

Filing Fee: \$50.00

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5-7929

State of Rhode Island and Providence Plantations

CERTIFICATE OF LIMITED PARTNERSHIP

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 Scottish Lion Associates, L.P.

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

Acquisition, development and management of real property

including but not limited to management of inn/restaurant

operations.

THIRD. The address of the specified office of the partnership is c/o Syndications, Inc.

97 Cottage Street, Pawtucket, RI 02860

(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

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

Leo R. Charpentier

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.)

General Partners

Residence

(NO STREET, CITY OR TOWN, STATE)

Scottish Lion Development Corporation 97 Cottage Street, Pawtucket, RI 02860

Limited Partners

Residence

(NO STREET, CITY OR TOWN, STATE)

Leo R. Charpentier 22 Newell Drive, Cumberland, RI 02864

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
Leo R. Charpentier	5000.00		
Scottish Lion Dev. Corp	750.00		

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
None			

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

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. By will, intestacy or inter-vivos or testamentary trust provided that the beneficiary or trustee is (are) a member of the immediate family which includes father, mother, husband or wife, adult brother or adult sister or adult child.

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 may only occur upon complete sale of partnership property or upon consent of general partner and 75% of limited partners. Distributions to be proportionate to capital contributions and in accordance with Partnership Agreement.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership proportionate to capital contributions and in accordance with the Partnership Agreement.

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. Distributions to be authorized solely by General Partner. No general or limited partner to have priority over any other partner as to distributions.

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. Dissolution may only occur upon complete sale of partnership property or upon consent of general partner and 75% of 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. N/A

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

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

The partners shall not have the right to admit additional limited partners without the express written consent of the general partner.

Limited partners shall not have the right to demand and receive property other than cash in return for his (her, its) contribution.

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

20th day of October A.D. 19 89 .

Name

Residence

(NO. STREET, CITY OR TOWN, STATE)

Scottish Lion Development Corporation

97 Cottage Street

by:

Leo R. Charpentier

Pawtucket, RI 02860

Leo R. Charpentier

22 Newell Drive

Leo R. Charpentier

Cumberland, RI 02864

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