

Q 070733

AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF  
WEBSTER & LANCASTER ASSOCIATES LIMITED PARTNERSHIP

This Agreement is entered into this 17 day of December, 1992, by and among Manuel S. Andrade as the general partner, and THE ANDRADE FAMILY IRREVOCABLE TRUST - 1992 as the limited partner.

R E C I T A L S

The parties hereto desire to form a limited partnership for the purposes set forth herein and to set forth herein the terms and conditions of their agreements and understandings.

A G R E E M E N T S

In consideration of the foregoing and of the following terms and conditions, the parties hereto hereby agree as follows:

ARTICLE I

Creation of Partnership; Name and Principal  
Place of Business; Agent; Term

1.01 There is hereby created a limited partnership (the "Partnership") which is organized under and shall operate in accordance with the laws of the State of Rhode Island.

1.02 The Partnership shall be conducted under the name Webster & Lancaster Associates Limited Partnership.

1.03 The principal place of business of the Partnership shall be 1955 Westminister Street, Providence, Rhode Island 02909.

1.04 The agent for service of process shall be Manuel S. Andrade.

1.05 The term of the Partnership shall be from the date hereof to the date which is fifty (50) years from the date hereof, unless the Partnership shall be dissolved prior thereto as provided in Article XIV hereof.

ARTICLE II

Definitions

Whenever used in this Agreement, unless the context clearly indicates otherwise, the following words shall have the meanings indicated:

2.01 "Agreement" means this Agreement and Certificate of Limited Partnership and any amendments hereto.

2.02 "Partnership" means the partnership created pursuant to this Agreement.

2.03 "General Partner" means any person or entity specified as a General Partner on Schedule A.

2.04 "Limited Partner" means any person or entity specified as a Limited Partner on Schedule A and any Substituted Limited Partner.

2.05 "Substituted Limited Partner" means any person or entity admitted as a Limited Partner pursuant to the provisions hereof.

2.06 "Partner" means any partner whether a General Partner, Limited Partner or Substituted Limited Partner.

2.07 "Fiscal Year" means the fiscal year of the Partnership, which shall be the calendar year.

2.08 "Net Profits" and "Net Losses" mean the net profits or net losses shown on the Partnership's books of account which shall be maintained in accordance with accounting principles normally used by the Partnership.

### ARTICLE III

#### Partnership Business

3.01 The business of the Partnership shall be the acquisition, development, lease, sale and/or management of real estate and personal property and the operation of a Dunkin Donuts store and any other activity authorized by law.

### ARTICLE IV

#### Partners

4.01 The name and place of business of the General Partner is set forth on Schedule A.

4.02 The name and mailing address of the Limited Partner is set forth on Schedule A.

## ARTICLE V

### Partnership Capital

5.01 The amounts of cash and the agreed value of other property to be contributed to the Partnership by each Partner are set forth on Schedule A. The Partners have not agreed to make any additional contributions to the Partnership and shall not be required to do so.

## ARTICLE VI

### Allocation of Profits and Losses

6.01 Net Profits and Net Losses for each Fiscal Year of the Partnership shall be allocated among the Partners based upon their percentage interests in the Partnership as set forth opposite each Partner's name on Schedule A hereto (the "Percentage Interests").

## ARTICLE VII

### Distributions among Partners

7.01 Subject to Paragraph k of Section 8.02, the Net Profits of and all other distributions from the Partnership shall be distributed among the Partners based upon their Percentage Interests at such time or times as the General Partner in his or her discretion shall determine, subject to any agreements limiting such distributions to which the Partnership may be a party.

7.02 No Partner shall have the right to demand or receive any property other than cash for any distribution specified in this Article VII. The General Partner may, however, in his or her sole discretion determine that property may be distributed in kind in lieu of cash, and, in each such event, any property so distributed shall be valued and treated as though the property were sold and the cash proceeds thereof were distributed.

## ARTICLE VIII

### Powers, Duties and Liabilities of General Partner

8.01 The General Partner shall be responsible for the management of the Partnership and shall transact all business for the Partnership.

8.02 In addition to and not in limitation of any common law or statutory power, the General Partner shall have and may exercise from time to time the following powers:

- a. To acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;
- b. To sell, grant an option for sale, exchange, pledge, mortgage or transfer all or any portion of the property of the Partnership;
- c. To develop, maintain, improve, operate, manage, service or alter any property of the Partnership, including building, repairing, tearing down and rebuilding structures or additions thereto and to execute all necessary contracts and documents in connection therewith, including specifically, but without limiting the generality of the foregoing, the authority to enter into contracts, agreements for the services of architects, engineers, contractors and/or real estate brokers and managers for carrying out such purposes;
- d. To lease all or any portion of the property of the Partnership whether or not the term thereof extends beyond the term of the Partnership;
- e. To borrow money, with or without security, to execute guarantees for the benefit of third parties, and as security for any such borrowing or guarantees to mortgage any or all of the property of the Partnership and to execute all necessary documents and instruments in connection therewith;
- f. To execute such documents as he or she deems necessary in connection with the acquisition, development and financing of any property acquired by the Partnership, including, without limiting the generality of the foregoing: (1) any mortgage in connection with any mortgage loan to provide funds for the acquisition and development of such property and any construction of improvements thereon; (2) any forms required by any local, state or federal agency in connection with any such mortgage; and (3) any and all other documents required to be executed in connection with any such mortgage;
- g. To replace, prepay in whole or in part, refinance, increase, modify, consolidate or extend any mortgages affecting all or any portion of the property of the Partnership;
- h. To make contracts for the operation and management of all or any portion of the property of the Partnership and to employ agents, accountants and attorneys,

whether or not the parties to such contracts and such agents, accountants or attorneys have any interest in the Partnership, as more fully described in Section 15.02;

- i. To put record title to all or any portion of the property of the Partnership in the name of a nominee;
- j. To open and maintain bank accounts with the right to deposit and withdraw therefrom; and
- k. To set aside Partnership capital or other funds as reserves for payment of past, current and future liabilities of the Partnership.

8.03 The General Partner shall keep books of account and complete records of the operation of the Partnership, which shall be open for inspection by all Partners. Annual statements of the operation of the Partnership, prepared by the Partnership's independent public accountants, shall be sent to each Partner and shall be accompanied by a report showing such Partner's share of the profits or losses of the Partnership for federal income tax purposes.

8.04 The General Partner shall be entitled to reimbursement from Partnership funds for all reasonable expenses incurred on behalf of the Partnership, and shall further be entitled to determine and receive reasonable compensation commensurate with his or her services to the Partnership.

8.05 The General Partner shall be liable to the Partnership and to the other Partners only for his or her own gross negligence or willful misconduct in failing to carry out the terms of this Agreement.

8.06 The General Partner shall act by majority vote during any period in which more than one of them are serving hereunder. Any General Partner acting alone may perform any ministerial act, including, without limitation, the signing of checks and withdrawal orders and the endorsement of checks.

#### ARTICLE IX

##### **Powers, Duties and Liabilities of Partners Other Than General Partner**

9.01 No Partner other than the General Partner shall participate in the management of the business of the Partnership nor shall any such Partner have any power or authority to act for or bind the Partnership.

9.02 Notwithstanding anything to the contrary contained in this Agreement, the liability of any Limited Partner for the losses or debts of the Partnership shall in no event exceed in the aggregate the amount of its contribution to the capital of the Partnership.

## ARTICLE X

### Assignability

10.01 A General Partner shall not assign, mortgage, pledge, transfer or sell any portion of his or her interest as a General Partner in the Partnership without the prior approval of all the other Partners.

10.02 In the event any Limited Partner desires to sell or exchange all or any portion of his or her interest in the Partnership or there is an involuntary transfer of all or any portion of his or her interest in the Partnership, the General Partner shall have the right before such interest may be sold or exchanged to any other party, as hereinafter provided in Section 10.03, to purchase that interest at the lowest price and upon the most lenient terms at which such Limited Partner is willing to sell the same or, if lesser, for an amount equal to such Limited Partner's then share (determine based on his or her Percentage Interest) of the value of the assets of the Partnership less the liabilities of the Partnership. No sale or exchange of any interest of a Limited Partner to any party other than a General Partner shall be valid unless such interest shall have been first so offered in writing to the General Partner and unless such offer shall have been rejected or shall have not been acted upon by the General Partner within thirty (30) days after receipt by the General Partner of such offer. Any Limited Partner who shall have offered his, her or its interest for sale to the General Partners in accordance with the foregoing provisions may at any time within sixty (60) days after the rejection of such offer by the General Partner, or if General Partner shall neither accept nor reject such offer, then within ninety (90) days after such offer shall have been made to the General Partner, sell or exchange the interest so offered to General Partner to any other party in accordance with the provisions of Section 10.03 but not for a price lower nor upon more lenient terms than that at which such interest shall have been offered to the General Partner. In the event that there is more than one General Partner and more than one General Partner desires to purchase the interest of such Limited Partner, portions of the Partnership Interest will be sold to each of such General Partners based on their Percentage Interests.

10.03 Subject is to the provisions of Section 10.02 and to the requirements of applicable securities laws, any Limited Partner may sell, assign, pledge or otherwise transfer all or

any part of his, her or its interest in the Partnership with the written consent of the General Partner. The assignee or transferee of a portion of the interest of a Limited Partner shall become an additional Limited Partner provided that he or she agrees to be bound by the provisions of this Agreement and to execute any documents as the General Partner may deem necessary or appropriate to accomplish the foregoing and his or her interest shall be reflected on an amended Schedule A hereto. The assignee or transferee of the entire interest of a Limited Partner shall have the right to become a Substituted Limited Partner, provided that he or she agrees to be bound by the provisions of this Agreement and provided further that he or she agrees to execute and deliver any documents as the General Partner may deem necessary or appropriate to accomplish the foregoing.

#### ARTICLE XI

##### Power of Attorney

11.01 The Limited Partner hereby irrevocably constitutes and appoints the General Partner, with full power of substitution and resubstitution, as its true and lawful attorney in its name, place and stead to execute and file all documents, certificates and other instruments, including but not limited to amendments to this Agreement, which may be deemed necessary or desirable by the General Partner to:

- a. Be filed by the Partnership under the laws of the State of Rhode Island or of any other state or jurisdiction in which the Partnership shall transact business or in which the General Partner shall deem it advisable to file;
- b. Effectuate the provisions of any part of this Agreement and such other things as shall be necessary to continue and to carry on the business of the Partnership; and
- c. Reflect any actions, including the transfer or assignment of an interest in the Partnership.

11.02 It is expressly intended by the Limited Partner that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of an assignment by the Limited Partner of its entire interest in the Partnership, except that where an assignee of such entire interest has become a Substituted Limited Partner, then the foregoing power of attorney of the assignor Limited Partner shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any and all instruments necessary to effectuate such substitution.

ARTICLE XII

Successor To General Partner

12.01 A General Partner shall cease to serve in such capacity upon (a) the filing with the successor General Partner of a certificate by an attending physician that such General Partner is no longer able to make decisions concerning the Partnership (the determination as to whether the certifying physician is an attending physician of such General Partner to be made solely by the successor General Partner), or (b) the appointment of a guardian or conservator of the estate of such General Partner.

12.02 A General Partner who ceases to serve in such capacity shall automatically become a Substituted Limited Partner and shall be deemed to have agreed to the provisions of Article X hereof.

ARTICLE XIII

Dissolution

13.01 The Partnership shall be dissolved upon the first to occur of the following events:

- a. Expiration of the term of the Partnership as provided in Section 1.05 hereof;
- b. The written consent of all of the Partners;
- c. The sale or other disposition of substantially all of the assets of the Partnership;
- d. Such time as there shall be no General Partner and the remaining Partners do not exercise the authority to appoint a General Partner pursuant to the provisions of Section 13.01 hereof.

13.02 Except as provided in Section 13.02 take from Bemis upon dissolution of the Partnership, the Partners shall take whatever action may be necessary or appropriate to wind up the business of the Partnership. Partnership assets shall thereupon be distributed as provided by law.

ARTICLE XV

Matters in Which Partners are Interested

14.01 Any Partner may engage in any other business of any nature independently or with others, and neither the Partnership nor any other Partner shall have any rights with respect to any such other ventures.



14.02 Any Partner or any entity in or with which any Partner is in any way interested or connected may act as attorney for, deal and contract with, and be employed by the Partnership, and any Partner may be in any manner interested in or connected with any entity in which the Partnership is directly or indirectly interested, all in the same manner and with the same freedom as though not a Partner and without accountability for any profit, benefit or compensation received in connection with such actions or relationships, none of which shall be void or voidable.

#### ARTICLE XVI

##### Miscellaneous

15.01 This Agreement may not be amended except by the General Partner with the written consent or approval of the Limited Partners whose aggregate capital contributions represent at least sixty-seven (67%) percent of the Limited Partners' aggregate capital contributions, provided, however, that all the Limited Partners must give their consent in writing to any amendment which would (a) extend the term of the Partnership as set forth in Section 1.05, (b) amend this Section 16.01, (c) increase the amount of capital contributions payable by the Limited Partners, or (d) increase the liability of the Limited Partners. Notwithstanding any other provision of this Agreement, no action may be taken under the Agreement unless such action is taken in compliance with the provisions of the Uniform Limited Partnership Act of the State of Rhode Island.

15.02 Any notices required, permitted or provided for hereunder shall be in writing and shall be deemed to have been given when delivered by personal service or deposited in the United States mail and sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If to the Partnership, at the principal office of the Partnership, or such other address as the General Partner may designate by notice given to the other Partners.
- (b) If to a Partner, at the address of such Partner set forth on Schedule A, or such other address as such Partner may designate by notice given to the Partnership and the other Partners.

15.03 With respect to the terms of this Agreement, the existence and terms of any amendments hereto, and the identity, decisions and actions of the Partners, all persons may rely conclusively on the facts stated in a certificate signed and acknowledged by the General Partner.

15.04 The provisions of this Agreement shall be construed, administered and enforced according to the laws of the State of Rhode Island.

15.05 Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

15.06 The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

15.07 This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against all of the parties hereto and the respective heirs, executors, administrators, personal representatives, successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

LIMITED PARTNER:

GENERAL PARTNER:

THE ANDRADE FAMILY IRREVOCABLE  
TRUST - 1992

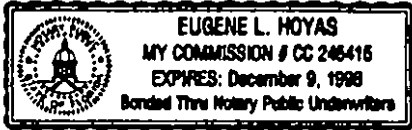
By:   
Carl B. Lisa, Trustee

  
Manuel S. Andrade

STATE OF FLORIDA  
COUNTY OF PALM BEACH

In said County and State, on this 17 day of December, 1992, personally appeared before me Manuel S. Andrade, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged such instrument by him executed to be his free act and deed.

[Seal]



Eugene L. Hoyas  
Notary Public

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In said County and State, on this 18th day of December, 1992, personally appeared before me Carl B. Lisa, Trustee of THE ANDRADE FAMILY IRREVOCABLE TRUST - 1992, to me known and known by me to be such Trustee and the person executing the foregoing instrument, and he acknowledged such instrument by him executed to be his free act and deed.

[Seal]

Catherine A. Bruno  
Notary Public

CATHERINE A. BRUNO

NOTARY PUBLIC

My Commission Expires: 7-14-93

SCHEDULE A

PARTNERS AND CAPITAL CONTRIBUTED

<u>Name and Address</u>	<u>Cash</u>	<u>Value of Other Property</u>	<u>Partnership Interest</u>
<u>General Partner:</u>			
Manuel S. Andrade 1955 Westminster Street Providence, RI 02909	\$ 1	\$ 0	1%
<u>Limited Partner:</u>			
THE ANDRADE FAMILY IRREVOCABLE TRUST-1992 Carl B. Lisa, Trustee 5 Benefit Street Providence, RI 02903	\$ 99	\$ 0	99%

6044i

RECEIVED  
STATIONER & PRINTER

DEC 22 2 21 PM '92

*Handwritten:* 12/22/92  
*Signature:* [Handwritten signature]

Rec'd & Filed DEC 22 1992