

#50239

69611

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 Amalgamated Financial Group XI, L.P.

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

THIRD. The address of the specified office of the partnership is 1414 Atwood Avenue, Johnston, RI 02919

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

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) Amalgamated Development II, Inc. - 1414 Atwood Ave., Johnston, RI 02919

Limited Partners Residence (NO STREET, CITY OR TOWN, STATE) Alfred Carpionato - 1414 Atwood Ave., Johnston, RI 02919

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
Amalgamated Development II, Inc.	\$50.00		
Alfred Carpiionato	\$100.00		

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 Not Applicable.

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. upon the consent of the General Partner.

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
as agreed upon in the Limited Partnership Agreement.

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership as agreed upon 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 agreed upon 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 as agreed upon in the Limited Partnership 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 Not Applicable.

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

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

Not Applicable.

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

24th day of June A.D. 19 92

RECEIVED
SECRETARY OF STATE
CORPORATE
JUN 26 1 22 PM '92

Name

Residence
(NO STREET, CITY OR TOWN, STATE)

Amalgamated Development II, Inc. -
general partner

Alfred Carpionato
By: Alfred Carpionato
President

1414 Atwood Ave., Johnston, RI 02919

Alfred Carpionato
Alfred Carpionato,
Limited Partner

1414 Atwood Ave., Johnston, RI 02919