

Filing Fee: <sup>100.00</sup>~~\$50.00~~

72359

## 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.....

GALLOP REALTY, L.P.

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

To purchase, sell, exchange, invest, negotiate and/or manage real property; and To conduct any other activity permitted under the Statutes of Rhode Island.

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

34 Florence Street, Slatersville, RI 02876

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

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

Suzanne Blais

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)

Suzanne Blais 34 Florence St., Slatersville, RI 02876

#### Limited Partners

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

The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.

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
The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.			

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
The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.			

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

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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.

The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.			

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.  
The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership.

The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the 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

The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.

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.

The requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.

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 requirement to provide this information was deleted by P.L. 1987 Ch. 440, sec. 1. The Limited Partnership Agreement shall contain the pertinent guidelines and detail the rights, powers, duties, restrictions and obligations of each class of partner and the distribution of the assets of said partnership. The Limited Partnership Agreement may be amended from time to time as provided in the Agreement.

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

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

The partnership shall dissolve on December 31, 2050 or as otherwise provided in the partnership agreement, or as may be amended therein.

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

3<sup>rd</sup> day of May A.D. 19 93 .

Name

Residence  
(NO STREET, CITY OR TOWN, STATE)

General Partner:

Suzanne Blais 34 Florence St. Slatersville, RI 02876

*Suzanne Blais*

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SECRETARY OF STATE  
CORPORATE DIVISION