

Filing Fee: \$50.00

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 RRR Associates, LP

SECOND. The character of the business conducted by the partnership shall be real estate development, including buying, selling, leasing and managing real estate.

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

925 Main Street, Wakefield, RI 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

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)

Richard C. Holland

Paul Avenue, Peace Dale, RI 02883

Randall A. Smith

Town House Rd., Wyoming, RI

Roderick A. J. Cavanagh

15 Oakwoods Drive, Peace Dale, RI 02883

Limited Partners

Residence
(NO STREET, CITY OR TOWN, STATE)

Jean B. McGair

47 Sabbatia Trail, Wakefield, RI 02879

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
Richard C. Holland	\$5,500.00		
Randall A. Smith	\$5,500.00		
Roderick A. J. Cavanagh	\$5,500.00		

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
Richard C. Holland		Extension of Credit	\$40,000.00
Randall A. Smith		Extension of Credit	\$40,000.00
Roderick A. J. Cavanagh		Extension of Credit	\$40,000.00

SIXTH. The times at which or the events on the happening of which said future contributions shall be made shall be upon concurrence of a majority of the general partners

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

determined by individual interest as the fair market value at time of termination of membership in limited partnership.

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

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 NONE

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 right of the remaining general partners to continue the business upon the withdrawal of a general partner shall exist.

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

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

N/A

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58-88 CHECK

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

21<sup>st</sup> day of July A.D. 19 87.

Name

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

*Richard C. Holland*  
Richard C. Holland

Paul Avenue, Peace Dale, RI 02883

*Randall A. Smith*  
Randall A. Smith

Town House Road, Wyoming, RI

*Roderick A. J. Cavanagh*  
Roderick A. J. Cavanagh

15 Oakwoods Drive, Peace Dale, RI 02883

*Jean B. McGair*  
JEAN B. MCGAIR

47 Sabbatia Trail, Wakefield, RI 02879