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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

(To Be Filed In Duplicate Original)

The undersigned, desiring to form a limited partnership under and by virtue of the powers conferred by Section 7-13-8 of the General Laws, 1956, as amended, do execute the following Certificate of Limited Partnership.

1. The name of the limited partnership shall be:

PARK Avenue Family Limited Partnership
(The name must contain the words "limited partnership" or the letters and punctuation "L P")

2. The address of the specified office in this state where the records of the limited partnership shall be kept is:

2431 East MAIN Road ; Portsmouth, Rhode Island.

3. The name and address of the specified agent for service of process is Nancy E. Raposa
(Name of Agent)

2431 East MAIN Road Portsmouth , RI
(Street Address, not P.O. Box) (City/Town) (Zip Code)

4. The name and business address of each general partner is:

<u>General Partner</u>	<u>Business Address</u>
<u>Joseph Raposa Jr.</u>	<u>208 Fisher Circle ; Portsmouth, R.I.</u>

5. The mailing address for the limited partnership is 2431 East MAIN Road
(Street Address)

Portsmouth R.I.
(City/Town) (State) (Zip Code)

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6. Any other matters the partners determine to include herein:

(If additional space is required, please list on separate attachment.)

Under penalty of perjury, I/we declare and affirm that I/we have examined this Certificate of Limited Partnership, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: Dec. 22, 1999

By See Attached Agreement
And Certificate of Limited
By Partnership dated Dec. 21, 1999

By _____

By _____

By _____

Signature(s) of all general partners named herein

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AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

This Agreement is entered into this 21st day of December, 1999, by and among Joseph Raposa, Jr. of Portsmouth, Rhode Island, the General Partner, and Nancy E. Raposa of Portsmouth, Rhode Island, the Limited Partner.

RECITALS

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

AGREEMENTS

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 PARK AVENUE FAMILY LIMITED PARTNERSHIP.

1.03 The principal place of business of the Partnership shall be 2431 East Main Road, Portsmouth, Rhode Island.

1.04 The agent for service of process shall be Nancy E. Raposa of 2431 East Main Road, Portsmouth, Rhode Island.

1.05 The term of the Partnership shall be from the date hereof to January 1, 2018, unless the Partnership shall be dissolved prior thereto as provided in Article XII hereof.

ARTICLE II

Definitions

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

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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 the 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 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 to acquire such real property as may be selected by the General Partner, 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 personal property and to lend money to the extent necessary and appropriate to carry out the foregoing purposes.

ARTICLE IV

Partners

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

4.02 The name and place of residence of the Limited Partner is set forth on Schedule A.

ARTICLE V

Partnership Capital

5.01 The amounts of cash 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 proportionate interests in the Partnership as set forth opposite each Partner's name on Schedule A hereto (the "Proportionate 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 Proportionate Interests at such time or times as the General Partner in its 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 its 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 it 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 13.02;
- 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 its services to the Partnership.

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

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 his contribution to the capital of the Partnership.

ARTICLE X

Restrictions on Assignability of Partnership Interests

10.01 Any transfer during life or upon death by a Limited Partner or his personal representative (the "Transferor") of all or any portion of his limited partnership interest (the "Transferred Interest") to or for the benefit of any person whether by gift, sale, pledge, mortgage, attachment, garnishment, execution or other court order, levy, seizure, or otherwise, shall give rise to an option (the "Option") on the part of the Partnership to purchase the Transferred Interest. The Option shall be exercisable as follows:

- a. If the Transferor, by virtue of his own solicitation or otherwise, receives an offer to

purchase the Transferred Interest, and he is willing to accept such offer, he shall give written notice to the Partnership and to the other Partners of the name of the Transferee and the terms of such offer. The Partnership shall have the Option to purchase the Transferred Interest, exercisable in writing to the Transferor only within thirty (30) days from the giving of such notice, and only upon the same terms as those contained in such offer. If the Option is not exercised as provided herein, the remaining Partners shall have the Option (the "Second Option"), exercisable in writing to the Transferor only within fifteen (15) days after expiration of the Option, to purchase the Transferred Interest. Each Partner exercising the Second Option shall purchase that portion of the Transferred Interest which the interest in the Partnership (as reflected on Schedule A hereto) of such Partner bears to the aggregate Partnership interests of all such Partners. If the Second Option is not exercised as provided herein, the Transferor shall be free to sell the Transferred Interest to the Transferee on the identical terms stated in such offer; if the terms of such offer are materially changed, and if the Transferor is willing to accept same, written notice of such change shall be given by the Transferor to the Partnership and the remaining Partners, and the Option and Second Option shall run for thirty (30) and for fifteen (15) days, respectively, and shall be exercisable on the terms applicable to such changed offer;

- b. With respect to any other transfer, whether voluntarily (including by gift) or involuntarily, the Transferor shall give written notice to the Partnership and the other Partners of the circumstances of such transfer, and the Option and Second Option shall run for thirty (30) and fifteen (15) days, respectively. If the Option or Second Option is exercised, the purchase price of the Transferred Interest shall be the fair market value thereof as determined by three appraisers, one of whom shall be appointed by the party or parties exercising the Option or Second Option (the "Appointer"), one of whom shall be appointed by the Transferor (each such appointment to be made within ten (10) days after the date notice is given by the Appointer of exercise of the Option or Second Option) and the third of whom shall be appointed by the first two appraisers within five (5) days after the last of their respective appointments. The appraisers shall determine, as expeditiously as possible after their appointment, the fair market value of the Transferred Interest, which value, when determined, shall be conclusive. For a period of seven (7) days following the date on which such determination is given to the Appointer, the Appointer shall have the right by written notice to the Transferor to rescind exercise of the Option or Second Option, in which event the Appointer shall pay the entire fee charged by the appraisers for such determination; absent such rescission, the purchase price, less one half of the appraiser's fee (which shall then be payable in full by the Appointer), shall be paid in cash within thirty (30) days following the date on which the appraisers' determination is given to the Appointer. If the Transferred Interest is not purchased as provided under this subsection b., the Transferor shall be free, for a period of sixty (60) days following expiration of the Second Option or, as the case may be, of the aforementioned rescission, to transfer to the Transferee the Transferred Interest. If such transfer is not effected within such sixty (60) day period, the Transferred Interest

shall again become subject to all of the terms hereof.

10.02 Anything in Section 10.01 to the contrary notwithstanding, no transfer of a Transferred Interest shall be effected unless the Transferee, in form and substance satisfactory to each of the other Partners:

- a. Expresses its intention to be substituted as a Limited Partner;
- b. Accepts and adopts all of the terms and provisions of this Agreement, as the same may be amended;
- c. Provides for the payment of all reasonable expenses incurred by the Partnership in connection with such transfer, including but not limited to the cost of preparing, filing and publishing any necessary amendment to the Certificate of Limited Partnership;
- d. Provides, in the case of a corporate transferee, a certified copy of a resolution of its Board of Directors authorizing it to become a Partner under the terms and provisions of this Agreement;
- e. Executes such other documents or instruments as each of the Partners may reasonably require in order to effect the admission of the Transferee as a Limited Partner; and
- f. Executes a power of attorney substantially identical to that provided for in Article XI of the Agreement.

10.03 For purposes of this Article X, a withdrawal from the Partnership by a Limited Partner shall be deemed a transfer of his limited partnership interest hereunder.

ARTICLE XI

Power of Attorney

11.01 The Limited Partners hereby irrevocably constitute and appoint the General Partner, with full power of substitution and resubstitution, as their true and lawful attorney in their 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. Effectuate the dissolution and termination of the Partnership and/or the organization of any limited partnership occasioned by a designated event as hereinafter provided.

11.02 The power of attorney granted hereby shall not constitute a waiver of, or be used in derogation of, the rights of the Limited Partners pursuant to this Agreement or be used in any other manner inconsistent with the status of the Partnership as a limited partnership or the limited liability of the Limited Partners.

11.03 It is expressly intended by the Limited Partners that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any 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

Dissolution

12.01 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;

12.02 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 XIII

Matters in Which Partners are Interested

13.01 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.

13.02 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 XIV

Miscellaneous

14.01 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 14.01, (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 Commonwealth of Massachusetts.

14.02 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.

14.03 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.

14.04 The provisions of this Agreement shall be construed, administered and enforced according to the laws of the State of Massachusetts.

14.05 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.

14.06 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.

14 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

George R. Boyce
Witness

GENERAL PARTNER:

Joseph R. Raposa, Jr.
Joseph Raposa, Jr.

LIMITED PARTNER:

Nancy E. Raposa
Nancy E. Raposa

COMMONWEALTH OF MASSACHUSETTS

BRISTOL, ss.

December 21, 1999

Then personally appeared before me the above-named Joseph Raposa, Jr. and acknowledged the foregoing to be his free act and deed.

Karen G. Beuchard
Notary Public
My commission expires: 9/25/03