

Filing Fee: \$50.00

State of Rhode Island and Providence Plantations  
 CERTIFICATE OF LIMITED PARTNERSHIP

154217

Be it Known to All by these Presents, That we, the undersigned, 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 execute the following Certificate of Limited Partnership:

FIRST. The name of the partnership shall be JOHNSON-SULLIVAN INVESTMENT GROUP L.P.

SECOND. The character of the business conducted by the partnership shall be.....

Investments and any other lawful business

**THIRD.** The address of the specified office of the partnership is .....

925 Main Street, Wakefield, Rhode Island 02879  
(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is.....

Roderick A.J. Cavanagh, Esq.

FOURTH. The names and residences of all members of the partnership, both general and limited, are as respectively designated. (Use Schedule A if space below is not sufficient.)

Carl Johnson General Partners  
Carl Johnson 3/28/86  
Residence  
(NO. STREET, CITY OR TOWN, STATE)  
108 BroadRock Road, Peace Dale, RI

Jeffrey Johnson                      53 Spicebush Trail, Narragansett, RI

Glen Johnson 108 BroadRock Road, Peace Dale, RI

### Limited Partners

Residence -  
(NO. STREET, CITY OR TOWN, STATE)

Betty Johnson 108 BroadRock Road, Peace Dale, RI

John Sullivan                      3051 Hawthorne Drive NE Washington, DC

Carlene Johnson.....3051 Hawthorne Drive NE Washington, DC

Karen Johnson 53 Spicebush Trail, Narragansett, RI

Barclay Sullivan \*\*\*\*\* 1200 Kennedy Lane, Suite 300, El...

FIFTH. The following items listed immediately below shall be the contribution of each partner. (Use Schedule A if space below is not sufficient.)

Name of Partner	Cash	Property other than Cash	Value
Carl Johnson	\$50.00		\$50.00
Betty Johnson	10.00		10.00
Glen Johnson	50.00		50.00
John Sullivan	10.00		10.00
<del>Daniel Sullivan</del>	<del>10.00</del>		<del>10.00</del>
Carlene Johnson	10.00		10.00
Jeffrey Johnson	50.00		50.00
Karen Johnson	10.00		10.00

and the items listed immediately below shall be the future contributions, agreed to be made by each partner. (Use Schedule A if space below is not sufficient.)

Name of Partner	Cash	Property other than Cash	Value
Carl Johnson	\$50.00 per month		
Jeffrey Johnson	50.00 per month		
Glen Johnson	50.00 per month		
Betty Johnson	as called upon from time to time		
John Sullivan	as called upon from time to time		
<del>Daniel Sullivan</del>	<del>as called upon from time to time</del>		
Carlene Johnson	as called upon from time to time		
Karen Johnson	as called upon from time to time		

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be

acquisition of property, real and personal, from time to time

SEVENTH. Provisions (if any) for the power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power.

none

EIGHTH. If agreed upon, the time at which or the events on the happening of which a partner may terminate his/her/its membership in the limited partnership and the amount of, or the method of determining the distribution to which a partner may be entitled respecting his/her/its partnership interest, and the terms and conditions of the termination and distribution.....

Termination up to 90 days written notice to all general  
partners. Valuation shall be done by fair market value less  
any encumbrances on property <sup>fair</sup>

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership..... upon declared distribution after  
meeting of the general partners

TENTH. The right (if any) of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contributions only after meeting of general partners and a declared  
distribution

ELEVENTH. The time (if any) at which or events (if any) upon the happening of which the limited partnership is to be dissolved and its affairs wound up.....  
upon the written assent of the majority of the general partners  
and the written assent of the majority of the limited partners

TWELFTH. The right (if any) of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner the withdrawal of  
a general partner shall not cause the termination of the limited  
partnership. All business may continue after the withdrawal of  
any limited and/or general partner

THIRTEENTH. Other matters as the partners have determined to include herein

(Use Schedule A if space below is not sufficient.)

n/a

In Testimony Whereof, We have hereunto set our hands and stated our residences this

10067970 PAID 98/16/90  
day of

A.D. 19

VOID  
ANRE  
CP50  
CHK

Name

Residence  
(NO. STREET, CITY OR TOWN, STATE.)

Carl Johnson 3-28-86 108 Broad Rock Road, Peace Dale, RI  
CARL JOHNSON

Betty Johnson 3-28-86 108 Broad Rock Road, Peace Dale, RI  
BETTY JOHNSON

John A. Sullivan 4-1-86 3051 Hawthorne Dr., NE Washington, DC  
JOHN SULLIVAN

Carlene Johnson 4-1-86 3051 Hawthorne Dr., NE Washington, DC  
CARLENE JOHNSON

Glen Johnson 4-7-86 108 Broad Rock Road, Peace Dale, RI  
GLEN JOHNSON

Jeffrey C. Johnson 4/12/86 53 Spice Bush Trail, Narragansett, RI  
JEFFREY JOHNSON

Karen E. Johnson 4/13/86 53 Spice Bush Trail, Narragansett, RI  
KAREN JOHNSON