82^{\circ} 27' 40''$ with the first mentioned line.

ALSO

Those certain lots or parcels of land, with all buildings and improvements thereon, situated in the Town of Coventry, in the State of Rhode Island, laid out and designated as Lots No. 10 (ten), 11 (eleven), 12 (twelve), 13 (thirteen), 14 (fourteen), 15 (fifteen), 16 (sixteen), 17 (seventeen), 18 (eighteen), 19 (nineteen), 28 (twenty-eight), 29 (twenty-nine), 30 (thirty), 31 (thirty-one), 34 (thirty-four), 35 (thirty-five) and 36 (thirty-six) on that plat entitled, "The Ucci Plat Owned by Elviro and Filomena Ucci Ray C. Matteson Eng'r. January 1949", which plat is recorded in the Land Evidence Records of the Town of Coventry in Plat Book 4 at page 70.

ALSO

That certain tract or parcel of land, situated on the northeasterly side of Elviro Street, in the Town of Coventry, in the State of Rhode Island, with all buildings and improvements thereon, bounded and described as follows:

Beginning at the southerly corner of the herein described parcel at a point on the northeasterly line of said Elviro Street, which point of beginning is also the southerly corner of Lot No. 27 (twenty-seven) and the westerly corner of Lot No. 28 (twenty-eight) on that plat entitled "The Ucci Plat Owned by Elviro and Filomena Ucci Ray C. Matteson Eng'r. January 1949", which plat is recorded in the Land Evidence Records of the Town of Coventry in Plat Book 4 at page 70; thence running northeasterly along the northwesterly boundary line of said Lot No. 28 (twenty-eight) one hundred twenty-two and 86/100 (122.86) feet to land now or formerly of Joseph Marteau et ux; thence turning an interior angle of $108^{\circ} 43'$ and running in a general northerly direction, bounded easterly by other land now or formerly of said Joseph Marteau et ux twenty and 19/100 (20.19) feet; thence turning an interior angle of $126^{\circ} 33' 40''$ and running in a northwesterly direction, bounded northeasterly by said Marteau land twenty-eight and 96/100 (28.96) feet to land of Blais Construction Co., Inc. thence turning an interior angle of $114^{\circ} 53' 10''$ and running southwesterly, bounded northwesterly by other land of said Blais Construction Co., Inc. one hundred sixteen and 94/100 (116.94) feet to the northeasterly line of said Elviro Street; thence turning and running in a southeasterly direction along the northeasterly line of said Elviro Street along the arc of a curve having a radius of one hundred thirty-four and 73/100 (134.73) feet for an arc distance of twenty-three and 13/100 (23.13) feet to the point and place of beginning.

Together with all the right, title and interest in and to Benoit Street, Henry Street and Elviro Street as said streets are laid out on the aforementioned plat.

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