

AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP
OF
SMITHFIELD AVENUE ASSOCIATES

This Agreement and Certificate of Limited Partnership, dated as of the 13th day of December, 1985, is entered into by and among Robert R. Gaudreau as the "General Partner", Property Advisory Group, Inc., a Rhode Island corporation as an "Initial Limited Partner" and Robert R. Gaudreau as an "Initial Limited Partner" in order to form a limited partnership (the "Partnership") which will acquire a 97% limited partnership interest (the "Interest") in Chatham Village Associates, a Rhode Island limited partnership ("Chatham Village") which is engaged in the business of owning and operating certain apartment buildings located in Providence, Rhode Island (the "Project").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The name of the Partnership shall be "Smithfield Avenue Associates".

2. The parties shall sign and acknowledge this Agreement and the General Partner shall cause it to be filed as the Partnership's Certificate of Limited Partnership, as required by law.

3. The location of the principal place of business of the Partnership shall be as follows:

Warwick Executive Park
250 Centreville Road
Building No. 3
Warwick, Rhode Island 02886

4. The purpose and business of the Partnership shall be to hold title to the Interest and to undertake such other activities related to the foregoing as may be necessary, advisable, or convenient to the promotion or conduct of the business of the Partnership.

5. The name and place of residence of the General Partner is as follows:

Robert R. Gaudreau
3 Iron Forge Road
Lincoln, Rhode Island 02865

The names and places of residence of the Initial Limited Partners are as follows:

Property Advisory Group, Inc.
Warwick Executive Park
250 Centreville Road
Building No. 3
Warwick, Rhode Island 02886

Robert R. Gaudreau
3 Iron Forge Road
Lincoln, Rhode Island 02865

6. The Partnership shall remain in existence until dissolved and terminated:

- (a) by consent of all of the Partners;
- (b) as otherwise provided in this Agreement;

(c) on December 31, 2013; or

(d) by operation of law.

7. The amount of cash to be contributed by each of the Initial Limited Partners and the share of profits and losses or the other compensation by way of income which each Initial Limited Partner shall receive by reason of such contribution shall be as follows:

<u>Initial Limited Partner</u>	<u>Cash Contribution</u>	<u>Percentage Ownership</u>
Property Advisory Group, Inc.	\$ 11.00	1%
Robert R. Gaudreau	\$1,078.00	98%

The General Partner shall contribute \$16.00 to the Partnership and, by reason of such contribution, receive a 1% share of the profits or losses or other compensation by way of income.

8. The Initial Limited Partners, in their capacity as limited partners, shall not be required to contribute to the Partnership any amounts in addition to the amount set forth in paragraph 7 above.

9. No limited partner shall have the right to grant the right to become a limited partner to an assignee of any part of his Partnership interest. The General Partner shall have the right and authority to admit additional limited partners to the Partnership on such terms and conditions as he, in his sole discretion, deems to be in the best interest of the Partnership.

10. The Partnership shall be authorized to acquire a 97% interest in Chatham Village from the present holders thereof for the following consideration:

(a) \$1,000.00; and

(b) A non-recourse promissory note in the aggregate principal amount of \$300,000.00, such promissory note to bear interest at the rate of 9% per annum, compounded semi-annually, and to provide that principal and accrued interest shall be due and payable on the earlier of fifteen years from the date of delivery or the date Chatham Village distributes to the Partnership proceeds from the sale, condemnation or refinancing of the Project.

In addition, the Partnership shall be authorized to contribute \$285,600.00, in the aggregate, to the capital of Chatham Village on or before January 1, 1992.

12. This Agreement shall be governed by the laws of the State of Rhode Island.

13. This Agreement shall be binding upon and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

IN WITNESS WHEREOF, the parties hereto have signed and sworn to this Agreement and Certificate of Limited Partnership the day and year first above written.

THE GENERAL PARTNER:



Robert R. Gaudreau

THE INITIAL LIMITED PARTNERS:

Property Advisory Group, Inc.

By 

Robert R. Gaudreau, President



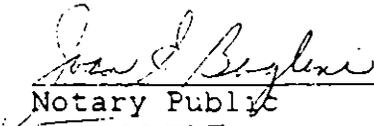
Robert R. Gaudreau

STATE OF RHODE ISLAND

COUNTY OF *Providence*

In *Providence* on the *13th* day of December, 1985, before me personally appeared Robert R. Gaudreau to me known and known by me to be the party executing the foregoing

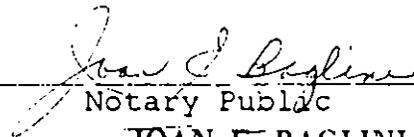
instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.


Notary Public
JOAN E. BAGLINI
My Commission Expires June 30, 1986

STATE OF RHODE ISLAND

COUNTY OF *Providence*

In *Providence* on the *13th* day of December, before me personally appeared Robert R. Gaudreau to me known and known by me to be the party executing the foregoing instrument as the President of Property Advisory Group, Inc., the corporation named in the foregoing instrument as an initial Limited Partner, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of Property Advisory Group, Inc.


Notary Public
JOAN E. BAGLINI
My Commission Expires June 30, 1986

STATE OF RHODE ISLAND

COUNTY OF *Providence*

In *Providence* on the *13th* day of December, 1985, before me personally appeared Robert R. Gaudreau 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.

Joan E. Baglioni

Notary Public

JOAN E. BAGLIONI
My Commission Expires June 30, 1986

John
DEC 12 1985

12/20/85 PAID 0396A001
CF 59.00
CHEK 50.