

Filing Fee: \$50.00

52377

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.....

PROCACCIANTI HOTELS OF NEW YORK, LP

SECOND. The character of the business conducted by the partnership shall be the ownership, operation, purchase, and sale of hotels.

THIRD. The address of the specified office of the partnership is Room 330,

128 Dorrance Street, Providence, Rhode Island 02903

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

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

James T. McCormick, Esquire

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)

Armand Procaccianti Room 310, 1145 Reservoir Ave., Cranston, RI

James A. Procaccianti Room 310, 1145 Reservoir Ave., Cranston, RI

Peter J. Rotelli 420 Angel Street, Providence, R.I.

Richard R. Tasca 420 Angel Street, Providence, R.I.

Limited Partners

Residence (NO STREET, CITY OR TOWN, STATE)

Bass Rock Farm Associatesc/o Peter J. Rotelli, General Partner a Rhode Island General Partnership 420 Angel Street, Providence, R.I.

MC

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
Armand Procaccianti			
James A. Procaccianti			
Peter J. Rotelli			
Richard R. Tasca			
Bass Rock Farm Associates			

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
To be determined by General Partners pursuant to the Limited Partnership Agreement.			

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be determined by General Partners pursuant to the Limited Partnership Agreement.

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.....

The Limited Partner may withdraw upon thirty (30) days' written notice, with its distribution determined by the Limited Partnership Agreement. General Partners may withdraw as provided in said Agreement.....

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership. As provided in the Limited 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 As provided in the Limited Partnership 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 upon sale or transfer of all of Partnership assets.....

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. Partnership business is conducted by majority vote of General Partners, regardless of how many remain.....

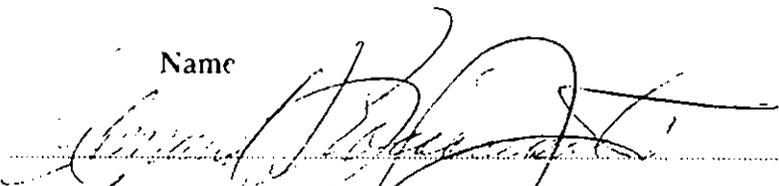
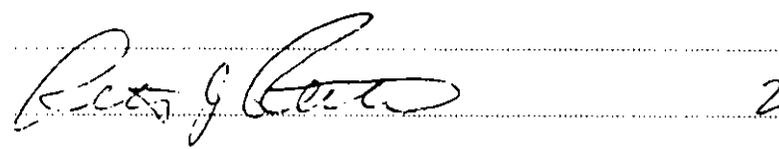
THIRTEENTH. Other matters as the partners have determined to include herein

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

as provided in Limited Partnership Agreement.

In Testimony Whereof, We have hereunto set our hands and stated our residences this 8th

day of November A.D. 19 88 .

Name	Residence (NO STREET, CITY OR TOWN, STATE)
	35 HILVIEW DRIVE, HAZEL RI
	20 OAK LAWN AVE, CRANSTON RI
	133 Glenridge Rd Cranston, RI
	26 Bridgham Farm Rd Rumford RI
	ga 74290
	Filed & Filed NOV 15 1988

RECEIVED
SECRET
NOV 14 2 20 PM '88

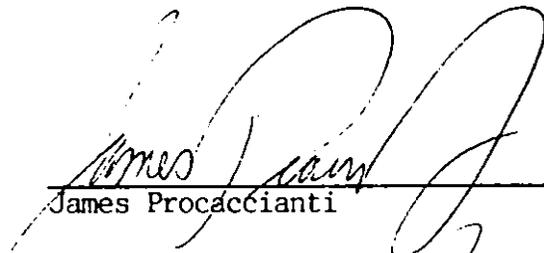
PROVIDENCE, R. I.

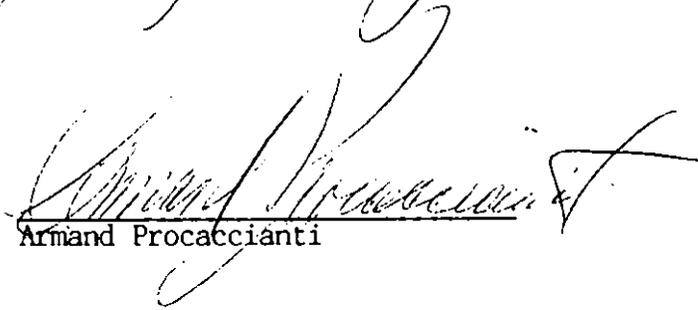


November 14, 1988

We, the officers of Procaccianti Hotels, Inc. do hereby agree to
allow a new partnership to be formed in the name of:

PROCACCIANTI HOTELS OF NEW YORK, LP


James Procaccianti


Armand Procaccianti

RECEIVED
SECRETARY
NOV 15 9 32 AM '08