State of Rhode Island and Providence Plantations

CERTIFICATE

(LIMITED PARTNERSHIP)

Know all Men by These Bresents. That we, Gideon B. Hevenor, Thomas DeFelice, Roger DeFelice, Arthur Browning, LeRoy Jordon, Ernestine Reardon and James Rush				
	er 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 si	hall be HEVENOR INVESTMENT GROUP			
	ess conducted by the partnership shall be rate, manage and encumber real estate of			
	sposing of real estate.			
THIRD. The principal place of busing 1514 Smith Street, North Providence, Richard Street, City FOURTH. General Partners				
Gideon B. Hevenor	71 Shady Cove Rd., North Kingstown, R. I			
Limited Partners	Residence (No. Street, City or Town, State.)			
Thomas/DeFelce	16 Candlewood Dr., Smithfield, R. I.			
Roger DeFelice	28 Stanhope Dr., Barrington, R. I.			
Arthur/Browning				
m Ernestine Reard a n James1Rush	226 Varnum Dr., Warwick, R. I. ss Cardner, North Providence, R. I. 170 Albert Ave., Cranston, R. I.			
are the names and places of residence of all m	nembers of the partnership, both general and			
limited, as respectively designated.				
FIFTH. The term of existence of the p SEE ATTACHED	partnership shall be from			
The state of the s				

SIXTH. The following items listed immediately below shall be the contribution of each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value
Thomas DeFelice		and the second second	
Roger DeFelice	\$8,000.00		
Arthur Browning	\$8,000.00		
LeRoy Jordon	\$8,000.00		•
Emestine Reardon	\$8,000.00		
James Rush	\$8,000.00	· · · · · · · · · · · · · · · · · · ·	• • • • • • • • • • • • • • • • • • •
SEVENTH. The items listed agreed to be made by each limite		below shall be the addition	al contributions,
Name of Limited Partner	Cash	Property other than Cash	Value
- was			
and the times at which or the even made shall be		opening of which said conti	
		, . , <u>,,,,,,,,</u>	
	:		
Eighth. The contribution upon dissolution of the partic		ited partner shall be retur determined by the Gene	
	•		
	tner shall, by the partner	reason of his contribution ship pro rata in accordan	nce with their
			• •

TENTH. Each or any limited partner shall have the right to substitute an assignee as contributor in his place, subject to the following terms and conditions: That the said partner assignor shall designate such intention of assignment in the instrument of assignment and that the written consent of the General Partner to such assignment or substitution shall be obtained.

FIFTH. The term of existence of the partnership shall be from the date of filing this certificate until December 31, 1993, however, the partnership shall be sooner terminated upon the happening of the following events:

- A. Thirty (30) days after any final disposition by the partnership of its entire interest in the real estate.
- B. The death, adjudication in bankruptcy, insanity or incompetency, retirement, resignation of the General Partner, unless, within a period of six (6) months from the date of such event, a successor General Partner is elected by vote of the Limited Partners holding more than fifty per cent (50%) of the then outstanding units, which successor elects to continue the business of the partnership.
 - C. The decision of the General Partner to dissolve the partnership.

ELEVENTH. The partners shall have the right to admit additional limited partners.

TWELFTH. Not Applicable , a limited partner, shall have the right to priority over the other limited partners as to contributions or as to compensation by way of income, and the nature of such priority shall be

THIRTEENTH. Upon the death, retirement or insanity of a general partner, the remaining general partner or partners shall have the right to continue the business, in accordance with the limited partnership agreement.

FOURTEENTH. Any limited partner shall not have the right to demand and receive property other than cash in return for his contribution.

In Testimony Thereof. We have hereunto set our hands and stated our residences this SEVENTEENTH day of FEBRUSRY A. D. 19 73

Name	Residence
Aglan & Beren 71	Stesly lon Par Barren, Sign or Journ, State) Longston RI Alternation Dr. Barrengton Rel
Tronger Cetaline 28	Strendom Dr. Barrengton Rel
Thomas Ditelese 16 Cand	lewood In Sumille & I.
In convertication 55	Industrie No. Prov. Pfoz 911
James, T. Rush, 170 Q	Chet Clave Granston R. J 02205
Letter N. Burning 70	Minnosonom, Da. Whorish P. J. 02886
_ERoy K Jordan 1226 Var	Winnespran Dr. Warrick, P.J. 02866 um Wn. Worwick . P. D. 02818
State of Phode Island	
State of Rhode Island, In	the City Town of Marth Providence
County of PROVIDENCE	10wn)
in said county this FULKTERATH	down of FEBRUARY A D 10 72
in said county, this 320-77-77-77	day of FEBRUARY , A. D. 19 78 ,
then personally appeared before me 3/	DEON B HEVENOR, ROGER DEFELICE,
THOMAS L. DEFELICIE, M.E.	RMESTINE REARDON, JAMES T. RUSH,
ARTHUR IN BROWNING AND LEROX	
A Committee of the comm	~ · · · · · · · · · · · · · · · · · · ·

each and all known to me and known by me to be the parties executing the foregoing instrument, and they severally acknowledged said instrument by them subscribed to be their free act and deed.

Notary Public.

Ì

LIMITED PARTNERSHIP

CERTIFICATE

FEB 21-73 STATE 1744 CO4###50.00

FILED IN THE OFFICE OF THE SECRETARY OF STATE FEB 21 1973 19