

73773

**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:

THE HEELAGE LIMITED PARTNERSHIP

**SECOND.** The Character of the business conducted by the partnership shall be:

To engage in the business of acquiring, purchasing, owning, managing, leasing, selling exchanging, and otherwise disposing of machinery, equipment, tools, and all other forms of tangible personal property, and the carrying on of all other business activities incident or convenient thereto.

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

c/o Jacques G. Susset  
152 Middle Highway  
Barrington, Rhode Island 02806

The name and address of the resident agent for service of process:

Jacques G. Susset  
152 Middle Highway  
Barrington, Rhode Island 02806

**FOURTH.** The names and residence of all members of the partnership, both general and limited, are as respectively designated:

General Partner:

Residence:

Jacques G. Susset

152 Middle Highway  
Barrington, Rhode Island 02806

Limited Partner:

Residence:

Dynamics Trust  
Jacques G. Susset, Trustee

152 Middle Highway  
Barrington, Rhode Island 02806

**FIFTH.** The following items listed immediately below shall be the contributions of each partner:

Name of Partner	Cash	Property other than cash	Value
Jacques G. Susset	\$10.00	n/a	
Dynamics Trust	\$100.00	n/a	

and items listed immediately below shall be the future contributions, agreed to be made by each partner:

Name of Partner	Cash	Property other than cash	Value
			n/a

**SIXTH.** The items 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.

n/a

**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:

not agreed upon

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

Distributions are to be determined by the general partner.

**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:

General partner can make distributions in his discretion.

**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:

December 31, 2020

**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:

Any remaining general partner may continue the business upon vote of 2/3 of the limited partners.

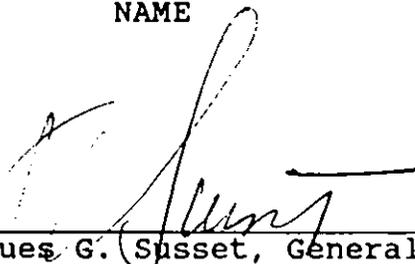
**THIRTEENTH.** Other matters as the partners have determined to include herein:

none

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and stated my residences this 20th day of February A.D. 1993

NAME

RESIDENCE



Jacques G. Susset, General Partner

152 Middle Highway  
Barrington, R.I. 02806

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AUG 23 2 23 PM '50

**Rec'd & Filed AUG 23 1950**

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