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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 McCABE ASSOCIATES, L.P.

SECOND. The character of the business conducted by the partnership shall be acquiring, owning, managing, renting, leasing and selling real estate and personal property, and engaging in and carrying on any other business as all the Partners agree.

THIRD. The address of the specified office of the partnership is 16 Clarke Street, Newport, Rhode Island 02840  
(NO. STREET, CITY OR TOWN IN RHODE ISLAND)  
and the name of the specified agent for service of process at such address is Margaret McCabe

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 <small>(NO STREET, CITY OR TOWN, STATE)</small>
<u>Margaret McCabe</u>	<u>16 Clarke Street, Newport, R.I.</u> <u>02840</u>

Limited Partners	Residence <small>(NO STREET, CITY OR TOWN, STATE)</small>
<u>Margaret McCabe</u>	<u>16 Clarke Street, Newport, R.I.</u> <u>02840</u>
<u>Margaret McCabe McMonagle</u>	<u>70 Clarendon St. #4, Boston, MA</u> <u>02116</u>

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
Margaret McCabe (in her capacity as General Partner)	\$100		\$100
Margaret McCabe (in her capacity as Limited Partner)	\$100		\$100
Margaret McCabe McMonagle (Limited Partner)	\$100		\$100

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
N/A			

SIXTH. The times 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.....

See Schedule A attached hereto.

**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.....

See Schedule A attached hereto.

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

N/A

**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.....

N/A

**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.....

N/A

**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.....

See Schedule A attached hereto.

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

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

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In Testimony Whereof, We have hereunto set our hands and stated our residences this 26<sup>th</sup>  
..... day of December ..... A.D. 19 89 .....

Name Margaret McCabe Residence (NO. STREET, CITY OR TOWN, STATE.)  
Margaret McCabe 16 Clarke St., Newport, R.I. 02840

~~Margaret McCabe~~ Margaret McCabe McMonagle  
Margaret McCabe McMonagle 70 Clarendon St. #4, Boston, MA 02111

REC'D & FILED  
DEC 31 1989  
10 15 1989  
12 31 1989  
12 28 1989

SCHEDULE A  
TO  
CERTIFICATE OF LIMITED PARTNERSHIP

The answer to Paragraph Seventh is as follows:

A Limited Partner shall not have the right to substitute an assignee or transferee as a Limited Partner in its place. The General Partner shall, however, have the right to permit an assignee or transferee to become a Substitute Limited Partner. Any such assignee or transferee shall, as a condition of becoming a Substitute Limited Partner, agree to be bound by the provisions of the Limited Partnership Agreement, and shall also agree to accept such other terms and conditions as the General Partner in her sole discretion may require. Each Substitute Limited Partner shall execute instruments as shall be required by the General Partner to signify its agreement to be bound by all provisions of the Limited Partnership Agreement as last amended.

The answer to Paragraph Eighth is as follows:

Except as otherwise expressly provided in the Limited Partnership Agreement, no Partner shall have the right to demand the return of his or her contribution to the capital of the Partnership or any part thereof, until the Partnership has been dissolved and terminated, and no Partner shall have the right to demand or receive property other than cash in return for his or her contribution.

The answer to Paragraph Twelfth is as follows:

If, for any reason, including the dissolution, death, resignation, or bankruptcy of the General Partner, there is no remaining General Partner, the business of the Partnership shall be continued by a substitute General Partner selected by the Limited Partners to replace the last General Partner. In the event that a substitute General Partner is not obtained, the Partnership shall be dissolved on the ninetieth (90th) day after the occurrence of such event.