Adams Investment Corp,Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	19
Amés-Ennis,Inc,	Amend. Lmtd Prtnrship	1	77
Albertson,Fred W,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Appler, Thomas V,II,Lmtd Prtnr /	Certif. Lmtd Prtnrship	1	209
Aberdeen Mall Equities	Certif. Lmtd Prtnrship	1	188
Aberdeen Mall Equities	1st. Amend. Certif Lmtd Prtnrship	1	336
Aberdeen Investors,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	336
Adelman, Jack, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	349
Atlas Truck Lines,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Arnold, W. Perry, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	488
Aberdeen Centre Equities	2nd. Amend Lmtd Prtnrship	1	549
Aberdeen Investors,Lmtd Prtnr/	2nd. Amend Lmtd Prtnrship	1	549
Arnold, W.Perry, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Arroyo, Jose C.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Amoss, Willard, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Aberdeen Centre Equities	3rd. Amend Lmtd Prtnrship	1	603
Aberdeen Investors,Lmtd Prtnr	3rd. Amend Lmtd Prtnrship	1	603
Adams Investment Corp	Amend. Lmtd Prtnrship	1	642
Alafriz, Manuel J.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Amoss, Willard	Amend. Lmtd Prtnrship	1	644
Arnold, W. Perry,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Arroyo, Jose C.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Akmans' Lmtd Prtnrship	Certificate Lmtd Prtnrship	1	682
Akman, Julius,Genl Prtnr	Certif. Lmtd Prtnrship	1	682
Akman, Frank Genl Prtnr	Certif. Lmtd Prtnrship	1	682
Akman, Julius Lmtd Prtnr	Certif.Lmtd Prtnrship	1	682
Akman, Anne K. Lmtd Prtnr	Certif. Lmtd Prtnrship	1	682
Akman, Frank Lmtd Prtnr	Certif. Lmtd Prtnrship	1	682
Akman, Minette R. Lmtd Prtnr	Certif. Lmtd Prtnrship	1	682

Bunnell, Maxine, Lmtd Prtnr	Amend- Dawme Associates	1	1
Bunnell, Wm. A., Lmtd Prtnr	Amend- Dawme Associates	1	1
Bunnell, Maxine, Lmtd Prtnr	Amend- Dawme Associates	1	1
Bunnell, David C,Lmtd Prtnr	Amend- Dawme Associates	1	1
Bart, Harry , Lmtd Prtnr	Amend- Lmtd Prtnrship	1	3
Bunnell, William A.,Lmtd Prtnr /	Certif Lmtd Prtnrship	1	19
Bosely,Melvin G,Genl Prtnr	Certif. Lmtd Prtnrship	1	35
Bosely,Roy A., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	35
Burgess,William T,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	40
Bosely,Melvin G,Genl Prtnr	Certif. Lmtd Prtnrship	1	49
Burgess,William T,Lmtd Prtnr	Amend, Lmtd Prtnrship	1	55
Bunnell, Wm. A, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	67
Bunnell, Maxine,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	67
Bunnell, David C,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	67
Buettner, William F, Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	69
Buettner, Mary S, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	69
Bel air Associates	Certif. Lmtd Prtnrship	1	92
Boyle, Clarence C,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Boyle, Irene K, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Bel Air Associates	Amend. Lmtd Prtnrship	1	101
Brewster,Andre W, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	101
Braunstein,Richard L,Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	105
Buettner, Mary S.,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Blum,Jacob, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Balamut,Rose, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
Bosely,Melvin G,Genl Prtnr	1st. Amend. Lmtd Prtnrship	1	193
Bosely, Roy A,, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	193
Bosely,Melvin G,Genl Prtnr	2nd. Amend. Lmtd Prtnrship	1	202
Bosely, Roy A. Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	202
Buettner,William F,Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Blum, Jacob, Lmtd. Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Blum, Mary S.,Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205

Bank, Merrill, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Bosely,Melvin G,,Genl Prtnr	Certif. Lmtd Prtnrship	1	280
Bosely,Roy A., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	280
Bunnell, Wm. A,Genl Prtnr/ Lmtd Prtnr	Lmtd Prtnrship Agmt	1	283
Bunnell, Maxine,Lmtd Prtnr	Lmtd Prtnrship Agmt	1	283
Bunnell Associates,Lmtd Prtnr	Lmtd Prtnrship Agmt	1	283
Brentwood Square Lmtd Prtnrship	Certif. Lmtd Prtnrship	1	321
Buettner, Mary A, Lmtd Prtnr	3rd. Amend Lmtd Prtnrship	1	354
Blum, Jacob, Lmtd Prtnr	3rd. Amend Lmtd Prtnrship	1	354
Bynum Run Center Associates	Certif. Lmtd Prtnrship	1	359
Borrell,Rogelio M,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Bright Oaks I Associates,Ltd	Amend. Lmtd Prtnrship	1	377
Bosely,Melvin G.,Genl Prtnr	Amend. Lmtd Prtnrship	1	377
Bosely, Roy A.,Lmtd. Prtnr	Amend. Lmtd Prtnrship	1	377
Bosely,Melvin G.,Genl Prtnr	Amend. Lmtd Prtnrship	1	379
Bosely,Roy A., Lmtd Prtnr	Amend. Lmtd Prtnrship	1	379
Bynum Run Center Associates	1st. Amend. Lmtd Prtnrship	1	417
Bunnell, William A,Genl Prtnr/ Lmtd Prtnr	1st. Supl. Agmt	1	453
Bunnell Associates, Lmtd Prtnr	1st. Supl. Agmt	1	453
Bunnell, Maxine, Lmtd Prtnr	1st. Supl. Agmt	1	453
Bosely,Melvin G,Genl Prtnr	Amend. Lmtd Prtnrship	1	457
Bosely, Roy A.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	457
Bright Oaks I Associates,Ltd	Amend. Lmtd Prtnrship	1	459
Bosely,Melvin G,Genl Prtnr	Amend. Lmtd Prtnrship	1	459
Bosely,Roy A, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	459
Bosely, Melvin G,Genl Prtnr	Amend. Lmtd Prtnrship	1	461
Bosely, Roy A.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	461
Bosely,Melvin G,Genl Prtnr	Amend. Lmtd Prtnrship	1	467
Bosely,Helen Louise,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	467
Bosely,Carolyn Florence,Lmtd Prtnr/	Amend. Lmtd Prtnrship	1	467
Bosely, Arthur G,Lmtd Prtnr	Amend. Lmtd Partnrship	1	467
Bosely,Lorraine Kay, Lmtd Prtnr /	Amend. Lmtd Prtnrship	1	467
Bosely,Melvin G,Genl Prtnr/ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	471
Bosely,Roy A. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	471
Bosely, Melvin G,Genl Prtnr	Amend. Lmtd Prtnrship	1	473
Bosely, Roy A, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	473
Bright Oaks I Associates,Ltd	Amend. Lmtd Prtnrship	1	475
Bosley, Melvin G, Genl Prtnr	Amend. Lmtd Prtnrship	1	475

Bosely, Roy A, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	475
Bunnell,David C,Genl Prtnr	Certif. Lmtd Prtnrship	1	477
Bunnell,Claiborne D, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	477
Bunnell,Jewell, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	477
Buettner,Mary A.,Lmtd Prtnr	4th. Amend. Lmtd Prtnrship	1	524
Blum, Jacob , Lmtd Prtnr	4th. Amend. Lmtd Prtnrship	1	524
Berlou Joint Venture	Agmt	1	529
Brown, Danna L., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Bynum Run Center Associates	Amend. Lmtd Prtnrship	1	584
Barrick,Donald M,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Byrd,Phillip E. B,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Berlin, Steven, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Block,Lawrence D.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Bedon, George, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Brendle, W. K.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Bright Oaks I Associates,Ltd	Disl. & Cancellation	1	630
Bosely, Melvin G,Genl Prtnr	Cancellation	1	630
Bosely, Roy A, Lmtd Prtnr	Cancellation	1	630
Bunnell,William A,	Amend. Lmtd Prtnrship	1	642
Barrick, Donald M.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Bedon, George, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Berlin, Steven, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Block, Lawrence D.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Brendle, W. K. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Byrd, Phillip E.B.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Brenneman Farm Associates	Certif. Lmtd Prtnrship	1	654
Bunnell, Wm. A, Genl Prtnr	Certif. Lmtd Prtnrship	1	660
Bunnell, Maxine, Genl Prtnr	Certif. Lmtd Prtnrship	1	660
Belair-Tollgate Prtnrship	Certif. Lmtd Prtnrship	1	678
BMD, Inc., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	678

Bunnell, Maxine, Lmtd Prtnr	Amend- Dawme Associates	1	1
Bunnell, Wm. A., Lmtd Prtnr	Amend- Dawme Associates	1	1
Bunnell, Maxine, Lmtd Prtnr	Amend- Dawme Associates	1	1
Bunnell, David C,Lmtd Prtnr	Amend- Dawme Associates	1	1
Bart, Harry , Lmtd Prtnr	Amend- Lmtd Prtnrship	1	3
Bunnell, William A.,Lmtd Prtnr /	Certif Lmtd Prtnrship	1	19
Bosely,Melvin G,Genl Prtnr	Certif. Lmtd Prtnrship	1	35
Bosely,Roy A., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	35
Burgess,William T,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	40
Bosely,Melvin G,Genl Prtnr	Certif. Lmtd Prtnrship	1	49
Burgess,William T,Lmtd Prtnr	Amend, Lmtd Prtnrship	1	55
Bunnell, Wm. A, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	67
Bunnell, Maxine,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	67
Bunnell, David C,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	67
Buettner, William F, Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	69
Buettner, Mary S, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	69
Bel air Associates	Certif. Lmtd Prtnrship	1	92
Boyle, Clarence C,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Boyle, Irene K, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Bel Air Associates	Amend. Lmtd Prtnrship	1	101
Brewster,Andre W, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	101
Braunstein,Richard L,Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	105
Buettner, Mary S.,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Blum,Jacob, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Balamut,Rose, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
Bosely,Melvin G,Genl Prtnr	1st. Amend. Lmtd Prtnrship	1	193
Bosely, Roy A,, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	193
Bosely,Melvin G,Genl Prtnr	2nd. Amend. Lmtd Prtnrship	1	202
Bosely, Roy A. Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	202
Buettner,William F,Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Blum, Jacob, Lmtd. Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Blum, Mary S.,Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Bohler Invest.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Buettner, Mary S, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Blum, Jacob, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Bright Oaks I Associates,Ltd	Certif. Lmtd Prtnrship	1	259
Bosely,Melvin G,Genl Prtnr	Certif. Lmtd Prtnrship	1	259
Bosely,Roy A.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	259

Calvert,Inc., Genl Prtnr	Amend - Dawme Associates	1	1
Catzen,Robert W,Genl Prtnr	Certif. Lmtd Prtnrship	1	40
Courts of Harford Square	Amend. Lmtd Prtnrship	1	46
Catzen, Robert W,Genl Prtnr	Amend, Lmtd Prtnrship	1	55
Courts of Harford Square	Amend. Lmtd Prtnrship	1	63
Calvert,Inc, Genl Prtnr	Amend. Lmtd Prtnrship	1	67
Campus Hills Equities Inc. Genl Prtnr	Certif. Lmtd Prtnrship	1	69
Commercial & Ind.Properties/	Certif. Lmtd Prtnrship	1	69
Cohen, Herbert L,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	73
Cohen, Herbert L,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	77
Courts of Harford Square	Amend. Lmtd Prtnrship	1	85
Carlin, E Austin,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Conston, Charles,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Campus Hills Equities	1st. Amend. Lmtd Prtnrship	1	160
Commercial & Industrial -	1st. Amend. Lmtd Prtnrship	1	160
Properties, Inc,Genl Prtnr	- - ----------		
Commercial & Ind.Properties-	1st. Amend. Lmtd Prtnrship	1	160
Inc., Atty-in-fact			
Carney,Robert E,Jr, Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	186
Campus Hills Equities Lmtd Prtnrship/	2nd. Amend. Lmtd Prtnrship	1	205
Commercial & Ind.Properties Inc.Genl Prtnr/	2nd. Amend. Lmtd Prtnrship	1	205
Commercial & Ind.Properties-	2nd. Amend. Lmtd Prtnrship	1	205
Inc. Atty-in-fact			
Curlett,John N,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Carter,Thomas L,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Campus Hills Equities	Amend. Lmtd Prtnrship	1	233
Commercial & Ind.Properties Inc,Genl Prtnr/	Amend. Lmtd Prtnrship	1	233
CLF Lmtd Prtnrship	Agmt. Lmtd Prtnrship	1	237
Cohen, Herbert L,Genl Prtnr	Agmt. Lmtd Prtnrship	1	237
Cohn, Irving F, & Barbara G./ Indiv. & Trus	Prtnrship Agmt	1	249
Cohn,Richard F,& Joanne S.	Prtnrship Agmt	1	249
Country Village Prtnrship	1st. Amend. Lmtd Prtnrship	1	262
Churchville Equities Inc,Genl Prtnr	Certif. Lmtd Prtnrship	1	271
Commercial & Ind.Properties/	Certif. Lmtd Prtnrship	1	271
Cordish, David S,Genl Prtnr/ Lmtd Prtnr	Lmtd Prtnrship Agmt	1	283
Cordish, Penelope,Lmtd Prtnr	Lmtd Prtnrship Agmt	1	283
Colvin,Melvin R,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	333

Inc.,Lmtd Prtnr Commercial & Ind.Properties,/	1st. Amend. Lmtd Prtnrship	1	336
Campus Hill Equities	3rd. Amend. Lmtd Prtnrship	1	354
Inc. Genl Prtnr Commercial & Ind. Properties/	3rd. Amend. Lmtd Prtnrship	1	354
Chester, Ray F., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Prtnr Clinkscales,Marshall,Lmtd/	Certif. Lmtd Prtnrship	1	366
Colwell, J.L., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Carney,Robert E, Jr., Prtnr	Prtnrship Agmt	1	392
Genl Prtnr Cordish,David S.,Lmtd Prtnr/	1st. Supl Agmt	1	453
Cordish,Penelope,Lmtd Prtnr	1st. Supl Agmt	1	453
Christina Lmtd Prtnrship	Certif. Lmtd Prtnrship	1	497
Properties Inc,Genl Prtnr Commercial & Industrial /	Certif. Lmtd Prtnrship	1	497
Inc. Lmtd Prtnr Commercial & Ind. Properties/	Certif. Lmtd Prtnrship	1	497
Prtnrship Churchville Equities Lmtd/	1st. Amend Lmtd Prtnrship	1	519
Inc, Genl Prtnr Commercial & Ind. Properties/	1st. Amend Lmtd Prtnrship	1	519
Prtnrship Campus Hill Equities Lmtd /	4th. Amend. Lmtd Prtnrship	1	524
perties,Inc Genl & Lmtd Commercial & Industrial Pro-/	4th. Amend. Lmtd Prtnrship	1	524
Inc. Atty-in-fact Commercial & Ind.Properties/	4th. Amend. Lmtd Prtnrship	1	524
Inc. Lmtd Prtnr Commercial & Ind.Properties/	2nd. Amend. Lmtd Prtnrship	1	549
Coleman,Mauriece W,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Clark, Mary L, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Cassilly,Robert R,Jr,	Prtnrship Agmt	1	579
Cassilly,Richard B.	Prtnrship Agmt	1	579
Cassilly, Peter B.	Prtnrship Agmt	1	579
Crahan, Catherine S.	Prtnrship Agmt	1	579
Cohen, Herbert L, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	587
Croft, Vernon R, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Costa, Anthony, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Inc,Lmtd Prtnr Commercial & Ind.Properties/	3rd. Amend Lmtd Prtnrship	1	603
Carney,Robert E,Jr,Lmtd Prtnr	Extension Agmt	1	619
Costa, Anthony,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Croft, Vernon R. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
& Lmtd Prtnr Cordish, David S.,Genl Prtnr/	2nd. Supl Agmt	1	675
Cordish, Penelope, Lmtd Prtnr	2nd. Supl Agmt	1	675
Cohen, Leonard K, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	678
Christina Lmtd Prtnrship	Cert Lmtd Prtnrship	1	687
ties,Inc.,Lmtd.Prtnr. Commercial & Industrial Proper-	Cert. Lmtd. Prtnrship	1	687
ties,Inc.,Genl.Prtnr. Commercial & Industrial Proper-	Cert. Lmtd. Prtnrship	1	687

Dawme Associates	Amend - Lmtd Prtnrship	1	1
Davidson,William B,Jr,Lmtd/Prtnr	Certif. Lmtd Prtnrship	1	35
Dawme Associates	Amend. Lmtd Prtnrship	1	67
Dingwell, James D.Jr,Lmtd/Prtnr	Certif. Lmtd Prtnrship	1	105
Dille, John F, Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Deigert,Joseph D,Genl Prtnr	Certif. Lmtd Prtnrship	1	186
Davidson,William B,Jr,Lmtd/Prtnr	1st. Amend. Lmtd Prtnrship	1	193
Davidson,William B.Jr,Lmtd/Prtnr	2nd. Amend. Lmtd Prtnrship	1	202
Dunst, Elaine L,Lmtd Prtnr	Certif. Lmtd. Prtnrship	1	209
Davidson,William B,Jr,Lmtd/Prtnr	Certif. Lmtd Prtnrship	1	259
Davidson,William B,Jr,Lmtd/Prtnr	Certif. Lmtd Prtnrship	1	280
Dandy,Walter, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Davidson,William B,Jr,Lmtd/Prtnr	Amend. Lmtd. Prtnrship	1	377
Davidson,William B,Jr,Lmtd/Prtnr	Amend. Lmtd Prtnrship	1	379
Davidson,William B,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	457
Davidson,William B,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	459
Davidson,William B,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	461
Davage, Joseph L, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Dobson,Spencer G,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Dordai, Augustin,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Donnick, Irvin, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Deigert,Joseph,Genl Prtnr	Extension Agmt	1	619
Damazo, Frank, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Donnick, Irvin,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Dordai, Augustin,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

Elliott, William,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	3
Equitable Fin. Corp,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	101
Edgewater Associates	Certif. Lmtd Prtnrship	1	179
Equitable Trust Co, Trus	1st. Amend. Lmtd Prtnrship	1	262
Edgewater Prtnrship	Lmtd Prtnrship Agmt	1	283
Edgewood Lmtd Prtnrship	Certif. Lmtd Prtnrship	1	349
Ebker, Gerald W.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Edgewood Lmtd Prtnrship	Amend. Lmtd Prtnrship	1	396
Edgewood Associates	Amend. Lmtd Prtnrship	1	421
Edgewater Prtnrship	1st. Supl. Agmt	1	453
Edgewater Associates	Amend. Lmtd Prtnrship	1	511
Edgewater Prtnrship	Suppl. Agmt	1	675

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Fenwick,Charles C,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	3
Fedder,,Martin , Lmtd Prtnr	Certif,,Lmtd Prtnrship	1	73
Fedder, Martin, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	77
Frost, John, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Freeman,W.Niles,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Freeman,W.Niles,Jr,Trus	Certif.Lmtd Prtnrship	1	105
Ferree,Joseph, Lm td Prtnr	Certif.Lmtd Prtnrship	1	105
Fain, Norman M,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
Fedder, Martin, Lmtd. Prtnr	Agmt. Lmtd Prtnrship	1	237
Frank, Isador	Prtnrship Agmt	1	249
Friendship Associates	Certif. Lmtd Prtnrship	1	325
Frenkil,Victor, Genl Prtnr/ Lmtd Prtnr	Certif. Lmtd Prtnrship	1	385
Frenkil,Victor Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	385
Frenkil, Leonard I,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	385
Fox Hill Joint Venture	Prtnrship Agmt	1	392
Foery, Donald G,Genl Prtnr/ Lmtd Prtnr	1st.Amend. Lmtd Prtnrship	1	417
Friendship Associates	Amend. Lmtd Prtnrship	1	437
Frenkil,Victor,Genl Prtnr/ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	463
Frenkil,Victor,Jr,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	463
Frenkil,Leonard I,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	463
Fallston Genl Hospital	Certif. Lmtd Prtnrship	1	488
Fallston Med.Compl.Operating/ Corp. Genl Prtnr	Certif. Lmtd Prtnrship	1	488
Foehrkolb,Dorothy,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Foery,Donald G.,Genl Prtnr/ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Foery, Lou-Ann D,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Fedder, Martin, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	587
Fallston Genl Hospital	Amend. Lmtd Prtnrship	1	594
Fallston Med.Complex Operating/ Corp.Genl Prtnr	Amend. Lmtd Prtnrship	1	594
Fritz,Louis A, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Facelo,Marion R, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Fallston Genl Hospital	Amend. Lmtd Prtnrship	1	632
Fallston Med.Complex Operat-/ ing Corp,Genl Prtnr	Amend. Lmtd Prtnrship	1	632
Fallston Genl Hospital/ Lmtd Prtnrship	Amend. Lmtd Prtnrship	1	644
Fallston Med.Complex Operating/ Corp.Genl Prtnr	Amend. Lmtd Prtnrship	1	644
Facelo,Marino R.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Frenkil, James, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Fritz,Louis A. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

Griswold, Alexander B., Lmtd Prtnr / Lmtd Prtnr	Certif. Lmtd Prtnrship	1	3
Griswold, Benjamin H, III / Prtnr	Certif, Lmtd Prtnrship	1	3
Goldman, Robert M., Lmtd Prtnr /	Certif. Lmtd Prtnrship	1	19
Gorfine, Harry B, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	55
Greenfield, Robert K, Lmtd Prtnr /	Certif. Lmtd Prtnrship	1	105
Gutman, Alvin P, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Gisriel, W. Thomas, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Gisriel, W Thomas, Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Gisriel, W. Thomas, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Greenfeld, Alvin E, Genl Prtnr	Certif. Lmtd Prtnrship	1	321
Greenfeld, Judith, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	321
Greenbrier Associates I	Certif. Lmtd Prtnrship	1	333
Gisriel, W. Thomas, Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	354
Glover, L. H., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Gisriel, W. Thomas, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	381
Gunpowder Land Associates / Lmtd Prtnrship	Prtnrship Agmt	1	392
Gateway Associates	Certif. Lmtd Prtnrship	1	477
Gisriel, W. Thomas, Lmtd Prtnr	4th. Amend Lmtd Prtnrship	1	524
Grigoleit, Alfred, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Gracia, Jose, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Greenebaum, Stewart J, Lmtd Prtnr /	Certif. Lmtd Prtnrship	1	620
Glusman, Sheldon M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	620
Greenebaum, Stewart J, Lmtd Prtnr /	Amend. Lmtd Prtnrship	1	625
Glusman, Sheldon M, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	625
Goldman, Robert M,	Amend. Lmtd Prtnrship	1	642
Gracia, Jose, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Grigoleit, Alfred	Amend. Lmtd Prtnrship	1	644
Greater Bel Air Investments	Certif. Lmtd Prtnrship	1	670
Greenebaum, Stewart J., Genl Prtnr /	Certif. Lmtd Prtnrship	1	670

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Harvey,F.Barton,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	3
Hubble, L. L., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	19
Hickory Hills Joint Venture	Certif. Lmtd Prtnrship	1	40
Heiser, John Jr,Genl Prtnr	Amend. Lmtd Prtnrship	1	46
Hays Street Associates,Ltd	Certif. Lmtd Prtnrship	1	49
Hays Street Corp, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	49
Hickory Hills Joint Venture	Amend. Lmtd Prtnrship	1	55
Hahn, William A, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	55
Heiser, John Jr, Genl Prtnr	Amend. Lmtd Prtnrship	1	63
Heiser, John,Jr, Genl Prtnr	Amend. Lmtd Prtnrship	1	85
Hathaway,H Grant,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	101
Harris,Robert Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Hagan,John G., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Huntington Associates	Certif. Lmtd Prtnrship	1	186
Hofmann,Henry H.Lmtd Prtnr	Certif. Lmtd Prtnrship	1	186
Hearn,Frederick W,Genl Prtnr	Certif. Lmtd Prtnrship	1	209
Hearn,Frederick W,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Hermann,William L,Genl Prtnr	Certif. Lmtd Prtnrship	1	209
Hermann,William L,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Hermann, Mary M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Hoffecker,Thomas W,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Hoffecker,Margaret S.A,Lmtd/ Prtnr	Certif. Lmtd Prtnrship	1	209
Heine,Charles H, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Heritage Village Associates	Certif. Lmtd Prtnrship	1	381
Hayes Street Associates,Ltd	Amend. Lmtd Prtnrship	1	467
Hayes Street Corp,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	467
Holewinski,Ronald,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Hebbener,Gordon T,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Hall,Robert Neil,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Harrison,George E,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Howard, Robert, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Hofmann,Henry H,Lmtd Prtnr	Extension Agmt	1	619
Huntington Associates	Extension Agmt	1	619
Hubble, L. L.,	Amend. Lmtd Prtnrship	1	642
Hubble, John D., & Nancy C.	Amend. Lmtd Prtnrship	1	642
Hitzig,Pietr, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	646

Industrial State Bank Profit-Sharing Plan & Trust, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Im, Nak J, Lmtd Prtnr	Amend.. Lmtd Prtnrship	1	594
Im. Nak J. Lmtd Prtnr	Amend.Lmtd Prtnrship	1	644

Katz, Myles, Lmtd Prtnr	Amend, Lmtd Prtnrship	1	55
Knott Industries, Inc, Genl Prtnr/	Certif. Lmtd Prtnrship	1	92
Kahoe, Stephen M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kahoe, Anna J., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kahoe, Robert F, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kahoe, Ellen, K, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kress, William, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Kress, Milton, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Klein, Milton, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Kaplan, Isadore, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Kaylor, Roy D., Genl Prtnr/ Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Kilchenstein, Michael W, Lmtd Prtnr/	Amend. Lmtd Prtnrship	1	594
Kwah, Henry, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Katz, Ferald M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	620
Katz, Gerald M, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	625
Kilchenstein, Michael W./ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Kwah, Henry, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

Industrial State Bank Profit-Sharing Plan & Trust, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Im, Nak J, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Im. Nak J. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

Jett, Donald M, Genl Prtnr	Certif. Lmtd Prtnrship	1	40
Jett, Donald M, Genl Prtnr	Amend, Lmtd Prtnrship	1	55
Jackson, Cary W, Genl Prtnr	Amend. Lmtd Prtnrship	1	101
Johnson, George W, Genl Prtnr	Certif. Lmtd Prtnrship	1	188
Johnson, George W, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	188
Johnson, Hazel M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	188
Johnson, George W, Genl Prtnr, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	336
Johnson, Hazel M., Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	336
Jarvis Steel & Lumber Co, Inc, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	463
Johnson, George W, Genl Prtnr	2nd. Amend. Lmtd Prtnrship	1	549
Johnson, George W, & Hazel M., Lmtd Prtnrs	2nd. Amend. Lmtd Prtnrship	1	549
Johnson, Paul, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Jarvis Steel & Lumber Co, Inc, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	385
Johnson, George W, Genl Prtnr, Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	603
Johnson, Hazel M, Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	603
Jack, Joseph Jr., Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

Katz, Myles, Lmtd Prtnr	Amend, Lmtd Prtnrship	1	55
Knott Industries, Inc, Genl Prtnr/	Certif. Lmtd Prtnrship	1	92
Kahoe, Stephen M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kahoe, Anna J., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kahoe, Robert F, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kahoe, Ellen, K, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Kress, William, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Kress, Milton, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Klein, Milton, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Kaplan, Isadore, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Kaylor, Roy D., Genl Prtnr/ Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Kilchenstein, Michael W, Lmtd Prtnr/	Amend. Lmtd Prtnrship	1	594
Kwah, Henry, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Katz, Ferald M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	620
Katz, Gerald M, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	625
Kilchenstein, Michael W./ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Kwah, Henry, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

Luetkemeyer,John A,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	46
Luetkemeyer,John A,Jr,Lmtd Prtnr/ Prtnr	Amend, Lmtd Prtnrship	1	46
Luetkemeyer,John A,Lmtd Prtnr	Amend, Lmtd Prtnrship	1	63
Luetkemeyer,John A,Jr. Lmtd Prtnr/ Prtnr	Amend, Lmtd Prtnrship	1	63
Leonetti,Nicholas F,Genl Prtnr / Prtnr	Certif. Lmtd Prtnrship	1	73
Leonetti,Nicholas F,Genl Prtnr/ Prtnr	Amend. Lmtd Prtnrship	1	77
Luetkemeyer,John A,Sr,Lmtd Prtnr/ Prtnr	Amend. Lmtd Prtnrship	1	85
Luetkemeyer,John A,Jr,Lmtd Prtnr/	Amend. Lmtd Prtnrship	1	85
Lynch, Paul E, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	92
Lynch,Mary Vivian K, Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	92
Levine, Lee A.,Genl Prtnr	Certif. Lmtd Prtnrship	1	179
Leonetti,Nicholas F,Lmtd Prtnr/	Agmt. Lmtd Prtnrship	1	237
Levy, Merrill, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Lynch, Donald F,Genl Prtnr	Certif. Lmtd Prtnrship	1	276
Lynch, Lillian B,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	276
Land Dev.Associates,Inc./ Genl Prtnr	Certif. Lmtd. Prtnrship	1	325
Land Dev.Associates,Inc./ Atty-in-fact	Certif. Lmtd. Prtnrship	1	325
Land Dev.Associates,Inc./ Genl Prtnr	Certif. Lmtd. Prtnrship	1	359
Lininger,John L, Genl Prtnr/ Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Land Dev. Associates Inc	1st. Amend. Lmtd Prtnrship	1	417
Land Dev. Associates Inc/ Genl & Lmtd Prtnr	Amend. Lmtd Prtnrship	1	421
Land Dev.Associates-Balto,/ Inc, Genl & Lmtd Prtnr	Amend. Lmtd Prtnrship	1	421
Land Dev.Associates,Inc/ Atty-in-fact	Amend. Lmtd Prtnrship	1	421
Land Dev Associates of Balto/ Inc. Atty-in-fact	Amend. Lmtd Prtnrship	1	421
Land Dev Associates of Balto/ Inc Genl Prtnr	Amend. Lmtd Prtnrship	1	437
Land Dev.Associates of Balto/ Inc. Atty-in-fact	Amend. Lmtd Prtnrship	1	437
Levine, Lee A.,Genl Prtnr / Atty-in-fact	Amend. Lmtd Prtnrship	1	511
Liberto,John, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Leonetti,Nicholas F,Genl Prtnr	Amend. Lmtd Prtnrship	1	587
Lanphear, David M,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Lanphear, David M. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Lautz, Rita J. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Lapidus, Alvin M, Genl Prtnr/ Lmtd Prtnr	Certif.Lmtd Prtnrship	1	678
Loden, Daniel J., Lmtd. Prtnr.	Cert. Lmtd. Prtnrship	1	687

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Martien, William,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	19
Moser, M. Peter, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	19
Meadowood Associates, Ltd	Certif. Lmtd Prtnrship	1	35
Merrick,Robert G,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	46
Merrick,Robert G,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	63
Merrick,Robert G,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	85
Multiview Cable Corp,Genl/ Prtnr	Certif Lmtd Prtnrship	1	105
Multiview Pa.,Inc,Genl Prtnr	Certif Lmtd Prtnrship	1	105
Matthews, John D. Lmtd Prtnr	Certif.Lmtd Prtnrship	1	105
Mailman,Lloyd S,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Morris, Alan R.,Genl Prtnr	Certif. Lmtd Prtnrship	1	179
Masinter,Edgar M,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
Miller,Edward H,Genl Prtnr	Certif. Lmtd Prtnrship	1	186
Moore,Richard A,Genl Prtnr	Certif. Lmtd Prtnrship	1	186
Meadowood Associates, Ltd	1st Amend.Lmtd Prtnrship	1	193
Meadowood Associates, Ltd	2nd. Amend. Lmtd Prtnrship	1	202
Mailman, Lloyd S, Lmtd Prtnr	2nd.Amend. Lmtd Prtnrship	1	205
Mailman,Lloyd S.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Mather, Lee R, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	259
Melfa, Richard F,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	259
Marywood Company	Certif. Lmtd Prtnrship	1	276
Meadowood Associates III,Ltd	Certif. Lmtd Prtnrship	1	280
Mather, Lee R.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	280
Melfa,Richard F,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	280
Mailman, Lloyd S.,Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	354
Mathews,Charles,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Meacham, Lucy, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Melfa, Richard F,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	377
Mather, Lee R, , Lmtd Prtnr	Amend. Lmtd Prtnrship	1	377
Meadowood Associates III,Ltd	Amend. Lmtd Prtnrship	1	379
Melfa,Richard F,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	379
Mather, Lee R. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	379
Maryland Residential Services/ Inc,Genl Prtnr	Certif. Lmtd Prtnrship	1	381
Miller, Edward H.,Prtnr	Prtnrship Agmt	1	392
Moore, Richard A, Prtnr	Prtnrship Agmt	1	392
Mosbacher,Emil Jr,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	396
Mosbachor,Robert,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	396
Munz, Thomas C,Genl Prtnr/ Lmtd Prtnr	1st.Amend Lmtd Prtnrship	1	417

Meadowood Associates, Ltd	Amend. Lmtd Prtnrship	1	457
Melfa,Richard F,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	457
Melfa,Richard F,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	459
Melfa, Richard F.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	461
Meadowood Associates III,Ltd	Amend. Lmtd Prtnrship	1	461
Meadowood Associates, Ltd	Amend. Lmtd Prtnrship	1	471
Meadowood Associates,III, Ltd	Amend. Lmtd Prtnrship	1	473
Melfa, Richard F.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	473
Martinez, Jose, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	488
Melfa, Richard F, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	475
Morris, Alan R., Genl Prtnr	Amend. Lmtd Prtnrship	1	511
Mailman, Lloyd S,Lmtd Prtnr	4th. Amend. Lmtd Prtnrship	1	524
Moyd, Olin F, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Moree, Vera F, [illegible]	Prtnrship Agmt	1	579
Munz, Thomas C,Genl Prtnr/Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Munz, Edith J.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Miller, Florence,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	587
Martinez, Jose, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Marshall, Curtis, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Mathur, Murli, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Mitchell,Keiffer,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Maffezoli,Richard,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Miller,Edward H,Genl Prtnr	Extension Agmt	1	619
Moore,Richard A,Genl Prtnr	Extension Agmt	1	619
Melfa,Richard F,Lmtd Prtnr	Cancellation	1	630
Martien, William	Amend. Lmtd Prtnrship	1	642
Moser, M. Peter	Amend. Lmtd Prtnrship	1	642
Maffezoli,Richard Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Marshall, Curtis Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Martinez,Jose Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Mathur, Murli Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Mirarchi,Ralph J.	Amend. Lmtd Prtnrship	1	644
Mitchell, Keiffer,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Mercantile-Safe Dep.&Tr.Co/Trus	Certif. Lmtd Prtnrship	1	654
Magione, Nciholas B, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	670

McKean, Robert J, Jr, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
McLean Property, Ltd	Certif. Lmtd Prtnrship	1	366
McDonald, J.R., Genl Prtnr Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
McDaniel, V. E, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
McDonald, J.R., Atty-in-Fact	Certif. Lmtd Prtnrship	1	366
[illegible]	[illegible]	1	[illegible]
[illegible]	[illegible]	1	[illegible]

Nick-George Corp,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	73
Nick-George Corp,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	77
Needles,Henry C, Lmtd Prtrn	Certif. Lmtd Prtnrship	1	186
Neubauer,John J,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Nick-George Corp,Lmtd Prtnr	Agmt. Lmtd Prtnrship	1	237
Northcliff, Inc, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	271
Nickerson,Dewitt,Jr,Lmtd Prtnr	Certif. Lmtd ,Prtnrship	1	366
New Bridge Road Associates	Certif. Lmtd Prtnrship	1	562
Nick-George Lmtd Prtnrship	Amend. Lmtd Prtnrship	1	587
Nick-George Corp,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	587
Natale, Ralph D, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Needles,Henry C,Lmtd Prtnr	Extension Agmt	1	619

O'Connor, William J, Lmtd Prtnr / Indiv & Trus	Certif. Lmtd Prtnrship	1	105
Offit, Suzanne C, & Benson I. /	Prtnrship Agmt	1	249
Offit, Andrew S, & Margaret A.	Prtnrship Agmt	1	249
Orlando, Joseph , Lmtd Prtnr	Amend . Lmtd Prtnrship	1	594
[illegible], [illegible], Lmtd Prtnr	[illegible]. Lmtd Prtnrship	1	5[illegible]
Orlando, Joseph, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

Panitz, Leon J.,Genl Prtnr	Certif. Lmtd Prtnrship	1	19
Platt, Paul J.,Genl Prtnr	Certif. Lmtd Prtnrship	1	88
Platt, Patrick Paul Jr,Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	88
Phillips,John Patrick,Lmtd Prtnr/	Certif. Lmtd Prtnrship	1	105
Pechenik, Norma B,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
Plowden, James L, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Panlilio, Lutgardo,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Pirovolidis,D. L.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Pierpont,Ross Z, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Proctor,William F,Lmtd Prtnr	Certif.Lmtd Prtnrship	1	562
Page, Shirley, Lmtd Prtnr	Certif.Lmtd Prtnrship	1	562
Panlilio, Lutgardo Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Pierpont, Ross Z.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Pirovolidis,D.L.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Price,Chester,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Perlstein, Alan, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	670

Qureshi, Abdul, Lmtd Prtnr		Amend. Lmtd Prtnrship	1	594
Qureshi, Abdul, Lmtd Prtnr		Amend. Lmtd Prtnrship	1	644

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Rollins,Theodore,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	19
Rothenberg,Herbert,Genl Prtnr	Certif. Lmtd Prtnrship	1	179
Rothenberg,Herbert,Atty-in-fact	Certif. Lmtd Prtnrship	1	179
Rafter,John H.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Richardson,George P,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Russell,William R,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Reed, John P., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Ready,Donald H, Genl Prtnr	Certif. Lmtd Prtnrship	1	349
Richards, Michael M,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	377
Richards, Michael,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	379
Ready, Donald H.,Genl Prtnr	Amend. Lmtd Prtnrship	1	396
Roberts,Kenneth H.,Genl Prtnr Lmtd Prtnr	1st. Amend Lmtd Prtnrship	1	417
Richards,Michael, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	473
Richards,Michael, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	475
Rothenberg,Herbert,Genl Prtnr	Amend. Lmtd Prtnrship	1	511
Residential Properties,Inc. Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	519
Roberts,Kenneth H,Genl Prtnr Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Roberts,Linda L, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Rumsey Island Lmtd Prtnrship	Certif. Lmtd Prtnrship	1	620
Reno, Russell R,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	620
Rumsey Island Lmtd Prtnrship	Amend. Lmtd Prtnrship	1	625
Reno,Russell R.,Jr,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	625
Richards,Michael M.Lmtd Prtnr	Cancellation	1	630
Rollins, Theodore	Amend. Lmtd Prtnrship	1	642

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Shelton, Elice B,Lmtd Prtnr	Amend- Dawme Associates	1	1
Schott, Arlene, Lmtd Prtnr	Amend-Dawme Associates	1	1
Schnepfe, Charles H,Genl Prtnr	Certif. Lmtd Prtnrship	1	1
Schapiro, John D.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	1
Schweizer,Thomas,Lmtd Prtnr	Certif.Lmtd Prtnrship	1	1
Sirota, Wilbert H,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	19
Stevens,Walter A,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	35
Shelton,Elice B,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	67
Sunstein, David, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Sunstein, Leon C,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Snyder, Jordan, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Sims, William P,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Spain, John P, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Solomon, Burton,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Soble Constr.Co,Genl Prtnr	Certif. Lmtd Prtnrship	1	179
Sacks,David G, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
Spain,John P.,Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Solomon, Burton,Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Shamrock Associates	Certif. Lmtd Prtnrship	1	209
Stieff,Gideon N,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Spain, John P.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Solomon, Burton,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Siegel,Herbert J,Genl Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Shawe, Earle K.,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Shapiro,Albert, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Schwartz,Irving T,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	262
Sweeney,John J,Jr,Trus.	1st. Amend. Lmtd Prtnrship	1	262
Strehlen, Joseph J,Jr,Genl Prtnr	1st. Amend. Lmtd Prtnrship	1	276
Strehlen,Geraldine C, Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	276
Simons,John O,Genl Prtnr Lmtd Prtnr	Lmtd Prtnrship Agmt	1	283
Simons, Mary E, Lmtd Prtnr	Lmtd Prtnrship Agmt	1	283
Stern,Stanley M, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	349
Spain,John P., Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	354
Solomon, Burton, Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	354
Spoont, Stanley, Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	354
Shannon, G. M.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Sparks, Noah, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Straley,Keith L,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	385

Smullyan, Barbara M,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	396
Stern, Stanley M., Lmtd Prtnr	Amend. Lmtd Prtnrship	1	396
Simons, John O, Lmtd Prtnr / Genl Prtnr	1st. Supl Agmt	1	453
Simons, Mary E, Lmtd Prtnr	1st. Supl Agmt	1	453
Straley,Keith L,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	463
Schott,Glenn H., Genl Prtnr	Certif. Lmtd Prtnrship	1	477
Schott, Arlene, Genl Prtnr / Lmtd Prtnr	Certif. Lmtd Prtnrship	1	477
Shelton,Rodney W,Jr,Genl Prtnr	Certif. Lmtd Prtnrship	1	477
Shelton,Elice B., Genl Prtnr/ Lmtd Prtnr	Certif. Lmtd Prtnrship	1	477
Spain, John P.,Lmtd Prtnr	4th. Amend Lmtd Prtnrship	1	524
Solomon, Burton, Lmtd Prtnr	4th. Amend Lmtd Prtnrship	1	524
Spoont, Stanley, Lm td Prtnr	4th. Amend Lmtd Prtnrship	1	524
Schwartz,Bernard H.&Louise M.	Agmt	1	529
Stewart, James V,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Suddhimondala,Chawalit,Lmtd/ Prtnr	Amend. Lmtd Prtnrship	1	594
Shin, S. K.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Silver, Stuart B,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
Statkiewicz,Robert E,Lmtd/ Prtnr	3rd. Amend Lmtd Prtnrship	1	603
Sirota,Wilbert H.	Amend. Lmtd Prtnrship	1	642
Shin, S. K.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Silver,Stuart B.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Suddhimondala, Chawalit/ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Shelton,Elice B.,Trus,Lmtd/ Prtnr	Certif. Lmtd Prtnrship	1	660
Shelton, Christopher Andrew/ Lmtd Prtnr	Certif. Lmtd Prtnrship	1	660
Simons,John O.,Genl Prtnr &/ Lmtd Prtnr	2nd. Supl Agmt	1	675
Simons, Mary E. Lmtd Prtnr	2nd. Supl Agmt	1	675

Terra Firma Lmtd Prtnrship	Certif. Lmtd Prtnrship	1	3
Trimble Road Lmtd Prtnrship	Certif. Lmtd Prtnrship	1	19
Tabor, Neil, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	19
Taylor, Robert W. , Prtnr ,Lmtd/	Certif. Lmtd Prtnrship	1	209
Taylor, Howard C., Prtnr ,Lmtd/	Certif. Lmtd Prtnrship	1	209
Trout, Bernhardt L, Genl Prtnr	Certif. Lmtd Prtnrship	1	381
Trout, Bernhardt L, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	381
Twin Lakes Ltd. Prtnrship	Certif. Lmtd Prtnrship	1	400
Taylor, Thomas A, Genl Prtnr	Certif. Lmtd Prtnrship	1	562
Tillary, Albert, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Trimble Road Lmtd Prtnrship	Amend. Lmtd Prtnrship	1	642
Tabor, Neil	Amend. Lmtd Prtnrship	1	642
Tydings, Joseph D, Genl Prtnr	Certif. Lmtd Prtnrship	1	654
Tydings, Virginia C, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	654
Tydings, Millard E., II Trust	Certif. Lmtd Prtnrship	1	654
Tydings, Mary Campbell Trust	Certif. Lmtd Prtnrship	1	654
Tydings, Emlen Davies Trust	Certif. Lmtd Prtnrship	1	654
Tydings, Eleanor Davies Trust	Certif. Lmtd Prtnrship	1	654
Tree Top Associates	Certif. Lmtd Prtnrship	1	660

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Ulrich, James S, Lmtd Prtnr		Certif. Lmtd. Prtnrship	1	209
Universal Housing & Genl Prtnr Dev. Co/		Certif. Lmtd Prtnrship	1	333

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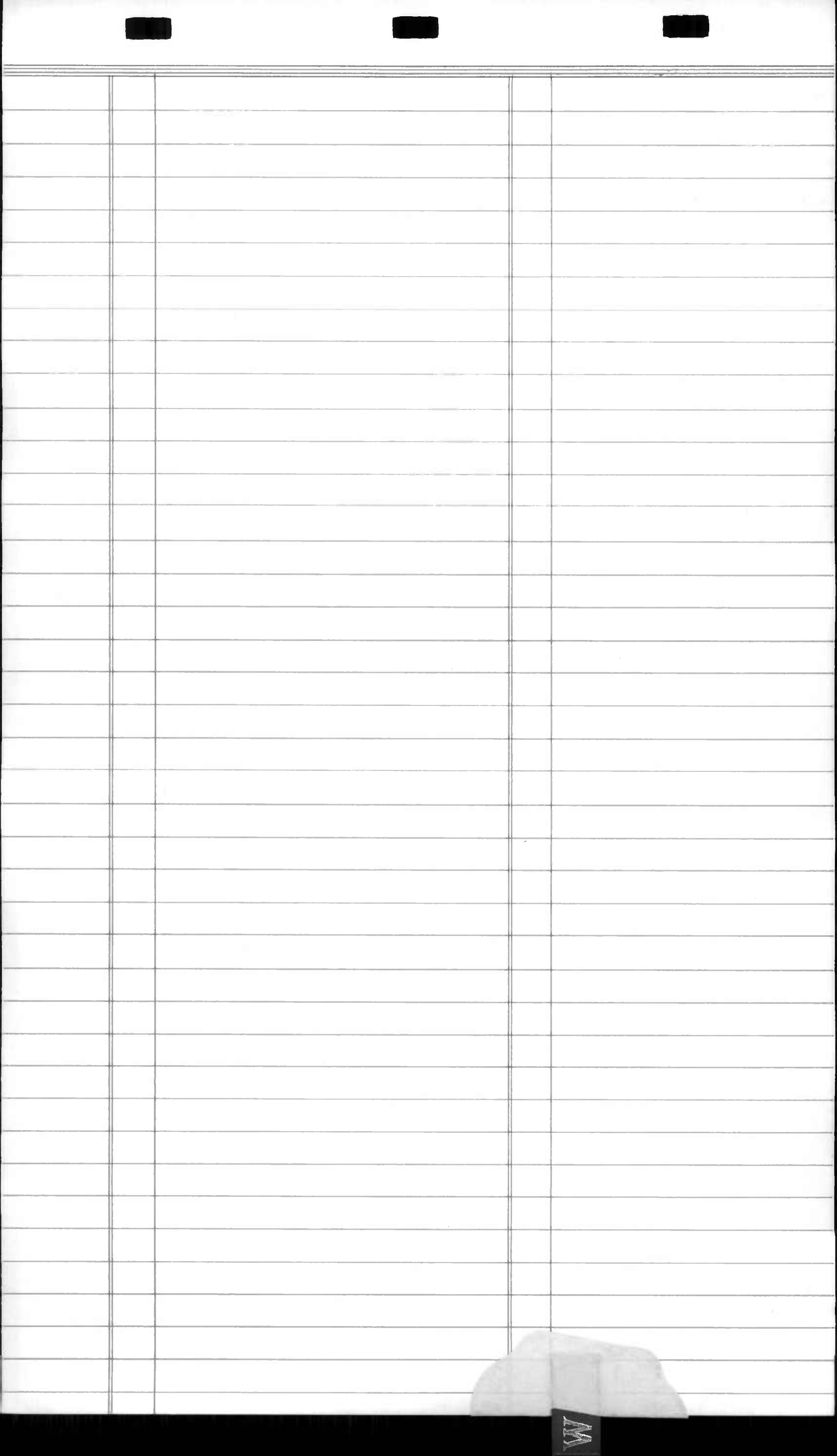
Vickers, Charles L, Jr, Prtnr Lmtd/		Certif. Lmtd Prtnrship	1	186
Villamater, Edgardo P, Prtnr Lmtd/		Amend. Lmtd Prtnrship	1	594
Vickers, Charles L, Jr, Prtnr Lmtd/		Extension Agmt	1	619
Villamater, Edgardo P./ Lmtd Prtnr		Amend. Lmtd Prtnrship	1	644



White, S.Bonsal,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	3
Weaver,William M,Jr Lmtd Prtnr	Certif. Lmtd Prtnrship	1	3
West, John C.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	3
Watson, James S, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	19
Ward, R.Walter, Genl Prtnr	Certif. Lmtd Prtnrship	1	35
Wolpoff,Alvin S. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	46
Ward, R.Walter, Genl Prtnr	Certif. Lmtd Prtnrship	1	49
Wahahn & Co, Trus	Amend, Lmtd Prtnrship	1	55
Wolpoff, Alvin S.Lmtd Prtnr	Amend. Lmtd Prtnrship	1	63
Wolpoff, Alvin S,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	85
Wood Shed Drive-In	Certif. Lmtd Prtnrship	1	88
Waxter,Arthur L.S.,Genl Prtnr	Amend. Lmtd Prtnrship	1	101
Wall, Thomas H.,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Wilson, Thomas W,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	105
Winter, Nelson S,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Winter, Janet C.,Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	160
Weathers,Eliot B,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	179
White, George W,Jr,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	188
White, George W,Jr,Genl Prtnr	Certif. Lmtd Prtnrship	1	188
White,Randall C, Genl Prtnr	Certif. Lmtd Prtnrship	1	188
White,Randall C, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	188
Ward,R Walter, Genl Prtnr	Amend.. Lmtd Prtnrship	1	193
Ward,R.Walter, Genl Prtnr	2nd. Amend. Lmtd Prtnrship	1	202
Winter,Nelson S.,Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Winter,Janet C, Lmtd Prtnr	2nd. Amend. Lmtd Prtnrship	1	205
Wilson,William H.C,Lmtd Prtnr	Certif. Lmtd Prtnrship	1	209
Winter,Nelson S.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Winter,Janet C.,Lmtd Prtnr	Amend. Lmtd Prtnrship	1	233
Windemere Associates	Prtnrship Agmt	1	249
Ward,R Walter,Genl Prtnr	Certif. Lmtd Prtnrship	1	259
White, Roland	1st. Amend. Lmtd Prtnrship	1	262
White, Kathleen VanGorder/ Distri.	1st. Amend. Lmtd Prtnrship	1	262
Ward, R.Walter, Genl Prtnr	Certif. Lmtd Prtnrship	1	280
White,George W.,Jr.Genl Prtnr/ Lmtd Prtnrship	1st. Amend. Lmtd Prtnrship	1	336
White, Randall C.,Genl Prtnr/ Lmtd Prtnr	1st. Amend. Lmtd Prtnrship	1	336
Winter,Nelson S.,Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	354
Winter,Janet C.,Lmtd Prtnr	3rd. Amend. Lmtd Prtnrship	1	354

Webster, C. Dennis, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	359
Ward, Newton E, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Weber. R. A., Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Wiginton, C. Lamar, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Wright, Clyde H, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	366
Ward, R. Walter, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	377
Ward, R. Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	379
Woodsdale Associates	Certif. Lmtd Prtnrship	1	385
Woodsdale Venture, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	385
Webster, C Dennis, Genl Prtnr/ Lmtd Prtnr	1st. Amend Lmtd Prtnrship	1	417
Webster, C Dennis, Genl Prtnr	Amend. Lmtd Prtnrship	1	421
Ward, R. Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	457
Ward, R. Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	459
Ward, R. Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	461
Woodsdale Associates	Amend. Lmtd Prtnrship	1	463
Woodsdale Venture, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	463
Ward, R Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	467
Ward, Jennifer Lee, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	467
Ward, Robert C, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	467
Ward, R Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	471
Ward, R. Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	473
Ward, R. Walter, Genl Prtnr	Amend. Lmtd Prtnrship	1	475
Winter, Nelson S., Lmtd Prtnr	4th. Amend Lmtd Prtnrship	1	524
Winter, Janet C., Lmtd Prtnr	4th. Amend Lmtd Prtnrship	1	524
White, George W, Jr, Genl & Lmtd Prtnr/	2nd. Amend Lmtd Prtnrship	1	549
White, Randall C, Lmtd & Genl Prtnr/	2nd. Amend Lmtd Prtnrship	1	549
Woodson, Lois B, Lmtd Prtnr	Certif. Lmtd Prtnrship	1	562
Webster, C. Dennis, Genl Prtnr/ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Webster, Sally H. Lmtd Prtnr	Amend. Lmtd Prtnrship	1	584
Ward, Mirtha, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	594
White, George W, Jr, Genl Prtnr/ Lmtd Prtnr	3rd. Amend Lmtd Prtnrship	1	603
White, Randall C, Genl Prtnr/ Lmtd Prtnr	3rd. Amend Lmtd Prtnrship	1	603
Ward, R. Walter, Lmtd Prtnr	Cancellation	1	630
Watson, James S.	Amend. Lmtd Prtnrship	1	642
Ward. Mirtha, Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644
Wright, Robert Howard/ Lmtd Prtnr	Amend. Lmtd Prtnrship	1	644

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Yates, Adrian H., Lmtd Prtnr		Certif. Lmtd Prtnrship	1	562

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Zeman, Donald J,Lmtd Prtnr		Certif. Lmtd Prtnrship	1	19
Zenitz, Joel Y,Genl Prtnr		Certif. Lmtd Prtnrship	1	321
Zuk, Judy, Lmtd Prtnr		Certif. Lmtd Prtnrship	1	562
Zeman, Donald J.		Amend. Lmtd Prtnrship	1	642

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AMENDMENT TO CERTIFICATE OF

DAWNE ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

This Amendment, made this 26th day of December, 1969, of the Limited Partnership Agreement dated December 3, 1969, witnesseth:

Whereas David C. Bunnell has been admitted as an additional Limited Partner to the Partnership in accordance with the provisions of paragraph 6 thereof, the partners and their respective contributions to the capital of the Partnership and their percentage of interest in the Partnership are as follows, towit:

General Partner

Name	Address	Cash Contribution	Interest
Calvert, Inc.	1501 Charmuth Rd. Lutherville, Md. 21093	$ 14.00	0.100

Limited Partners

Name	Address	Cash Contribution	Interest
Maxine Bunnell, as her separate property and estate	1501 Charmuth Rd. Lutherville, Md.21093	$ 3,000.00	21.429
Elice B. Shelton, as her separate property and estate	117D Forest Pine Apts. Franklin, Va. 23851	2,000.00	14.286
Wm. A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties	1501 Charmuth Rd. Lutherville, Md. 21093	5,486.00	39.185
Arlene Schott, as her separate property and estate	R.D. #3,Box 271-A1 Greensburg, Pennsylvania 15601	2,000.00	14.286
David C. Bunnell	1501 Charmuth Rd. Lutherville, Md. 21093	1,500.00	10.714

Except as hereby amended, all of the terms, provisions, conditions and agreements contained in said Limited Partnership Agreement dated December 3, 1969 shall remain in full force and effect, and the new Limited Partner, by execution of this Amendment agreement, hereby ratifies, confirms and binds himself by all of the terms, provisions, conditions and agreements of said Limited Partnership Agreement as hereby amended, and,

Whereas, the General Partner, by its notice in writing on December 3, 1969, has designated Wm. A. Bunnell as the individual through which the General Partner, Calvert, Inc., shall act for and on behalf of said Partnership, in accordance with the provisions of paragraph 7 thereof, he being authorized to exercise any and all rights of the General Partner.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement.

Witnesses:

Rodney W. Shelton Jr.

Rodney W. Shelton Jr.

Marine Bunnell

CALVERT, INC.

BY Elice B. Shelton
Vice President

General Partner

Wm A Bunnell
Wm. A. Bunnell

David C. Bunnell
David C. Bunnell
Limited Partner

STATE OF MARYLAND: COUNTY OF HARFORD TO WIT:

I HEREBY CERTIFY that on this 31ST day of DECEMBER ~~1970~~ 1969, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Wm. A. Bunnell and David C. Bunnell and acknowledged the foregoing Agreement to be their act and deed.

WITNESS my hand and Notarial Seal.

S. Dell Foxx
Notary Public
MY COMMISSION EXPIRES 1970

STATE OF MARYLAND : COUNTY OF HARFORD : TO WIT:

I HEREBY CERTIFY that on this 31ST day of DECEMBER, ~~1970~~ 1969, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared ELICE B SHELTON Vice President of CALVERT, INC. and acknowledged the foregoing Agreement to be the act and deed of said body corporate.

WITNESS my hand and Notarial Seal.

S. Dell Foxx
Notary Public
MY COMMISSION EXPIRES 1970

RECEIVED FOR RECORD & RECORDED IN LIBER 836 FOLIO 117 OF THE
1970 JAN 19 AM 10: 18
RECORDS HARFORD COUNTY, MD. & EXAMINED PER GARLAND R. GREER CLERK

25967

CERTIFICATE OF LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership under the Uniform Limited Partnership Act as set forth in Article 73, Annotated Code of Maryland (1957 Edition), hereby make the following Certificate:

1. The name of the Partnership shall be TERRA FIRMA LIMITED PARTNERSHIP.

2. The character of the business shall be to engage in the business of investing in real property and, in furtherance of such business may acquire, own, hold, improve, lease and manage real property and may erect or cause to be erected on such real property buildings or other structures, and may manage, operate, lease, rebuild, enlarge, alter or improve any such buildings or structures now or hereafter erected, and may encumber or dispose of any real property or interest in real property, at any time owned by the partnership, and may enter into such contracts, agreements, or arrangements as the general partner may deem necessary to accomplish any of its purposes.

3. The principal place of business of the partnership shall be at Room 504, 305 West Chesapeake Avenue, Towson, Maryland 21204.

4. The name and place of residence of the general partner is:

Charles H. Schnepfe
2402 Girdwood Road
Timonium, Maryland 21093

The name and place of residence of each limited partner interested in the partnership are as follows:

Benjamin H. Griswold, III
Hess Road
Monkton, Maryland 21111

F. Barton Harvey
Brightside Road and Londsay Lane
Baltimore, Maryland 21212

S. Bonsal White
1006 St. Georges Road
Baltimore, Maryland 21210

Charles C. Fenwick
Glyndon, Maryland 21071

William M. Weaver, Jr.
510 Park Avenue
New York, New York 10022

John C. West
Woodyville Road, Chester County
Unionville, Pennsylvania 19375

William Elliott
Arcola Road, R.D. #2
Collegeville, Pennsylvania 19426

John D. Schapiro
Hess Road
Monkton, Maryland 21111

Alexander B. Griswold
Hess Road
Monkton, Maryland 21111

Harry Bart
6808 Westbrook Road
Baltimore, Maryland 21215

Thomas Schweizer
1 Coniston Road
Baltimore, Maryland 21204

5. The term for which the partnership is to exist is from October 17 , 1969, until December 31, 1989.

6. The amount of cash contributed by each limited partner is:

Benjamin H. Griswold, III	$10,000.00
F. Barton Harvey	10,000.00
S. Bonsal White	10,000.00
Charles C. Fenwick	10,000.00
William M. Weaver, Jr.	10,000.00
John C. West	10,000.00
William Elliott	10,000.00
John D. Schapiro	10,000.00
Alexander B. Griswold	10,000.00
Harry Bart	10,000.00
Thomas Schweizer	10,000.00

7. The additional contributions agreed to be made by each limited partner, which contributions shall be made upon call by the general partner, are as follows:

Benjamin H. Griswold, III	$30,000.00
F. Barton Harvey	30,000.00
S. Bonsal White	30,000.00
Charles C. Fenwick	30,000.00
William M. Weaver, Jr.	30,000.00
John C. West	30,000.00
William Elliott	30,000.00
John D. Shapiro	30,000.00
Alexander B. Griswold	30,000.00
Harry Bart	30,000.00
Thomas Schweizer	30,000.00

8. No time has been agreed upon when the contributions of each limited partner are to be returned, if at all, other than upon dissolution of the partnership.

9. Profits of the limited partners shall be allocated between the partners in proportion to their then capital interest in the partnership until each of them shall have received an amount equal to his total original capital contribution and any additional capital contributions made to the partnership; thereafter each of the limited partners shall receive 8.6364% of the profits of the partnership.

10. A limited partner may not substitute an assignee as a contributor in his place and may not assign or transfer his limited partnership interest.

11. No provision is made for the admission of new additional limited partners to the partnership.

12. No limited partner has priority over other limited partners as to contributions or to compensation by way of income.

13. In the event of the death, retirement or insanity of the general partner, the partnership shall terminate unless a majority in interest of the remaining partners shall agree to continue the partnership and to substitute a new general partner.

14. No limited partner shall have the right to demand and receive property other than cash in return for his contribution.

15. Termination of the partnership in a different manner or at a different time than is provided in the Limited Partnership Agreement, requires the assent of the general partner and a majority in interest of the limited partners. The limited partners are not entitled to vote for the election or removal of general partners.

16. This Certificate of Limited Partnership is being executed in triplicate in eleven counterparts and shall become effective as though all parties had subscribed their names to the original hereof if each party has signed the original or a counterpart in the space provided. The parties whose names are hereunto subscribed hereby consent to the detaching of their respective signatures pages from the counterpart of this Certificate and attaching them to an original or another counterpart thereof, respectively, executed by one or more of the other parties hereto.

SIGNATURE PAGE FOR GENERAL PARTNER

NAME AND ADDRESS OF
GENERAL PARTNER:

October 17, 1969
Date

Charles H. Schnepp Jr.
Signature of General Partner

STATE OF Maryland
City OF Baltimore

THIS IS TO CERTIFY, that Charles H. Schnepp, General Partner being duly sworn according to law, deposes and certifies that he is a General Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Charles H. Schnepp Jr. (SEAL)

Subscribed and sworn to before me this 17th day of October, 1969.

Martha Jane Chesowitz
Notary Public
My Commission Expires: 7/1/70

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. Benjamin H. Griswold III
Hess Road
Monkton, Maryland 21111

October 6, 1969
Date

B H Griswold
Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

THIS IS TO CERTIFY, that Benjamin H. Griswold III Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Joan H. Taska (SEAL)

Subscribed and sworn to before me this 6th day of October 1969.

Joan H. Taska
Notary Public
My Commission Expires:
July 1, 1970

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. F. Barton Harvey
Brightside Road & Londsay Lane
Baltimore, Maryland 21212

9-25-69
Date

F. Barton Harvey
Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

THIS IS TO CERTIFY, that F. Barton Harvey, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

_____(SEAL)

Subscribed and sworn to before me this 25 day of Sept., 1969.

Joan H. Tawka
Notary Public
My Commission Expires:
July 1, 1970

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. S. Bonsal White
1006 St. Georges Road
Baltimore, Maryland 21210

9/16/69
Date

S. Bonsal White
Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

THIS IS TO CERTIFY, that S. Bonsal White, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

_____(SEAL)

Subscribed and sworn to before me this 17th day of Sept., 1969.

Carolyn J. Birdsey
Notary Public
My Commission Expires: 7-1-70

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. Charles C. Fenwick
Glyndon
Maryland 21071

Sept 17 1969
Date

Charles C. Fenwick
Signature of Limited Partner

STATE OF Maryland
OF Baltimore

THIS IS TO CERTIFY, that Charles C. Fenwick, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Colin Burke (SEAL)

Subscribed and sworn to before me this 17 day of Sept, 1969.

July 1, 1970
Notary Public
My Commission Expires:

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. William M. Weaver, Jr.
510 Park Avenue
New York, New York 10022

9/20/69.
Date

W. M. Weaver
Signature of Limited Partner

STATE OF New York
County OF New York

THIS IS TO CERTIFY, that Wm. M. Weaver Jr., Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

W. M. Weaver (SEAL)

Subscribed and sworn to before me this 3rd day of Sept, 1969.

Lawrence D. Vaughan
Notary Public
My Commission Expires:

LAWRENCE D. VAUGHAN
Notary Public, State of New York
No. 31-4089958
Qualified in New York County
Commission Expires March 30, 1972
1971

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. John C. West
Woodyville Road
Chester County
Unionville, Pennsylvania 19375

9/17/69
Date

John C West
Signature of Limited Partner

STATE OF New York
County OF New York

THIS IS TO CERTIFY, that JOHN C. WEST, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

_____(SEAL)

Subscribed and sworn to before me this 17th day of Sept., 1969.

Vincent A. Russo
Notary Public
My Commission Expires:
VINCENT A. RUSSO
Notary Public, State of New York
No. 24-3408520
Qual. in Kings Co Cert. Filed N. Y. Co.
Commission Expires March 30, 1971

LIBER 840 PAGE 15

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. William Elliott
Arcola Road
R. D. #2
Collegeville, Pennsylvania 19426

9/25/69
Date

William Elliott
Signature of Limited Partner

STATE OF PENNSYLVANIA
County OF Philadelphia

THIS IS TO CERTIFY, that William Elliott, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

_____(SEAL)

Subscribed and sworn to before me this 22ndday of Sept., 1969.

Gertrude W. Kolody
Notary Public
My Commission Expires:
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires December 16, 1972

LIBER 1 PAGE 14

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. John D. Schapiro
Hess Road
Monkton, Maryland 21111

9/11/69
Date

Signature of Limited Partner

STATE OF Maryland
County OF Baltimore

THIS IS TO CERTIFY, that John D. Schapiro, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

William E. Blake (SEAL)

Subscribed and sworn to before me this 11th day of Sept, 1969.

William E. Blake
Notary Public
My Commission Expires:
July 1, 1970

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. Alexander B. Griswold
Hess Road
Monkton, Maryland 21111

October 13, 1969 — A. B. Griswold
Date — Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

THIS IS TO CERTIFY, that A. B. Griswold, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

_____(SEAL)

Subscribed and sworn to before me this 13th day of October 1969.

Joan H. Tasker
Notary Public
My Commission Expires:
July 1, 1970

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. Harry Bart
6808 Westbrook Road
Baltimore, Maryland 21215

Sept 19-69
Date

Harry Bart
Signature of Limited Partner

STATE OF Maryland
City OF Balt.

THIS IS TO CERTIFY, that Harry Bart, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

_____ (SEAL)

Subscribed and sworn to before me this 19 day of Sept., 1969.

Janet Berard
Notary Public
My Commission Expires: 7/1/70

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

Mr. Thomas Schweizer
1 Coniston Road
Baltimore, Maryland 21204

9/22/69
Date

Thomas Schweizer
Signature of Limited Partner

STATE OF Maryland

CITY OF BALTIMORE

THIS IS TO CERTIFY, that Thomas Schweizer, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Laura J. Bartle (SEAL)

Subscribed and sworn to before me this 22 day of September, 1969.

Laura J. Bartle
Notary Public
My Commission Expires: July 1, 1970

STATE OF MARYLAND, BALTIMORE COUNTY, TO WIT:

I HEREBY CERTIFY that the aforegoing is a true copy of the original Partnership taken from the records of said Circuit Court as recorded in Folio No. 2 Folio one of the Partnership

IN TESTIMONY WHEREOF I hereto set my hand and affix the seal of the Circuit Court for Baltimore County this 17th day of Oct 1969

Orville T. Gosnell
Clerk of the Circuit Court of Baltimore County

RECEIVED FOR RECORD & RECORDED IN LIBER NO. 840 FOLIO 4 OF THE
1970 MAR 18 AM 11:00
RECORDS HAREFORD COUNTY, MD. & EXAMINED PER GARLAND R. [illegible] CLERK

3/6/70

LIBER 841 PAGE 149

CERTIFICATE OF LIMITED PARTNERSHIP

26089

THE UNDERSIGNED, desiring to form a Limited Partnership under the Uniform Limited Partnership Act as set forth in Article 73, Annotated Code of Maryland (1957 Edition), hereby make the following Certificate:

1. The name of the Partnership shall be TRIMBLE ROAD LIMITED PARTNERSHIP.

2. The character of the business shall be to acquire the tract of land referred to in a certain Option Agreement dated October 24, 1969 by and between Calvin E. Hanson and Lillian Marie Hanson, his wife, Optionor, and John A. O'Connor, Jr., acting for and on behalf of a client, Optionee; and to own, hold, improve, lease and manage such property so acquired and may erect, or cause to be erected on, such property buildings or other structures, and to manage, operate, lease, rebuild, enlarge, alter or improve any buildings or other structures, now or hereafter erected on such property, and to encumber or dispose of such property or interest in such property, or any buildings or other structures, at any time owned by the partnership, in furtherance of its business, and to enter into such contracts, agreements, venturers, corporations, trusts, associations, individuals or other entities as the general partner may deem necessary by the partnership to accomplish any of its purposes. The foregoing powers and purposes of the partnership shall also apply to personal property relating to such real estate.

3. The principal place of business of the partnership shall be at 412 Ben Oaks Drive, West, Severna Park, Maryland 21406.

4. The name and place of residence of the general partner is:

Leon J. Panitz
412 Ben Oaks Drive, West
Severna, Park, Maryland 21146

The name and place of residence of each limited partner interest in the partnership are as follows:

Adams Investment Corp.
504 Katz Building
Baltimore, Maryland

William A. Bunnell
1501 Charmuth Road
Baltimore, Maryland

Robert M. Goldman
1300 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

L. L. Hubble
15 Charles Plaza - Suite 301
Baltimore, Maryland 21201

William Martien
2631 N. Charles Street
Baltimore, Maryland 21218

M. Peter Moser
1300 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

Theodore Rollins
619 Dorsey Road
Bel Air, Maryland 21014

Wilbert H. Sirota
1300 Mercantile Bank & Trust Building
Baltimore, Maryland 21201

Neil Tabor
940 Maryland National Bank Building
Baltimore, Maryland 21202

James S. Watson
1012 Manleigh Circle
Towson, Maryland 21204

Donald J. Zeman
2203 Boxmere Road
Timonium, Maryland 21093

5. The term for which the partnership is to exist is from February 10, 1970, until December 31, 1990.

6. The amount of cash contributed by each limited partner is:

Adams Investment Corp.	$ 2,500.00
William A. Bunnell	5,000.00
Robert M. Goldman	10.00
L. L. Hubble	5,000.00
William Martien	2,500.00
M. Peter Moser	2,500.00
Theodore Rollins	12,000.00
Wilbert H. Sirota	2,500.00
Neil Tabor	2,500.00
James S. Watson	1,250.00
Donald J. Zeman	1,250.00

7. The additional contributions agreed to be made by each limited partner, which contributions shall be made upon call by the general partner, are as follows:

Adams Investment Corp.	$2,763.15
William A. Bunnell	5,526.30
Robert M. Goldman	-0-
L. L. Hubble	5,526.30
William Martien	2,763.15
M. Peter Moser	2,763.15
Theodore Rollins	2,368.50
Wilbert H. Sirota	2,763.15
Neil Tabor	2,763.15
James S. Watson	1,381.57
Donald J. Zeman	1,381.58

8. No time has been agreed upon when the contributions of each limited partner are to be returned, if at all, other than upon dissolution of the partnership.

9. Profits of the limited partners shall be allocated between the partners in proportion to their then capital interest in the partnership until each of them shall have received an amount equal to his total original capital contributions and any additional capital contributions made to the partnership; thereafter all further distributions shall be made in the following proportions:

Name	Percentage
Adams Investment Corp.	7%
William A. Bunnell	14%
Robert M. Goldman	4%
L. L. Hubble	14%
William Martien	7%
M. Peter Moser	7%
Theodore Rollins	6%
Wilbert H. Sirota	7%
Neil Tabor	7%
James S. Watson	3 1/2%
Donald J. Zeman	3 1/2%

10. A limited partner may not substitute an assignee as a contributor in his place and may not assignee or transfer his limited partnership interest.

11. No provision is made for the admission of new additional limited partners to the partnership.

12. No limited partner has priority over other limited

partners as to contributions or to compensation by way of income.

13. In the event of the death, retirement or insanity of the general partner, the partnership shall terminate unless a majority in interest of the remaining partners shall agree to continue the partnership and to substitute a new general partner.

14. No limited partner shall have the right to demand and receive property other than cash in return for his contribution.

15. Termination of the partnership in a different manner or at a different time than is provided in the Limited Partnership Agreement, requires the assent of the general partner and a majority in interest of the limited partners. The limited partners are not entitled to vote for the election or removal of general partners.

16. This Certificate of Limited Partnership is being executed in triplicate in eleven counterparts and shall become effective as though all parties had subscribed their names to the original hereof if each party has signed the original or a counterpart in the space provided. The parties whose names are hereunto subscribed hereby consent to the detaching of their respective signatures pages from the counterpart of this Certificate and attaching them to an original or another counterpart thereof, respectively, executed by one or more of the other parties hereto.

SIGNATURE PAGE FOR GENERAL PARTNER

NAME AND ADDRESS OF GENERAL PARTNER:

LEON J. PANITZ
412 Ben Oaks Drive, West
Severna Park, Maryland 21146

March 9, 1970
Date

Signature of General Partner

STATE OF Maryland
City OF Baltimore

This is to certify, that Leon J. Panitz, General Partner being duly sworn according to law, deposes and certifies that he is a General Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

(SEAL)

Subscribed and sworn to before me this 26th day of March, 1970.

Dotti Claire Libertes
Notary Public
My Commission Expires:

DOTTI CLAIRE LIBERTES
Notary Public, Baltimore City, Md.
Commission Expires 7-1-70

DOTTI CLAIRE LIBERTES NOTARY PUBLIC BALTIMORE CITY, MD.

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF
LIMITED PARTNER:

Adams Investment Corporation
504 Katz Building
Baltimore, Md. 21201
March 13, 1970
Date

Adams Investment Corporation
by Herman M. Mednick, Pres.
Signature of Limited Partner

STATE OF MARYLAND

CITY OF BALTIMORE

This is to certify, that Herman M. Mednick President of Adams Investment Corp., Limited Partner being duly sworn according to law, deposes and certifies that it is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Adams Investment Corporation
Herman M. Mednick
Pres.

Subscribed and sworn to before me this 13th day of March, 1970.

Notary Public
My Commission Expires: July 1, 1973

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

WILLIAM A. BUNNELL
1501 Charmuth Road
Baltimore, Maryland

March 26 1970
Date

Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

This is to certify, that William A. Bunnell, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

(SEAL)

Subscribed and sworn to before me this 26th day of March, 1970.

Notary Public
My Commission Expires:

DOTTI CLAIRE LIBERLES
Notary Public, Baltimore City, Md.
Commission Expires 7-1-70

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

ROBERT M. GOLDMAN
1300 Mercantile Bank & Trust Bldg.
Baltimore, Maryland 21201

March 26, 1970
Date

Robert M. Goldman
Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

This is to certify, that Robert M. Goldman, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Robert M. Goldman (SEAL)

Subscribed and sworn to before me this 26th day of March, 1970.

Dotti Claire Liberles
Notary Public
My Commission Expires:

DOTTI CLAIRE LIBERLES
Notary Public, Baltimore City, Md.
Commission Expires 8-1-70

NOTARY PUBLIC BALTIMORE CITY, MD.

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF
LIMITED PARTNER:

L. L. Hubble
15 Charles Plaza - Suite 301
Baltimore, Maryland 21201

March 24th 1970
Date

L. L. Hubble
Signature ~~of~~ Limited Partner

STATE OF MARYLAND

CITY OF BALTIMORE

This is to certify, that L. L. Hubble, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

L. L. Hubble (SEAL)

Subscribed and sworn to before me this 24th day of March, 1970.

Nancy C. Hubble
Notary Public
My Commission Expires: July 1, 1972

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF
LIMITED PARTNER:

WILLIAM MARTIEN
2631 N. Charles Street
Baltimore, Maryland 21218

March 10, 1970
Date

William Martien
Signature of Limited Partner

STATE OF MARYLAND

CITY OF BALTIMORE

This is to certify, that WILLIAM MARTIEN, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

William Martien (SEAL)

Subscribed and sworn to before me this 10th day of March, 1970.

Thelma M. Crispell
Notary Public
My Commission Expires:

THELMA M. CRISPELL
NOTARY
PUBLIC
BALTIMORE, MD.

LIBER 841 PAGE 159

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

M. PETER MOSER
1300 Mercantile Bank & Trust Bldg.
Baltimore, Maryland 21201

March 26, 1970
Date

M Peter Moser
Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

This is to certify, that M. Peter Moser, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

M Peter Moser (SEAL)

Subscribed and sworn to before me this 26th day of March, 1970.

Dotti Claire Liberles
Notary Public
My Commission Expires:

DOTTI CLAIRE LIBERLES
Notary Public, Baltimore City, Md.
Commission Expires 7-1-70

LIBER 1 PAGE 23

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

THEODORE ROLLINS
619 Dorsey Road
Bel Air, Maryland 21014

March 9, 1970
Date

Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

This is to certify, that Theodore Rollins, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

(SEAL)

Subscribed and sworn to before me this 26th day of March, 1970.

Dotti Claire Liberles
Notary Public
My Commission Expires:

DOTTI CLAIRE LIBERLES
Notary Public, Baltimore City, Md.
Commission Expires 7-1-70

LIBER 841 PAGE 161

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

WILBERT H. SIROTA
1300 Mercantile Bank & Trust Bldg.
Baltimore, Maryland 21201

3/25/70
Date

Wilbert H. Sirota
Signature of Limited Partner

STATE OF Maryland
City OF Baltimore

This is to certify, that WILBERT H. SIROTA, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Wilbert H. Sirota (SEAL)

Subscribed and sworn to before me this 26th day of March, 1970.

Dotti Claire Liberles
Notary Public
My Commission Expires:

DOTTI CLAIRE LIBERLES
Notary Public, Baltimore City, Md.
Commission Expires 2-1-70

DOTTI CLAIRE LIBERLES NOTARY PUBLIC BALTIMORE CITY, MD.

LIBER 1 PAGE 31

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

NEIL TABOR
940 Maryland National Bank Bldg.
Baltimore, Maryland 21202

March 10, 1970
Date

Neil Tabor
Signature of Limited Partner

STATE OF MARYLAND

CITY OF BALTIMORE

This is to certify, that NEIL TABOR, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Neil Tabor (SEAL)

Subscribed and sworn to before me this 10th day of March, 1970.

Ida J. Manly
Notary Public
My Commission Expires: July 1, 1970

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF LIMITED PARTNER:

JAMES S. WATSON
1012 Manleigh Circle
Towson, Maryland 21204

March 9, 1970
Date

James S. Watson
Signature of Limited Partner
WATSON

STATE OF MARYLAND

COUNTY OF BALTIMORE

This is to certify, that JAMES S. WATSON, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

James S. Watson (SEAL)

Subscribed and sworn to before me this 9th day of March, 1970.

Nancy J. Bubb
Notary Public
My Commission Expires:

MY COMMISSION EXPIRES JULY 1, 1971

NANCY J. BUBB NOTARY PUBLIC BALTIMORE CO., MD.

SIGNATURE PAGE FOR LIMITED PARTNER

NAME AND ADDRESS OF
LIMITED PARTNER: Donald J. Zeman
1003 Boxmere Road
Timonium Maryland 21093

March 12, 1970
Date

Donald J. Zeman
Signature of Limited Partner

STATE OF Maryland
County OF Baltimore

This is to certify, that Donald J. Zeman, Limited Partner being duly sworn according to law, deposes and certifies that he is a Limited Partner named in the foregoing Certificate of Limited Partnership and that the facts set forth therein are true and correct.

Donald J. Zeman (SEAL)

VERA L. CARR NOTARY PUBLIC BALTIMORE CO. MD.

Subscribed and sworn to before me this 13th day of March, 1970.

Vera L. Carr
Notary Public
My Commission Expires: 7/1/74

RECEIVED FOR RECORD
AND CHECKED IN LIBER
No. 841 FOLIO 149 OF THE
1970 APR -3 AM 10:58
RECORDS HARFORD
COUNTY MD. & EXAMINED
PER GARLAND R. [illegible]
CLERK

LIBER 1 PAGE 34

840A

MEADOWOOD ASSOCIATES, LTD.

CERTIFICATE OF LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP, signed and sworn to by the undersigned parties, this 1st day of April, 1970, pursuant to Article 73 of the Code of Laws of the State of Maryland.

1. Name. The name of the partnership shall be Meadowood Associates, Ltd.

2. Business. The business of the partnership shall consist of the acquisition, development, and operation of real property located in Edgewood, Maryland, containing approximately 8.95 acres of land, and the construction on the aforesaid property of one hundred thirty (130) townhouses for rental, and the ownership and operation of the townhouses so erected, in accordance with Section 236 of the National Housing Act.

3. Principal place of business. The principal place of business of the partnership shall be located at 1 Bel Air South, Bel Air, Maryland.

4. Partners. The name and place of residence of each general partner and of each limited partner are as follows:

General Partners:

Melvin G. Bosely	Ring Factory Road Bel Air, Maryland 21014
R. Walter Ward	St. Mary's Church Lane Bel Air, Maryland

Limited Partners:

Roy A. Bosely	16 Homestead Street Bel Air, Maryland
Walter A. Stevens	1368 Deanwood Road Baltimore, Maryland 21234
William B. Davidson, Jr.	31 Lake Drive Bel Air, Maryland

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

5. Term. The term of the partnership shall be from the date first above written until the 31st day of December, 1999, and thereafter from year to year unless otherwise terminated.

6. Contribution of limited partners. Each limited partner shall contribute $10 to the capital of the partnership.

7. Additional contributions. No limited partner shall be required to make any additional contribution to the capital of the partnership.

8. Return of limited partners contributions. The contribution of each limited partner shall be returned upon liquidation of the partnership.

9. Limited partner's share of profits. Each limited partner shall receive five (5%) percent of the profits of the partnership by reason of his contribution.

10. Assignment of limited partnership interests. The interest of each limited partner in the partnership shall not be assignable unless the written approval of all of the general partners is first obtained, and if said approval is obtained, only subject to the following terms and conditions:

(a) If a limited partner desires to dispose (whether by sale, assignment, transfer, pledge, encumbrance, gift or otherwise) of his interest in the partnership, he shall notify all of the general partners in writing of his desire to dispose of said interest, enclosing an offer to sell said interest at the book value thereof as of the close of the month preceding such offer to sell. The book value of the limited partner's interest shall be determined by the partnership's certified public accountants in accordance with generally accepted accounting principles. The partnership may, at its option, elect to purchase all of the selling limited partner's interest. If the partnership does not desire to purchase the selling limited partner's interest, then the general partners shall have the right to purchase the selling limited partner's interest, and if more than one general partner does so desire, then such interest shall be divided ratably between both general partners. Notice of the partnership's or the general partners' intention to purchase shall be given in writing to the selling limited partner within thirty (30) days after the receipt by the partnership of the offer to sell. If neither the partnership nor any of the general partners desire to purchase the selling limited partner's interest, then the selling limited partners shall be at liberty to assign his interest to any

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other person, but shall not sell such interest without giving the partnership and the general partners the right, for a period of fifteen (15) days, to purchase such interest at the price and upon the terms offered by such other person; provided, however, that if such sale is not consummated within four (4) months after the date of the selling limited partner's original offer, the selling limited partner may not thereafter dispose of his interest in the partnership without again giving the partnership and the general partners the option to purchase his interest as aforesaid.

(b) If all of the general partners (except the assignor) shall consent thereto, the assignee shall have the right to become a substituted limited partner upon the payment of a fee of One Hundred Dollars ($100.00) to the partnership to cover the costs and expenses of preparation, execution, and recording of an amendment to the Certificate of Limited Partnership. In that event, the general partners shall prepare an amendment to the certificate to be signed and sworn to by them, by each of the limited partners, by the assigning limited partner, and by the assignee. Unless named in this Agreement, or unless admitted to the partnership as above provided, or unless admitted to the partnership by the unanimous agreement of the partners, no person shall be considered a partner; and the partnership need deal only with partners so named and so admitted. The partnership shall not be required to deal with any other person by reason of an assignment by a partner or by reason of the death of a partner, except as otherwise provided in the Agreement of Limited Partnership. In the absence of substitution of a limited partner for an assigning or deceased limited partner, any payment to a partner or to his executors or administrators shall acquit the partnership of all liability to any other person who may be interested in such payment by reason of an assignment by the partner or by reason of his death.

11. Additional limited partners. Additional limited partners may be admitted to the partnership by unanimous agreement of all the partners.

12. Priority among limited partners. No right is given one or more of the limited partners to priority over the other limited partners.

13. Continuation of partnership business upon death, retirement or insanity of a general partner. Upon the withdrawal, death, incompetency or bankruptcy of any general partner, the remaining general partner may elect to form a new partnership (having the same terms as the original partnership) to carry on the same business theretofore carried

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WASHINGTON, D. C.

on by the partnership. If the remaining general partner elects to form a new partnership, written notice of such election shall be transmitted to the limited partners within ninety (90) days of the withdrawal, death, incompetency or bankruptcy of the other general partner. The limited partners shall automatically become limited partners in the new partnership, and the remaining general partner shall become general partner of the new partnership. Such new partnership shall have the obligation to purchase the interest of the deceased, incompetent, bankrupt, or withdrawn general partner, and such partner or his legal representative shall have the obligation to sell such interest to the new partnership.

14. Right of limited partners to demand and receive property other than cash. No limited partner shall have any right to demand and receive any property in lieu of cash in exchange for his contribution.

WITNESS the following hands and seals this 1st day of April, 1970.

General Partners

Melvin G. Bosely

R. Walter Ward

Limited Partners

Roy A. Bosely

Walter A. Stevens

William B. Davidson, Jr.

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

State of Maryland)
) ss
County of Harford)

On this 1st day of April, 1970, before me, a notary public in and for the County of Harford, there personally appeared Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, Walter A. Stevens and William B. Davidson, Jr., to me known to be the individuals described, and who executed the foregoing instrument and each acknowledged to me that he executed the same as his free act and deed.

Martha Francis
Notary Public

NOTARY PUBLIC
MARTHA FRANCES JR.
HARFORD CO., MD.

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PER CARL AND R. ...
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LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

LIBER 1 PAGE 39

427317

HICKORY HILLS JOINT VENTURE

CERTIFICATE OF LIMITED PARTNERSHIP

THE UNDERSIGNED, Robert W. Catzen and Donald M. Jett (the "General Partners") and William T. Burgess, (the "Limited Partners") pursuant to Article 73 of the Annotated Code of Maryland, do hereby certify:

I.

The name of the Partnership is Hickory Hills Joint Venture.

II.

The character of the business of the Partnership is the development of a tract of approximately 24 acres of land located at Hickory Avenue and Crocker Street, situate and lying in the Third Election District of Harford County, Maryland in the Town of Bel Air and the construction thereon of garden apartments to be held by the Partnership for investment purposes and operated as rental property.

III.

The location of the principal place of business of the Partnership is the site located at Hickory Avenue and Crocker Street in Bel Air, Maryland, and the principal office of the Partnership is located at 509 Virginia Avenue, Towson, Maryland 21204.

IV.

The name and place of residence of each General and Limited Partner are as follows:

Name	Place of Residence	Status
Robert W. Catzen	3504 Woodvalley Drive Baltimore, Md.	General Partner
Donald M. Jett	308 Lochview Terrace Pot Spring, Md.	General Partner
William T. Burgess	Rural Route Dakota, Minn.	Limited Partner

V.

The term of the Partnership shall commence as of the date of this Certificate and shall continue until December 31, 1999 subject to prior termination upon death, bankruptcy or insanity of a General Partner; disposition by the Partnership of substantially all of its interest in the aforementioned property of the Partnership located in Bel Air, Maryland; or agreement of the General Partners and Limited Partners owning at least 75% of the total Partnership interest.

VI.

The amount of cash contributed by each Limited Partner to the Partnership is as follows:

William T. Burgess - $100,000

VII.

Additional contributions by General Partners and Limited Partners shall be in such amounts as determined by the General and Limited Partners owning at least 75% of the total Partnership interest, and the additional contribution of each shall be in proportion to their respect percentages of Partnership interest.

VIII.

Contributions of each Limited Partner are to be returned upon dissolution of the Partnership; provided, however, partial distribution of capital may be made to Limited Partners in proportion to their respective percentages of Partnership interest from time to time if at the time of any such dissolution, the remaining assets of the Partnership are not then less than their liabilities.

IX.

The share of profits each Limited Partner shall receive by reason of his contribution shall be equal to the respective percentages of Partnership interests as follows:

William T. Burgess - 10%

X.

No Limited Partner may assign his Limited Partnership interests without the consent of the General Partners. If such consent is obtained, an assignee may be substituted as a Limited Partner in place of the assigning Limited Partner upon payment of all reasonable expenses incurrred in connection with such admission of a substituted Limited Partner.

XI.

The General Partners shall have the right to admit additional Limited Partners to the Partnership; provided, however, the percentage of Partnership interest of any Limited Partner shall not be reduced upon such admission unless he consents to such admission in writing.

XII.

No Limited Partner shall have priority over any other Limited Partner for any purpose.

XIII.

Upon the death, retirement, bankruptcy or insanity of a General Partner, the remaining or surviving General

Partner shall have to right to elect to continue the business of the Partnership. In such event, the Partnership interest of the deceased, retired, bankrupt or insane Partner shall be deemed and become a Limited Partner interest.

XIV.

No Limited Partner shall have any right to demand and to receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Limited Partnership this 24th day of April, 1970.

Robert W. Catzen, General Partner

Donald M. Jett, General Partner

William T. Burgess, Limited Partner

LIBER 843 PAGE 447

STATE OF MARYLAND:
SS:
CITY OF BALTIMORE:

THIS IS TO CERTIFY that on this 24th day of April, 1970, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared ROBERT W. CATZEN, DONALD M. JETT and WILLIAM T. BURGESS, who made oath in due form of law that the matters and facts set forth in the foregoing Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and notarial seal.

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1970 MAY -6 AM 10:44
Ford RECORDS HARFORD
... MD. & ...

Joan M Ford
Notary Public
My Commission Expires:
July 1, 1970

JOAN M. FORD
NOTARY PUBLIC
Baltimore, Md.

TWH/fml 6/4/70

LIBER 846 PAGE 552

FIRST AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP

1406 a

THIS FIRST AMENDMENT executed this 10th day of June, 1970, to Certificate of Limited Partnership executed on June 19, 1969, between JOHN HEISER, JR., Bel Air, Maryland, JOHN A. LUETKEMEYER, Baltimore, Maryland, JOHN A. LUETKEMEYER, JR., Baltimore, Maryland, ROBERT G. MERRICK, Baltimore, Maryland, and ALVIN S. WOLPOFF, Baltimore, Maryland.

WHEREAS, pursuant to the terms of the Certificate of Limited Partnership executed on June 19, 1969, the parties have formed COURTS OF HARFORD SQUARE LIMITED PARTNERSHIP, a limited partnership; and

WHEREAS, under the terms set forth in Section 9(i) of the said Certificate of Limited Partnership, the parties agreed that unanimous approval of all partners was required in the event the partnership shall develop other properties in addition to the property described in Exhibit A of said Certificate of Limited Partnership; and

WHEREAS, all of the partners have approved the development by the partnership of certain additional property and desire to amend the said Certificate of Limited Partnership to reflect their approval;

WITNESSETH:

That, in consideration of the mutual promises hereinafter contained, the said parties have agreed as follows:

1. That pursuant to the provisions of Section 9(i) of the Certificate of Limited Partnership executed on June 19, 1969, the partners hereby approve the development by the partnership of certain property, in addition to the property described in Exhibit A to said Certificate of Limited Partnership.

TWH/fml 6/4/70

2. That the additional property to be developed by the partnership is described as follows:

"Section No. 2, 'COURTS OF HARFORD SQUARE', First Election District, Harford County, Maryland.

Beginning for the same at the end of the North 75* 28' 40" East 1362.08 feet line of the first or 32.155 Acres parcel conveyed by and described in a mortgage to Thomas E. Hanson and wife, mortgagees, by A-S Harford Square, Inc., and Heiser Enterprises, Inc., mortgagors, dated 8th November, 1969 and recorded among the Land Records of Harford County in Liber G.R.G. No. 796, folio 168, thence running with and binding on the outlines of the said conveyance as now surveyed, South 13* 17' 30" East 460.07 feet to the end of the North 86* 27' 20" East 258.70 feet line of a parcel of land containing 6.603 Acres, more or less, conveyed by and described in a deed from Heiser Enterprises, Inc., to Courts of Harford Square, Limited Partnership, dated 10th July, 1969 and recorded as aforesaid in Liber G.R.G. No. 820, folio 4, thence running with and binding on the outlines of this last mentioned conveyance, reversely, five courses, viz:- South 86* 27' 20" West 258.70 feet, South 03* 32' 40" East 99.60 feet, South 57* 30' 00" West 41.50 feet, South 33* 20' 55" East 17.23 feet and South 65* 26' 38" West 211.75 feet, thence running through and across the parcel first mentioned herein for new lines of division three courses, viz:- North 16* 22' 37" West 76.61 feet, South 74* 21' 09" West 819.37 feet and North 87* 55' 27" West 116.78 feet to intersect the North 03* 08' 00" West 822.72 feet of the aforesaid first parcel, thence binding thereon North 03* 08' 00" West 490.00 feet to the beginning hereof, containing 16.13 Acres, more or less."

3. As amended and modified by this First Amendment, the partners hereby ratify and confirm said Certificate of Limited Partnership executed on June 19, 1969, and declare that said Certificate of Limited Partnership and this First Amendment thereto constitutes said Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Certificate of Limited Partnership this day of June, 1970.

WITNESS:

Melvin M. Clark

John Heiser, Jr. (SEAL)
General Partner

Evelyn Ward

John A. Luetkemeyer (SEAL)
John A. Luetkemeyer

Cathryn B. O'Connell — John A. Luetkemeyer, Jr. (SEAL)
John A. Luetkemeyer, Jr.

Mary E. Plaggemeyer — Robert G. Merrick (SEAL)
Robert G. Merrick

Cathryn B. O'Connell — Alvin S. Wolpoff (SEAL)
Alvin S. Wolpoff
Limited Partners

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 15th day of June, 1970, before me, the subscriber, a Notary Public of the City of Baltimore, State of Maryland aforesaid, personally appeared JOHN HEISER, JR., General Partner, who made oath in due form of law that the matters and facts set forth in the foregoing First Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Melva M. C[illegible]
Notary Public
My Commission Expires: July 1, 1970

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 10th day of June, 1970, before me, the subscriber, a Notary Public of the City of Baltimore, State of Maryland aforesaid, personally appeared JOHN A. LUETKEMEYER, JOHN A. LUETKEMEYER, JR., ROBERT G. MERRICK and ALVIN S. WOLPOFF, Limited Partners, who made oath in due form of law that the matters and facts set forth in the foregoing First Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Priscilla D. Garner
Notary Public
My Commission Expires: July 1, 1970

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PER GARLAND R. GREER
CLERK

27701

HAYES STREET ASSOCIATES, LTD.

CERTIFICATE OF LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP, signed and sworn to by the undersigned parties, this 31st day of JULY, 1970, pursuant to Article 73 of the Code of Laws of the State of Maryland.

1. Name. The name of the partnership shall be Hayes Street Associates, Ltd.

2. Business. The business of the partnership shall consist of the ownership, construction, and operation of real property and an office building situated thereon, located in Bel Air, Maryland.

3. Principal place of business. The principal place of business of the partnership shall be located at 1 Bel Air South, Bel Air, Maryland.

4. Partners. The name and place of residence of each general partner and of each limited partner are as follows:

General Partners:

Melvin G. Bosely	Ring Factory Road Bel Air, Maryland 21014
R. Walter Ward	St. Mary's Church Lane Bel Air, Maryland

Limited Partner:

Hayes Street Corporation, a Maryland corporation	1 Bel Air South Bel Air, Maryland

5. Term. The term of the partnership shall be from the date first above written until the 31st day of December, 2000, and thereafter from year to year unless otherwise terminated.

6. Contribution of limited partner. The limited partner shall contribute to the capital of the partnership the real property described in Exhibit "A" annexed hereto, having an agreed fair market value of $60,000.

7. Additional contributions. The limited partner shall not be required to make any additional contribution to the capital of the partnership.

8. Return of limited partner's contributions. The contribution of the limited partner shall be returned upon liquidation of the partnership.

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WASHINGTON, D. C.

9. Limited partner's share of profits. The limited partner shall receive ninety (90%) percent of the profits of the partnership by reason of its contribution.

10. Assignment of limited partnership interest. The interest of the limited partner in the partnership shall not be assignable unless the written approval of all of the general partners is first obtained.

11. Additional limited partners. Additional limited partners may be admitted to the partnership by unanimous agreement of all the partners.

12. Priority among limited partners. No right is given one or more of the limited partners to priority over the other limited partners.

13. Continuation of partnership business upon death, retirement or insanity of a general partner. Upon the withdrawal, death, incompetency or bankruptcy of any general partner, the remaining general partner may elect to form a new partnership (having the same terms as the original partnership) to carry on the same business theretofore carried on by the partnership. If the remaining general partner elects to form a new partnership, written notice of such election shall be transmitted to the limited partner within ninety (90) days of the withdrawal, death, incompetency or bankruptcy of the other general partner. The limited partner shall automatically become a limited partner in the new partnership, and the remaining general partner shall become general partner of the new partnership. Such new partnership shall have the obligation to purchase the interest of the deceased, incompetent, bankrupt, or withdrawn general partner, and such partner or his legal representative shall have the obligation to sell such interest to the new partnership.

14. Right of limited partners to demand and receive property other than cash. No limited partner shall have the right to demand and receive any property in lieu of cash in exchange for his contribution.

WITNESS the following hands and seals this 31st day of July, 1970.

General Partners

Melvin G. Bosely

R. Walter Ward

Limited Partner

HAYES STREET CORPORATION

Attest:

Secretary

By

President

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

State of Maryland)
) ss
County of Harford)

On this 31st day of July, 1970, before me, a notary public in and for the County of Harford, there personally appeared Melvin G. Bosely and R. Walter Ward, to me known to be the individuals described, and who executed the foregoing instrument and each acknowledged to me that he executed the same as his free act and deed.

Walter A Stevens
Notary Public

WALTER A. STEVENS NOTARY PUBLIC BALTIMORE CO.

State of Maryland)
) ss
County of Harford

On this 31st day of July, 1970, before me, a notary public in and for the County of Harford, there personally appeared MELVIN G. Bosely and R. Walter Ward, to me known to be the president and secretary of Hayes Street Corporation, and each acknowledged to me that he is duly authorized to execute the foregoing instrument and that he executed the same as his free act and deed.

Walter A Stevens
Notary Public

WALTER A. STEVENS NOTARY PUBLIC BALTIMORE CO. MD.

LAW OFFICES
EVERSTEIN AND MULLENS
WASHINGTON, D. C.

BEGINNING for the same at a point in the Southwesterly right-of-way line of Hayes Street at the Easterly most corner of that tract or parcel of land conveyed by and described in a deed from Ward and Bosely Company, Inc. to R. Walter Ward and Melvin G. Bosely, dated August 18, 1958, and recorded among the Land Records of Harford County in Liber G.R.G. No. 510, folio 127, said point of beginning being the Southeasterly most corner of Lot No. 27, as shown on a plat entitled "The Hayes Addition to Bel Air", and recorded among the Land Records aforesaid in Liber A.L.J. No. 57, folio 1, and running thence binding on the Southwesterly right-of-way line of Hayes Street and on the Northeasterly outline of Lots No. 27, 26, and 25 of the aforesaid recorded plat, North 35° 15' 00" West 150.00 feet to the Northeasterly most corner of Lot No. 25, thence leaving Hayes Street binding on the Northwesterly outlines of Lot No. 25, and on the Northwesterly outline of the whole tract as conveyed by the first mentioned conveyance, South 54° 45' West 150.00 feet to a point in the Northeasterly right-of-way line of a 20-foot wide alley heretofore laid out and shown on the aforesaid plat of the Hayes Addition to Bel Air, thence binding on the Northeasterly right-of-way line of said alley and on the Southwesterly outline of Lots No. 25, 26, and 27 aforesaid, South 35° 15' East 150.00 feet to the Southwesterly most corner of Lot No. 27, thence leaving the right-of-way line of the said alley binding on the Southeasterly outline of Lot No. 27, North 54° 45' East 150.00 feet to the beginning hereof, containing 0.516 acres, more or less.

EXHIBIT "A"

BEGINNING for the same at an iron pipe heretofore set at the southerlymost corner of the whole tract conveyed by and described in a deed from Ward and Bosely Company, Inc., a body corporate of the State of Maryland, to R. Walter Ward and Melvin G. Bosely, dated August 18, 1958, and recorded among the Land Records of Harford County in Liber G.R.G. No. 510, folio 127, thence running and binding on the outline of the whole tract aforesaid, North 54° 45' East 150.00 feet to an iron pipe now set on the westerly side of Hayes Street, thence running and binding on the westerly side of Hayes Street, North 35° 15' West 97.03 feet to a stake now set, thence leaving the outline of the whole tract and leaving Hayes Street, and running for a new division line, South 54° 45' West 150.00 feet to an iron pipe now set in the outline of the whole tract aforesaid, thence binding thereon, South 35° 15' East, 97.03 feet to the beginning hereof, containing 0.334 acre, more or less.

EXHIBIT "B"

BEGINNING for the same at an iron pipe heretofore set on the southwest side of Hayes Street and at the northerlymost corner of the whole tract or parcel of land conveyed by and described in a deed from Ward and Bosely Co., Inc., a body corporate of the State of Maryland, to R. Walter Ward and Melvin G. Bosely, dated August 18, 1958, and recorded among the Land Records of Harford County in Liber G.R.G. No. 510, folio 127, thence leaving Hayes Street and binding on the northerlymost side of the whole tract of the grantor, and binding on the land of Hopkins, South 54° 45' West 150.00 feet to a pipe heretofore set on the northeast side of an alley 20 feet wide, thence leaving the Hopkins land and binding on the northeasterly side of the said alley, South 35° 15' East 52.97 feet, thence leaving the alley and running through and across the whole tract aforesaid for a new line of division North 54° 45' East 150.00 feet to an iron pipe now set in the southeast side of Hayes Street, thence binding on the southeast side of Hayes Street, North 35° 15' West 52.97 feet to the beginning hereof, containing one hundred and seventy-nine one-thousandths (0.179) of an acre, more or less, as surveyed in November, 1959, by Frederick Ward Associates.

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COUNTY, MD. & EXAMINED
PER GARLAND R. GREER

EXHIBIT "C"

3428 A

HICKORY HILLS JOINT VENTURE
A Limited Partnership

AMENDED CERTIFICATE OF
LIMITED PARTNERSHIP

THE UNDERSIGNED, Robert W. Catzen and Donald M. Jett (the "General Partners") and William T. Burgess, Harry B. Gorfine, Wahahn & Co., Nominee for Trustees U/W of William A. Hahn, deceased, and Myles Katz (the "Limited Partners") pursuant to Article 73 of the Annotated Code of Maryland, do hereby certify:

I.

The name of the Partnership is Hickory Hills Joint Venture, a Limited Partnership.

II.

The character of the business of the Partnership is the development of a tract of approximately 24 acres of land located at Hickory Avenue and Crocker Street, situate and lying in the Third Election District of Harford County, Maryland, in the Town of Bel Air and the construction thereon of garden apartments to be held by the Partnership for investment purposes and operated as rental property.

III.

The location of the principal place of business of the Partnership is the site located at Hickory Avenue and Crocker Street in Bel Air, Maryland, and the principal office of the Partnership is located at 509 Virginia Avenue, Towson, Maryland 21204.

IV.

The name and place of residence of each General and Limited Partner are as follows:

Name	Place of Residence	Status
Robert W. Catzen	3504 Woodvalley Drive Baltimore, Md.	General Partner
Donald M. Jett	308 Lochview Terrace Pot Spring, Md.	General Partner
William T. Burgess	Rural Route 1 Dakota, Minnesota	Limited Partner
Harry B. Gorfine	3415 Clarks Lane Baltimore, Md.	Limited Partner
Wahahn & Co., Nominee for Trustees U/W of William A. Hahn	c/o Clapp, Somerville Black & Honemann Light & Redwood Streets Baltimore, Md.	Limited Partner
Myles Katz	137 S. Warwick Ave. Baltimore, Maryland	Limited Partner

V.

The term of the Partnership shall commence as of the date of this Certificate and shall continue until December 31, 2013 (subject to prior termination on the last to occur of December 31, 1989 or repayment in full as to principal and interest of the FHA insured first mortgage obligation of the Partnership with respect to Section Two of its garden apartment development) subject to prior termination upon death, bankruptcy or insanity of a General Partner; disposition by the Partnership of substantially all of its interest in the aforementioned property of the Partnership located in Bel Air, Maryland; or agreement of the General Partners and Limited Partners owning at least 75% of the total Partnership interest.

VI.

The amount of cash contributed by each Limited Partner

to the Partnership is as follows:

William T. Burgess	-	$100,000
Harry B. Gorfine	-	$150,000
Wahahn & Co., Nominee for Trustees U/W of William A. Hahn	-	$150,000
Myles Katz	-	$150,000

VII.

Additional contributions by General Partners and Limited Partners shall be in such amounts as determined by the General and Limited Partners owning at least 75% of the total Partnership interest, and the additional contribution of each shall be in proportion to their respective percentages of Partnership interest in the Limited Partnership Agreement. For the purposes of this paragraph, the initial contributions of the General Partners shall be deemed, in the aggregate, to be $500,000 and the initial contributions of the Limited Partners, in the aggregate, shall be deemed to be $550,000, or a relationship of 10 to 11.

VIII.

Contributions of each Limited Partner are to be returned upon dissolution of the Partnership; provided, however, partial distributions of capital may be made to Limited Partners in proportion to their respective percentages of Partnership interest from time to time if at the time of any such distribution or dissolution, the remaining assets of the Partnership are not then less than their liabilities.

IX.

The share of profits each Limited Partner shall receive by reason of his contribution shall be equal to the respective percentages of Partnership interests as follows:

William T. Burgess	-	10%
Harry B. Gorfine	-	13-1/3%

Wahahan & Co., Nominee for Trustees U/W of William A. Hahn	-	13-1/3%
Myles Katz	-	13-1/3%

X.

No Limited Partner may assign his Limited Partnership interests without the consent of the General Partners. If such consent is obtained, an assignee may be substituted as a Limited Partner in place of the assigning Limited Partner upon payment of all reasonable expenses incurred in connection with such admission of a substituted Limited Partner. Notwithstanding the foregoing, a Limited Partner may assign his financial interest in the Partnership.

XI.

The General Partners shall have the right to admit additional Limited Partners to the Partnership; provided, however, the percentage of Partnership interest of any Limited Partner shall not be reduced upon such admission unless he consents to such admission in writing.

XII.

No Limited Partner shall have priority over any other Limited Partner for any purpose.

XIII.

Upon the death, retirement, bankruptcy or insanity of a General Partner, the remaining or surviving General Partner shall

have the right to elect to continue the business of the Partnership. In such event, the Partnership interest of the deceased, retired, bankrupt or insane Partner shall be deemed and become a Limited Partner interest.

XIV.

No Limited Partner shall have any right to demand and to receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Certificate of Limited Partnership this 6th day of November, 1970.

Robert W. Catzen, General Partner

Donald M. Jett, General Partner

William T. Burgess, Limited Partner

Harry B. Gorfine, Limited Partner

WAHAHN & CO., Nominee for Trustees
U/W of William A. Hahn,
Limited Partner

By Robert A. Waidner
Trustee

Myles Katz, Limited Partner

STATE OF MARYLAND

SS:

CITY OF BALTIMORE

THIS IS TO CERTIFY that on this 2nd day of November, 1970, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared ROBERT W. CATZEN and DONALD M. JETT, who made oath in due form of law that the matters and facts set forth in the foregoing Amended Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and notarial seal.

Joan M Ford
Notary Public
My Commission Expires: July 1, 19

JOAN M. FORD NOTARY PUBLIC Baltimore, Md.

STATE OF MARYLAND

SS:

CITY OF BALTIMORE

THIS IS TO CERTIFY that on this 6th day of November, 1970, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared WILLIAM T. BURGESS, who made oath in due form of law that the matters and facts set forth in the foregoing Amended Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and notarial seal.

Joan M Ford
Notary Public
My Commission Expires: July 1, 19

JOAN M. FORD NOTARY PUBLIC Baltimore, Md.

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that on this 6th day of December, 1970, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared HARRY B. GORFINE, who made oath in due form of law that the matters and facts set forth in the foregoing Amended Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and notarial seal.

HILDA WILKINS NOTARY PUBLIC BALTIMORE, MD.

Hilda Wilkins
Notary Public
My Commission Expires: 7/1/71

STATE OF MARYLAND
SS:
CITY OF BALITMORE

THIS IS TO CERTIFY that on this 6th day of December, 1970, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared ROBERT A. WAIDNER, Trustee ~~of WAHAHN & CO~~., who made oath in due form of law that the matters and facts set forth in the foregoing Amended Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and notarial seal.

LAURA A. FRANK NOTARY PUBLIC BALTIMORE, MD.

Laura A. Frank
Notary Public
My Commission Expires:

LIBER 861 PAGE 464

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that on this 6th day of November, 1970, before me, the subscriber, a Notary Public of the City and State aforesaid, personally appeared MYLES KATZ, who made oath in due form of law that the matters and facts set forth in the foregoing Amended Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and notarial seal.

HILDA WILKIS NOTARY PUBLIC BALTIMORE, MD.

Hilda Wilkis
Notary Public
My Commission Expires: 7/1/71

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861 ... 457 ... THE
1970 NOV 24 PM 2:47
Land RECORDS HARFORD
... CLERK

LIBER 1 PAGE 62

TWH/fml 1/13/71

47088m

SECOND AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP

THIS SECOND AMENDMENT executed this 5th day of February, 1971, to Certificate of Limited Partnership executed on June 19, 1969, and as amended by the First Amendment thereto on June 10, 1970, between JOHN HEISER, JR., Bel Air, Maryland, JOHN A. LUETKEMEYER, Baltimore, Maryland, JOHN A. LUETKEMEYER, JR., Baltimore, Maryland, ROBERT G. MERRICK, Baltimore, Maryland, and ALVIN S. WOLPOFF, Baltimore, Maryland.

WHEREAS, pursuant to the terms of the Certificate of Limited Partnership executed on June 19, 1969, as amended on June 10, 1970, the parties have formed COURTS OF HARFORD SQUARE LIMITED PARTNERSHIP, a limited partnership; and

WHEREAS, under the terms set forth in Section 9(i) of the said Certificate of Limited Partnership, as amended, the parties agreed that unanimous approval of all partners was required in the event the partnership shall develop other properties in addition to the property described in Exhibit A of said Certificate of Limited Partnership and that property described in the First Amendment to the Certificate of Limited Partnership; and

WHEREAS, all of the partners have approved the development by the partnership of certain additional property and desire to amend the said Certificate of Limited Partnership to reflect their approval;

WITNESSETH:

That, in consideration of the mutual promises hereinafter contained, the said parties have agreed as follows:

1. That pursuant to the provisions of Section 9(i) of the Certificate of Limited Partnership executed on June 19, 1969, and amended on June 10, 1970, the partners hereby approve the development by the partnership of certain

property, in addition to the property described in Exhibit A to said Certificate of Limited Partnership and that property described in the First Amendment to the Certificate of Limited Partnership.

2. That the additional property to be developed by the partnership is described as follows:

"Section No. 3, 'COURTS OF HARFORD SQUARE', First Election District, Harford County, Maryland.

Beginning for the same at a point in the centerline of Hanson Road at the end of the South 75*26'20"West 1253.51 feet line of the First or 32.155 Acres parcel conveyed by and described in a mortgage to Thomas E. Hanson and wife, mortgagees, by A-S Harford Square, Inc., and Heiser Enterprises, Inc., mortgagors, dated 8th November, 1969 and recorded among the Land Records of Harford County in Liber G.R.G. No. 796, folio 168, the Maryland State Plane Coordinates of the said point being North 579744.97, East 992020.14, and running thence, with or near to the centerline of Hanson Road and reversely with the South 75*26'20" West line first mentioned herein, passing through, at the end of 8.01 feet, a railroad spike heretofore set, North 75*26'20" East 606.51 feet to the Southwesterly most corner of Section No.1, "Courts of Harford Square", thence leaving Hanson Road, crossing the aforesaid 32.155 Acres parcel and binding on the Westerly outlines of Sect. No. 1, the following eight courses, viz:- North 15* 27'56" West 52.01 feet, North 02*40'00" East 195.00 feet, South 87*20'00" East 80.00 feet, North 48*00'00" East 10.50 feet, thence by a curve to the left of radius 100.76 feet an arc distance of 40.45 feet (chord North 15*00'00" West 40.18 feet) to a point of reverse curve, thence by a curve to the right of radius 100.50 feet an arc distance of 60.30 feet (chord North 09*18'42" West 59.40 feet) to a point of compound curve, thence by a curve to the Rightof radius 42.03 feet an arc distance of 20.58 feet (chord North 21*54'13" East 20.37 feet) and North 24*33'22" West 94.00 feet, thence leaving Sect. No.1 and binding of the Southerly outlines of Sect. No.2 for three courses North 16*22'37" West 76.61 feet, South 74*21'09" West 819.37 feet and North 87*55'27" West 116.78 feet to intersect the North 03*08'00" West 815.69 feet line of the aforesaid 32.155 Acre parcel, thence binding on the outlines thereof, reversely, for three courses South 03*08'00" East 325.69 feet, North 75*05'00" East 246.53 feet and South 14*58'00" East 204.46 feet to the beginning hereof, containing 9.422 Acres, more or less."

3. As amended and modified by this Second Amendment the partners hereby ratify and confirm said Certificate of Limited Partnership executed on June 19, 1969, as amended on June 10, 1970, and declare that said Certificate of Limited Partnership and the First Amendment thereto and this Second

of the Certi...

June 1[illegible] 19[illegible]

hereby appro...

Amendment thereto constitutes said Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Certificate of Limited Partnership this 5TH day of FEBRUARY, 1971.

WITNESS:

Helen M. Clark : John Heiser, Jr. (SEAL)
John Heiser, Jr.
General Partner

Priscilla D. Garner : John A. Luetkemeyer (SEAL)
John A. Luetkemeyer

Priscilla D. Garner : John A. Luetkemeyer, Jr. (SEAL)
John A. Luetkemeyer, Jr.

Priscilla D. Garner : Robert G. Merrick (SEAL)
Robert G. Merrick

Priscilla D. Garner : Alvin S. Wolpoff (SEAL)
Alvin S. Wolpoff
Limited Partners

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 5th day of February, 1971, before me, the subscriber, a Notary Public of the City of Baltimore, State of Maryland aforesaid, personally appeared JOHN HEISER, JR., General Partner, who made oath in due form of law that the matters and facts set forth in the foregoing Second Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Helen M. Clark
Notary Public
My Commission Expires: July 1974

HELEN M. CLARK NOTARY PUBLIC BALTIMORE CITY

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 5th day of February, 1971, before me, the subscriber, a Notary Public of the City of Baltimore, State of Maryland aforesaid, personally appeared JOHN A. LUETKEMEYER, JOHN A LUETKEMEYER, JR., ROBERT G. MERRICK and ALVIN S. WOLPOFF, Limited Partners, who made oath in due form of law that the matters and facts set forth in the foregoing Second Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Priscilla D. Garner
Notary Public
My Commission Expires: July 1, 1974

PRISCILLA D. GARNER NOTARY PUBLIC BALTIMORE, MD.

RECEIVED FOR RECORD & RECORDED IN LIBER NO. 867 FOLIO 221 OF THE 1971 FEB 17 PM 3:34
Land RECORDS HARFORD COUNTY, MD. & EXAMINED PER H. DOUGLAS CHILCOAT CLERK

/8/71 Mailed To: Dawme Associated, 1501 Charmuth Rd., Lutherville, Md.

LIBER 869 PAGE 191

AMENDMENT TO CERTIFICATE OF

DAWME ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

47710m

THIS AMENDMENT, made this 19th day of March, 1970, of the Limited Partnership Agreement dated December 3, 1969, as amended December 26, 1969, Witnesseth:

WHEREAS, Wm. A. Bunnell and Maxine Bunnell have transferred a portion of their interest as tenants by the entireties in said partnership to David C. Bunnell, the respective contributions and percentage of interest in the partnership now are as follows:

General Partner

Name	Address	Cash Contribution	Interest
Calvert, Inc.	1501 Charmuth Road Lutherville, Md. 21093	$ 14.00	0.100

Limited Partners

Name	Address	Cash Contribution	Interest
Maxine Bunnell, as her separate property and estate	1501 Charmuth Road Lutherville, Md. 21093	$3,000.00	21.429
Elice B. Shelton as her separate property and estate	117D Forest Pine Apts. Franklin, Va. 23851	2,000.00	14.286
Wm.A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties	1501 Charmuth Road Lutherville, Md. 21093	5,486.00	39.185
Arlene Schott, as her separate property and estate	R.D. #2, Box 110C New Alexandria, Pa. 15670	2,000.00	14.286
David C. Bunnell	1501 Charmuth Road Lutherville, Md. 21093	1,500.00	10.714

Except as hereby amended, all of the terms, provisions, conditions and agreements contained in said Limited Partnership Agreement as amended remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment Agreement.

Witnesses:

R.W. Shelton, Jr.

R.W. Shelton, Jr.

R.W. Shelton, Jr.

R.W. Shelton, Jr.

Elice B. Shelton, Authorized Representative of General Partner, Calvert, Inc.

Limited Partners

Wm. A. Bunnell (L.S.)
Wm. A. Bunnell

Maxine Bunnell (L.S.)
Maxine Bunnell

David C. Bunnell (L.S.)
David C. Bunnell

LIBER 1 PAGE 67

LIBER 869 PAGE 192

STATE OF MARYLAND: COUNTY OF: HARFORD TO WIT:

I HEREBY CERTIFY that on this 24th day of March, 1971 before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Wm. A. Bunnell, David C. Bunnell, Elice B. Shelton, and Maxine Bunnell and acknowledged the foregoing Agreement to be their act and deed.

WITNESS my hand and Notarial Seal.

S. Dell Fox
Notary Public

S. DELL FOX NOTARY PUBLIC HARFORD CO. MD.

RECEIVED FOR RECORD & RECORDED IN LIBER No. 869 FOLIO 191 OF THE

1971 MAR 29 PM 3:55

RECORDS HARFORD COUNTY, MD. & EXAMINED PER H. DOUGLAS CHILCOAT CLERK

LIBER 1 PAGE 68

4/19/71 Mail[redacted]: Randell C. White, 305 W[redacted]spake Ave., Towson, Md. [redacted]

4589a

LIBER 869 PAGE 436

CERTIFICATE OF LIMITED PARTNERSHIP

CAMPUS HILLS EQUITIES LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership, pursuant to the provisions of the Act of April 10, 1918, known as "The Uniform Limited Partnership Act" certify as follows:

I. The name of the Partnership is Campus Hills Equities Limited Partnership.

II. The character of the business of the partnership is to acquire by purchase, lease or otherwise, in its own name or in the name of a nominee a certain tract of land located on the northerly side of Churchville Road (Maryland Route No. 22), in the Third Election District, Harford County, Maryland as well as the Campus Hills Shopping Center located thereon (hereinafter sometimes referred to as "premises"), to own, to operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such improvements, the ownership, operation and eventual disposition of all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the partnership is:

305 West Chesapeake Avenue
Towson, Maryland 21204
c/o Commercial & Industrial Properties, Inc.

IV. (a) The name and address of the General Partner is:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.
305 West Chesapeake Avenue
Towson, Maryland 21204

(b) The name and address of the Limited Partner is:

William F. Buettner and
Mary S. Buettner, Tenants
by the Entireties
Wagon Wheel Road
Glen Arm, Maryland 21057

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2012, unless sooner terminated by:

(a) The disposition of all the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The filing for record in the office of the Recorder of Deeds of Third Election District, Harford County, Maryland, of a copy of written notice by all the General Partners to the Limited Partners at least sixty (60) days prior to the end of any year of intention to withdraw and terminate the Partnership at the end of such year.

VI. Each Limited Partner shall contribute $100.00 in cash as his initial contribution to the capital of the Partnership.

VII. Each Limited Partner shall make additional contributions to the capital of the Partnership in cash or in property in proportion to each Limited Partner's participation percentage as set forth in Item IX below, up to an aggregate total of $300,000.00. Contributions in property may consist of an undivided interest in the premises, together with leases entered into with prospective tenants, and such other property as may be acceptable to the General Partner at a value to be determined by the General Partner.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner.

IX. The share of profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

William F. Buettner
and Mary S. Buettner, - Twelve per cent (12%)
Tenants by the Entireties

X. A Limited Partner may substitute an assignee as contributor in his place, provided that such assignee is either the spouse, parent or lineal descendant, or trust for the exclusive benefit of any one or more persons so related to the assignor.

XI. The General Partner has the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution.

Attest:

Secretary

GENERAL PARTNER:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By:
President

WITNESS:

LIMITED PARTNERS:

WILLIAM F. BUETTNER AND MARY S. BUETTNER, TENANTS BY THE ENTIRETIES

STATE OF MARYLAND, COUNTY OF BALTIMORE, SS:

On the 25th day of March , 1971, before me, the subscriber, personally appeared George W. White, Jr., who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as President.

AS WITNESS, my hand and Notarial Seal.

Sharon L. Gangi
Notary Public

SHARON L. GANGI NOTARY PUBLIC BALTIMORE COUNTY, MD.

STATE OF MARYLAND, COUNTY OF BALTIMORE, SS:

On the 25th day of March, 1971, before me, the subscriber, personally appeared William F. Buettner and Mary S. Buettner, his wife, known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged that they executed the same for the purposes therein contained, and described the same might be recorded as such.

AS WITNESS, my hand and Notarial Seal.

Sharon L. Gangi
Notary Public

SHARON L. GANGI NOTARY PUBLIC BALTIMORE COUNTY, MD.

RECEIVED FOR RECORD & RECORDED IN LIBER H.C. NO. 869 FOLIO 436 OF THE

1971 APR -5 AM 10:53

Land RECORDS HARFORD COUNTY, MD. & EXAMINED PER H. DOUGLAS CHILCOAT CLERK

069

CERTIFICATE OF LIMITED PARTNERSHIP

I. The name of the partnership - NICK-GEORGE LIMITED PARTNERSHIP.

II. The character of the business - Real estate.

III. The location of the principal place of business - 1117 Fidelity Building, Baltimore, Maryland 21201.

IV. The name and place of residence of each member, general and limited partners being respectively designated -

General Partner - Nicholas F. Leonetti, Aberdeen, Maryland

Limited Partner - Herbert L. Cohen, Greenlea Drive, Baltimore, Maryland

Limited Partner - Martin Fedder, 3423 Milford Mill Road, Baltimore, Maryland

Limited Partner - Nick-George Corporation - 1117 Fidelity Building Baltimore, Maryland

V. The term for which the partnership is to exist - From January 4, 1971 to December 31, 1980.

VI. The amount of cash and a description of and the agreed value of the other property contributed by each limited partner -

	Cash	Property
Herbert L. Cohen	-0-	.7 acre land
Martin Fedder	-0-	.2 acre land
Nick-George Corporation	-0-	16.9 acre land Perryman, Harford Co., Md.

VII. The additional contributions, if any, agreed to be made by each limited partner and the times at which or events on the happening of which they shall be made - None.

VIII. The time, if agreed upon, when the contribution of each limited partner is to be returned - None.

IX. The share of the profits or the other compensation by

way of income which each limited partner shall receive by reason of his contribution -

General Partner	Profits	Losses
Nicholas F. Leonetti	40.5%	10.0%
Limited Partners		
Herbert L. Cohen	40.5%	80.0%
Martin Fedder	9.0%	10.0%
Nick-George Corporation	10.0%	-0-%
Totals	100.0%	100.0%

X. The right, if given, of a limited partner to substitute an assignee as contributor in his place, and the terms and conditions of the substitution - None.

XI. The right, if given, of the partners to admit additional limited partners - None, except by unanimous consent.

XII. The right, if given, of one or more of the limited partners to priority over other limited partners, as to contributions or as to compensation by way of income, and the nature of such priority - None.

XIII. The right, if given, of the remaining general partner or partners to continue the business on the death, retirement or insanity of a general partner - None.

XIV. The right, if given, of a limited partner to demand and receive property other than cash in return for his contribution- None.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 10th day of February, 1971.

Rita L. MacCauley
Rita L. MacCauley

Nicholas F. Leonetti (SEAL)
Nicholas F. Leonetti

Rita L. MacCauley
Rita L. MacCauley

Herbert L. Cohen (SEAL)
Herbert L. Cohen

LIBER 872 PAGE 149

Rita L. MacCauley : Martin Fedder (SEAL)
Rita L. MacCauley Martin Fedder

NICK-GEORGE CORPORATION

Martin Fedder By
Sect. Herbert L. Cohen, President
Martin Fedder

STATE OF MARYLAND,
~~CITY OF BALTIMORE~~, TO WIT:
County of Harford

I HEREBY CERTIFY that on this 10th day of February, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared HERBERT L. COHEN, President of Nick-George Corporation, and acknowledged the aforegoing Certificate on behalf of said Corporation to be its act.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley Not
Rita L. MacCauley

STATE OF MARYLAND,
~~CITY OF BALTIMORE~~, TO WIT:
County of Harford

I HEREBY CERTIFY that on this 10th day of February, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared HERBERT L. COHEN, and acknowledged the aforegoing Certificate to be his act.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley Not
Rita L. MacCauley

LIBER 1 PAGE 75

STATE OF MARYLAND,
~~CITY OF BALTIMORE~~, TO WIT:
County of Harford

I HEREBY CERTIFY that on this 10th day of February, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared NICHOLAS F. LEONETTI, and acknowledged the aforegoing Certificate to be his act.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley
Rita L. MacCauley Notary Public

STATE OF MARYLAND,
~~CITY OF BALTIMORE~~, TO WIT:
County of Harford

I HEREBY CERTIFY that on this 10th day of February, 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared MARTIN FEDDER, and acknowledged the aforegoing Certificate to be his act.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley
Rita L. MacCauley Notary Public

RECEIVED FOR RECORD WDC
& RECORDED IN LIBER
NO. 872 FOLIO 147 OF THE
1971 MAY 18 PM 12:34
Land RECORDS OF HARFORD
COUNTY, MD. & EXAMINED
PER H. DOUGLAS GIELCOAT
CLERK

2 GMK/dsw 5/3/71

LIBER 872 PAGE 151

070

NICK-GEORGE LIMITED PARTNERSHIP

FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT

This First Amendment to the Nick-George Limited Partnership Agreement, executed on the 10th day of February, 1971, by and among Nicholas F. Leonetti, General Partner, and Herbert L. Cohen, Martin Fedder, and Nick-George Corporation, Limited Partners.

WHEREAS, Nicholas F. Leonetti, Herbert L. Cohen, Martin Fedder, and Nick-George Corporation executed a Limited Partnership Agreement on the 10th day of February, 1971, forming the Nick-George Limited Partnership (the "Partnership"); and

WHEREAS, the Partnership owns a tract of land located at Spesutia Road and Cranberry Road, Perryman, Maryland, containing 786,606 square feet; and

WHEREAS, the Partnership proposes to enter into a construction contract with Ames-Ennis, Inc. for the construction of a one hundred eighty-four (184) unit garden apartment complex on the said tract of land; and

WHEREAS, the Partnership has obtained a commitment (Application #052-35079-PM) for financing the construction of said apartments from the United States Department of Housing and Urban Development (HUD) under the 221 (d)(4) Limited Dividend Mortgagor Program which is administered by the Federal Housing Administration (FHA), and

WHEREAS, Ames-Ennis, Inc. is a general contractor capable of constructing a one hundred eighty-four (184) unit garden apartment complex; and

WHEREAS, Ames-Ennis, Inc., a Maryland corporation, desires to become a member of the Partnership; and

GMK/dsw

WHEREAS, the parties desire to amend the Agreement of Limited Partnership to provide for the admission of Ames-Ennis, Inc. to establish an identity of interest for the purposes of HUD Regulation 221.548 et seq. and to make certain additional amendments to said Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable considerations, receipt of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are hereby made a part of this Agreement.

2. Amendments. The Limited Partnership Agreement of the Nick-George Limited Partnership executed on February 10, 1971, is hereby amended as follows:

FIRST:

Section 3 of the aforesaid Limited Partnership Agreement is amended to read as follows:

"3. CAPITAL CONTRIBUTION OF THE GENERAL AND LIMITED PARTNERS.

"(a) Nicholas F. Leonetti, the General Partner, and Herbert L. Cohen, Martin Fedder and Nick-George Corporation, the Limited Partners, shall assign all of their undivided right, title and interest in certain parcels of real property and the improvements thereon, if any, located in Harford County, Maryland, and subject to all of the liens and encumbrances on said parcels which are more fully described in the descriptions of said parcels attached hereto and made a part hereof and marked Exhibit "A", "B" and "C" respectively: to the Partnership, as the respective capital contribution of each of said partners to the Partnership in the following proportions and ratios:

"General Partner	Percentage
Nicholas F. Leonetti	40.5%
"Limited Partners	
Herbert L. Cohen	40.5%
Martin Fedder	9.0%
Nick-George Corporation	10.0%
Total	100.0%

GMK:ivf

Ames-Ennis, Inc. shall be included as a Limited Partner with the following percentage interest in capital: 0%.

"(b) Neither the Partnership, the General Partner nor any Limited Partners, whether individually or collectively, shall assume or become personally liable for any liability or encumbrance which may presently be against any parcel of land herein conveyed to the Partnership or which may at some later date become a lien thereon or against any property hereinafter acquired by the Partnership.

"(c) Subject to the provisions of (d) hereof, the partners shall share the profits and/or losses of the Partnership in the following proportions, except that neither Nick-George Corporation nor Ames-Ennis, Inc. shall be charged with a share of any losses of the Partnership.

"ALLOCATION OF PROFITS AND LOSSES AMONG PARTNERS

"General Partner	Profits	Losses
Nicholas F. Leonetti	40.5%	10.0%
"Limited Partners		
Herbert L. Cohen	40.5%	80.0%
Martin Fedder	9.0%	10.0%
Ames-Ennis, Inc.	0.0%	0.0%
Nick-George Corporation	10.0%	0.0%
Totals	100.0%	100.0%

"(d) Commencing with the date of completion of construction of the project referred to in Section 12A, hereof, which shall be the date the FHA issues an occupancy certificate, and during such time as Ames-Ennis, Inc. shall remain a Limited Partner, there shall be allocated to Ames-Ennis, Inc., thirty per cent (30%) of the profits of the Partnership. The ratio of the profits as set forth in (c) above shall be adjusted pro rata and reduced to provide for the profits to be allocated to Ames-Ennis, Inc. In the event that the Partnership shall have insufficient funds or otherwise be unable to make such distributions of profits to Ames-Ennis, Inc. in cash, the percentage of profits allocable to Ames-Ennis, Inc. shall be limited for such year to the cash actually distributed to Ames-Ennis, Inc.

SECOND:

Section 4 of the said Limited Partnership Agreement is amended to read as follows:

"4. DISTRIBUTIONS

"(a) Any distribution of cash to be made to the partners from the assets or net income or net losses of the Partnership shall be made only upon the sole authorization of the General Partner.

"(b) Distributions from the Partnership shall be made on a cumulative basis among the Partners as follows:

"(1) So long as Ames-Ennis, Inc. shall be a Limited Partner, all distributions shall be made to it until such time as it shall have received from the Partnership an amount equal to five per cent (5%) of the total adjusted construction contract price less overhead allowances by the FHA under the construction contract.

"(2) After the distributions referred to in (1) above, all further distributions shall be made to the Partners in the proportions set forth in Sections 3(c) and (d) hereof."

THIRD:

There shall be inserted at the end of Section 6 (a) of the Limited Partnership Agreement the following paragraph:

"Anything to the contrary hereinabove contained, the General Partner and the Partnership shall not enter into any transaction during the time that Ames-Ennis, Inc. shall remain a Limited Partner by which the Partnership shall sell, transfer, lease, mortgage (other than pursuant to the pending FHA commitment) any of the property or properties of the Partnership."

FOURTH:

Section 6(b) of the Limited Partnership Agreement is amended to change the last sentence thereof to read as follows:

"The Limited Partners hereby consent to any encumbrance, mortgage, lease, sale or other disposition, or improvement or contract for such improvement, by the General Partner on behalf of the Partnership, subject to the limitations contained in Section 6(a) above, of any and all of the Partnership's assets now or hereafter acquired, on such terms and conditions as may be determined by the General Partner and to the employment, when and if required, of such broker, agents and attorneys, contractors or builders, as the General Partner may determine, notwithstanding that such party may be a Limited Partner hereto or may have an interest in such broker, agent, attorney, contractor or builder."

FIFTH:

There shall be inserted between Section 12 and Section 13 of the Limited Partnership Agreement the following Section 12A.

"12A. LIQUIDATION OF LIMITED PARTNERS INTEREST. On or before one (1) year from the completion of the construction, of a certain improvement to the property described in Exhibits "A", "B" and "C" to this Agreement, as more fully described in an FHA commitment to insure number 052-35079-PM, a copy of which has been furnished to all of the Partners, the Partnership shall liquidate the Partnership interest of Ames-Ennis, Inc.,

a Limited Partner, by paying to Ames-Ennis, Inc. for such interest in the Partnership an amount equal to five (5%) per cent of the total adjusted construction contract price, (excluding builder's overhead) less (i) overhead allowances by the FHA under the construction contract, less (ii) any distributions made to Ames-Ennis, Inc. pursuant to Section 4 (b) hereof, plus (iii) an amount equal to eight (8%) per cent per annum on the net amount due after each payment under (ii) above, computed from the date of completion of construction to the date of payment. For example, if the total adjusted construction contract price is $1,600,000, and Ames-Ennis, Inc. is allowed overhead of $32,000, and partnership profits of $5,000 are distributed to Ames-Ennis, Inc. on November 1, 1972 and construction was completed on May 1, 1972, the purchase price would be computed as follows:

"5% x $1,600,000 =	$ 80,000
Less (i) - (2% x $1,600,000)	(32,000)
Less (ii)	(5,000)
Plus (iii), 8% (80,000-32,000) x 6 mo./12 mo. + 8% (80,000-32,000-5,000) x 6 mo./12 mo. =	3,640
Total	$ 46,640

"The payments for the interest of Ames-Ennis, Inc. shall be made by certified or cashier's check by the Limited Partnership at the closing of the liquidation, which shall be held not later than one (1) year after completion of construction of the improvements referred to above, which shall be the date the FHA issues an occupancy certificate."

SIXTH

There shall be inserted after Section 12A of the Limited Partnership Agreement the following Section 12B:

"12B. Additional Partnership Distribution. While Ames-Ennis, Inc. will use its best efforts to complete the construction within twelve (12) months, nevertheless, Ames-Ennis, Inc. shall immediately be paid by the Partnership any amount reduced from the construction price for delay of completion per Article 2C of the construction contract with respect to the penalty for the first ninety (90) days (only) beyond the date referred to in Article 2C. This distribution shall be in addition to any other amount distributable to Ames-Ennis, Inc. by the Partnership and shall not be used in the computation of the amount due under Section 12A."

SEVENTH

There shall be inserted between Section 15 and Section 16 of the Limited Partnership Agreement the following Section 15A.

"15A. SECURITY INTERESTS. Concurrently with the execution of this Frist Amendment to the Agreement of Limited Partnership of the Nick-George Limited Partnership, each of the Partners,

whether General or Limited, other than Ames-Ennis, Inc. have executed security agreements granting security interests to Ames-Ennis, Inc. in their Partnership interests to secure the obligations of the Partnership to Ames-Ennis, Inc. as set forth in the Agreement of Limited Partnership as amended by this First Amendment to the Agreement of Limited Partnership. After final endorsement of the permanent mortgage on the above-described apartment project, the Partnership shall promptly execute a second mortgage or deed of trust in favor of Ames-Ennis, Inc. to secure the aforesaid obligation and the security agreements shall thereafter be terminated."

3. Continuing Effect. The Limited Partnership Agreement of the Nick-George Limited Partnership executed on February 10, 1971, is hereby ratified and confirmed except insofar as modified or changed by this First Amendment thereto, and said Limited Partnership Agreement, together with this First Amendment thereto, shall constitute the Amended Limited Partnership Agreement for the Nick-George Limited Partnership. The First Amendment and a Certificate for said Limited Partnership Agreement shall promptly be recorded.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17TH day of May, 1971.

TEST:

Theodore W. Hirsh
Theodore W. Hirsh

Theodore W. Hirsh
Theodore W. Hirsh

Theodore W. Hirsh
Theodore W. Hirsh

Nicholas F. Leonetti (SEAL)
Nicholas F. Leonetti,
General Partner

Herbert L. Cohen (SEAL)
Herbert L. Cohen,
Limited Partner

Martin Fedder (SEAL)
Martin Fedder,
Limited Partner

ATTEST:

Martin Fedder
Martin Fedder Secretary

NICK-GEORGE CORPORATION

By Herbert L. Cohen
Herbert L. Cohen, President

ATTEST:

Robert E. Chissell
Robert E. Chissell Secretary

AMES-ENNIS, INC.

By F. Pearson Ames
F. Pearson Ames, President

GMK/dsw

LIBER 872 PAGE 157

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Harford, TO WIT:

I HEREBY CERTIFY that on this 17th day of May 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared MARTIN FEDDER, and acknowledged the aforegoing Amendment to the Agreement of Limited Partnership to be his act.

AS WITNESS my hand and Notarial Seal.

Rita L. MacCauley

Rita L. MacCauley Notary Public

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Harford, TO WIT:

I HEREBY CERTIFY that on this 17th day of May 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared HERBERT L. COHEN, President of Nick-George Corporation, and acknowledged the aforegoing Amendment to the Agreement of Limited Partnership to be the act of the said Corporation.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley

Rita L. MacCauley Notary Public

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Harford, TO WIT:

I HEREBY CERTIFY that on this 17th day of May 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared F. PEARSON AMES, President of Ames-Ennis, Inc., and acknowledged the aforegoing Amendment to the Agreement of Limited Partnership to be the act of the said Corporation.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley

Rita L. MacCauley Notary Public

LIBER 1 PAGE 83

GMK:ivf

LIBER 872 PAGE 158

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Harford, TO WIT:

I HEREBY CERTIFY that on this 17th day of May 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared NICHOLAS F. LEONETTI, and acknowledged the aforegoing Amendment to the Agreement of Limited Partnership to be his act.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley
Rita L. MacCauley Notary

RITA L. MACCAULEY NOTARY PUBLIC HARFORD CO. MD.

STATE OF MARYLAND, ~~CITY OF BALTIMORE~~ County of Harford, TO WIT:

I HEREBY CERTIFY that on this 17th day of May 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County aforesaid, personally appeared HERBERT L. COHEN, and acknowledged the aforegoing Amendment to the Agreement of Limited Partnership to be his act.

WITNESS my hand and Notarial Seal.

Rita L. MacCauley
Rita L. MacCauley Notary

RITA L. MACCAULEY NOTARY PUBLIC HARFORD CO. MD.

RECEIVED FOR RECORD & RECORDED IN LIBER N/DC NO. 872 FOLIO 151 OF THE

1971 MAY 18 PM 12:35

Land ... HARFORD COUNTY, MD. & EXAMINED PER H. DOUGLAS GHILCOAT CLERK

6/14/71 Mailed to: Venable, Baetjer & Howard, Mercantile Bank & Trust Bldg. Balto. Md.

TWH/dsw 5/7/71

LIBER 873 PAGE 378

THIRD AMENDMENT

TO

CERTIFICATE OF LIMITED PARTNERSHIP

49006 m

THIS THIRD AMENDMENT executed this 26th day of May, 1971, to Certificate of Limited Partnership executed on June 19, 1969, and as amended by the First Amendment thereto on June 10, 1970, and the Second Amendment thereto on February 5, 1971, between JOHN HEISER, JR., Bel Air, Maryland, JOHN A. LUETKEMEYER, Baltimore, Maryland, JOHN A. LUETKEMEYER, JR., Baltimore, Maryland, ROBERT G. MERRICK, Baltimore, Maryland, and ALVIN S. WOLPOFF, Baltimore, Maryland.

WHEREAS, pursuant to the terms of the Certificate of Limited Partnership executed on June 19, 1969, as amended on June 10, 1970 and February 5, 1971, the parties have formed COURTS OF HARFORD SQUARE LIMITED PARTNERSHIP, a limited partnership; and

WHEREAS, under the terms set forth in Section 7(a) and 8(a) of the Certificate of Limited Partnership the limited partners were required to contribute certain sums to the capital of the Limited Partnership and did make all of such capital contributions as required therein; and

WHEREAS, the partners desire to restate the capital of the Limited Partnership and to distribute to the limited partners a portion of their initial capital contributions;

WITNESSETH:

That, in consideration of the mutual promises hereinafter contained, the said parties have agreed as follows:

1. That pursuant to Section 9(m)(1) of the Limited Partnership Agreement there be distributed to the Limited Partners the following amounts:

John A. Luetkemeyer	$10,000
John A. Luetkemeyer, Jr.	$10,000

TWH/dsw

Robert G. Merrick	$25,000
Alvin S. Wolpoff	$ 5,000

2. That the capital contribution of the Limited Partners in the Partnership as set forth in Section 7(a) and Section 8(a) of the Limited Partnership Agreement be restated as follows:

Limited Partners

John A. Luetkemeyer	$10,000
John A. Luetkemeyer, Jr.	$10,000
Robert G. Merrick	$25,000
Alvin S. Wolpoff	$ 5,000

3. As amended and modified by this Third Amendment, the partners hereby ratify and confirm the said Certificate of Limited Partnership executed on June 19, 1969, as amended on June 10, 1970, and February 5, 1971, and declare that said Certificate of Limited Partnership, the First Amendment thereto, the Second Amendment thereto, and this Third Amendment thereto constitute said Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Certificate of Limited Partnership this 26th day of May, 1971.

WITNESS:

Terry L. Brooks — John Heiser, Jr. (SEAL)
John Heiser, Jr.
General Partner

Evelyn Ward — John A. Luetkemeyer (SEAL)
John A. Luetkemeyer

Rose A. Fakerty — John A. Luetkemeyer, Jr. (SEAL)
John A. Luetkemeyer, Jr.

Rose A. Fakerty — Robert G. Merrick (SEAL)
Robert G. Merrick

[illegible] — Alvin S. Wolpoff (SEAL)
Alvin S. Wolpoff
Limited Partners

TWH/sc 5/5/71

LIBER 873 PAGE 380

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 26th day of May, 1971, before me, the subscriber, a Notary Public of the City of Baltimore, State of Maryland, aforesaid, personally appeared JOHN HEISER, JR., General Partner, who made oath in due form of law that the matters and facts set forth in the foregoing Third Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Priscilla D. [illegible]
Notary Public
My Commission Expires: [illegible] 1971

STATE OF MARYLAND, CITY OF BALTIMORE, to wit:

THIS IS TO CERTIFY that on this 26th day of May, 1971, before me, the subscriber, a Notary Public of the City of Baltimore, State of Maryland, aforesaid, personally appeared JOHN A. LUETKEMEYER, JOHN A. LUETKEMEYER, JR., ROBERT G. MERRICK and ALVIN S. WOLPOFF, Limited Partners, who made oath in due form of law that the matters and facts set forth in the foregoing Third Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Priscilla D. [illegible]
Notary Public
My Commission Expires: [illegible]

RECEIVED FOR RECORD & RECORDED IN LIBER 873 NO. 873 FOLIO 372 OF THE

1971 JUN -2 PM 4:08

[illegible] CLERK

LIBER 1 PAGE 87

7/21/71 Mailed to: Cavahey & Beezer, Suite 305, Beaver Plaza, Lutherville, Md.

LIBER 876 FACE 160

49648 m

CERTIFICATE

OF THE

WOOD SHED DRIVE-IN

A MARYLAND LIMITED PARTNERSHIP

This Certificate of Limited Partnership and Limited Partnership Agreement, made this 1ST day of APRIL, 1971, by and between PAUL J. PLATT, hereinafter called "General Partner"; and PATRICK PAUL PLATT, JR., hereinafter called "Limited Partner"; both being at least twenty-one years of age, do under and by virtue of Article 73 of the Annotated Code of the Public General Laws of Maryland, associate themselves with the intention of forming a Maryland Limited Partnership, by the execution and filing of these articles.

FIRST: The name of the Maryland Limited Partnership (which is hereinafter called the "Partnership") is:

WOOD SHED DRIVE-IN
(A Maryland Limited Partnership)

SECOND: The business to be operated by the Partnership is the business of a drive-in restaurant for the dispensing of food and beverages to be consumed on the premises and off the premises, and further to conduct the business of operating a banquet room, catering service, food supply service and other activities incident to a general restaurant business, and further to engage in the business of sub-letting portions of any property leased by the partnership for conducting thereon any business authorized by this certificate.

THIRD: The principal location of the business is Route 165, Box 96, Jarrettsville, Maryland 21084.

FOURTH: Paul J. Platt, the General Partner, resides at Route 165, Box 96, Jarrettsville, Maryland 21084; and the Limited Partner, Patrick Paul Platt, Jr. resides at Box 93, Jarrettsville, Maryland 21084.

FIFTH: The Partnership shall continue until the death or insanity of the General Partner, as proscribed in Section 20, of Article 73 of the Annotated Code of the Public General Laws of Maryland, or until such time as the General and Limited Partners mutually decide to terminate the Partnership.

SIXTH: The property and cash contributed by the General Partner and the Limited Partner is as set forth in the statement prepared by David Clark, accountant, attached hereto, and made a part hereof this Certificate.

SEVENTH: The Limited Partner has not agreed to make any additional contributions to capital of the Partnership as of the execution of this Certificate.

EIGHTH: The Limited Partner's contribution to the capital of the Partnership shall be returned to him at such time as the Partnership is terminated as set forth in Paragraph Fifth above.

NINTH: The General Partner shall receive the sum of One Hundred Fifty Dollars ($150.00) per week by way of salary from the business to be conducted under this Certificate, and the Limited Partner shall, after deduction of the salary of the General Partner, be entitled to one-half of the net profits of the business, and the General Partner shall be entitled to one-half of the net profits of the business.

TENTH: The Limited Partner may not substitute an assignee or contributor in his place.

ELEVENTH: Additional limited partners may be admitted to the Partnership, if mutually agreed upon in writing by all General and Limited Partners.

TWELFTH: There are no priorities with respect to limited partners.

THIRTEENTH: Upon the death of any General Partner, the business shall be dissolved.

FOURTEENTH: The Limited Partner shall have the right to receive property other than cash in return for his contribution to the Partnership.

FIFTEENTH: The management, control and operation of the business shall be the sole responsibility of the General Partner, and his decisions with respect to the mangement of the business shall be final and conclusive in all respects.

SIXTEENTH: The Limited Partner shall not be liable as a General Partner.

SEVENTEENTH: This Partnership shall be subject to the provisions of the Uniform Limited Partnership Act, Article 73, Section 23 of the Annotated Code of the Public General Laws of the State of Maryland.

IN WITNESS WHEREOF, we have signed this Certificate of Limited Partnership on the 1ST day of APRIL, 1971.

WITNESS:

Paul J. Platt

Patrick Paul Platt, Jr.

STATE OF MARYLAND, COUNTY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 1ST day of APRIL 1971, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Paul J. Platt and Patrick Paul Platt, Jr., and made oath in due form of law that the foregoing Certificate of Limited Partnership is their respective act.

AS WITNESS my hand and notarial seal.

Edward C. Covahey
Notary Public

My comm. expires: July 1, 1974

EDWARD C. COVAHEY, JR. NOTARY PUBLIC BALTO. CO., MD.

DAVID E. CLARK — Certified Public Accountant

ROUTE 1, BOX 481
JARRETTSVILLE, MD. 21084
TELEPHONE: 557-7765

THE WOODSHED DRIVE-IN
Assets and Liabilities
March 31, 1971

Assets		
Petty Cash		$ 100.00
Fixtures & Equipment	$ 9,060.36	
Less Accumulated Depreciation	449.72	8,610.64
Automobile	$ 2,854.00	
Less Accumulated Depreciation	214.05	2,639.95
Inventory		2,364.00
Prepaid Insurance		537.00
Prepaid Interest		1,040.11
Prepaid Equipment Rent		85.80
Total Assets		$15,377.50
Liabilities and Capital		
Bank Overdraft	$ 545.99	
Accounts Payable	3,529.06	
Payroll & Sale Taxes Payable	2,369.01	
Loan Payable - Taylor Sales	2,841.63	
- 1st National Bank	3,142.72	
- Montgomery Ward	198.82	$12,627.23
Capital - Patrick P. Platt, Jr.	$ 1,070.27	
- Paul J. Platt	1,680.00	2,750.27
Total Liabilities & Capital		$15,377.50

WOODSHED, INC.
Assets and Liabilities
March 31, 1971

Assets		
Building	$44,280.02	
Less Accumulated Depreciation	868.58	$43,411.44
Sign	$ 3,579.20	
Less Accumulated Depreciation	146.46	3,432.74
Land		2,896.90
Total		$49,741.08
Liabilities		
Mortgage Payable	$28,396.34	
Notes Payable - Patrick P. Platt, Jr.	19,000.00	
Loan Payable - Patrick P. Platt, Jr.	344.74	47,741.08
Capital Stock		2,000.[illegible]
		$[illegible]

Rec'd for record 7/5 1971 at [illegible] P.M.
Same day recorded & examined, per
[illegible] Chilcoat, Clerk

10/18/71 Mailed to: G. R. Flatt, Knott Ind, Inc, 6707 Whitestone Rd, Balto, Md.

LIBER 883 PAGE 362

2206

CERTIFICATE OF LIMITED PARTNERSHIP OF
BELAIR ASSOCIATES LIMITED PARTNERSHIP

This Certificate of Limited Partnership of Belair Associates Limited Partnership is made this 17th day of September, 1971, by and between KNOTT INDUSTRIES, INC., STEPHEN M. KAHOE, ANNA J. KAHOE, ROBERT F. KAHOE, ELLEN K. KAHOE, CLARENCE C. BOYLE, IRENE K. BOYLE, PAUL E. LYNCH, and MARY VIVIAN K. LYNCH.

WITNESSETH:

I. The Belair Associates Limited Partnership Agreement ("the Agreement"), executed the 17th day of Sept., 1971, is hereby incorporated by reference in this Certificate.

II. The name of the Partnership is BELAIR ASSOCIATES LIMITED PARTNERSHIP.

III. The business of the Partnership shall consist of the ownership, development, management and operation of a tract of land located in Harford County, Maryland, ("the Land") as an investment and for the production of income.

IV. The principal office and place of business of the Partnership shall be 6707 Whitestone Road, Baltimore, Maryland 21207. The Partnership may have such additional or different offices within Maryland as the General Partner shall determine upon notice to the Limited Partners.

V. The General Partner and the Limited Partners, their places of residence, their cash or property contributions to the Partnership, and the percentage of Partnership interest of each such Partner, as of the date of this Certificate, are as follows:

General Partner	Capital Contribution	Percentage of Partnership Interest
Knott Industries, Inc. 6707 Whitestone Road Baltimore, Maryland 21207	$1,000	50%
Limited Partners		
Stephen M. Kahoe & Anna J. Kahoe, as tenants by the entireties RFD 2, Box 171 Street, Maryland		12 1/2%
Robert F. Kahoe & Ellen K. Kahoe, as tenants by the entireties RFD 1 Belair, Maryland		12 1/2%
Clarence C. Boyle & Irene K. Boyle, as tenants by the entireties 1 Forest Drive Belair, Maryland		12 1/2%
Paul E. Lynch & Mary Vivian K. Lynch, as tenants by the entireties 9008 Old Harford Road Baltimore, Maryland		12 1/2%

VI. The term of the Partnership shall commence upon the date of filing this Certificate and shall continue until December 31, 2020.

VII. The amount of capital contributed to the Partnership which consisted of cash and real property having an agreed value of $5,670 per acre, is set forth opposite each of the Partner's names in Article V of this Certificate.

VIII. No Limited Partner shall be required to make any additional capital contribution beyond his initial contribution

in the amount set forth opposite his name in Article V of this Certificate.

IX. A Limited Partner shall be entitled to the return of his capital contribution, to the extent provided in the Agreement, in the case of dissolution and winding up of the Partnership upon any of the circumstances provided in the Agreement for such dissolution and winding up, including the termination date provided in the Agreement and in this Certificate.

X. By reason of his capital contribution each Limited Partner shall receive from the Partnership: (1) a distribution provided in Article 6(b)(2) of the Agreement, such distribution to be apportioned among the Limited Partners in proportion to their respective capital contributions; (2) guaranteed payments, within the meaning of Section 702 of the Internal Revenue Code of 1954, as provided in Article 6(d) of the Agreement; and (3) the share of the profits and compensation by way of income in proportion to his percentage of partnership interest as set forth opposite his name in Paragraph V of this Certificate.

XI. The assignee of a Limited Partner shall become a substituted Limited Partner if: (1) (a) the assignor Limited Partner so provides in the instrument of assignment in writing; or (b) the assignee has succeeded to such assignor Limited Partner's interest by reason of the death of such Limited Partner or the inter vivos transfer by such Limited Partner to a member of such Limited Partner's family, as defined in the Agreement; (2) the form and substance of [illegible]

[illegible]

the assignment instrument is satisfactory to the General Partner; (3) the assignor and the assignee, legatee or distributee execute and acknowledge such other instrument as the General Partner may deem necessary or desirable to effectuate such admission, including but not limited to the power of attorney required under the Agreement; (4) the assignee, legatee or distributee accepts in writing all of the terms and conditions of the Agreement (or any amendments thereof); and (5) the assignee, legatee or distributee pays or obligates himself to pay, as the General Partner may determine, all reasonable expenses connected with the admission of such substituted Limited Partner.

XII. No right is reserved in the Partners to admit additional Limited Partners, except that in the event a Limited Partner assigns his Partnership Interest, each such assignee may become a substituted Limited Partner under the conditions set forth in the Agreement and Paragraph XI of this Certificate.

XIII. No Limited Partner is entitled to priority over the other Limited Partners as to repayment of capital contributions or compensation by way of income.

XIV. In the event of the bankruptcy of the General Partner, it is provided herein and in the Agreement that the Partnership and its business shall continue.

XV. Each Limited Partner has the right to demand and receive property other than cash (namely, his interest in the Land) in return for his contribution upon the dissolution of the Partnership upon the elections of a majority in interest

of the Limited Partners pursuant to Article 15(a)(i)(ii) or (iii) of the Agreement, relating to a dissolution prior to construction of the Improvements on the Land. Under any other circumstance a Limited Partner may receive only cash in return for his capital contribution.

IN WITNESS WHEREOF, the Partners, as of the day and year first above written, have executed this document as their free act and deed.

GENERAL PARTNER

KNOTT INDUSTRIES, INC. (SEAL)

Attest:

Asst.Secretary

by

Charles A. Knott, Chm. of Board

LIMITED PARTNERS

Stephen M. Kahoe (SEAL)

Anna J. Kahoe (SEAL)

Robert F. Kahoe (SEAL)

Ellen K. Kahoe (SEAL)

Clarence C. Boyle (SEAL)
Clarence C. Boyle

Irene K. Boyle (SEAL)
Irene K. Boyle

Paul E. Lynch (SEAL)
Paul E. Lynch

Mary Vivian K. Lynch (SEAL)
Mary Vivian K. Lynch

STATE OF MARYLAND
COUNTY
CITY OF BALTIMORE : SS

I, Mary A. Holland , a Notary Public in and for the aforesaid jurisdiction, do hereby certify that Chas. A. Knott , an officer of KNOTT INDUSTRIES, INC., did execute on behalf of said Corporation the foregoing and annexed instrument dated the 17th day of Sept. , 1971, and having been first duly sworn by me, did depose and say that said Corporation was a party to said instrument and did acknowledge said instrument to be its act and deed.

WITNESS my hand and seal this 17th day of Sept. , 1971.

Mary A. Holland
Notary Public

MARY A. HOLLAND NOTARY PUBLIC BALTIMORE COUNTY, MD.

[Notarial Seal]

My Commission Expires: July 1, 1974

Harford County, State of Md. : SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that STEPHEN M. KAHOE, who is personally well known to me to be the party who executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me, did depose and say that he was a party to said instrument and did acknowledge said instrument to be his act and deed.

WITNESS my hand and seal this 27th day of April, 1971.

DORIS R. SAMPSON NOTARY PUBLIC HARFORD COUNTY MD.

Doris R. Sampson
Notary Public

[Notarial Seal]

My Commission Expires: 7/1/74

Harford County, State of Md. : SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that ANNA J. KAHOE, who is personally well known to me to be the party who executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me, did depose and say that she was a party to said instrument and did acknowledge said instrument to be her act and deed.

WITNESS my hand and seal this 27th day of April, 1971.

Doris R. Sampson
Notary Public

[Notarial Seal]

DORIS R. SAMPSON NOTARY PUBLIC HARFORD COUNTY MD.

My Commission Expires: 7/1/74

Harford County, State of Md. : SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that ROBERT F. KAHOE, who is personally well known to me to be the party who

executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me, did depose and say that he was a party to said instrument and did acknowledge said instrument to be his act and deed.

WITNESS my hand and seal this 27th day of April, 1971.

Doris R. Sampson
Notary Public

[Notarial Seal] DORIS R. SAMPSON NOTARY PUBLIC HARFORD COUNTY, MD.

My Commission Expires: 7/1/74

Harford Co., State of Maryland : SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that ELLEN K. KAHOE, who is personally well known to me to be the party who executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me did depose and say that she was a party to said instrument and did acknowledge said instrument to be her act and deed.

WITNESS my hand and seal this 27th day of April, 1971.

Doris R. Sampson
Notary Public

[Notarial Seal] DORIS R. SAMPSON NOTARY PUBLIC HARFORD COUNTY, MD.

My Commission Expires: 7/1/74

Harford Co., State of Md. : SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that CLARENCE C. BOYLE, who is personally well known to me to be the party who executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me, did depose and say that he was a party to said instrument and did acknowledge said instrument to be his act and deed.

WITNESS my hand and seal this 27th day of April, 1971.

Doris R. Sampson
Notary Public

[Notarial Seal] DORIS R. SAMPSON NOTARY PUBLIC HARFORD COUNTY, MD.

My Commission Expires: 7/1/74

: SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that IRENE K. BOYLE, who is personally well known to me to be the party who executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me, did depose and say that she was a party to said instrument and did acknowledge said instrument to be her act and deed.

WITNESS my hand and seal this 27th day of April, 1971.

Doris R. Sampson
Notary Public

[Notarial Seal] My Commission Expires: 7/1/74

Harford Co., State of Maryland: SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that PAUL E. LYNCH, who is personally well known to me to be the party who executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me, did depose and say that he was a party to said instrument and did acknowledge said instrument to be his act and deed.

WITNESS my hand and seal this 27th day of April, 1971

Doris R. Sampson
Notary Public

[Notarial Seal] My Commission Expires: 7/1/74

Harford Co., State of Maryland: SS

I, Doris R. Sampson, a Notary Public in and for the aforesaid jurisdiction, do hereby certify that MARY VIVIAN K. LYNCH, who is personally well known to me to be the party who executed the foregoing and annexed instrument dated the 27th day of April, 1971, and having been first duly sworn by me, did depose and say that she was a party to said instrument and did acknowledge said instrument to be her act and deed.

WITNESS my hand and seal this 27th day of April, 1971.

Doris R. Sampson
Notary Public

[Notarial Seal] My Commission Expires: 7/1/74

RECEIVED FOR RECORD & RECORDED IN LIBER 1100 NO 883 FOLIO 362 ONE OF THE

OCT 5 11 31 AM '71

LIBER 1 PAGE 100

RECORD & HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

11/19/71 Mld to: W. G. Lohr, Jr., 900 First Nat Bank Bldg, Balto, Md.

30329

BEL AIR ASSOCIATES

Certificate of Amendment to Certificate of Limited Partnership

THE UNDERSIGNED, being all the Partners of BEL AIR ASSOCIATES hereby certify as follows:

WHEREAS, the original Partners have agreed to admit to the Partnership, as a Limited Partner, Equitable Financial Corporation, a Maryland corporation in accordance with the terms hereof.

NOW THEREFORE, the Certificate of Limited Partnership of Bel Air Associates, dated November 8, 1967 is amended as follows:

I. The name and principal place of business of the added Limited Partner are: Equitable Financial Corporation, Calvert and Fayette Streets, Baltimore, Maryland 21202.

II. The Partnership shall no longer have an option to purchase the real property owned by The Equitable Trust Company at Main Street and Baltimore Pike, Bel Air, Maryland.

III. The Partnership may be terminated only by agreement of the Partners who have contributed at least 75% of the capital of the Partnership.

IV. Equitable Financial Corporation shall contribute thirty thousand dollars ($30,000) cash to the Partnership, of which one thousand two hundred dollars ($1,200) shall be designated its original capital contribution.

V. No further capital contributions shall be required of any Limited Partner.

VI. With respect to cash distributions made by the Partnership to the Partners from profits or other sources, Equitable Financial Corporation first shall be entitled to receive distributions equal to the amount of its capital contribution; thereafter distributions from profits or other sources shall be made to each Partner in proportion to his original capital contribution.

IN WITNESS WHEREOF the parties hereto have executed this Certificate of Amendment to Certificate of Limited Partnership this 10TH day of AUGUST 1971.

GENERAL PARTNERS:

Cary W. Jackson

Arthur L.S. Waxter

LIMITED PARTNERS:

Andre W. Brewster

H. Grant Hathaway

EQUITABLE FINANCIAL CORPORATION

By H. Grant Hathaway
Pres.

EQUITABLE FINANCIAL CORPORATION INCORPORATED 1970 MARYLAND

Sec.

STATE OF MARYLAND
SS:
COUNTY OF BALTIMORE

THIS IS TO CERTIFY that on this 10th day of August, 1971, before me, the subscriber, a notary public of the County and State aforesaid, personally appeared CARY W. JACKSON, ARTHUR L. S. WAXTER, ANDRE W. BREWSTER and H. GRANT HATHAWAY, who made oath in due form of law that the matters and facts set forth in the foregoing Certificate of Amendment to Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and notarial seal.

Eleanore R. Walker
Notary Public

My Commission Expires: July 1, 1974

ELEANORE R. WALKER NOTARY PUBLIC BALTIMORE COUNTY, MD.

STATE OF MARYLAND
City
~~COUNTY~~ OF BALTIMORE SS:

THIS IS TO CERTIFY that on this 10th day of August, 1971, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared H. Grant Hathaway, Vice President of EQUITABLE FINANCIAL CORPORATION, and acknowledged the foregoing Certificate of Amendment to Certificate of Limited Partnership to be the corporate act and deed of said corporation.

AS WITNESS my hand and notarial seal.

Laura J. Bodle
Notary Public

My Commission Expires

LAURA J. BODLE NOTARY PUBLIC BALTIMORE

RECEIVED FOR RECORD & RECORDED IN LIBER NDC NO 885 FOLIO 013 ONE OF THE

Nov 9 11 45 AM '71

Ranch [illegible] HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT. CLERK

/10/72 Mailed to: Wolf, Block, Schorr & Solis-Cohen, 12th Floor Packard Bldg., Philadelphia

3383

CERTIFICATE OF LIMITED PARTNERSHIP

MULTIVIEW CABLE COMPANY

In compliance with the requirements of the Uniform Limited Partnership Act of Pennsylvania, approved the 12th day of April 1917, P. L. 55, the undersigned, desiring to form a limited partnership do hereby certify:

I. The name of the partnership is MULTIVIEW CABLE COMPANY.

II. The character of the business of the partnership is the construction and operation of community antenna television systems and such additional related activities as may be determined by the general partners.

III. The principal place of business of the partnership is 227 Barclay Building, Bala Cynwyd, Pennsylvania, 19004, or such other place as may from time to time be designated by the general partners.

IV. The partnership is composed of three general partners: MULTIVIEW CABLE CORPORATION, a corporation of Maryland, with principal place of business c/o The Corporation Trust Incorporated, First National Bank Building, Light and Redwood Streets, Baltimore, Maryland 21202; MULTIVIEW PA., INC., and HARFORD CORPORATION, both corporations of Pennsylvania, with principal place of business at 227 Barclay Building, Bala Cynwyd, Pennsylvania 19004; and the following limited partners:

000012

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LIBER 888 PAGE 777

LIBER 1 PAGE 105

Name	Address	Capital Contribution: Other Property	Capital Contribution: Cash	Capital Contribution: Total
Fred W. Albertson	3753 Jenifer Street, N.W. Washington, D. C. 20015	$ 15,277.50	$ 25,000.00	$ 40,277.50
William P. Sims, Jr.	5007 Rockmere Court Washington, D. C. 20016	22,916.25	31,250.00	54,166.25
Thomas H. Wall	7509 Arrowwood Road Bethesda, Md. 20034	15,277.50	12,500.00	27,777.50
John H. Rafter	8709 Eaglebrook Court Alexandria, Va. 22308	15,277.50	31,250.00	46,527.50
John D. Matthews	1600 S. Eads 835-N Arlington, Va. 22202	30,555.00	25,000.00	55,555.00
Richard L. Braunstein	4101 Cathedral Ave., N.W. Washington, D. C. 20016	15,277.50	12,500.00	27,777.50
Thomas W. Wilson	5315 Edgemoor Lane Bethesda, Md. 20014	15,277.50	100,000.00	115,277.50
John Patrick Phillips	9 Centre Street Flushing, L.I., N.Y. 11357	22,916.25	None	22,916.25
James D. Dingwell, Jr.	6511 Wilson Lane Bethesda, Md. 20014	15,277.50	None	15,277.50
William J. O'Connor	10720 Stanmore Drive Potomac Falls, Md. 20854	61,110.00	50,000.00	111,110.00
Robert Harris, Jr.	5407 Moorland Lane Bethesda, Md. 20014	30,555.00	25,000.00	55,555.00

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LIBER 1 PAGE 106

Name	Address	Capital Contribution: Other Property	Capital Contribution: Cash	Capital Contribution: Total
John G. Hagan	Rapidan River Farm Box 45 Lingnum, Va. 22726	$ 61,110.00	None	$ 61,110.00
W. Niles Freeman, Jr. Trustee U/A with W. Niles Freeman, Jr.	1745 Proffit Road Vienna, Va. 22180	15,277.50	12,500.00	27,777.50
E. Austin Carlin	4212 Maple Terrace Chevy Chase, Md. 20015	15,277.50	12,500.00	27,777.50
John F. Dille, Jr.	1 Holly Lane Elkhart, Indiana 46514	15,277.50	12,500.00	27,777.50
David Sunstein	464 Conshohocken State Rd. Bala Cynwyd, Pa. 19004	30,555.00	None	30,555.00
Leon C. Sunstein	Burnham & Company 211 S. Broad Street Philadelphia, Pa. 19107	15,277.50	15,000.00	30,277.50
Jordan Snyder	1601 Church Road Glenside, Pa. 19083	38,198.75	None	38,198.75
John Frost	1601 Church Road Glenside, Pa. 19038	38,198.75	None	38,198.75
Robert K. Greenfield	1315 Walnut Street Philadelphia, Pa. 19107	None	35,000.00	35,000.00

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LIBER 888 PAGE 779

Name	Address	Capital Contribution		
		Other Property	Cash	Total
Joseph Ferree	Emlen & Company 516 Lancaster Avenue Haverford, Pa. 19041	None	$ 50,000.00	$ 50,000.00
Alvin P. Gutman	Pressman Gutman 70 W. 40th Street New York, New York 10018	None	50,000.00	50,000.00
Charles Conston	Famous Maid Shop 65th Street and Eastwick Avenue Philadelphia, Pa. 19142	None	25,000.00	25,000.00

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LIBER 1 PAGE 108

V. The term for which the partnership is to exist shall be ten (10) years, subject to extension of Agreement or earlier termination in the event that any of the general partners cease to do business or become bankrupt.

VI. Each of the limited partners has made a capital contribution to the partnership in cash or property and cash in the respective amounts set opposite their names in paragraph IV hereof. The property other than cash contributed by certain limited partners consists of their respective interests in a prior partnership at agreed values as stated in paragraph IV.

VII. The limited partners have not agreed to make any additional contributions to the partnership.

VIII. No time has been agreed upon for the return of the contributions of the limited partners.

IX. Prior to January 1, 1977, MULTIVIEW CABLE CORPORATION, one of the general partners, shall not share in the income and losses of the partnership, but all income and losses shall be allocated among the remaining partners: 47.83% to those partners who had contributed capital to a prior partnership (Group A) and 52.17% to the remaining partners other than MULTIVIEW CABLE CORPORATION (Group B), with each partner in each group receiving such portion thereof as his initial capital contribution bears to the total initial capital contributions of all partners in that

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LIBER 888 PAGE 781

group. From and after January 1, 1977, the income and losses of the partnership shall be allocated as follows: 13.75% to MULTIVIEW CABLE CORPORATION, 41.25% to Group A partners and 45% to Group B partners, in proportion to their initial capital accounts.

X. Under the limited partnership agreement, a limited partner may not substitute an assignee as contributor in his place, except with the consent of limited partners holding sixty (60) per cent of the total initial capital accounts of the limited partners; and provided that the substituted limited partner shall execute an addendum to the limited partnership agreement agreeing to be bound by all the terms and conditions thereof and to assume all the obligations of the transferor.

XI. If the general partners shall determine that additional capital is required for expansion of the operations of the partnership or otherwise, they may call upon all the partners to contribute additional capital in proportion to their initial capital contributions, and if any partner shall not do so, the remaining partners may contribute such share of additional capital, and if any shares so offered are not purchased by the partners the general partners may offer such rights to third parties who may then become additional limited partners.

XII. None of the limited partners has any right to priority over other limited partners as to contributions

or as to compensation by way of income or otherwise, except as stated in Paragraph IX hereof.

XIII. In the event of the ceasing to do business or bankruptcy of any of the general partners, the partnership shall be dissolved.

XIV. There is no right of any limited partner to demand and receive property other than cash in return for his contribution.

WITNESS the hands and seals of the undersigned this 30th day of November, 1971.

GENERAL PARTNERS:

MULTIVIEW CABLE CORPORATION

By _____ Chmn.

MULTIVIEW PA., INC.

By _____ Pres

HARFORD CORPORATION

By _____ Pres.

ATTEST:

_____ Sec.

ATTEST:

_____ Sec

_____ Sec.

LIMITED PARTNERS;

Fred W. Albertson, William P. Sims, Jr., Thomas H. Wall, John H. Rafter, John D. Matthews, Richard L. Braunstein, Thomas W. Wilson, John Patrick Phillips, James D. Dingwell, Jr., William J. O'Connor, Robert Harris, Jr., John G. Hagan, W. Niles Freeman, Jr., Trustee U/A with W. Niles Freeman, Jr., E. Austin

LIBER 1 PAGE 111 BOOK 9 PG 331

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Carlin, John F. Dille, Jr., David Sunstein, Leon C. Sunstein, Jordan Snyder, John Frost, Robert K. Greenfield, Joseph Ferree, Alvin P. Gutman, and Charles Conston

By their attorney-in-fact

MULTIVIEW CABLE CORPORATION
(formerly Multiview Cable Company)

By _____

Attest: _____
Sec.

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PHILADELPHIA)

On the 30th day of November, 1971, before me a notary public in and for the County of Philadelphia, Pennsylvania, personally appeared RALPH J. ROBERTS and BERNARD ESKIN, respectively Chairman and Secretary of MULTIVIEW CABLE COMPANY, a Maryland corporation, the name of which has been changed by appropriate corporate action to MULTIVIEW CABLE CORPORATION, and respectively President and Secretary of MULTIVIEW PA., INC., and HARFORD CORPORATION, above named as the General Partners of the limited partnership, and in due form of law acknowledged the Certificate of Limited Partnership to be the act and deed of said corporations; and the said Ralph J. Roberts, Chairman, and Bernard Eskin, Secretary, respectively, of MULTIVIEW CABLE CORPORATION (formerly Multiview Cable Company), in due form of law acknowledged the foregoing

Certificate of Limited Partnership to be the act and deed of the persons named as Limited Partners therein by the said MULTIVIEW CABLE CORPORATION as attorney-in-fact for said Limited Partners; and desire the same might be recorded as such.

WITNESS my hand and notarial seal this 30th day of November, 1971.

Gail Michele Berger
Notary Public
GAIL MICHELE BERGER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires November 3, 1975

GAIL MICHELE BERGER NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

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LIBER 1 PAGE 113

LIBER 888 PAGE 785

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, FRED W. ALBERTSON being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated November 15, 1971, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 25,000.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

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*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Fred W. Albertson (SEAL)

November 16, 1971

~~State of~~ DISTRICT OF COLUMBIA

~~County of~~

On this, the 16th day of November, 1971, before me, Margaret L. Rohrbaugh, the undersigned officer, personally appeared Fred W. Albertson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

Margaret L. Rohrbaugh
Notary Public

My commission expires August 31, 1973.

MARGARET L. ROHRBAUGH NOTARY PUBLIC DISTRICT OF COLUMBIA

BOOK 9 PG 335

LIBER 888 PAGE 787

LIBER 1 PAGE 115

Sims

LIBER 888 PAGE 788

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, William P. Sims, Jr. being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated Nov. 15, 1971, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 31,250.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

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*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

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stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Wm P. Bruce Jr. (SEAL)

November 19, 1971, 1971

~~State of~~ District of

~~County of~~ Columbia

On this, the 19th day of November, 1971, before me, Margaret L. Rohrbaugh, the undersigned officer, personally appeared Wm P. Bruce Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Margaret L. Rohrbaugh
Notary Public

MARGARET L. ROHRBAUGH NOTARY PUBLIC DISTRICT OF COLUMBIA

My commission expires August 31, 1973.

BOOK 9 PG 337

LIBER 888 PAGE 789

LIBER 1 PAGE 117

Wall

LIBER 888 PAGE 790

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned, Thomas H. Wall, being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 12,500.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Partners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other

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* If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

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LIBER 1 PAGE 118

jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Thomas H. Wall (SEAL)
Thomas H. Wall

November 19, 1971

~~State of~~ District)
of)
~~County of~~ Columbia)

On this, the 19th day of November, 1971, before me, Margaret L. Rohrbaugh the undersigned officer, personally appeared Thomas H. Wall, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Margaret L. Rohrbaugh
Notary Public

MARGARET L. ROHRBAUGH (SEAL) NOTARY PUBLIC DISTRICT OF COLUMBIA

My commission expires August 31, 1973,

BOOK 9 PG 339

LIBER 888 PAGE 791

LIBER 1 PAGE 113

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, John A. Rafter being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated Nov. 15, 1971, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 31,250.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

John A. Rafter (SEAL)

November 19, , 1971

~~State of~~ District of
~~County of~~ Columbia

On this, the 19th day of November, 1971, before me Margaret L. Rohrbaugh the undersigned officer, personally appeared John A. Rafter, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Margaret L. Rohrbaugh
Notary Public

My commission expires August 31, 1975.

MARGARET L. ROHRBAUGH NOTARY PUBLIC DISTRICT OF COLUMBIA

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LIBER 888 PAGE 793

LIBER 1 PAGE 121

Matthews

LIBER 888 PAGE 794

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned, John D. Matthews, being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 25,000.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Partners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other

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* If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

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LIBER 1 PAGE 122

jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

John D. Matthews (SEAL)
John D. Matthews

Nov. 12, 1971

~~State of~~ District)
)
~~County of~~ Columbia)

On this, the 12th day of November, 1971, before me, Margaret L. Rohrbaugh the undersigned officer, personally appeared John D. Matthews, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

MARGARET L. ROHRBAUGH NOTARY PUBLIC DISTRICT OF COLUMBIA (SEAL)

Margaret L. Rohrbaugh
Notary Public

My commission expires August 31, 1973.

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LIBER 1 PAGE 123

Braunstein

LIBER 888 PAGE 796

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, Richard L. Braunstein being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated November 15, 1971, and the documents referred to therein, and in consideration of the agreement of others and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $12,500.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

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LIBER 1 PAGE 124

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Richard L. Braunstein (SEAL)

November 19, 1971

~~State of~~ District of

County of Columbia

On this, the 19th day of November, 1971, before me, Margaret L. Rohrbaugh the undersigned officer, personally appeared Richard L. Braunstein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Margaret L. Rohrbaugh
Notary Public

My commission expires August 31, 1973,

MARGARET L. ROHRBAUGH NOTARY PUBLIC DISTRICT OF COLUMBIA

BOOK 9 PG 345

LIBER 888 PAGE 797

LIBER 1 PAGE 125

wilson

LIBER 888 PAGE 798

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, THOMAS W. WILSON being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated November 15, 1971, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 100,000.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

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*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

BOOK 9 PG 346

LIBER 4 PAGE 126

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Thomas W. Wilson (SEAL)

Nov 19, 1971

~~State of~~ DISTRICT OF COLUMBIA

~~County of~~ _____

On this, the 19th day of November, 1971, before me, Margaret L. Rohrbaugh, the undersigned officer, personally appeared Thomas W. Wilson, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

Margaret L. Rohrbaugh
Notary Public

My commission expires August 31, 1973.

MARGARET L. ROHRBAUGH NOTARY PUBLIC DISTRICT OF COLUMBIA

BOOK 9 PG 347

LIBER 888 PAGE 799

LIBER 1 PAGE 127

O'Connor
1/3 [illegible]

LIBER 883 PAGE 800

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned, William J. O'Connor, being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 50,000.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Partners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other

* If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

BOOK 9 PG 348

LIBER 1 PAGE 128

jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

x William J. O'Connor (SEAL)
William J. O'Connor

November 16, 1971

State of Maryland)
)
County of Montgomery)

On this, the 16th day of November, 1971, before me, Kenneth N. Pooton the undersigned officer, personally appeared William J. O'Connor, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

KENNETH H. POOTON NOTARY PUBLIC MONTGOMERY CO., MD.

Kenneth N. Pooton
Notary Public

My commission expires
MY COMMISSION EXPIRES JULY 1, 1974

BOOK 9 PG 349

LIBER 888 PAGE 801

LIBER 1 PAGE 129

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned, J. R. Harris, Jr., being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 25,000.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Partners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other

* If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Nov. 18, 1971

J. R. Harris, Jr. (SEAL)

~~State of~~ District of)
~~County of~~ Columbia)

On this, the 18th day of November, 1971, before me, Margaret L. Rohrbaugh the undersigned officer, personally appeared J. Robert Harris, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Margaret L. Rohrbaugh
Notary Public

MARGARET L. ROHRBAUGH (SEAL) NOTARY PUBLIC DISTRICT OF COLUMBIA

My commission expires August 31, 1973.

BOOK 9 PG 351

LIBER 888 PAGE 803

LIBER 1 PAGE 131

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, John G. Hagan being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated 11-15-71, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $-NONE * of New Capi al upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

John G. Hagan (SEAL)

11-19, 1971

State of Virginia

County of Culpeper

On this, the 19 day of November, 1971, before me, Doris A. Johnson, the undersigned officer, personally appeared John G. Hagan, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Doris A. Johnson

(Seal)

My commission expires Aug. 25, 1975

DORIS A. JOHNSON NOTARY PUBLIC STATE OF VIRGINIA AT LARGE

BOOK 9 PG 353

LIBER 888 PAGE 805

Freeman
1/2 donnell

LIBER 888 PAGE 806

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

Trustee under Agreement with W. Niles Freeman, Jr.

The undersigned, W. Niles Freeman, Jr., being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 12,500.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Partners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other

* If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

BOOK 9 PG 354

LIBER 1 PAGE 134

jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

W. Niles Freeman, Jr. (SEAL)
W. Niles Freeman, Jr., Trustee under Agreement with W. Niles Freeman, Jr.

November 16, 1971

~~State of~~ DISTRICT OF)
COLUMBIA)
~~County of~~)

On this, the 16th day of November, 1971, before me, Margaret L. Rohrbaugh the undersigned officer, personally appeared W. Niles Freeman, Jr. Trustee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Margaret L. Rohrbaugh
Notary Public

MARGARET L. ROHRBAUGH NOTARY PUBLIC DISTRICT OF COLUMBIA (SEAL)

My commission expires August 31, 1973.

BOOK 9 PG 355

LIBER 888 PAGE 807

LIBER 1 PAGE 135

Carlin

LIBER 868 PAGE 808

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned, E. Austin Carlin, being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1974, in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 12,500.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Partners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other

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* If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

BOOK 9 PG 356

LIBER 1 PAGE 136

jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

E. Austin Carlin (SEAL)
E. Austin Carlin

November 15, 1971

State of Maryland)
)
County of Montgomery)

On this, the 15th day of November, 1971, before me, Alice E. Prather the undersigned officer, personally appeared E. Austin Carlin, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

ALICE E. PRATHER NOTARY PUBLIC MONTGOMERY COUNTY, MD.

Alice E. Prather
Notary Public
Alice E. Prather

My commission expires 7-1-74

BOOK 9 PG 357

LIBER 888 PAGE 809

LIBER 1 PAGE 137

Dille
1/3 document

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned, John F. Dille, Jr., being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 12,500.00 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Partners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other

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* If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Nov. 16, 1971

John F. Dille, Jr. (SEAL)

State of Florida)
)
County of Palm Beach)

On this, the 16 day of November, 1971, before me, George A. Poston, the undersigned officer, personally appeared John F. Dille Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

GEORGE A. POSTON NOTARY PUBLIC (SEAL) STATE OF FLORIDA AT LARGE

My commission expires November 4, 1974

BOOK 9 PG 359

LIBER 888 PAGE 811

LIBER 1 PAGE 139

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, Leon C. Sunstein, Jr. being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated ~~[illegible]~~ Nov 15 1971 and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 15,000 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

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*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Leon C. Sunstein Jr. (SEAL)

Nov 18, 1971

State of Pennsylvania

County of Philadelphia

On this, the 18 day of November, 1971, before me, Martha Mark Quinton, the undersigned officer, personally appeared Leon C. Sunstein, Jr., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Martha Mark Quinton

(Seal)

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires January 8, 1972.

My commission expires

MARTHA MARK QUINTON NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

BOOK 9 PG 361

LIBER 888 PAGE 813

LIBER 1 PAGE 141

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, Jordan P. Snyder being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Notice to Partners" dated Nov 15, 1971, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ None * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

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*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Nov. 16, 1971 (SEAL)

State of Pennsylvania

County of Montgomery

On this, the 16 day of November, 1971, before me, [illegible], the undersigned officer, personally appeared [illegible], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

My commission expires 7-7-75

GERALD I. HESS NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

BOOK 9 PG 363

LIBER 888 PAGE 815

LIBER 1 PAGE 143

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, John Frost being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Notice to Partners" dated Nov. 15, 1971, and the documents referred to herein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ NONE * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

_____ (SEAL)

11/16, 1971

State of Pennsylvania

County of Montgomery

On this, the 16 day of Nov., 1971, before me, [illegible] the undersigned officer, personally appeared [illegible], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

My commission expires 2-2-75

BOOK 9 PG 365

LIBER 888 PAGE 817

LIBER 1 PAGE 145

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, John P. Phillips being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Notice to Partners" dated _____, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ None * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to ~~any of the New~~ Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

John P Phillips (SEAL)

November 23, 1971

State of New York

County of Queens

On this, the 23 day of November, 1971, before me, ~~John P. Phillips~~ EDWARD J. DUFFY, the undersigned officer, personally appeared JOHN P. PHILLIPS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

Edward J. Duffy

My commission expires 3/30/72

EDWARD J. DUFFY
Notary Public, State of New York
No. 41-4113349
Qualified in Queens County
Commission Expires March 30, 1972

EDWARD J. DUFFY NOTARY PUBLIC STATE OF NEW YORK

BOOK 9 PG 367

LIBER 888 PAGE 819

LIBER 1 PAGE 147

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE CORPORATION
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned acknowledges receipt of various documents relating to a private placement of interests in a limited partnership to be formed under the name of Multiview Cable Company, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 35,000.00 of New Capital upon the terms and conditions set forth in the "Proposal to Partners" dated November 15, 1971.

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Proposal.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners."

I hereby irrevocably constitute and appoint MULTIVIEW CABLE CORPORATION, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Robert K. Greenfield (SEAL)

November 26, 1971

State of Pennsylvania

County of Philadelphia

On this, the 26th day of November, 1971, before me, a Notary Public, the undersigned officer, personally appeared Robert K. Greenfield, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal) Joan Chrisis

My commission expires

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires May 1, 1972

JOAN CHRISIS
COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC

BOOK 9 PG 369
LIBER 888 PAGE 821

LIBER 1 PAGE 149

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, James D. Dingwell, Jr. being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated Nov - 15 - 1971, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $—None——— * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

[signature] (SEAL)

Nov- 23 -, 1971

State of Maryland

County of Montgomery

On this, the 22 day of November, 1971, before me, James O. Dinwood Jr., the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[signature]

HERBERT M. TURNER NOTARY PUBLIC MONTGOMERY CO. MD.

Commission expires 7-1-74

BOOK 9 PG 371

LIBER 888 PAGE 823

LIBER 1 PAGE 151

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, Alvin P. Gutman being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Notice to Partners" dated _____, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 50,000 * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Alvin P. Gutman (SEAL)

November 29, 1971

State of Pennsylvania

County of Montgomery

On this, the 29th day of November, 1971, before me, Anna E. Gardner, the undersigned officer, personally appeared Alvin P. Gutman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Anna E. Gardner

(Seal)

ANNA E. GARDNER NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

My commission expires May 20, 1974

BOOK 9 PG 373

LIBER 888 PAGE 825

LIBER 1 PAGE 153

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE COMPANY
227 Barclay Building
Bala Cynwyd, Pennsylvania

Gentlemen:

The undersigned, David E Sunstein being a partner in MULTIVIEW CABLE COMPANY, a limited partnership under Agreement dated February 15, 1971, acknowledge receipt of a document entitled "Proposal to Partners" dated 11/15/71, and the documents referred to therein, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ None * of New Capital upon the terms and conditions set forth in the "Proposal to Partners."

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Plan, after all the Partners have approved the Plan and all the conditions thereof have been met, and thereupon the new Partnership Agreement as so completed shall be in effect.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners." Upon approval of the Plan by all the Parners and the satisfying of all the conditions of the Plan, the agreement with Comcast Corporation shall be in effect.

I hereby irrevocably constitute and appoint MULTIVIEW CABLE COMPANY, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

*If you do not wish to subscribe to any of the New Capital, please write "None" in the space above.

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

_____ (SEAL)

11/27/71, 1971

State of Pennsylvania

County of Philadelphia

On this, the 27th day of November, 1971, before me, a notary public, the undersigned officer, personally appeared David E. Sunstein, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

Gail Michele Berger

GAIL MICHELE BERGER
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires November 3, 1975

My commission expires

GAIL MICHELE BERGER NOTARY PUBLIC PHILADELPHIA COUNTY PENNSYLVANIA

BOOK 9 PG 375

LIBER 888 PAGE 827

LIBER 1 PAGE 155

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE CORPORATION
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned acknowledges receipt of various documents relating to a private placement of interests in a limited partnership to be formed under the name of Multiview Cable Company, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $50,000. of New Capital upon the terms and conditions set forth in the "Proposal to Partners" dated November 15, 1971.

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Proposal.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners."

I hereby irrevocably constitute and appoint MULTIVIEW CABLE CORPORATION, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Joseph C. Ferree (SEAL)

November 29th, 1971

State of Pennsylvania

County of Montgomery

On this, the 29th day of November, 1971, before me, a Notary Public, the undersigned officer, personally appeared Joseph C. Ferree, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Seal)

My Commission expires 2/15/72

WILLIAM W. RICE III
NOTARY PUBLIC
WILLIAM W. RICE III
Notary Public, Lower Merion Twp., Montgomery County, Pennsylvania
My Commission Expires February 15, 1972

BOOK 8 PG 377 LIBER 888 PAGE 829

SUBSCRIPTION AND AGREEMENT

MULTIVIEW CABLE CORPORATION
227 Barclay Building
Bala Cynwyd, Pennsylvania 19004

Gentlemen:

The undersigned acknowledges receipt of various documents relating to a private placement of interests in a limited partnership to be formed under the name of Multiview Cable Company, and in consideration of the agreement of others, and intending to be legally bound, hereby agrees as follows:

1. I hereby subscribe to $ 25000 — of New Capital upon the terms and conditions set forth in the "Proposal to Partners" dated November 15, 1971.

2. I have signed and return herewith a counterpart of the new Partnership Agreement submitted with the "Proposal to Partners." I authorize the officers of the General Partners to insert the appropriate amounts and percentage figures in accordance with the terms of the Proposal.

3. I have signed and return herewith a counterpart of the agreement with Comcast Corporation submitted with the "Proposal to Partners."

I hereby irrevocably constitute and appoint MULTIVIEW CABLE CORPORATION, a corporation of Maryland, one of the General Partners in the partnership, as my true and lawful attorney and agent with full power of substitution and with full power and authority in my name, place and

stead to execute, acknowledge, deliver, file and record in the appropriate public offices (i) The Partnership Agreement, including counterparts thereof and the Power of Attorney specified in Section 19 thereof; (ii) all certificates and other instruments which the General Partners deem appropriate to qualify or continue the partnership as a limited partnership in the jurisdictions in which the partnership may conduct business; (iii) all instruments which the General Partners deem appropriate to reflect a change or modification of the partnership in accordance with the terms of said Partnership Agreement; (iv) all other filings with agencies of the federal government or of any other jurisdiction which the General Partners deem appropriate to carry out the business of the partnership; and (v) all conveyances and other instruments which the General Partners deem appropriate to reflect the dissolution and termination of the partnership. This power of attorney shall be deemed to be coupled with an interest and shall survive my death.

Charles Conston (SEAL)

November 30, 1971

State of Pennsylvania

County of Philadelphia

On this, the 30th day of November, 1971, before me, [illegible] the undersigned officer, personally appeared Charles Conston, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sheila Goldberg

Seal

My commission expires _____

SHEILA GOLDBERG NOTARY PUBLIC

RECEIVED FOR RECORD & RECORDED IN LIBER 4100 NO 888 FOLIO 777 ONE OF THE

BOOK 9 PG 379

Dec 28 11 22 AM '71

LIBER 888 PAGE 831

Lau RECORDS HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

LIBER 1 PAGE 159

1/3/72 Mailed for Buckmaster, White & Clarke, 305 W. Chesapeake Ave., Towson

3rd

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FIRST AMENDMENT TO CERTIFICATE OF LIMITED PARTNERSHIP
OF
CAMPUS HILLS EQUITIES LIMITED PARTNERSHIP

A limited partnership having been formed pursuant to the provisions of the Act of April 10, 1918, known as The Uniform Limited Partnership Act by the filing of a Certificate of Limited Partnership with the Land Records of Harford County, Maryland, in Liber HDC 869, Folio 436, on April 5, 1971, and the parties desiring to amend said Certificate of Limited Partnership, the undersigned certify as follows:

I. The name of the Partnership is Campus Hills Equities Limited Partnership.

II. The character of the business of the partnership is to acquire by purchase, lease or otherwise, in its own name or in the name of a nominee a certain tract of land located on the northerly side of Churchville Road (Maryland Route No. 22), in the Third Election District, Harford County, Maryland as well as the Campus Hills Shopping Center located thereon (hereinafter sometimes referred to as "premises"), to own, to operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such improvements, the ownership, operation and eventual disposition of all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the partnership is:

305 West Chesapeake Avenue
Towson, Maryland 21204
c/o Commercial & Industrial Properties, Inc.

IV. (a) The name and address of the General Partner is:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.
305 West Chesapeake Avenue
Towson, Maryland 21204

53446.03-A-1-JEG/jll-12/28/71

(b) The names and addresses of the Limited Partners are:

John P. Spain
327 Southwind Road
Ruxton, Maryland 21204

W. Thomas Gisriel
204 North Liberty Street
Baltimore, Maryland 21201

Burton Solomon
6301 Winston Drive
Bethesda, Maryland 20034

Lloyd S. Mailman
1322 Harden Lane
Baltimore, Maryland 21208

William F. Buettner (now deceased) and Mary S., tenants by the entireties,
Wagon Wheel Road
Glen Arm, Maryland 21057

Jacob Blum
7 Slade Avenue, Apt. 619
Baltimore, Maryland 20208

Nelson S. Winter and Janet C., tenants by the entireties,
8205 Elston Road
Towson, Maryland 21204

Commercial & Industrial Properties Inc.
305 West Chesapeake Avenue
Towson, Maryland 21204

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2012, unless sooner terminated by:

(a) The disposition of all the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The filing for record in the office of the Recorder of Deeds of Third Election District, Harford County, Maryland, of a copy of written notice by all the General Partners to the Limited Partners at least sixty (60) days prior to the end of any year of intention to withdraw and terminate the Partnership at the end of such year.

VI. Each individual Limited Partner has contributed $25,000.00 in cash to the capital of the Partnership for each 6.25% of participation percentage allocated to such Limited Partner. Commercial & Industrial Properties, Inc. as a Limited Partner has contributed property having an agreed value of $25,000.00 to the capital of the Partnership.

VII. No Limited Partner has agreed to make any additional contributions to the capital of the Partnership.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner.

IX. The share of profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

John P. Spain - 6.25%
W. Thomas Gisriel - 6.25%
Burton Solomon - 6.25%
Lloyd S. Mailman - 12.5%
William F. Buettner(now deceased) and Mary S., tenants by the entireties - 25%
Jacob Blum - 6.25%
Nelson S. Winter and Janet C., tenants by the entireties - 6.25%
Commercial & Industrial Properties Inc. - 6.25%

X. A Limited Partner may substitute an assignee as contributor in his place, provided that such assignee is either the spouse, parent or lineal descendant, or trust for the exclusive benefit of any one or more persons so related to the assignor.

XI. The General Partner has the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution.

ATTEST:

Randall C. White
Secretary

GENERAL & LIMITED PARTNER:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

BY

George W. White, Jr.
President

LIMITED PARTNERS:

John P. Spain
W. Thomas Gisriel
Burton Solomon
Lloyd S. Mailman
William F. Buettner (now deceased) and Mary S., tenants by the entireties
Jacob Blum
Nelson S. Winter and Janet C., tenants by the entireties

ATTEST:

Randall C. White
Secretary

BY COMMERCIAL & INDUSTRIAL PROPERTIES, INC., ATTORNEY IN FACT UNDER POWERS OF ATTORNEY EXECUTED BY EACH OF THE FOREGOING LIMITED PARTNERS, COPIES OF WHICH POWERS OF ATTORNEY ARE RECORDED HEREWITH.

BY

George W. White, Jr.
President

LIBER 1 PAGE 163

STATE OF MARYLAND :
: ss
COUNTY OF BALTIMORE :

On the 29TH day of December, 1971, before me, the undersigned officer, personally appeared George W. White, Jr., who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, General Partner and Limited Partner of Campus Hills Equities Limited Partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon L. Gangi
Notary Public

My Commission Expires July 1, 1974.

STATE OF MARYLAND :
: ss
COUNTY OF BALTIMORE :

On the 29TH day of December, 1971, before me, the undersigned officer, personally appeared George W. White, Jr., who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, Attorney-in-Fact for John P. Spain, W. Thomas Gisriel, Burton Solomon, Lloyd S. Mailman, William F. Buettner (now deceased) and Mary S. Buettner, tenants by the entireties, Jacob Blum, Nelson S. Winter and Janet C., tenants by the entireties, Limited Partners of Campus Hills Equities Limited Partnership, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, Attorney-in-Fact under the aforementioned Powers of Attorney, by himself as such President.

Sharon L. Gangi
Notary Public

My Commission Expires July 1, 1974.

LIMITED PARTNERSHIP
LIMITED PARTNERS SIGNATURE PAGE
CAMPUS HILLS EQUITIES
LIMITED PARTNERSHIP AGREEMENT
CONSISTING OF 21 PAGES
AND SCHEDULE I

In consideration of the admission of the undersigned as a Limited Partner of the above-captioned Limited Partnership, the undersigned executes and delivers this Signature Page consenting to be bound by all the terms, covenants and conditions of the above Limited Partnership Agreement and without limiting the foregoing the undersigned irrevocably constitutes and appoints the General Partner and its officers his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland;

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

3. Amendments and modifications of the instruments described in the preceding clauses (1) and (2); and

4. Documents required to effectuate the dissolution and termination of the Partnership.

This power of attorney is declared to be coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any Limited Partner of the whole or any

portion of his interest in the Partnership.

W. Thomas Gisriel
Signature

W. THOMAS GISRIEL
Print Name in Full

204 N. Liberty St
Address (No. and Street)

Baltimore, Md 21201
City County State

219-18-0533
Social Security Number

STATE OF MARYLAND)
) SS:
~~COUNTY~~ OF BALTIMORE)
CITY

On this 31st day of August, 1971, before me, the undersigned, a Notary Public in and for said State and City ~~County~~, personally appeared W. Thomas Gisriel, known to me to be the person whose name is subscribed to the within instrument and acknowledged that executed same.

WITNESS my hand and official seal.

Margaret M[illegible]
Notary Public in and for [illegible] and ~~County~~ City
Margaret Mitchell,

My Commission expires: July [illegible]

LIMITED PARTNERSHIP
LIMITED PARTNERS SIGNATURE PAGE
CAMPUS HILLS EQUITIES
LIMITED PARTNERSHIP AGREEMENT
CONSISTING OF 21 PAGES
AND SCHEDULE I

In consideration of the admission of the undersigned as a Limited Partner of the above-captioned Limited Partnership, the undersigned executes and delivers this Signature Page consenting to be bound by all the terms, covenants and conditions of the above Limited Partnership Agreement and without limiting the foregoing the undersigned irrevocably constitutes and appoints the General Partner and its officers his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland;

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

3. Amendments and modifications of the instruments described in the preceding clauses (1) and (2); and

4. Documents required to effectuate the dissolution and termination of the Partnership.

This power of attorney is declared to be coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any Limited Partner of the whole or any

portion of his interest in the Partnership.

Signature

Lloyd S. Mailman
Print Name in Full

1322 Harden Lane
Address (No. and Street)

Baltimore, Baltimore, Md.
City County State

218-26-2499
Social Security Number

STATE OF Maryland)
) ss:
COUNTY OF Baltimore)

On this 8th day of April, 1971, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Lloyd S. Mailman, known to me to be the person whose name is subscribed to the within instrument and acknowledged that executed same.

WITNESS my hand and official seal.

MARY A. LISIECKI NOTARY PUBLIC BALTIMORE, MD.

Mary A. Lisiecki
Notary Public in and for said State and County

LIMITED PARTNERSHIP
LIMITED PARTNERS SIGNATURE PAGE
CAMPUS HILLS EQUITIES
LIMITED PARTNERSHIP AGREEMENT
CONSISTING OF 21 PAGES
AND SCHEDULE I

In consideration of the admission of the undersigned as a Limited Partner of the above-captioned Limited Partnership, the undersigned executes and delivers this Signature Page consenting to be bound by all the terms, covenants and conditions of the above Limited Partnership Agreement and without limiting the foregoing the undersigned irrevocably constitutes and appoints the General Partner and its officers his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland;

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

3. Amendments and modifications of the instruments described in the preceding clauses (1) and (2); and

4. Documents required to effectuate the dissolution and termination of the Partnership.

This power of attorney is declared to be coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any Limited Partner of the whole or any

portion of his interest in the Partnership.

Mary S. Buettner
William F. Buettner

Signature

Mary S. Buettner
William F. Buettner

Print Name in Full

Wagon Wheel Rd.

Address (No. and Street)

Glen Arm Md.

City County State

216-09-0668

Social Security Number

STATE OF Maryland)
) ss:
COUNTY OF Baltimore)

On this 24 day of August, 1971, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Mary S. Buettner & Wm F. Buettner, known to me to be the person whose name is subscribed to the within instrument and acknowledged that executed same.

WITNESS my hand and official seal.

Walter A Stevens

Notary Public in and for the State and County

My Commission expires 7/1/74

LIMITED PARTNERSHIP
LIMITED PARTNERS SIGNATURE PAGE
CAMPUS HILLS EQUITIES
LIMITED PARTNERSHIP AGREEMENT
CONSISTING OF 21 PAGES
AND SCHEDULE I

In consideration of the admission of the undersigned as a Limited Partner of the above-captioned Limited Partnership, the undersigned executes and delivers this Signature Page consenting to be bound by all the terms, covenants and conditions of the above Limited Partnership Agreement and without limiting the foregoing the undersigned irrevocably constitutes and appoints the General Partner and its officers his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland;

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

3. Amendments and modifications of the instruments described in the preceding clauses (1) and (2); and

4. Documents required to effectuate the dissolution and termination of the Partnership.

This power of attorney is declared to be coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any Limited Partner of the whole or any

LIBER 888 PAGE 1C30

portion of his interest in the Partnership.

Jacob Blum

Signature

JACOB BLUM

Print Name in Full

APT 619

7 SLADE AVE 20208 BALTIMORE, MD

Address (No. and Street)

City County State

213-38-8053

Social Security Number

STATE OF Maryland)
City) ss:
~~COUNTY~~ OF Baltimore)

On this 30th day of April, 1971, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Jacob Blum, known to me to be the person whose name is subscribed to the within instrument and acknowledged that executed same.

WITNESS my hand and official seal.

MARY A. LISIECKI NOTARY PUBLIC BALTIMORE, MD

Mary A. Lisiecki

Notary Public in and for said State and ~~County~~ City

LIBER 1 PAGE 172

LIMITED PARTNERSHIP
LIMITED PARTNERS SIGNATURE PAGE
CAMPUS HILLS EQUITIES
LIMITED PARTNERSHIP AGREEMENT
CONSISTING OF 21 PAGES
AND SCHEDULE I

In consideration of the admission of the undersigned as a Limited Partner of the above-captioned Limited Partnership, the undersigned executes and delivers this Signature Page consenting to be bound by all the terms, covenants and conditions of the above Limited Partnership Agreement and without limiting the foregoing the undersigned irrevocably constitutes and appoints the General Partner and its officers his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland;

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

3. Amendments and modifications of the instruments described in the preceding clauses (1) and (2); and

4. Documents required to effectuate the dissolution and termination of the Partnership.

This power of attorney is declared to be coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any Limited Partner of the whole or any

portion of his interest in the Partnership.

Janet C. Winter
Nelson S. Winter
Signature

JANET C. WINTER
NELSON S. WINTER
Print Name in Full

8205 ALSTON ROAD
Address (No. and Street)

BALTIMORE MARYLAND
City County State
21204

215-05-9847
Social Security Number

STATE OF MARYLAND)
) ss:
COUNTY OF BALTIMORE)

On this 20th day of December , 1971, before me, the undersigned, a Notary Public in and for said State and County, personally appeared JANET C. WINTER AND NELSON S. WINTER , known to me to be the persons whose name is subscribed to the within instrument and acknowledged that executed same.

WITNESS my hand and official seal.

Vernell L. Marvel
Notary Public in and for said State
and County
VERNELL L. MARVEL
MY COMMISSION EXPIRES JULY 1, 19[illegible]

LIMITED PARTNERSHIP
LIMITED PARTNERS SIGNATURE PAGE
CAMPUS HILLS EQUITIES
LIMITED PARTNERSHIP AGREEMENT
CONSISTING OF 21 PAGES
AND SCHEDULE I

In consideration of the admission of the undersigned as a Limited Partner of the above-captioned Limited Partnership, the undersigned executes and delivers this Signature Page consenting to be bound by all the terms, covenants and conditions of the above Limited Partnership Agreement and without limiting the foregoing the undersigned irrevocably constitutes and appoints the General Partner and its officers his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland;

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

3. Amendments and modifications of the instruments described in the preceding clauses (1) and (2); and

4. Documents required to effectuate the dissolution and termination of the Partnership.

This power of attorney is declared to be coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any Limited Partner of the whole or any

portion of his interest in the Partnership.

Burton Solomon
Signature

BURTON SOLOMON
Print Name in Full

6301 WINSTON DR.
Address (No. and Street)

Bethesda, Montgomery, Md
City County State

579-14-1036
Social Security Number

STATE OF Maryland)
) ss:
COUNTY OF Baltimore)

On this 14 day of September, 1971, before me, the undersigned, a Notary Public in and for said State and County, personally appeared Burton Solomon, known to me to be the person whose name is subscribed to the within instrument and acknowledged that executed same.

WITNESS my hand and official seal.

Walter A. Stevens
Notary Public in and for said State and County

My Commission Expires 7/1/72

LIMITED PARTNERSHIP
LIMITED PARTNERS SIGNATURE PAGE
CAMPUS HILLS EQUITIES
LIMITED PARTNERSHIP AGREEMENT
CONSISTING OF 21 PAGES
AND SCHEDULE I

In consideration of the admission of the undersigned as a Limited Partner of the above-captioned Limited Partnership, the undersigned executes and delivers this Signature Page consenting to be bound by all the terms, covenants and conditions of the above Limited Partnership Agreement and without limiting the foregoing the undersigned irrevocably constitutes and appoints the General Partner and its officers his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland;

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

3. Amendments and modifications of the instruments described in the preceding clauses (1) and (2); and

4. Documents required to effectuate the dissolution and termination of the Partnership.

This power of attorney is declared to be coupled with an interest, is irrevocable and shall survive the delivery of an assignment by any Limited Partner of the whole or any

portion of his interest in the Partnership.

John P. Spain
Signature

JOHN P. SPAIN
Print Name in Full

327 SOUTHWIND Road
Address (No. and Street)

Rixton, Baltimore, Maryland
City County State

321-09-5272
Social Security Number

STATE OF Maryland)
COUNTY OF Baltimore) ss:

On this 17th day of August, 1971, before me, the undersigned, a Notary Public in and for said State and County, personally appeared John P. Spain known to me to be the person whose name is subscribed to the within instrument and acknowledged that executed same.

WITNESS my hand and official seal.

Sharon L. [illegible]
Notary Public in and for said State and County

RECEIVED FOR RECORD & RECORDED IN LIBER [illegible] NO [illegible] FOLIO [illegible] ONE OF THE

DEC 31 10 32 AM '71

[illegible] RECORDER HARFORD CO. MD. & EXAMINED PER N. DOUGLAS CHILCOAT, CLERK

/1/72 Mld to: Connor & Eby, 202 Courtland Ave, Towson, Md.

4115

CERTIFICATE OF LIMITED PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS, that we, whose names are hereunto subscribed, have formed a limited partnership in this State in compliance with N.J.S.A. 42:2-6, on the terms and conditions hereinafter set forth, to wit.

I. The name of this limited partnership is EDGEWATER ASSOCIATES.

II. The character of the business to be carried on by the said partnership is development, construction, leasing and operation of residential housing.

III. The location of the principal place of business of the said partnership is 3430 Atlantic Avenue, Atlantic City, New Jersey, 08401.

IV. The names and addresses of each of the general and limited partners forming the said partnership are as follows:

GENERAL PARTNERS: Herbert Rothenberg
3430 Atlantic Avenue
Atlantic City, New Jersey 08401

Alan R. Morris
c/o Titus Productions, Inc.
211 East 41st Street
New York, New York 10022

Lee A. Levine
3430 Atlantic Avenue
Atlantic City, New Jersey 08401

Soble Construction Co.
48 South Main Street
Pleasantville, New Jersey

LIMITED PARTNERS: Norma B. Pechenik
100 Sunrise Avenue
Palm Beach, Florida 33480

LAW OFFICES
ROTHENBERG & LEVINE
3410 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08402

LIMITED PARTNERS: Rose Balamut
114 East 72nd Street
New York, New York

Edgar M. Masinter
c/o Simpson, Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

Robert J. McKean, Jr.
c/o Simpson, Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

Eliot B. Weathers
c/o Simpson, Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

David G. Sacks
c/o Simpson, Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

Norman M. Fain
c/o Teknor Apex Co.
505 Central Avenue
Pawtucket, Rhode Island 02862

V. The said partnership is to exist from November 29, 1971 to December 31, 2013.

VI. The amount of cash and a description of the other property and the agreed value thereof to be contributed by the said parties are as follows:

	Cash and Notes
Norma B. Pechenik	$139,501.60
Rose Balamut	49,822.00
Edgar M. Masinter	24,911.00
David G. Sacks	49,822.00

LAW OFFICES
STEINBERG & LEVINE
3030 ATLANTIC AVENUE
ATLANTIC CITY, N. J. 08401

	Cash and Notes
Robert J. McKean, Jr.	$ 49,822.00
Eliot B. Weathers	49,822.00
Norman M. Fain	99,644.00

VII The limited partners may be required to make certain limited additional contributions or may have their contributions decreased in the event of an increase or decrease in the permanent mortgage which shall be placed on the real estate purchased by the partnership.

VIII. There is no provision for the return of capital contributions by the limited partners until the termination of the partnership.

IX. The said limited partners, by reason of their said contributions are entitled to the following percentages of the profits in the partnership:

Norma B. Pechenik	28%
Rose Balamut	10%
Edgar M. Masinter	5%
Robert J. McKean, Jr.	10%
Eliot B. Weathers	10%
David G. Sacks	10%
Norman M. Fain	20%

X. Each limited partner is personally liable for his contribution regardless of any assignment.

LAW OFFICES
THENBERG & LEVINE
3890 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08401

XI. There is no right given to the partners to admit additional limited partners with the exception of a right of sale of the interest of a limited partner and on the death or incapacity of a limited partner.

XII. There is no right given to one or more of the limited partners to priority over other limited partners as to contributions or as to compensation by way of income.

XIII. The remaining general partner or partners shall have the right to continue the business on the death, retirement or insanity of a general partner.

XIV. The limited partners shall receive cash distributions except upon dissolution of the partnership in which case the partnership assets may be transferred to the partners in cash or in kind.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28th day of December, 1971.

Herbert Rothenberg, General Partner

Alan Morris, General Partner by Herbert Rothenberg, Attorney-in-Fact

Lee A. Levine, General Partner

SOBLE CONSTRUCTION CO.

By

Attest:

LAW OFFICES ROTHENBERG & ... ATLANTIC CITY, N.J.
SOBLE CONSTRUCTION CO. SEAL

Norma B. Pechenik, Limited Partner by
Herbert Rothenberg, Attorney-In-Fact

Rose Balamut, Limited Partner by
Herbert Rothenberg, Attorney-In-Fact

Edgar M. Masinter, Limited Partner by
Herbert Rothenberg, Attorney-In-Fact

Robert J. McKean, Jr., Limited Partner
by Herbert Rothenberg, Attorney-In-Fact

Elliot B. Weathers, Limited Partner by
Herbert Rothenberg, Attorney-In-Fact

David G. Sacks, Limited Partner by
Herbert Rothenberg, Attorney-In-Fact

Norman M. Fain, Limited Partner by
Herbert Rothenberg, Attorney-In-Fact

LAW OFFICES
ROTHENBERG & LEVINE
3610 ATLANTIC AVENUE
ATLANTIC CITY N.J. 08401

STATE OF NEW JERSEY)
) SS.
COUNTY OF ATLANTIC)

BE IT REMEMBERED, that on this 20th day of December, 1971, before me, the subscriber, personally appeared Michael J. Kenney of Soble Construction Co., who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made by virtue of a Resolution of its Board of Directors.

Lorraine J. Alexander

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 21, 1972

LORRAINE J. ALEXANDER NOTARY PUBLIC NEW JERSEY

LAW OFFICES
ROTHENBERG & LEVINE
2820 ATLANTIC AVENUE
ATLANTIC CITY N.J. 08402

STATE OF NEW JERSEY :
: SS.
COUNTY OF ATLANTIC :

BE IT REMEMBERED that on this 20th day of December, 1971 before me personally appeared LEE A. LEVINE, individually and HERBERT ROTHENBERG, individually and as Attorney-In-Fact for Alan Morris, Norma B. Pechenik, Rose Balamut, Edgar M. Masinter, Robert J. McKean, Jr., Eliot B. Weathers, David G. Sacks and Norman M. Fain, who I am satisfied are the persons named in and who executed the foregoing instrument and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Joan S. Buonaccorso
Notary Public of New Jersey

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 8, 1974

JOAN S. BUONAC NOTARY PUBLIC NEW JERSEY

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[illegible] HARFORD
CO. HD. & EXAMINED PER
H. DOUGLAS CHILCOAT.
CLERK

LAW OFFICES
THENBERG & LEVINE
[illegible]

LIBER 1 PAGE 185

3/7/72 Mld to: Moore, Hennegan, Brannan, & Carney, 406 Jefferson Bldg, Towson, Md.

LIBER 852 PAGE 62

4205

CERTIFICATE OF LIMITED PARTNERSHIP

1. The undersigned hereby form a Limited Partnership under the name of HUNTINGTON ASSOCIATES.

2. The purpose of the Partnership is to acquire for investment and/or sale and otherwise generally deal in real estate investments of all types.

3. The principal office of the Partnership shall be c/o Gaylord Brooks & Company, Glen Arm, Maryland 21057.

4. The General Partners are: Joseph D. Deigert, Park Shire Court, Fallston, Maryland 21047, Edward H. Miller, Blenheim Road, Phoenix, Maryland 21131 and Richard A. Moore, J.M. Pearce Road, Monkton, Maryland 21111; the Limited Partners are: Robert E. Carney, Jr., Box 142 Mohr Road, Kingsville, Maryland 21087, Henry C. Needles, Glen Arm Road, Glen Arm, Maryland 21057, Henry H. Hofmann, Falls Mont Drive, Fallston, Maryland 21047 and Charles L. Vickers, Jr., Parkvue Road, Fallston, Maryland 21047.

5. The Partnership is to continue until December 31, 1974.

6. Each Partner shall contribute cash to the capital account of the Partnership as follows:

Joseph D. Deigert	$20,000.00
Edward H. Miller	4,000.00
Richard A. Moore	4,000.00
Robert E. Carney, Jr.	4,000.00
Henry C. Needles	4,000.00
Henry H. Hofmann	2,000.00
Charles L. Vickers, Jr.	2,000.00

7. Any Limited Partner may withdraw his contribution after January 1, 1973.

8. Each Limited Partner shall receive a distribution of profits in accordance to the percentage by which each individual Limited Partner's capital contribution bears to the over-all capital contribution by all partners in the Partnership.

9. No assignee, legatee, or distributee of the whole or any portion of a Limited Partners' interest in the Partnership

LIBER 1 PAGE 185

shall have the right to become a substituted Limited Partner in place of his predecessor in interest without the written consent of the General Partners and Sixty Percent (60%) of the Limited Partners.

10. There shall be no additional General or Limited Partners except in the case of death, retirement, bankruptcy or insanity of a General Partner.

11. Upon the death, retirement, bankruptcy, or insanity of a General Partner, the Partnership shall continue to exist and the business shall be carried on by the remaining general partner or partners.

WITNESS:

Patricia Ann Burns

_____ (SEAL)
Joseph D. Deigert, General Partner

_____ (SEAL)
Edward H. Miller, General Partner

_____ (SEAL)
Richard A. Moore, General Partner

_____ (SEAL)
Robert E. Carney, Jr., Limited Partner

_____ (SEAL)
Henry C. Needles, Limited Partner

_____ (SEAL)
Henry H. Hofmann, Limited Partner

_____ (SEAL)
Charles L. Vickers, Jr., Limited Partner

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FEB 25 10 52 AM '72
RECORD
COMPARED EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

LIBER 892 PAGE 63

LIBER 1 PAGE 187

3/22/72 Mailed to: Commercial & Industrial Property Inc., 305 W. Cheaspeake Ave., Towson

3393m

CERTIFICATE OF LIMITED PARTNERSHIP

ABERDEEN MALL EQUITIES

LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership, pursuant to the provisions of the Maryland Uniform Limited Partnership Act, Article 75 Annotated Code of Maryland, §1, et. seq., certify as follows:

I. The name of the Partnership is ABERDEEN MALL EQUITIES Limited Partnership.

II. The character of the business of the partnership is

(a) To acquire for investment a tract of land containing fourteen (14) acres, more or less located in Aberdeen, Harford County, Maryland; described as shown on Exhibit A, and further, for investment purposes, to construct thereon various improvements.

(b) To own, operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such improvements, the ownership and the operation thereof, and the utilization and realization upon all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the Partnership is 305 West Chesapeake Avenue, Towson, Maryland.

IV. (a) The name and address of the General Partners are:

George W. White, Jr.
Box 254 Northcliff Road
Glenarm, Maryland 21057

Randall C. White
3 Saint Elmo Court
Cockeysville, Maryland 21030

George W. Johnson
3423 Pipple Road
Baltimore, Maryland 21207

(b) The names and addresses of the Limited Partners are:

George W. White, Jr.
Box 254 Northcliff Road
Glenarm, Maryland 21057

Randall C. White
3 Saint Elmo Court
Cockeysville, Maryland 21030

George W. Johnson and Hazel M. Johnson
as Tenants by the Entireties
3423 Ripple Road
Baltimore, Maryland 21207

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2012, unless sooner terminated by

(a) The disposition of all of the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election by 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partners shall contribute One Hundred Dollars ($100.00) as their initial contribution to the capital of the Partnership, as follows:

Name	Contribution
George W. White, Jr.	$40.00
Randall C. White	$20.00
George W. Johnson and Hazel M. Johnson, as Tenants by the Entireties	$40.00

VII. Limited Partners subsequently admitted, if any shall make additional contributions to the capital of the Partnership in cash or in property in proportion to each Limited Partner's participation percentage as set forth in Item IX below and as may be agreed upon when they are admitted. Contributions in property may consist of such property as may be acceptable to the General Partners at a value to be determined by the General Partner.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital may be returned to the Partners in the form of net cash receipts distributed to them.

IX. The share of the profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

George W. White, Jr.	-	38%
Randall C. White	-	19%
George W. Johnson and Hazel M. Johnson as Tenants by the Entireties	-	38%

Other Limited Partners, if any, shall have such partnership percentages as may be agreed upon by the General Partners at the time such limited partners are admitted.

X. Any partner shall have the right to assign, encumber, or otherwise dispose of his interest in the partnership subject to the required notice, the consent of the General Partners, the option of the partnership to purchase such interest, and the restrictions as to sale price and method of payment as set forth in the agreement.

XI. The General Partners have the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution, but a return of his contribution is not guaranteed.

XV. Each Limited Partner, with the intent to be legally bound, irrevocably constitutes and appoints the General Partners of said Partnership or any of them his true and lawful attorney, in

his name, place and stead, to make, execute, swear to, acknowledge and file:

(a) A Certificate of Limited Partnership under the laws of the State of Maryland;

(b) Any certificate or other instruments which may be required to be filed by the Partnership under the laws of any state, or which the General Partners shall deem it advisable to file;

(c) Any and all amendments or modifications of the instruments described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership.

It is expressly understood and intended by the undersigned that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of an assignment by the undersigned of the whole or any portion of the limited partnership interest of the undersigned.

GENERAL PARTNERS:

George W. White, Jr.

Randall C. White

George M. Johnson

LIMITED PARTNERS:

George W. White, Jr.

Randall C. White

George M. Johnson

Hazel M. Johnson, as Tenants by the Entireties

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

On the 2nd. day of March, 1972, before me, the undersigned officer, personally appeared George W. White, Jr., known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: July 1, 1974

Notary Public

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

On the 2nd. day of March, 1972, before me, the undersigned officer, personally appeared Randall C. White, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: July 1, 1974

Notary Public

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

On the 2nd. day of March, 1972, before me, the undersigned officer, personally appeared George W. Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: July 1, 1974

Notary Public

STATE OF MARYLAND)
COUNTY OF BALTIMORE)

On the 2nd. d[illegible] 1972, before me, the undersigned officer, perso[illegible] M. Johnson, known to me to be the person w[illegible] scribed to the within instrument, and acknowledged [illegible] executed the same for the purposes therein contained, and described the same might be recorded as such.

RECEIVED FOR RECORD
MAR 7 1 57 PM '72
H. DOUGLAS CHILCOAT,
CLERK

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: July 1, 1974

Notary Public

$23.50

LIBER 895 PAGE 474

5095A

FIRST AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
AND AGREEMENT OF LIMITED PARTNERSHIP
OF MEADOWOOD ASSOCIATES, LTD.

Effective for all purposes and in all respects as of the 10TH day of August, 1971, the undersigned hereby certify as follows:

WHEREAS, Meadowood Associates, Ltd. ("the partnership") is a limited partnership organized under the laws of the State of Maryland pursuant to an Agreement of Limited Partnership executed April 1, 1970; and

WHEREAS, a Certificate of Limited Partnership has been duly recorded in the State of Maryland; and

WHEREAS, the parties hereto desire to amend the Certificate of Limited Partnership and the Agreement of Limited Partnership executed and filed on April 1, 1970, to reflect certain changes in the business of the partnership and in the interests of the general and limited partners in the capital and in the profits and losses of the partnership;

NOW, THEREFORE, it is agreed as follows:

1. That the Certificate of Limited Partnership is hereby affirmed and ratified in all respects except said Certificate is amended to delete the name of Walter A. Stevens as a limited partner and to amend Section 2 to read in its entirety as follows:

"2. Business. The business of the partnership shall consist of the acquisition, development and operation of real property in the State of Maryland and the construction thereon of townhouses for rental, and the ownership and operation

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

of the townhouses so erected, in accordance with section 236 of the National Housing Act."

2. That the Agreement of Limited Partnership is hereby affirmed and ratified in all respects except that Section 3 and Section 6 thereof are amended to read in their entirety as follows:

"3. Business. The business of the partnership shall consist of the acquisition, development and operation of real property in the State of Maryland and the construction thereon of townhouses for rental, and the ownership and operation of the townhouses so erected, in accordance with section 236 of the National Housing Act."

* * * * *

"6. Partners and capital contributions. Melvin G. Bosely and R. Walter Ward shall be the general partners. Roy A. Bosely and William B. Davidson, Jr. shall be the limited partners. Each of the general partners shall contribute to the capital of the partnership his interest in the property described in Exhibits "A" and "B" annexed hereto, having the total value set opposite his name below. Each of the limited partners shall contribute to the capital of the partnership cash in the amount set opposite his name below.

General Partners

Name	Contribution	Percentage
Melvin G. Bosely	$154,000.00	45%
R. Walter Ward	154,000.00	45%

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

Limited Partners

Name	Contribution	Percentage
Roy A. Bosely	$ 10.00	5%
William B. Davidson, Jr.	10.00	5%

IN WITNESS WHEREOF, the parties have signed and sealed this First Amendment to the Certificate of Limited Partnership and the Agreement of Limited Partnership of Meadowood Associates, Ltd., this 10th day of August, 1971.

General Partners:

(LS)
Melvin G. Bosely

(LS)
R. Walter Ward

Limited Partners:

(LS)
Roy A. Bosely

(LS)
William B. Davidson, Jr.

STATE OF MARYLAND
COUNTY OF HARFORD ss:

On this 10th day of August, 1971, before me, a Notary Public in and for the County of Harford, there personally appeared MELVIN G. BOSELY, R. WALTER WARD, ROY A. BOSELY and WILLIAM B. DAVIDSON, JR., to me known to be the

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

individuals described, and who executed the foregoing instrument and each acknowledged to me that he executed the same as his free act and deed.

NOTARY PUBLIC

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

MEADOWOOD ASSOCIATES, LTD.

EXHIBIT "A"

Description of property contributed to Meadowood Associates, Ltd. by Melvin G. Bosely and R. Walter Ward on April 1, 1970:

Parcel of land surveyed for Bosely and Ward Enterprises, located on Hanson Road, First District, Harford County, Maryland.

Beginning for the same at a concrete monument heretofore set on the Easterly side of a ten foot wide water line easement or right-of-way conveyed by and described in a deed from Mary A. Norris to the United States of America, dated May 27, 1920 and recorded among the Land Records of Harford County in liber J.A.R. No. 169, folio 401, said monument lying also at the end of the South 80° 01' 50" West 13.57 feet line of that tract or parcel of land conveyed by and described in a deed from Art Builders, Inc., to Melvin G. Bosely and R. Walter Ward, Copartners, T/A Bosely and Ward Enterprises, dated April 7, 1967 and recorded among the Land Records of Harford County in liber G.R.G. No. 738, folio 352, running thence binding reversely on the last mentioned conveyance and on the dividing line between the lands of the grantors and the lands of the United States of America, as now surveyed, with bearings referenced to grid North of the Maryland State Coordinate System, two courses, viz: North 72° 01' 04" East 13.57 feet to a fence corner and North 13° 35' 53" West 205.00 feet to a point lying South 13° 35' 53" East 344.36 feet from the beginning of the South 05° 35' 05" East 550.36 feet line of the parcel of land conveyed by Art Builders, Inc., to Melvin G. Bosely and R. Walter Ward, Copartners, T/A Bosely and Ward Enterprises, thence leaving the lands of the United States of America and running for new lines of division through and across the lands of the grantors, as now surveyed, the following six courses, viz: North 87° 01' 10" East 269.79 feet, North 09° 27' 44" East 106.45 feet, North 24° 04' 30" East 97.00 feet, North 23° 21' 20" West 95.85 feet, North 69° 11' 14" East 91.46 feet and North 13° 34' 16" West 154.60 feet to intersect the centerline of Hanson Road in and 461.53 feet from the end of the South 84° 26' 32" West 1897.14 feet line of the parcel of land conveyed by Art Builders, Inc., to Melvin G. Bosely and R. Walter Ward, Copartners, T/A Bosely and Ward Enterprises, thence binding reversely on a part of the last mentioned line with bearings referenced to grid North, as now surveyed, North 76° 25' 44" East 101.99 feet, thence leaving the centerline of Hanson Road, running for new lines of division through and across the lands of the grantor, the following ten courses, viz: South 13° 34' 16" East 102.62 feet to a point of curvature, thence by a curve to the left in a Southeasterly direction of radius 411.84 feet, an arc distance of 255.45 feet to a point of tangency, thence South 49° 06' 38" East 100.25 feet, thence South 40° 22' 46" West 290.94 feet, South 07° 40' 00" West 131.77 feet, South 81° 01' 38" East 96.17 feet, South 01° 03' 39" East 270.40 feet, South 81° 42' 10" West 242.53 feet,

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North 67° 22' 48" West 65.00 feet and North 82° 51' 44" West 229.17 feet to intersect the Easterly side of the aforesaid ten foot wide water line easement or right-of-way conveyed by Mary A. Norris to the United States of America, aforesaid, in and 310.00 feet from the beginning of the South 03° 31' 45" West 1288.16 feet line of the parcel of land conveyed by Art Builders, Inc., to Melvin G. Bosely and R. Walter Ward, Co-partners, T/A Bosely and Ward Enterprises, thence binding reversely on the last mentioned line with bearings referenced to grid North, as now surveyed, North 04° 29' 03" West 310.00 feet to the beginning hereof containing 8.95 acres, more or less.

Subject to a right-of-way thirty-five feet wide for use of the United States of America.

Being a part of that tract or parcel of land conveyed by and described in a deed from Art Builders, Inc., to Melvin G. Bosely and R. Walter Ward, Copartners, T/A Bosely and Ward Enterprises, dated April 7, 1967 and recorded among the Land Records of Harford County in liber G.R.G. No. 738, folio 352.

~~All as shown on a plat attached hereto and made a part hereof.~~

R.W.W.

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MEADOWOOD ASSOCIATES, LTD.

EXHIBIT "B"

Description of property contributed to Meadowood Associates, Ltd. by Melvin G. Bosely and R. Walter Ward on the 12 day of April 1971:

PARCEL 1 BEGINNING for the same at the centerline of Hanson Road at the Northwesterly most corner of that tract or parcel of land conveyed by Art Builders, Inc. to Melvin G. Bosely and R. Walter Ward, trading as Bosely and Ward Enterprises, dated April 7, 1967, and recorded among the Land Records of Harford County in Liber G.R.G. No. 738, folio 352, thence leaving the centerline of Hanson Road and binding on the outline of the whole tract aforesaid, South 13° 35' 53" East 30.00 feet, thence leaving the outline of the whole tract running for a new line of division through and across the land of the grantors, by a line parallel to and 30 feet, measured at right angles in a Southerly direction from the centerline of Hanson Road, North 76° 25' 44" East 461.53 feet, and running thence, North 13° 34' 16" West 30.00 feet to the centerline of Hanson Road aforesaid, thence binding on the centerline of Hanson Road and on the Northerly outline of the whole tract aforesaid, South 76° 25' 44" West 461.53 feet to the beginning hereof, containing 0.321 acres, more or less.

BEING a part of that tract or parcel of land conveyed by and described in a deed from Art Builders, Inc. to Melvin G. Bosely and R. Walter Ward, copartners trading as Bosely and Ward Enterprises, dated April 7, 1967, and recorded among the Land Records of Harford County in Liber G.R.G. No. 738, folio 352.

PARCEL 2 BEGINNING for the same at a point on the Northeasterly side of a proposed 50-foot wide right-of-way to be known as Meadowood Drive, said point of beginning lying the following four courses from the Northwesterly most corner of that tract or parcel of land conveyed by and described in a deed from Art Builders, Inc. to Melvin G. Bosely and R. Walter Ward, co-partners, trading as Bosely and Ward Enterprises, dated April 7, 1967, and recorded among the Land Records of Harford County in Liber G.R.G. No. 738, folio 352, North 76° 25' 44" East 563.52 feet, South 13° 34' 16" East 102.62 feet to a point of curvature, thence by a curve to the left in a Southeasterly direction of radius 411.84 feet, an arc distance of 255.45 feet to a point of tangency, thence South 49° 06' 38" East 100.25 feet to said point of beginning, thence binding on the North-easterly side of said proposed Meadowood Drive and running for new lines of division through and across the lands of the grantors, by a curve to the right in a Southeasterly direction of radius 390.67 feet, an arc distance of 179.68 feet to a point in the Northerly side of a 35-foot wide government water line easement, thence binding on the Northerly side of said easement and crossing another 35-foot wide water line easement, North 86° 09' 22" East 293.59 feet to intersect the Westerly

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right-of-way line of the proposed relocation of Maryland Route No. 24, thence binding on said Maryland Route No. 24, the following two courses, viz: South 11° 49' 31" East 428.19 feet, South 11° 25' 15" East 260.00 feet, thence leaving said Maryland Route No. 24 and running for new lines of division through and across the lands of Bosely and Ward Enterprises, the following four courses, viz: North 80° 00' 29" West 327.64 feet, South 35° 42' 24" West 197.[illegible] feet, South 74° 03' 16" West 218.40 feet, North 13° 48' 58" West 129.87 feet to a point in the centerline of said proposed 50-foot wide right-of-way to be called Meadowood Drive, thence still running for new lines of division through and across the lands of Bosely and Ward Enterprises, the following six courses, viz: North 31° 07' 37" West 207.89 feet, North 81° 42' 10" East 145.00 feet, North 01° 03' 39" West 270.40 feet, North 81° 01' 38" West 96.17 feet, North 07° 40' 00" East 131.77 feet and North 40° 22' 46" East 290.94 feet to the beginning hereof, containing 10.445 acres, more or less.

BEING a part of that tract or parcel of land conveyed by and described in a deed from Art Builders, Inc. to Melvin G. Bosely and R. Walter Ward, trading as Bosely and Ward Enterprises, dated April 7, 1967, and recorded among the Land Records of Harford County in Liber G.R.G. No. 738, folio 352.

PARCEL 3 BEGINNING for the same at a point on the Southerly side of Hanson Road, said point lying South 13° 35' 53" East 30.00 feet from the Northwesterly most corner of that tract or parcel of land conveyed by Art Builders, Inc. to Melvin G. Bosely and R. Walter Ward, trading as Bosely and Ward Enterprises, dated April 7, 1967, and recorded among the Land Records of Harford County in Liber G.R.G. No. 738, folio 352, running thence binding on the outline of the whole tract aforesaid, South 13° 35' 53" East 333.71 feet to the Northwesterly most corner of that tract or parcel of land conveyed by and described in a deed from Melvin G. Bosely and R. Walter Ward, trading as Bosely and Ward Enterprises, to Meadowood Associates, Ltd., dated April 10, [illegible] and recorded among the Land Records aforesaid in Liber G.R.G. No. 841, folio 469, running thence binding on the outlines of the last mentioned conveyance, six courses, viz: North 87° 01' 10" East 269.79 feet, North 09° 27' 44" East 106.45 feet, North 42° 04' 30" East 97.00 feet, North 23° 21' 20" West 95.85 feet, North 69° 11' 14" East 91.46 feet and North 13° 34' 16" West 124.60 feet to a point on the Southerly side of Hanson Road aforesaid, running thence binding on the Southerly side of Hanson Road, by a line parallel to and 30 feet, measured at right angles in a Southerly direction, from the centerline of Hanson Road aforesaid, South 76° 25' 44" West 461.53 feet to the beginning hereof, containing 3.179 acres, more or less.

BEING a part of that tract or parcel of land conveyed by and described in a deed from Art Builders, Inc. to Melvin G. Bosely and R. Walter Ward trading as Bosely and Ward Enterprises, dated April 7, 1967, and recorded among the Land Records of Harford County in Liber G.R.G. No. 738, folio 352.

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TOGETHER with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or anywise appertaining.

~~All as shown on a plat attached hereto and made a part hereof.~~

R.L.W.

RECEIVED FOR RECORD
RECORDED IN LIBER
NO 895 FOLIO 474
ONE OF THE

APR 24 3 06 PM '72

CLERK OF CIRCUIT COURT HARFORD CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT.
CLERK

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SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

5/12/72 Mailed to: Wm. B. Davidson, 1 Bel Air South, Bel Air, Md.

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SECOND AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP
OF MEADOWOOD ASSOCIATES, LTD.

Effective for all purposes and in all respects as of the 18th day of AUGUST, 1971, this Second Amendment to the Agreement of Limited Partnership executed April 1, 1970, by and among the undersigned parties,

WITNESSETH:

WHEREAS, Meadowood Associates, Ltd. ("the partnership") is a limited partnership organized under the laws of the State of Maryland pursuant to an Agreement of Limited Partnership executed April 1, 1970; and

WHEREAS, the parties hereto desire to amend the said Agreement of Limited Partnership to conform to the requirements of the Federal Housing Administration ("FHA") in order to secure a loan to be insured by the Federal Housing Commissioner;

NOW, THEREFORE, it is agreed as follows:

1. Section 8 of the Agreement of Limited Partnership is amended by redesignating present paragraphs 8(c) and 8(d) as paragraphs 8(d) and 8(e), respectively, and by adding to Section 8 a new paragraph 8(c) as follows:

"(c) The partnership is authorized to execute a note and deed of trust in order to secure a loan to be insured by the Federal Housing Commissioner and to execute a regulatory agreement and other documents required by the Federal Housing Commissioner in connection with such loan. Any incoming general partner shall as a condition of

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receiving an interest in the partnership property agree to be bound by the note, deed of trust, and regulatory agreement and other documents required in connection with the FHA insured loan to the same extent and on the same terms as the other partners. Upon any dissolution, no title or right to possession and control of the project, and no right to collect the rents therefrom shall pass to any person who is not bound by the regulatory agreement in a manner satisfactory to the Federal Housing Commissioner."

2. The Agreement of Limited Partnership and the First Amendment thereto are hereby affirmed and ratified in all other respects.

IN WITNESS WHEREOF, the parties have signed and sealed this Second Amendment to the Agreement of Limited Partnership of Meadowood Associates, Ltd., this 18TH day of AUGUST, 1971.

General Partners:

Melvin G. Bosely (LS)
Melvin G. Bosely

R. Walter Ward (LS)
R. Walter Ward

Limited Partners:

Roy A. Bosely (LS)
Roy A. Bosely

William B. Davidson, Jr. (LS)
William B. Davidson, Jr.

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SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

STATE OF MARYLAND
CITY OF BALTIMORE ss:

On this 18TH day of AUGUST, 1971, before me, a Notary Public in and for the ~~City of Baltimore~~ State of Maryland, there personally appeared MELVIN G. BOSELY, R. WALTER WARD, ROY A. BOSELY and WILLIAM B. DAVIDSON, JR., to me known to be the individuals described, and who executed the foregoing instrument and each acknowledged to me that he executed the same as his free act and deed.

Joseph L. Barrett
NOTARY PUBLIC

JOSEPH L. BARRETT NOTARY PUBLIC BALTIMORE, MD.

RECEIVED FOR RECORD & RECORDED IN LIBER 895 FOLIO 483 ONE OF THE

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Land ... HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

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SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

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SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
OF
CAMPUS HILLS EQUITIES LIMITED PARTNERSHIP

This Second Amendment dated March 10, 1972, by and among COMMERCIAL & INDUSTRIAL PROPERTIES, INC., a Maryland corporation, (sometimes hereinafter referred to as "Corporation") as General Partner, and STANLEY SPOONT as Limited Partner, (all of whom collectively may sometimes be hereinafter referred to as "Partners").

W I T N E S S E T H T H A T:

By Limited Partnership Agreement dated April 5, 1971, as amended, the parties set forth the governing terms applicable to a Limited Partnership formed by Certificate of Limited Partnership filed in the Office of Land Records of Harford County, Maryland, in Liber HDC 869, Folio 436, on April 5, 1971.

The parties desire to amend said Partnership Agreement as hereafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Section 6 of said Agreement of Limited Partnership is amended to read as follows:

"6. Capital Contributions of Partners.

(a) The initial capital of the Partnership shall be Four Hundred Thousand Dollars ($400,000.00) to be contributed by the Partners as set forth in Schedule I.

(b) Upon the execution of this Agreement, each of the individual Limited Partners shall have contributed the sum of Twenty-Five Thousand Dollars ($25,000.00) in cash to the Partnership for each 6.25% of participation percentage allocated to such Limited Partner.

(c) Contributions to the capital of the Partnership by Commercial & Industrial Properties, Inc. as General or Limited Partner may consist of property at the agreed values set forth on Schedule I."

2. Schedule I attached to said Limited Partnership Agreement is amended to read as follows:

"SCHEDULE I

Initial Capital Contribution and participation percentages of Partners to Campus Hills Equities Limited Partnership.

	Contribution	Participation Percentage
Commercial & Industrial Properties, Inc.* as General Partner	$100,000.00*	25%
Stanley Spoont*	$ 25,000.00*	6.25%
John P. Spain	$ 25,000.00	6.25%
W. Thomas Gisriel	$ 25,000.00	6.25%
Burton Solomon	$ 25,000.00	6.25%
Lloyd S. Mailman	$ 50,000.00	12.5%
William F. Buettner (now deceased) and Mary S., tenants by the entireties	$100,000.00	25%
Jacob Blum	$ 25,000.00	6.25%
Nelson S. Winter and Janet C., tenants by the entireties	$ 25,000.00	6.25%

*Stanley Spoont obtained his partnership interest from a limited partner which contributed property having an agreed value of $25,000.00 to the capital of the partnership.

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The property referred to above is described as follows:

All that tract or parcel of land situate and lying in the Third Election District of Harford County, Maryland, on the northerly side of Churchville Road (Maryland Route No. 22), containing 15.247 acres, more or less, more particularly described as follows:

BEGINNING for the same at an iron pipe heretofore set in the northerly right-of-way line of Churchville Road, Maryland Route 22, at the beginning of the 24th or North 82° 36' 49" West 247.91 feet line of land which by deed dated September 9, 1966, and recorded among the Land Records of Harford County in Liber G.R.G. No. 721 folio 547, was conveyed by George C. Reeves, Jr. and Muriel R. Reeves, his wife, to Northcliff, Inc., thence leaving said point of beginning and running with and binding along the said northerly right-of-way line of Maryland Route No. 22, as shown on the State Roads Commission of Maryland Plat No. 8414 and also along the 24th, 25th and a part of the 26th lines of the beforementioned deed, referring all courses to said deed and as now surveyed, the following three courses and distances; (1) North 82° 36' 49" West 247.91 feet; (2) North 81° 52' 49" West 615.64 feet and (3) by a curve to the right having a radius of 11,419.20 feet for an arch distance of 311.45 feet; said curve having a chord bearing of North 81° 05' 56" west and a chord length of 311.45 feet to intersect the easterly side of a proposed road to be known as Campus Hills Drive; thence leaving Maryland Route 22 and running with and binding along the easterly side of Campus Hills Drive North 09° 51' 29" East 602.75 feet to a point; thence leaving said Campus Hills Drive and running for new lines of division through the land described in the beforementioned deed of which the tract now being described is a part; as now surveyed, the following three courses and distances; (1) South 80° 35' 49" East 299.93 feet; (2) South 81° 52' 49" East 605.08 feet; (3) South 82° 36' 49" East 132.47 feet to intersect the 22nd or South 03° 09' 02" East 4949.39 feet line of the beforementioned deed; thence running with and binding along the remaining part of said line and along all of the 23rd line, in all, South 03° 09' 02" East 610.29 feet to the point of beginning, containing 15.247 acres, more or less, as surveyed by APR Associates of Baltimore, Maryland on November 6, 1968.

BEING the same lot or parcel of land which by Deed dated Mary 27, 1969 and recorded among the Land Records of Harford County in Liber GRG No. 814 folio 182 was granted and conveyed by Northcliff, Inc. unto the Grantor herein.

3. Notwithstanding the provisions of Section 17(a) to the contrary, annual distributions of net cash receipts of the Partnership to each Limited Partner shall commence pro rata upon the date of payment by each Limited Partner of his capital contribution.

IN WITNESS WHEREOF, the parties have executed this Second Amendment the day and year first above written.

GENERAL PARTNER

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

BY: George W. Johnson, Vice President

LIMITED PARTNERS

John P. Spain
W. Thomas Gisriel
Burton Solomon
Lloyd S. Mailman
William F. Buettner (now deceased) and Mary S., tenants by the entireties
Jacob Blum
Nelson S. Winter and Janet C., tenants by the entireties

BY COMMERCIAL & INDUSTRIAL PROPERTIES, INC., ATTORNEY IN FACT UNDER POWERS OF ATTORNEY EXECUTED BY EACH OF THE FOREGOING LIMITED PARTNERS, COPIES OF WHICH POWERS OF ATTORNEY ARE RECORDED OR RECORDED HEREWITH

BY: George W. Johnson, Vice President

Stanley Spoont

RECEIVED FOR RECORD & RECORDED IN LIBER 2410 NO 295 FOLIO 644 ONE OF THE

APR 25 2 13 PM '72

Lauke RECORDS HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

6/7/72 Mailed to: Real Estate Title Co., Keyser Bldg., Balto. Md.

4946m

CERTIFICATE OF LIMITED PARTNERSHIP
FOR
SHAMROCK ASSOCIATES

1. The undersigned have formed a Limited Partnership under the name of SHAMROCK ASSOCIATES.

2. The purpose of the partnership is to acquire for investment a tract of land on the North side of MacPhail Road and on the East side of Shamrock Road in Harford County, Maryland, improved by a medical office building and to lease, sell, develop and otherwise deal with the aforesaid property and improvements for all business purposes.

3. The principal office of the Limited Partnership shall be c/o the Hearn Corporation, Equitable Towson Building, 401 Washington Avenue, Towson, Maryland.

4. The partnership shall continue until March 1, 2022 unless otherwise dissolved pursuant to the Partnership Agreement.

5. The name and address of the General Partners are:

Frederick W. Hearn
3 Streamside Lane
Timonium, Maryland 21093

William L. Hermann
714 Stoneleigh Road
Baltimore, Maryland 21212

The names, addresses and cash contribution of the Limited Partners are as follows:

Frederick W. Hearn 3 Streamside Lane Timonium, Maryland 21093	$ 2,500.00
John J. Neubauer, Jr. 1101 Green Acre Road Baltimore, Maryland 21204	10,000.00
John N. Curlett, Jr. 41 Warrenton Road Baltimore, Maryland 21210	5,000.00
William H. C. Wilson 419 Hawthorne Road Baltimore, Maryland 21210	5,000.00
Gideon N. Stieff, Jr. 101 Bellemore Road Baltimore, Maryland 21210	7,000.00

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James L. Plowden 110 Bonnie Hill Rd. Towson, Md. 21204	5,000
James S. Ulrich 925 Starbit Road Towson, Md. 21204	10,000
John P. Reed 605 Field Rd. Pikesville, Md. 21208	10,000
William L. Hermann 714 Stoneleigh Rd. Baltimore, Md. 21212	2,500
Mary M. Hermann 4602 Langshire Rd. Baldwin, Md. 21013	20,000
Thomas W. and Margaret S.A. Hoffecker Monkton, Md. 2111	5,000
Thomas V. Appler II 2981 Normandy Dr. Ellicott City, Md. 21043	10,000
Charles H. Heine 3921 St. Johns Lane Ellicott City, Md.	5,000
Elaine L. Dunst 3629 Cornus Lane Ellicott City, Md.	5,000
George P. Richardson, Jr. 1110 Charmuth Rd. Lutherville, Md. 21093	5,000
Robert W. Taylor 309 Northfield Place Baltimore, Md. 21200	5,000
Bohler Investments, a Partnership c/o Miss Nance R. Blyler 6920 Donachie Rd. - Apt. 605 Baltimore, Md. 21239	5,000
Howard C. Taylor, Jr. 1533 Kennewick Rd. Baltimore, Md. 21218	5,000
Thomas L. Carter 2 Boone Trail Linstead, Severna Park, Md. 21146	5,000
William R. Russell, Jr. Route #1 Stevensville, Maryland 21666	10,000

6. The Limited Partners shall have the right to the return of their contribution of capital at the end of the term of the partnership or at the earlier dissolution and termination of the Partnership.

7. Profit and Loss.

A. The percentage interest of each Partner in the profit and losses (except profit resulting from sale, trading, condemnation or casualty loss) shall be in proportion to each individual Partner's capital contribution to the total capital contribution of all Partners. The percentage of such profit and loss based upon the original capital contribution of all Partners is :

Hearn - - -	General	6.3694%
	Limited	1.5925%
Neubauer- -		6.3694%
Curlett - -		3.1847%
Wilson - -		3.1847%
Stieff - -		4.4587%
Plowden- -		3.1847%
Ulrich - -		6.3694%
Reed - - -		6.3694%
William Hermann -	General	6.3694%
	Limited	1.5925%
Mary Hermann - -		12.7388%
Hoffecker - - -		3.1847%
Appler - - - -		6.3694%
Heine - - - -		3.1847%
Dunst- - - - -		3.1847%
Richardson - -		3.1847%
Robert Taylor- -		3.1847%
Bohler Investments - -		3.1847%
Howard Taylor- -		3.1847%
Carter - -		3.1847%

Russell - - 6.3694%

B. Net proceeds from sale, trading, condemnation or casualty loss shall be distributed to the Partners as follows:

(1) To the return of the respective capital contributions of the Limited Partners; but if the amount available, therefore, shall be insufficient, then pro rata among all Limited Partners in such manner that each Limited Partner shall receive the same proportion of his contribution to the capital of the Partnership.

(2) If any proceeds remain after the application of Paragraph (1) above, then to the return of the respective capital contributions of the General Partners; but if the amount available, therefore, shall be insufficient, then pro rata among all General Partners in such manner that each General Partner shall receive the same proportion of his contribution to the capital of the Partnership.

(3) If any proceeds remain after the application of Paragraphs (1) and (2) above, then 25% of such proceeds shall be distributed to the General Partners and shall be divided among them in proportion to the capital account of each such General Partner with the total capital contributions of the General Partners. The remaining 75% shall be credited to all Partners in proportion to the percentage of profits and losses as is set forth in Paragraph A above.

8. The General Partners are authorized to admit additional General or Limited Partners with the prior consent of 75% of the Limited Partnership interest.

9. No assignees, legatees or distributees of the whole or any portion of a Limited Partner's interest in The Partnership shall have the right to become a substituted Limited Partner in place of his predecessor and interest with respect to such Limited Partner's interest without the written consent of the

General Partners, whose consent shall be binding and conclusive without requiring the consent and approval of any of the other Limited Partners. General Partners' consent shall not be unreasonably withheld.

As part of this Paragraph 9 such substituted Limited Partner shall execute and acknowledge such instruments in form and substance reasonably satisfactory to the General Partners, as the General Partners shall deem necessary or desirable to effectuate such admission and to conform the Agreement of the person being admitted as such substituted Limited Partner, to be bound by all the terms and provisions of the Partnership Agreement and to pay all reasonable expenses in connection therewith.

10. Upon the death, retirement, bankruptcy or insanity of any General Partner, the Partnership shall continue in existence if there be one or more remaining or surviving General Partner at such time.

In the event of the death of all General Partners, the Limited Partners may, within thirty (30) days after such occurrence, elect to continue the Partnership and elect another General Partner. In the event the Partners so elect, the Partnership shall not be dissolved. The vote of 100% of all Limited Partners is necessary to elect a substituted General Partner.

11. This certificate of Limited Partnership may be executed in a number of counterparts, all of which taken together shall be deemed one original.

WITNESS:

(SEAL)
Frederick W. Hearn, General Partner and Limited Partner

(SEAL)
William L. Hermann, General Partner and Limited Partner

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STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 15th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared FREDERICK W. HEARN, General Partner and Limited Partner in the aforegoing instrument, and WILLIAM L. HERMANN, General Partner and Limited Partner in the aforegoing instrument, and they made oath in due form of law that the aforegoing Certificate of Limited Partnership is their act and deed.

AS WITNESS my Hand and Notarial Seal.

Joseph T. Barnett
Notary Public

My Commission Expires:
7-1-74

WITNESS:

Helen L. Kennedy

John J. Neubauer, Jr. (SEAL)
John J. Neubauer, Jr.,
Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 15th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JOHN J. NEUBAUER, JR., Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Kenneth Gaeng
Notary Public

KENNETH J. GAENG NOTARY PUBLIC BALTIMORE

My Commission Expires:

7/1/74

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WITNESS:

E. Blayton Phillips

John N. Curlett Jr. (SEAL)
John N. Curlett, Jr., Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 15th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JOHN N. CURLETT, JR., Limited Partner, and made oath in due form of law that the aforegoing instrument is his act and deed.

AS WITNESS my Hand and Notarial Seal,

Olga Ellis
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES JULY 1, 1974

WITNESS:

Virginia L. Fields

William H. C. Wilson (SEAL)
William H. C. Wilson, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 4th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared WILLIAM H. C. WILSON, Limited Partner, and made oath in due form of law that the aforegoing instrument is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Virginia L. Fields
Notary Public

Commission Expires:
July 1, 1974

WITNESS:

_____ _____ (SEAL)
Gideon N. Stieff, Jr., Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 4th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared GIDEON N. STIEFF, JR., Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my Hand and Notarial Seal.

JEAN P. PSAROS NOTARY PUBLIC BALTIMORE CO., MD.

_____
Notary Public

My Commission Expires:

July 1, 1974

WITNESS:

_____ _____ (SEAL)
James L. Plowden, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 4 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JAMES L. PLOWDEN, Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my Hand and Notarial Seal.

_____
Notary Public

My Commission Expires:

July 1. 1974

LIBER 1 PAGE 219

11

LIBER 897 PAGE 911

WITNESS:

Marie M Chaffman

James S. Ulrich (SEAL)
James S. Ulrich, Limited
Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 5 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of baltimore aforesaid, personally appeared JAMES S. ULRICH, Limited Partner, and made oath in due form of law that the aforesaid instrument is his act and deed.

AS WITNESS my Hand and Notarial Seal.

John J Vohn
Notary Public

My Commission Expires:
July 1, 1974

WITNESS:

Amy Lee Reed

John P. Reed (SEAL)
John P. Reed, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 5th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared JOHN P. REED, Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my hand and Notarial Seal.

Wellington L. Snyder
Notary Public

My Commission Expires:

July 1, 1972

WELLINGTON L. SNYDER
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

WITNESS:

William L. Hermann Mary M. Hermann (SEAL)
Mary M. Hermann, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 9 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared MARY M. HERMANN, Limited Partner, and made oath in due form of law that the aforegoing instrument is her act and deed.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires:
7/1/74

WITNESS:

_____ Thomas W. Hoffecker (SEAL)
Thomas W. Hoffecker, Limited Partner

_____ Margaret S. H. Hoffecker (SEAL)
Margaret S. A. Hoffecker, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 8 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared THOMAS W. HOFFECKER and MARGARET S. A. HOFFECKER, Limited Partners, and they made oath in due form of law that the aforegoing Limited Partnership Agreement is their act and deed.

AS WITNESS my Hand and Notarial Seal.

_____
Notary Public

My Commission Expires:
7/1/74

WITNESS:

William L. Hemmore

Thomas V. Appler (SEAL)
Thomas V. Appler, II, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 8 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore, personally appeared THOMAS V. APPLER, II, Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Frederick W. [illegible]
Notary Public

My Commission Expires:
7/1/74

WITNESS:

Elaine L. Dunst

Charles H. Heine (SEAL)
Charles H. Heine, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 8 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared CHARLES H. HEINE, Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires:
7/1/74

LIBER 1 PAGE 225

WITNESS:

C H Heine

Elaine L. Dunst (SEAL)
Elaine L. Dunst, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 8 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared ELAINE L. DUNST, Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is her act and deed.

AS WITNESS my Hand and Notarial Seal.

Frederick W. Heine
Notary Public

My Commission Expires:
7/1/74

WITNESS:

William L. Hermann

George P. Richardson, Jr. (SEAL)
George P. Richardson, Jr.,
Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 8 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared GEORGE P. RICHARDSON, JR., Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires:

7/1/74

WITNESS:

Russell H. Young

Robert W. Taylor (SEAL)
Robert W. Taylor, Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 4th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared ROBERT W. TAYLOR, Limited Partner, and made oath in due form of law that the aforegoing instrument is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires:
7/1/1974

WITNESS: BOHLER INVESTMENTS, A PARTNERSHIP

Frederick W. Heer By: Nancy R. Blyler

Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 8 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared NANCY R BLYLER, in behalf of BOHLER INVESTMENTS, A PARTNERSHIP, Limited Partner, and made oath in due form of law that the aforegoing instrument is her act and deed.

AS WITNESS, my Hand and Notarial Seal.

Frederick W. Heer

Notary Public

My Commission Expires:

7/1/74

LIBER 1 PAGE 229

WITNESS:

Margaret C Taylor

Howard C Taylor Jr (SEAL)
Howard C. Taylor, Jr., Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 5 day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared HOWARD C. TAYLOR, JR., Limited Partner, and made oath in due form of law that the aforegoing Limited Partnership Agreement is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Notary Public

My Commission Expires:
July 1, 1974

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WITNESS:

Catherine H. Gaertner — Thomas L. Carter, Jr. (SEAL)

Thomas L. Carter, Jr., Limited Partner

STATE OF MARYLAND: COUNTY OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 4th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared THOMAS L. CARTER, Jr., Limited Partner, and made oath in due form of law that the aforegoing instrument is his act and deed.

AS WITNESS my Hand and Notarial Seal.

Catherine H. Gaertner
Notary Public CATHERINE H. GAERTNER

CATHERINE H. GAERTNER NOTARY PUBLIC BALTIMORE COUNTY, MD.

My Commission Expires:
July 1, 1974

LIBER 1 PAGE 231

WITNESS:

Anne K. von Schwerdtner

William R. Russell, Jr. (SEAL)
William R. Russell, Jr.,
Limited Partner

STATE OF MARYLAND: ~~COUNTY~~ City OF BALTIMORE: TO WIT:

I HEREBY CERTIFY, That on this 10th day of May, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared WILLIAM R. RUSSELL, JR., Limited Partner, and made oath in due form of law that the aforegoing instrument is his act and deed.

AS WITNESS my Hand and Notarial Seal.

D. Elaine Paul
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES JULY 1, 1974

D. ELAINE PAUL NOTARY PUBLIC BALTIMORE, MD.

RECEIVED FOR RECORD & RECORDED IN LIBER 897 NO 897 FOLIO 901 ONE OF THE

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Land Records HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT. CLERK

6/16/72 Mailed to: Campus Hill Equities Limited Partnership, 305 W. Chesapeake Ave., Towso

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FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
OF
CAMPUS HILLS EQUITIES LIMITED PARTNERSHIP

This First Amendment dated DECEMBER 29, 1971, by and among COMMERCIAL & INDUSTRIAL PROPERTIES, INC., a Maryland corporation, (sometimes hereinafter referred to as "Corporation") as General Partner, and WILLIAM F. BUETTNER as Limited Partner, (all of whom collectively may sometimes be hereinafter referred to as "Partners").

W I T N E S S E T H T H A T:

By Limited Partnership Agreement dated , 1971, the parties set forth the governing terms applicable to a Limited Partnership formed by Certificate of Limited Partnership filed in the Office of Land Records of Harford County, Maryland, in Liber HDC 869, Folio 436, on April 5, 1971.

The parties desire to amend said Partnership Agreement as hereafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), receipt whereof is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Section 6 of said Agreement of Limited Partnership is amended to read as follows:

"6. Capital Contributions of Partners.

(a) The initial capital of the Partnership shall be Four Hundred Thousand Dollars ($400,000.00) to be contributed by the Partners as set forth in Schedule I.

(b) Upon the execution of this Agreement, each of the individual Limited Partners shall have contributed the sum of Twenty-Five Thousand Dollars ($25,000.00) in cash to the Partnership for each 6.25% of participation percentage allocated to such Limited Partner.

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(c) Contributions to the capital of the Partnership by Commercial & Industrial Properties, Inc. as General or Limited Partner may consist of property at the agreed values set forth on Schedule I."

2. Schedule I attached to said Limited Partnership Agreement is amended to read as follows:

"SCHEDULE I

Initial Capital Contribution and participation percentages of Partners to Campus Hills Equities Limited Partnership.

	Contribution	Participation Percentage
Commercial & Industrial Properties, Inc.* as General Partner	$100,000.00*	25%
Commercial & Industrial Properties, Inc.* as Limited Partner	$25,000.00*	6.25%
John P. Spain	$25,000.00	6.25%
W. Thomas Gisriel	$25,000.00	6.25%
Burton Solomon	$25,000.00	6.25%
Lloyd S. Mailman	$50,000.00	12.5%
William F. Buettner (now deceased) and Mary S., tenants by the entireties	$100,000.00	25%
Jacob Blum	$25,000.00	6.25%
Nelson S. Winter and Janet C., tenants by the entireties	$25,000.00	6.25%

*The property to be contributed by the General Partner shall consist of an undivided interest in the below described tract of land and Campus Hills Shopping Center located in Harford County,

Maryland, together with all leases of tenants of the Shopping Center constructed on the premises, having an aggregate agreed value of $125,000.00.

The property referred to above is described as follows:

All that tract or parcel of land situate and lying in the Third Election District of Harford County, Maryland, on the northerly side of Churchville Road (Maryland Route No. 22), containing 15.247 acres, more or less, more particularly described as follows:

BEGINNING for the same at an iron pipe heretofore set in the northerly right-of-way line of Churchville Road, Maryland Route 22, at the beginning of the 24th or North 82° 36' 49" West 247.91 feet line of land which by deed dated September 9, 1966, and recorded among the Land Records of Harford County in Liber G.R.G. No. 721 folio 547, was conveyed by George C. Reeves, Jr. and Muriel R. Reeves, his wife, to Northcliff, Inc., thence leaving said point of beginning and running with and binding along the said northerly right-of-way line of Maryland Route 22, as shown on the State Roads Commission of Maryland Plat No. 8414 and also along the 24th, 25th and a part of the 26th lines of the beforementioned deed, referring all courses to said deed and as now surveyed, the following three courses and distances; (1) North 82° 36' 49" West 247.91 feet; (2) North 81° 52' 49" West 615.64 feet and (3) by a curve to the right having a radius of 11,419.20 feet for an arc distance of 311.45 feet; said curve having a chord bearing of North 81° 05' 56" west and a chord length of 311.45 feet to intersect the easterly side of a proposed road to be known as Campus Hills Drive; thence leaving Maryland Route 22 and running with and binding along the easterly side of Campus Hills Drive North 09° 51' 29" East 602.75 feet to a point; thence leaving said Campus Hills Drive and running for new lines of division through the land described in the beforementioned deed of which the tract now being described is a part; as now surveyed, the following three courses and distances; (1) South 81° 35' 49" East 299.93 feet; (2) South 81° 52' 49" East 605.08 feet; (3) South 82° 36' 49" East 132.47 feet to intersect the 22nd or South 03° 09' 02" East 4949.39 feet line of the beforementioned deed; thence running with and binding along the remaining part of said line and along all of the 23rd line, in all, South 03° 09' 02" East 610.29 feet to the point of beginning, containing 15.247 acres, more or less, as surveyed by APR Associates of Baltimore, Maryland, on November 6, 1968.

BEING the same lot or parcel of land which by Deed dated May 27, 196[illegible] and recorded among the Land Records of Harford County in Liber GRG No. 814 folio 182 was granted and conveyed by Northcliff, Inc. unto the Grantor herein.

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3. Notwithstanding the provisions of Section 17(a) to the contrary, annual distributions of net cash receipts of the Partnership to each Limited Partner shall commence pro rata upon the date of payment by each Limited Partner of his capital contribution.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

ATTEST:

Randall C. White
Secretary

GENERAL PARTNER

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

BY: George W. Johnson
George W. Johnson
Vice President

LIMITED PARTNERS

John P. Spain
JOHN P. SPAIN

W. Thomas Gisriel
W. THOMAS GISRIEL

Burton Solomon
BURTON SOLOMON

Lloyd S. Mailman
LLOYD S. MAILMAN

Mary S. Buettner
MARY S. BUETTNER

Jacob Blum
JACOB BLUM

Nelson S. Winter
NELSON S. WINTER

Janet C. Winter
JANET C. WINTER

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AGREEMENT made as of this 1st day of March, 1972, by and among HERBERT L. COHEN, a resident of the State of Maryland, hereinafter referred to as "General Partner", and NICHOLAS F. LEONETTI, MARTIN FEDDER, residents of the State of Maryland, and NICK-GEORGE CORPORATION, a Maryland corporation, hereinafter referred to collectively as "Limited Partners".

1. NAME AND BUSINESS. The parties do hereby form a Limited Partnership pursuant to the provisions of the Annotated Code of Maryland, (1957) Article 73, to hold, operate, improve, build on, subdivide, sell and/or lease the real properties to be acquired by the partnership, in whole or in part. To engage in real estate business, to manufacture, act as broker and to generally carry on any business allowed under Article 73 of the Maryland Annotated Code (1957). The name of the partnership shall be CLF Limited Partnership and the principal office and place of business of the partnership shall be at Perryman, Maryland.

2. TERM. The term of the partnership shall begin as of the 1st day of March, 1972, and shall continue until the 31st day of December, 1982, unless terminated earlier as hereinafter set forth, provided, however, that nothing contained herein shall prevent the partnership from renewing or extending this period, from time to time, with the unanimous consent of all partners, general and limited.

3. CAPITAL CONTRIBUTION OF THE GENERAL AND LIMITED PARTNERS. Herbert L. Cohen, the General Partner, and Nicholas F. Leonetti, Martin Fedder and Nick-George Corporation, the Limited Partners, shall assign all of their undivided right, title and interest in certain parcels of real property and the improvements

thereon, if any, located in Harford County, Maryland, and subject to all of the liens and encumbrances on said parcels which are more fully described in the descriptions of said parcels attached hereto and made a part hereof and marked Exhibit "A", "B" respectively; to the Partnership, as the respective capital contribution of each of said partners to the Partnership in the following proportions and ratios:

General Partner	Percentage
Herbert L. Cohen	40.5%
Limited Partners	
Nicholas F. Leonetti	40.5%
Martin Fedder	9.0%
Nick-George Corporation	10.0%
Total	100.0%

Neither the Partnership, the General Partner nor any Limited Partners, whether individually or collectively, shall assume or become personally liable for any liability or encumbrance which may presently be against any parcel of land herein conveyed to the Partnership or which may at some later date become a lien thereon or against any property hereinafter acquired by the Partnership.

The partners shall share the profits and/or losses of the Partnership in the following proportions, except that the Nick-George Corporation shall not be charged with a share of any losses of the Partnership.

ALLOCATION OF PROFITS AND LOSSES AMONG PARTNERS

General Partner	Profits	Losses
Herbert L. Cohen	40.5%	80.0%

Limited Partners	Profits	Losses
Nicholas F. Leonetti	40.5%	10.0%
Martin Fedder	9.0%	10.0%
Nick-George Corporation	10.0%	-0-%
Totals	100.0%	100.0%

4. DISTRIBUTIONS. Any distribution to be made to the partners from the assets or net income or net losses of the Partnership shall be made only upon the sole authorization of the General Partner.

5. SALARIES, DRAWINGS AND INTEREST ON CAPITAL CONTRIBUTIONS. None of the Limited Partners shall receive any salary or drawings for services rendered on behalf of the Partnership in the capacity as partners, nor shall any partner receive any interest on his contribution to the capital of the Partnership.

6. MANAGEMENT, DUTIES AND RESTRICTIONS.

(a) General Partner:

The general management, control and conduct of the business shall be vested in the General Partner only, and the Limited Partners shall have no power to sign for or bind the Partnership. The General Partner, in his absolute discretion, shall have the power on behalf of the Partnership (1) to plan, design, zone, and obtain permits for the construction of apartments, town houses, apartment houses, parks and recreational facilities, swimming pools, tennis courts, and playing fields, bridges, dams, causeways, drains, streets, roads, driveways, parking areas, lights, poles, sewer, water, electrical and telephone facilities, laundry and storage areas and any other items required in the building and maintenance of improvements to real property and to

sell and or lease such apartment houses, town houses and apartments, in whole or in part, upon any terms and conditions as may be in the best interest of the Partnership. And, to enter into mortgage arrangements for the borrowing of construction money as well as money by way of permanent mortgages with any bank, lending institutions or governmental agency, including but not limited to the Federal Housing Authority (F.H.A.) and Housing and Urban Development (H.U.D.) and any special programs or division under F.H.A. or H.U.D. for which the Partnership may qualify. To appear before and file claims, requests and applications with various pertinent County, State and Federal Bureaus, Agencies and Commissions in furtherance of the real estate development and other business of the partnership; (2) to lease all or any portion of the real property without limit as to the term thereof, whether or not such term (including renewal terms) shall extend beyond the date of the termination of the partnership, whether or not the space so leased is to be occupied bythe lessee or, in turn, subleased in whole or in part to others; to borrow money and as security therefor, to mortgage all or any part of the real property; to obtain replacements of any such mortgage or mortgages, and to repay, in whole or in part, re-finance, recast, increase, modify, consolidate, correlate or extend any mortgages affecting the real property; to sell, exchange, or convey title to, and to grant an option for the sale of all or any portion of the real property, including any mortgage or leasehold interest, or other property which may be acquired by the partnership upon a transfer of the real property; all of foregoing at such price, rental, or amount, for cash, securities, or other property and upon such terms as he deems proper; (3) to place record title to

the real property in the name or names of a nominee or nominees for the purpose of mortgage financing or any other convenience or benefit of the partnership; (4) to employ from time to time persons, firms or corporations for the operation and management of the real property, as well as to employ persons to render professional services to the partnership and to hire and employ such employees as may be necessary in the conduct of the business; and (5) to execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

The fact that the General Partner is directly or indirectly interested in or connected with any person, firm or corporation employed by the partnership to render or perform a service, or from which or whom the partnership may buy merchandise, material, or other property, shall not prohibit the partnership from employing such person, firm or corporation, or from otherwise dealing with him or it.

By way of extension of the foregoing and not in limitation thereof, the General Partner shall possess all of the powers and rights to do all and everything necessary, suitable, convenient and proper in the management of the partnership.

(b) Limited Partners:

No Limited Partner shall participate in the management of the partnership business. A Limited Partner shall have the right to withdraw his capital contribution upon the termination of the partnership as provided herein, provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the partnership, except liabilities to partners on account of their contributions, have been paid or unless the partnership has assets

sufficient to pay them. Except as otherwise provided in paragraph 17 hereof, no Limited Partner shall have the right to demand or receive property other than cash in return for his contribution. No Limited Partner is required to make any additional contributions to the capital of the partnership as may from time to time be agreed upon by all the partners. No Limited Partner shall have priority over any other Limited Partner, either as to contributions to capital or as to compensation by way of income. No additional Limited Partner may be admitted to the partnership unless all the partners unanimously consent thereto. The Limited Partners hereby consent to any encumbrance, mortgage, lease, sale or other disposition, by the General Partner on behalf of the partnership, of any and all of the partnership's assets, now or hereafter acquired, on such terms and conditions as may be determined by the General Partner, and to the employment, when and if required, of such brokers, agents and attorneys as the General Partner may determine, notwithstanding that any party hereby may have an interest therein.

7. BANKING. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partner. All withdrawals therefrom are to be made upon checks signed by the General Partner thru its duly authorized officer or agent.

8. CONVEYANCE. Any deed, bill of sale, mortgage, lease, contract of sale, or other commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real or personal property at any time held in its name, shall be signed by the General Partner thru its duly authorized officer or agent on behalf of the partnership, and no other

signature shall be required.

9. BOOKS. The partnership shall maintain full and accurate books in its principal office, and all partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calendar year.

10. ASSIGNABILITY. No General or Limited Partner may assign, pledge, hypothecate or in any manner transfer his interest in the partnership unless (1) the remaining partners are first given the opportunity to purchase, pro rata or as they may otherwise agree among themselves, the share of the withdrawing partner, at its fair market value, or (2) if the remaining partners fail to exercise their option under (1), they unanimously consent to the assignment. If the remaining partners, or any of them, elect to exercise the option under (1), they must notify the withdrawing partner of said election, in writing, within thirty (30) days after receipt of written notification by the withdrawing partner of his intent to assign said interest. If no notice is received by the withdrawing partner after the expiration of said thirty (30) day period, the withdrawing partner may demand a vote be taken to determine whether the withdrawing partner's interest in the partnership may be assigned to a stranger. Nothing contained in this paragraph, however, shall prevent the interest of any partner (Limited or General) from being (1) transferred or disposed of by will or intestacy to or for the benefit of the deceased partner's immediate family, or (2) sold, transferred, assigned, pledged, encumbered, or otherwise hypothecated to any other partner herein.

For the purposes of this paragraph, "immediate family"

is defined as the husband, wife, adult child, father or mother, or adult sister or adult brother of a partner.

Should the General Partner assign its interest in the partnership to a stranger, as herein provided, the assignee shall succeed to all the rights, powers, privileges and responsibilities of the withdrawing General Partner.

11. DEATH, RETIREMENT, BANKRUPTCY OR INSANITY OF THE GENERAL PARTNER. In the event of the bankruptcy or liquidation of the General Partner or the death, retirement, adjudication of bankruptcy, or insanity of a General Partner who is a natural person, the Limited Partners shall at the option of the majority of them, either appoint a new General Partner or terminate the partnership.

12. DEATH OF A LIMITED PARTNER. The death of a Limited Partner shall not dissolve or terminate the partnership. In the event of such death, the personal representatives of the deceased Partner shall have all the rights of a Limited Partner in the partnership to the extent of the deceased's interest therein, subject to the terms and conditions of this Agreement, and his estate shall be liable for all his liabilities as a Limited Partner.

13. TERMINATION. The partnership may be terminated by the General Partner prior to the end of its term, or any renewal thereof, after atleast thirty (30) days prior written notice by the General Partner to each of the Limited Partners. In such event, or in the event of the adjudication of bankruptcy of the General Partner, a court-appointed receiver shall wind up and liquidate the partnership by either or both of the following methods:

(a) Selling the partnership's assets and distributing the netproceeds therefrom after the payment of partnership liabilities to each partner in satisfaction of his interest in the partnership.

(b) Distributing the partnership's assets to the partners in kind, each partner accepting an undivided interest in the partnership's assets, subject to its liabilities, in satisfaction of his interest in the partnership.

Upon completion of the liquidation, the partnership shall be deemed completely dissolved and terminated.

14. DISTRIBUTION OF PROCEEDS ON LIQUIDATION. The proceeds of liquidation shall be distributed, as realized, in payment of the liabilities of the partnership in the following order: (1) to creditors of the partnership; (2)to all of the partners in respect of their capital accounts as determined by the provisions of this Agreement. The General Partner shall not be personally liable to the Limited Partners for any deficit in the Limited Partners' capital accounts or for the return of their contributions.

In the event of a liquidating distribution of the partnership's property in kind, the fair market value of such property shall be determined by an appraiser selected by the General Partner, and each partner shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under paragraph 13 hereof if such property were sold.

15. INDEMNITY. The partnership shall indemnify and save harmless the General Partner from any personal loss or damage incurred by him by reason of any act performed by him for

and on behalf of the partnership and in furtherance of its interests.

16. NOTICES. All notices provided for in this Agreement shall be directed to the parties at the addresses for them set forth in the records of the Partnership and to the Partnership at its principal office, by registered or certified mail.

17. BINDING. This Agreement shall be binding upon all of the parties and their estates, heirs, legatees or assigns.

18. APPLICABLE LAW. This Agreement and the rights of the parties thereunder shall be interpreted in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 1st day of March, 1972.

TEST:

Nicholas Leonetti (SEAL)
Nicholas F. Leonetti,
Limited Partner

Carolyn Mierkiewicz Herbert L. Cohen (SEAL)
Herbert L. Cohen,
General Partner

Carolyn Mierkiewicz Martin Fedder (SEAL)
Martin Fedder, Limited Partner

NICK-GEORGE CORPORATION

Martin Fedder
Secretary

By Herbert L. Cohen
Herbert L. Cohen, President

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 1st day of March, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared NICHOLAS F. LEONETTI, and acknowledged the aforegoing Agreement to be his act.

WITNESS my hand and Notarial Seal.

Marian R. Greenland
Notary Public.
Marian R. Greenland.

MARIAN R. GREENLAND
NOTARY
PUBLIC
ABERDEEN, MD.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 1st day of March, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared MARTIN FEDDER, and acknowledged the aforegoing Agreement to be his act.

WITNESS my hand and Notarial Seal.

Carolyn Merkiewicz
Notary Public.
CAROLYN MERKIEWICZ

CAROLYN MERKIEWICZ
NOTARY
PUBLIC
BALTIMORE, MD.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 1st day of March, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HERBERT L. COHEN, and acknowledged the aforegoing Agreement to be his act.

WITNESS my hand and Notarial Seal.

CAROLYN MIERKIEWICZ NOTARY PUBLIC BALTIMORE, MD.

Carolyn Mierkiewicz
Notary Public.

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 1st day of March, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared HERBERT L. COHEN, President of Nick-George Corporation, and acknowledged the aforegoing Agreement on behalf of said Corporation to be its act.

WITNESS my hand and Notarial Seal.

CAROLYN MIERKIEWICZ NOTARY PUBLIC BALTIMORE, MD.

Carolyn Mierkiewicz
Notary Public.

Carolyn Mierkiewicz

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Landis ... HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

LIBER 1 PAGE 248

899 PAGE 629

6/29/72 Delivered to J.W.Cronin, Atty.

WINDEMERE ASSOCIATES

5803

PARTNERSHIP AGREEMENT

THIS AGREEMENT made as of this 31 day of May, 1972, in the City of Baltimore, State of Maryland, by and among the undersigned parties.

W I T N E S S E T H :

WHEREAS, the parties have been associated as stockholders of Windemere Builders, Inc., a body corporate, and

WHEREAS, said corporation was dissolved under Section 333 of the Internal Revenue Code as of May 30, 1972, and all of the assets of said corporation (subject to its liabilities) were transferred to its stockholders as tenants in common, and

WHEREAS, the former stockholders of Windemere Builders, Inc. have agreed to form a co-partnership for the purpose of owning certain land and for the purpose of providing for the rights and responsibilities of each other and their estates with respect to the conduct of the partnership business in the participation of each in the partnership income until such time as the land owned by the parties is sold and the liquidation of the interest of each as it may then appear in the event of death, or in the event that any of them desire to dispose of their partnership interest;

NOW, THEREFORE, for and in consideration of the payment of One Dollar ($1.00) to each partner by the other, of the mutual promises which they exchange in this Partnership Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the partners, parties hereto, agree as follows:

NAME, BUSINESS AND OFFICE

1. This partnership is organized solely for the purpose of owning a certain tract of land located in Aberdeen, Harford County, Maryland, which partnership shall be hereafter referred to as "the partnership" or "Windemere Associates" until dissolved by mutual consent of the partners.

The place of business of the partnership shall be located at the office of Isador Frank in Aberdeen, Maryland, or at such other location as may be agreed upon by the Managing Partners from time to time.

CAPITAL

2. The capital and ratio of profit and loss of the partnership as of the beginning of business is set forth opposite their respective names hereinbelow:

Name	Partnership Capital	Ratio of Profit and Loss
Isador Frank		33.333%
Irving F. Cohn		3.563%
Barbara G. Cohn		3.563%
Suzanne C. Offit		3.563%
Benson I. Offit		3.563%
Barbara G. Cohn and Irving F. Cohn, Trustees under Trust Agreement dated July 10, 1958 for the benefit of Richard F. Cohn		3.563%
Barbara G. Cohn and Irving F. Cohn, Trustees under Trust Agreement dated July 10, 1958 for the benefit of Joanne S. Cohn		3.563%
Suzanne C. Offit and Benson I. Offit, Trustees under Trust Agreement dated November 6, 1968 for the benefit of Andrew S. Offit		3.563%
Suzanne C. Offit and Benson I. Offit, Trustees under Trust Agreement dated November 6, 1968 for the benefit of Margaret A. Offit		3.563%
Suzanne C. Offit and Benson I. Offit, Trustees under Trust Agreement dated November 6, 1968 for the benefit of Thomas A. Offit		3.563%

Name	Partnership Capital	Ratio of Profit and Loss
David Gerber		1.3%
Jay Taetle		32 %
Philip Taetle		1.3%

TERM

3. The partnership shall begin on the 30th day of May, 1972, and shall continue for five (5) years until the 30th of May, 1977, and thereafter from year to year until terminated, as provided herein.

MANAGEMENT

4. Isador Frank, Jay Taetle and Irving F. Cohn shall be designated as the Managing Partners. Any two of the Managing Partners shall, on behalf of the partnership, have the authority to sell, execute deeds, mortgage, refinance the property and to borrow in the name of the partnership, and to secure the same by mortgage or deed of trust upon said properties, to renew or extend any and all such loans. The purchaser, mortgagee, lender, or title company handling the transaction shall not be required to see to the application of the loan or money loaned. The Managing Partners are hereby authorized to provide for and agree upon whatever other terms they deem to be in the best interests of the partnership in making any agreement with any lender or lending institutions concerning any of the property of the partnership. No lender, purchaser, title company, or other person or corporation shall be under any obligation to ascertain the authority of the Managing Partners to act; and the failure of any lender, purchaser, title company, or other person or corporation to obtain such authorization shall in no way affect the validity of any sale, conveyance, mortgage, deed of trust, loan, extension or any other act of the Managing Partners. The Managing Partners

shall have full and complete authority to sell the whole or any portion of the land owned by the co-partnership. The other partners shall not be required to devote any time to the operation and/or ownership of said land. However, the Managing Partners agree to consult with the partners and keep them informed of all actions and operations of the partnership business. The Managing Partners are authorized to execute any and all instruments and do any and all acts incidental to or necessary to carry out the intentions and purposes for which the partnership has been formed. The Managing Partners shall not receive any compensation for services rendered to the partnership. This, however, shall not preclude Irving F. Cohn from being paid for legal services rendered on behalf of the partnership.

EXCULPATION OF MANAGING PARTNERS

5. No Managing Partner shall be liable in damages or otherwise to any of the other partners for any acts performed by him in good faith on behalf of the partnership.

BANKING

6. All funds of the partnership shall be deposited in the partnership's name and in such bank account or bank accounts as shall be designated by the Managing Partners. All withdrawals therefrom shall be made upon a check signed by any two of the Managing Partners, and the Managing Partners may from time to time designate other partners to co-sign with them, or may also designate an employee of the partnership to co-sign with any one of the Managing Partners.

BOOKS AND RECORDS

7. The partnership books shall be maintained at the principal office of the partnership, or at such other place as the Managing Partners may from

time to time designate, and each partner shall have access to said books at all reasonable times. Each of said partners shall receive a copy of any financial statements as often as prepared by the partnership as soon as practicable. After the expiration of the taxable year of the partnership, said partners shall receive a financial statement prepared by the accountant serving the partnership, showing the profit and loss for Federal and Maryland Income Tax purposes and the distribution of profits and losses and the balance of each partner's loan and capital account.

DISSOLUTION OF THE PARTNERSHIP

8. Acts of Dissolution: Any of the following shall dissolve the partnership:

A. The partnership shall be dissolved at any time if such dissolution is ordered in writing by the Managing Partners and such other members of the partnership who may request the dissolution; in any event, the requirement for dissolution of the partnership must be approved, in writing, by no less than two-thirds ownership;

B. Sale of all of the partnership property;

C. No partner shall have the right to withdraw from the partnership during the term of this Agreement unless such withdrawal is accepted and approved by two-thirds of all of the partners.

STATEMENT AFTER DISSOLUTION

9. Upon the dissolution of the partnership, a statement shall be prepared by the accountants then acting for the partnership, setting forth the assets and liabilities of the partnership, and a copy of such statement shall be furnished to each of the partners within thirty days after such dissolution.

DISTRIBUTION AFTER DISSOLUTION

10. Upon the termination of the partnership (except where the change of the entity of the partnership may be made) a full account of the assets and liabilities of the partnership shall be taken and the assets shall be liquidated as promptly as possible and the proceeds thereof shall be applied in the following order:

A. To the payment of all debts and liabilities of the partnership and the expenses of liquidation;

B. To the repayment of the cash loans of the partners to the extent that they shall not have received the same from partnership distributions as hereinbefore provided;

C. To the payment of any capital and profits credited to the accounts of the partners as they appear on the records of the partnership;

D. The surplus, if any, of the said assets remaining shall be divided among all the partners, in the same ratio as they share in the profits of the partnership as provided in paragraph 2.

NOTICES

11. Unless otherwise specified in writing sent to the partnership, the address of each Managing Partner and each general partner for all purposes shall be as set forth next to his signature at the end of this Agreement.

CAPTIONS

12. Any section of paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context of this Agreement.

VARIATIONS IN PRONOUNS

13. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons, firm or firms, corporation or corporations may require.

ARBITRATION

14. Any dispute or controversy arising under, out of, or in connection with or in relation to this Agreement shall be determined by arbitration in Baltimore, Maryland, pursuant to the Rules then in existence by the American Arbitration Association and judgment may be entered upon the award.

ENTIRE AGREEMENT

15. This Agreement contains the entire understanding among the parties and supersedes any prior understanding and/or written or oral agreements among them with respect to the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

VALIDITY

16. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

BENEFIT

17. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs and assigns.

COUNTERPARTS

18. This Agreement may be executed in a number of counterparts, all of which taken together shall be deemed one original.

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899 PAGE 799

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Name	Post Office Address
Isador Frank	3826 Menlo Drive Baltimore, Maryland 21215
Irving F. Cohn	8206 Anita Road Baltimore, Maryland 21208
Barbara G. Cohn	8206 Anita Road Baltimore, Maryland 21208
Suzanne C. Offit	8213 Marcie Drive Baltimore, Maryland 21208
Benson I. Offit	8213 Marcie Drive Baltimore, Maryland 21208
Barbara G. Cohn and Irving F. Cohn, Trustees under Trust Agreement dated July 10, 1958 for the benefit of Richard F. Cohn	8206 Anita Road Baltimore, Maryland 21208
Barbara F. Cohn and Irving F. Cohn, Trustees under Trust Agreement dated July 10, 1958 for the benefit of Joanne S. Cohn	8206 Anita Road Baltimore, Maryland 21208
Suzanne C. Offit and Benson I. Offit, Trustees under Trust Agreement dated November 6, 1968 for the benefit of Andrew S. Offit	8213 Marcie Drive Baltimore, Maryland 21208
Suzanne C. Offit and Benson I. Offit, Trustees under Trust Agreement dated November 6, 1968 for the benefit of Margaret A. Offit	8213 Marcie Drive Baltimore, Maryland 21208

Name	Post Office Address
Suzanne C. Offit and Benson I. Offit, Trustees under Trust Agreement dated November 6, 1968 for the benefit of Thomas A. Offit	8213 Marcie Drive Baltimore, Maryland 21208
David Gerber	Eleven Slade Apartments Baltimore, Maryland 21208
Jay Tactle	3408 Midfield Road Baltimore, Maryland 21208
Philip Tactle	3408 Midfield Road Baltimore, Maryland

STATE OF MARYLAND)
) SS:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that on this 31st day of MAY, 1972, before me, the subscriber, a Notary Public, in and for the County and State aforesaid personally appeared Irving F. Cohn and Barbara G. Cohn, individually and as Trustees, and made oath in due form of law that they executed the aforegoing Partnership Agreement for the purposes therein stated.

AS WITNESS my hand and Notarial Seal.

Eugene C. [illegible] Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF Baltimore)

I HEREBY CERTIFY that on this 31st day of May, 1972, before me, the subscriber, a Notary Public, in and for the County and State aforesaid personally appeared Suzanne C. Offit and Benson I. Offit, individually and as Trustees, and made oath in due form of law that they executed the aforegoing Partnership Agreement for the purposes therein stated.

AS WITNESS my hand and Notarial Seal.

Eugene [illegible] Notary Public

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LIBER 899 PAGE 801

STATE OF MARYLAND)
) SS:
COUNTY OF HARFORD,)

I HEREBY CERTIFY that on this 31 day of May, 1972, before me, the subscriber, a Notary Public, in and for the County and State aforesaid, personally appeared Isador Frank and made oath in due form of law that he executed the aforegoing Partnership Agreement for the purposes therein stated.

AS WITNESS my hand and Notarial Seal.

Marian R. Greenland
Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF Baltimore)

I HEREBY CERTIFY that on this 31st day of May, 1972, before me, the subscriber, a Notary Public, in and for the County and State aforesaid, personally appeared David Gerber and made oath in due form of law that he executed the aforegoing Partnership Agreement for the purposes therein stated.

AS WITNESS my hand and Notarial Seal.

Eugene [illegible]
Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF HARFORD)

I HEREBY CERTIFY that on this 31 day of May, 1972, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared Philip Taetle and Jay Taetle, a nd made oath in due form of law that they executed the aforegoing Partnership Agreement for the purposes therein stated.

AS WITNESS my hand and Notarial Seal.

Marian R. Greenland
Notary Public

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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

7/11/72 Mailed: Wm. B. Davidson, Jr., One Bel Air South, Bel Air 21014

5770m

BRIGHT OAKS I ASSOCIATES, LTD.

CERTIFICATE OF LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP, signed and sworn to by the undersigned parties, this 29th day of June, 1972, pursuant to Article 73 of the Code of Laws of the State of Maryland.

1. Name. The name of the partnership shall be Bright Oaks I Associates, Ltd.

2. Business. The business of the partnership shall consist of the acquisition, development and operation of real property located on the easterly side of Emmorton Road in the First Election District of Harford County, Maryland, containing approximately 7.574 acres of land, more or less, and the construction on the aforesaid property of one hundred eight (108) apartment units for rental.

3. Principal place of business. The principal place of business of the partnership shall be located at 1 Bel Air South, Bel Air, Maryland.

4. Partners. The name and place of residence of each general partner and of each limited partner are as follows:

General Partners:

Melvin G. Bosely	Ring Factory Road Bel Air, Maryland 21014
R. Walter Ward	St. Mary's Church Lane Bel Air, Maryland 21014

Limited Partners:

Roy A. Bosely	16 Hamestead Street Bel Air, Maryland 21014
Lee R. Mather	126 N. Hickory Avenue, Apt. 27 Bel Air, Maryland 21014
William B. Davidson, Jr.	31 Lake Drive Bel Air, Maryland 21014
Richard F. Melfa	1004 Stromko Drive Fallston, Maryland 21047

5. Term. The term of the partnership shall be from the date first above written until the 31st day of December, 2014, and thereafter from year to year unless otherwise terminated.

6. Contribution of Limited Partners. Each limited partner shall contribute $10 to the capital of the partnership.

7. Additional contributions. No limited partner shall be required to make any additional contribution to the capital of the partnership.

8. Return of limited partners contributions. The contribution of each limited partner shall be returned upon liquidation of the partnership.

9. Limited partner's share of profits. Each limited partner shall receive five (5%) percent of the profits of the partnership by reason of his contribution.

10. Assignment of limited partnership interests. The interest of each limited partner shall not be assignable unless the written approval of all of the general partners is first obtained, and if said approval is obtained, only subject to the following terms and conditions:

(a) If a limited partner desires to dispose (whether by sale, assignment, transfer, pledge, encumbrance, gift or otherwise) of his interest in the partnership, he shall notify all of the general partners in writing of his desire to dispose of said interest, enclosing an offer to sell said interest at the book value thereof as of the close of the month preceding such offer to sell. The book value of the limited partner's interest shall be determined by the partnership's certified public accountants in accordance with generally accepted accounting principles. The partnership may, at its option, elect to purchase all of the selling limited partner's interest. If the partnership does not desire to purchase the selling limited partner's interest, then the general partners shall have the right to purchase the selling limited partner's interest, and if more than one general partner does so desire, then such interest shall be divided ratable between both general partners. Notice of the partnership's or the general partners' intention to purchase shall be given in writing to the selling limited partner within thirty (30) days after the receipt by the partnership of the offer to sell. If neither the partnership nor any of the general partners desire to purchase the selling limited partner's interest, then the selling limited partners shall be at liberty to assign his interest to any other person, but shall not sell such interest without giving the partnership and the general partners the right, for a period of fifteen (15) days, to purchase such interest at the price and upon the terms offered by such other person; provided, however, that if such sale is not consummated within four (4) months after the date of the selling limited partner's original offer, the selling limited partner may not thereafter dispose of his interest in the partnership without again giving the partnership and the general partners the option to purchase his interest as aforesaid.

(b) If all of the general partners (except the assignor) shall consent thereto, the assignee shall have the right to become a substituted limited partner upon the payment of a fee of One Hundred Dollars ($100.00) to the partnership to cover the costs and expenses of preparation, execution, and recording of an amendment to the Certificate of Limited Partnership. In that event, the general partners shall prepare an amendment to the certificate to be signed and sworn to by them, by each of the limited partners, by the assigning limited partner, and by the assignee. Unless named in this Agreement, or unless admitted to the partnership as above provided, or unless admitted to the partnership by the unanimous agreement of the partners, no person shall be considered a partner; and the partnership need deal only with partners so named and so admitted. The partnership shall not be required to deal with any other person by reason of an assignment by a partner or by reason of the death of a partner, except as otherwise provided in the Agreement of Limited Partnership. In the absence of substitution of a limited partner for an assigning or

deceased limited partner, any payment to a partner or to his executors or administrators shall acquit the partnership of all liability to any other person who may be interested in such payment by reason of an assignment by the partner or by reason of his death.

11. Additional limited partners. Additional limited partners may be admitted to the partnership by unanimous agreement of all partners.

12. Priority among limited partners. No right is given one or more of the limited partners.

13. Continuation of partnership business upon death, retirement or insanity of a general partner. Upon the withdrawal, death, incompetency or bankruptcy of any general partner, the remaining general partner may elect to form a new partnership (having the same terms as the original partnership) to carry on the same business theretofore carried on by the partnership. If the remaining general partner elects to form a new partnership, written notice of such election shall be transmitted to the limited partners within ninety (90) days of the withdrawal, death, incompetency or bankruptcy of the other general partner. The limited partners shall automatically become limited partners in the new partnership, and the remaining general partner shall become general partner of the new partnership. Such new partnership shall have the obligation to purchase the interest of the deceased, incompetent, bankrupt, or withdrawn general partner, and such partner or his legal representative shall have the obligation to sell such interest to the new partnership.

14. Right of limited partners to demand and receive property other than cash. No limited partner shall have any right to demand and receive any property in lieu of cash in exchange for his contribution.

WITNESS the following hands and seals this 29th day of June , 1972.

General Partners

Melvin G. Bosely

R. Walter Ward

Limited Partners

Roy A. Bosely

Lee R. Mather

William J. Davidson, Jr.

Richard F. Motta

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HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

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BOOK 500 PAGE 761

3/9/72 Mld to: Berenholtz, Kaplan & Heyman, 10 Light St, Balto, Md.

638012

COUNTRY VILLAGE PARTNERSHIP

FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT

THIS FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT, Made this 1st day of March, 1972, by and between HERBERT J. SIEGEL, General Partner, and EARLE K. SHAWE, WILLIAM KRESS, MILTON KRESS, MERRILL LEVY, MERRILL BANK, ALBERT SHAPIRO, MILTON KLEIN, ISADORE KAPLAN, IRVING T. SCHWARTZ, JOHN J. SWEENEY, JR. and THE EQUITABLE TRUST COMPANY, Trustees under Agreement dated January 10, 1963 with ROLAND WHITE, and KATHLEEN VAN GORDER WHITE, Distributee of the Estate of ROLAND WHITE, Limited Partners, hereinafter referred to as "parties."

W I T N E S S E T H :

WHEREAS, Herbert J. Siegel, Earle K. Shawe, William Kress, Milton Kress, Merrill Levy, Merrill Bank, Albert Shapiro, Milton Klein, Isadore Kaplan, Irving T. Schwartz, Roland White and Alvin Behrend entered into a Limited Partnership Agreement dated November 17, 1966, and recorded in the Circuit Court for Harford County in Liber 740, page 241 under the name of Country Village Partnership; and

WHEREAS, Alvin Behrend, prior hereto has assigned one-half of his interest in said Limited Partnership to Milton Kress and one-half of said interest to William Kress; and

WHEREAS, Roland White is now deceased and one-half of his interest in said Limited Partnership has been distributed to his wife, Kathleen Van Gorder White, and one-half of said interest is held in Trust by John J. Sweeney, Jr. and The Equitable Trust Company, Trustees under Agreement dated January 10, 1963 with Roland White; and

WHEREAS, the parties own approximately 5.69 acres of land to be developed as Country Village Apartments III and desire to finance said develop-

ment with a permanent mortgage to be insured by the Secretary of Housing and Urban Development.

NOW, THEREFORE, in consideration of mutual promises of the parties hereto, one to another, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Article 4 of the Limited Partnership Agreement, dated the 17th day of November, 1966, recorded in the Circuit Court for Harford County, as aforesaid, is amended to provide as follows:

"4 LIMITED PARTNERS AND CAPITAL CONTRIBUTIONS.

The Limited Partners are as follows and they have contributed a total of $5,000.00 to the capital of the partnership and own the following interests in the Limited Partnership:

Earle K. Shawe	- 6.67%
William Kress	- 8.89%
Milton Kress	- 8.89%
Merrill Levy	- 4.44%
Merrill Bank	- 7.78%
Albert Shapiro	- 5.56%
Milton Klein	- 8.89%
Isadore Kaplan	- 6.67%
Irving T. Schwartz	- 4.44%
John J. Sweeney, Jr. and The Equitable Trust Company, Trustees under Agreement dated January 10, 1963 with Roland White	- 2.22%
Kathleen Van Gorder White, Distributee of the Estate of Roland White	- 2.22% "

2. The articles of Limited Partnership as aforesaid are amended to include the following:

"19. The parties hereto own approximately 5.69 acres of land on Emmorton Road in Harford County, Maryland (hereinafter called 'the Property').

"20. The business of the Limited Partnership shall include: (i) owning the 5.69 acre panel heretofore referred to, (ii) constructing and developing thereon a group of ninety-two (92) apartment units, (iii) holding

managing and leasing the property as an investment, and (iv) carrying on all activities relating to the foregoing.

"21. The Partnership is authorized to execute a note and mortgage in order to secure a loan to be insured by the Secretary of Housing and Urban Development, and to execute a Regulatory Agreement and all other documents required by the Secretary in connection with such loan. Any incoming general or limited partner shall, as a condition of receiving an interest in the property owned by the Limited Partnership, agree to be bound by the note, mortgage, Regulatory Agreement, and other documents required in connection with the FHA insured loan to the same extent and on the same terms as the other partners. Upon any dissolution, no title or right to possession and control of the project, and no right to collect the rents therefrom, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.

"22. The parties hereto expressly agree that Herbert J. Siegel, General Partner, shall have the express authority to bind the Limited Partnership to any agreements, note, mortgage, contracts, Regulatory Agreement or any other documents required to obtain the insurance of the loan on FHA Project No. 052-35073-PM by the Secretary of Housing and Urban Development, and for the development and management of the entire project."

3. Nothing herein contained shall affect the liability of the Limited Partners, or extend their liability in excess of their contributions to the partnership as set forth in the Partnership Agreement executed on or about November 17, 1966 and as limited by the Uniform Limited Partnership Act of the State of Maryland.

4. Paragraph 2 of the aforesaid Limited Partnership Agreement between the parties dated November 17, 1966, which now provides that the term of the Partnership shall continue until November 16, 1996 is amended to the

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extent that it is hereby agreed that the term of the Partnership shall continue until November 16, 2012, unless terminated earlier as provided in the Partnership Agreement as amended herein.

5. Notwithstanding any other provision of the Limited Partnership Agreement as amended between the parties, it is agreed that the Limited Partnership shall not be voluntarily dissolved without the prior written approval of the Secretary of Housing and Urban Development.

6. Except as herein amended, all of the terms, covenants and conditions contained in the Limited Partnership Agreement between the parties dated November 17, 1966, shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Limited Partnership Agreement to be executed on the day and year first above written.

WITNESS:

GENERAL PARTNER

Herbert J. Siegel (SEAL)
HERBERT J. SIEGEL

LIMITED PARTNERS

Earle K. Shawe (SEAL)
EARLE K. SHAWE

William Kress (SEAL)
WILLIAM KRESS

Milton B. Kress (SEAL)
MILTON KRESS

(SEAL)
MERRILL LEVY

Merrill Bank (SEAL)
MERRILL BANK

Albert Shapiro (SEAL)
ALBERT SHAPIRO

Milton Klein (SEAL)
MILTON KLEIN

Isadore Kaplan (SEAL)
ISADORE KAPLAN

WITNESS:

_____ _____ (SEAL)
IRVING T. SCHWARTZ

_____ _____ (SEAL)
JOHN J. SWEENEY, JR., Trustee under Agreement dated January 10, 1963, with Roland White

THE EQUITABLE TRUST COMPANY

Attest:

_____ By _____
Vice President
Trustee under Agreement dated January 10, 1963, with Roland White

WITNESS:

_____ _____ (SEAL)
KATHLEEN VAN GORDER WHITE,
Distributee of the Estate of Roland White

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 28 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared HERBERT J. SIEGEL, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 28 day of Feb, 1972 before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared EARLE K. SHAWE, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 28 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared WILLIAM KRESS, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and ~~that he~~ executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires July 1, 1974 _____ Notary

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 28 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared MILTON KRESS, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission Expires July 1, 1974 _____

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, that on this 28 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared MERRILL LEVY, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____ Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 3rd day of February, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared MERRILL BANK, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts

therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 28 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid personally appeared ALBERT SHAPIRO, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____
Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 28 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared MILTON KLEIN, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 28 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared ISADORE KAPLAN, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 26 day of Feb, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared IRVING T. SCHWARTZ, and made oath in due form of law and acknowledged the foregoing to be his act and that the matters and facts therein set forth are true to the best of his knowledge and belief, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____ Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 7th day of February, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid, personally appeared JOHN J. SWEENEY, JR., who made oath in due form of law that he is Trustee under Agreement dated January 10, 1963 with Roland White, and acknowledged the foregoing to be the act of said Trustee and that the matters and facts therein set forth are true to the best of his knowledge and belief and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____ Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY, That on this 14th day of FEBRUARY, 1972, before me, the subscriber, a Notary Public in and for the ~~City~~ County of Baltimore and State aforesaid personally appeared B. CARTER RANDALL who made oath in due form of law that he is the Vice-President of The Equitable Trust Company, Trustee under Agreement dated January 10, 1963 with Roland White, and acknowledged the foregoing to be the act of said Trustee and that the matters and facts therein set forth are true to the best of his knowledge and belief and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 _____ Notary Public

STATE OF MARYLAND, CITY OF BALTIMORE, to Wit:

I HEREBY CERTIFY, That on this 12 day of FEBRUARY, 1972, before me, the subscriber, a Notary Public in and for the City and State aforesaid personally appeared KATHLEEN VAN GORDER WHITE, who made oath in due form of law that she is the Distributee of the Estate of Roland White, and acknowledged the foregoing to be the act of said Distributee and that the matters and facts therein set forth are true to the best of her knowledge and belief, and that she executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

My Commission expires July 1, 1974 J Morgan Vince

Notary Public

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LIBER 1 PAGE 270

BOOK 902 PAGE 851

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CERTIFICATE OF LIMITED PARTNERSHIP

CHURCHVILLE EQUITIES

LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership, pursuant to the provisions of the Maryland Uniform Limited Partnership Act, Article 75 Annotated Code of Maryland, §1, et. seq., certify as follows:

I. The name of the Partnership is CHURCHVILLE EQUITIES LIMITED PARTNERSHIP.

II. The character of the business of the partnership is

(a) To acquire for investment a tract of land containing 2.5264 acres, more or less, located near Churchville Road, Harford County, Maryland; described as shown on Exhibit A, and further, for investment purposes, to construct thereon various improvements.

(b) To own, operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of improvements thereon, the operation thereof, and the utilization and realization upon all or any part of such real estate, and all personal property related thereto.

III. The location of the principal place of business of the Partnership is 305 West Chesapeake Avenue, Towson, Maryland.

IV. (a) The name and address of the General Partner is:

Commercial & Industrial Properties, Inc.
305 West Chesapeake Avenue
Towson, Maryland 21204

(b) The name and address of the Limited Partner is:

Limited Partner

Northcliff, Inc.

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2022, unless sooner terminated by:

(a) The disposition of all of the property, real and personal, owned by the Partnership; or

(b) The General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election by 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partner shall contribute:

Limited Partner	Initial Capital Contribution
Northcliff, Inc.	$60,000.00 *

VII. Limited partners subsequently admitted, if any, shall make additional contributions to the capital of the Partnership in cash or in property in proportion to each Limited Partner's participation percentage as set forth in Item IX below and as may be agreed upon when they are admitted. Contributions in property may consist of such property as may be acceptable to the General Partners at a value to be determined by the General Partner.

* Represents the agreed clear equity value of the real property described in Exhibit A, which Limited Partner contributed to the Capital of the Partnership.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital may be returned to the Partners in the form of net cash receipts distributed to them.

IX. The share of the profits or other compensation by way of income (participation percentage) of the Limited Partner shall be as follows:

Limited Partner	Participation Percentage
Northcliff, Inc.	50%

Other Limited Partners, if any, shall have such partnership percentages as may be agreed upon by the General Partners at the time such limited partners are admitted.

X. The limited partner shall have the right to assign, encumber or otherwise dispose of its interest in the partnership subject to the required notice and the consent of the General Partner, as set forth in the agreement.

XI. The General Partner has the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners, if any, as to contributions or as to compensation by way of income.

XIII. The remaining General Partner, if any, may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XV. The Limited Partner, with the intent to be legally bound, irrevocably constitutes and appoints the General Partner of said Partnership his true and lawful attorney, in its name, place and stead, to make, execute, swear to, acknowledge and file:

(a) A Certificate of Limited Partnership under the laws of the State of Maryland;

(b) Any certificate or other instruments which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file;

(c) Any and all amendments or modifications of the instruments described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership.

It is expressly understood and intended by the undersigned that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of an assignment by the undersigned of the whole or any portion of the limited partnership interest of the undersigned.

GENERAL PARTNER:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

Attest:

Secretary
Randall C. White

By:
George W. White, Jr. President

(SEAL)

LIMITED PARTNER:

NORTHCLIFF, INC.

Attest:

Secretary
Randall C. White

By:
George W. White, Jr. President

(SEAL)

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE:

On the 1st day of May, 1972, before me, the undersigned officer, personally appeared George W. White, Jr., who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon L. Gangi
NOTARY PUBLIC

My Commission Expires:
7/1/74

SHARON L. GANGI * BALTIMORE COUNTY, MD. * PUBLIC

STATE OF :
ss
COUNTY OF :

On the 1st day of May, 1972, before me, the undersigned officer, personally appeared George W. White Jr., who acknowledged himself to be the President of Northcliff, Inc., a corporation, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon L. Gangi
NOTARY PUBLIC

My Commission Expires:
7/1/74

SHARON L. GANGI * BALTIMORE COUNTY, MD. * PUBLIC

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LIBER 1 PAGE 275

BOOK 902 PAGE 889

10/26/72 Mailed to Charles G. Page, 700 Keyser Bldg., Balto., Md. 21202

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MARYWOOD COMPANY

CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, desiring to form a limited partnership pursuant to the laws of the State of Maryland, certify as follows:

1. The name of the partnership is Marywood Company.

2. The purpose of the partnership is to carry on in Harford County, Maryland, and elsewhere, the business of holding title to real estate and developing and constructing apartment houses, and the rental and management thereof.

3. The principal place of business of the partnership is 103 Red Pump Road, Bel Air, Maryland, 21014.

4. The name and place of residence of each General Partner interested in the partnership is as follows:

Donald F. Lynch	1113 Providence Road Baltimore County, Maryland, 21204
Joseph J. Strehlen, Jr.	712 Stone Barn Road Baltimore County, Maryland, 21204.

The name and place of residence of each Limited Partner interested in the partnership is as follows:

Lillian B. Lynch	1113 Providence Road Baltimore County, Maryland, 21204
Geraldine C. Strehlen	712 Stone Barn Road Baltimore County, Maryland, 21204.

5. The term for which the partnership is to exist is from August 31,1972, to the close of business on December 31, 1975, and thereafter from year to year until terminated by six months' notice.

6. The amount of cash and the description and agreed value of the other property contributed by each Limited Partner is:

Name	Cash	Agreed Value of Property	Description of Property
Lillian B. Lynch	None	$43,470.83	Undivided interest by the entirety in 130 shares of capital stock of Marywood Corporation. (Her husband, Donald F. Lynch, General Partner, contributing the other one-half.)
Geraldine C. Strehlen	None	$43,470.83	Undivided interest by the entirety in 130 shares of capital stock of Marywood Corporation. (Her husband, Joseph J. Strehlen, Jr., General Partner, contributing the other one-half.)

7. The Limited Partners shall not be required to make additional contributions. The contribution of each Limited Partner, or such part thereof as constitutes the value of the Limited Partner's share of the assets, is to be returned to her upon termination or liquidation of the partnership.

8. The share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of her contribution is:

Name	Percentage
Lillian B. Lynch	25%
Geraldine C. Strehlen	25%.

9. Neither of the Limited Partners shall have the right to substitute an assignee as contributor in her place.

10. No other Limited Partners shall be admitted to the partnership.

11. Neither Limited Partner shall be entitled to priority over the other Limited Partner, as to contributions or as to compensation by way of income.

12. In the event of the death or permanent disability of any General Partner, the remaining General Partner shall have the right to continue the partnership business by purchasing the deceased or disabled

General Partner's interest in the partnership at a price equal to the adjusted book value of the deceased or disabled partner's capital account.

13. No Limited Partner shall have the right to demand or receive property other than cash in return for her contribution.

Dated: August 31, 1972.

Donald F. Lynch

Joseph J. Strehlen, Jr.
General Partners

Lillian B. Lynch

Geraldine C. Strehlen
Limited Partners

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I hereby certify, that on this 3rd day of August, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared DONALD F. LYNCH and LILLIAN B. LYNCH, the parties named in the foregoing certificate, and they made oath in due form of law that the matters and facts set forth in the foregoing certificate are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

Roberta L. Bromelsick
Notary Public

My commission expires July 1, 1974

LIBER 1 PAGE 278

BOOK 903 PAGE 937

STATE OF MARYLAND, CITY OF BALTIMORE SS:

I hereby certify, that on this 3rd day of August , 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore County, personally appeared JOSEPH J. STREHLEN, JR. and GERALDINE C. STREHLEN, the parties named in the foregoing certificate, and they made oath in due form of law that the matters and facts set forth in the foregoing certificate are true to the best of their knowledge, information and belief.

As witness my hand and Notarial Seal.

ROBERTA L. BROMELSICK NOTARY PUBLIC

Roberta L. Bromelsick
Roberta L. Bromelsick
Notary Public
My commission expires July 1, 1974

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CLERK

11/10/72 Mailed to: Wm. B. Davidson, One Bela Air South, Bel Air, Md.

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MEADOWOOD ASSOCIATES III, LTD.

CERTIFICATE OF LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP, signed and sworn to by the undersigned parties, this 19th day of October, 1972, pursuant to Article 73 of the Code of Laws of the State of Maryland.

1. Name. The name of the partnership shall be Meadowood Associates, III, Ltd.

2. Business. The business of the partnership shall consist of the acquisition, development, and operation of real property located in Edgewood, Maryland, containing approximately 19,303 acres ± of land, and the construction on the aforesaid property of two hundred eighty three (283) townhouses for rental, in accordance with Section 236 of the National Housing Act.

3. Principal place of business. The principal place of business of the partnership shall be located at One Bel Air South, Bel Air, Maryland.

4. Partners. The name and place of residence of each general partner and of each limited partner are as follows:

General Partners:

Melvin G. Bosely	Ring Factory Road Bel Air, Maryland 21014
R. Walter Ward	St. Mary's Church Lane Bel Air, Maryland 21014

Limited Partners:

Roy A. Bosely	16 Homestead Street Bel Air, Maryland 21014
Lee R. Mather	126 N. Hickory Avenue, Apt. 27 Bel Air, Maryland 21014
William B. Davidson, Jr.	31 Lake Drive Bel Air, Maryland 21014
Richard F. Melfa	1004 Stramko Drive Fallston, Maryland 21047

5. Term. The term of the partnership shall be from the date first above written until the 31st day of December, 2013, and thereafter from year to year unless otherwise terminated.

6. Contribution of Limited Partners. Each limited partner shall contribute $10 to the capital of the partnership.

7. Additional contributions. No limited partner shall be required to make any additional contribution to the capital of the partnership.

8. Return of limited partners contributions. The contribution of each limited partner shall be returned upon liquidation of the partnership.

9. Limited partner's share of profits. Each limited partner shall receive five (5%) percent of the profits of the partnership by reason of his contribution.

10. Assignment of limited partnership interests. The interest of each limited partner shall not be assignable unless the written approval of all of the general partners is first obtained, and if said approval is obtained, only subject to the following terms and conditions:

(a) If a limited partner desires to dispose (whether by sale, assignment, transfer, pledge, encumbrance, gift or otherwise) of his interest in the partnership, he shall notify all of the general partners in writing of his desire to dispose of said interest, enclosing an offer to sell said interest at the book value thereof as of the close of the month preceding such offer to sell. The book value of the limited partner's interest shall be determined by the partnership's certified public accountants in accordance with generally accepted accounting principles. The partnership may, at its option, elect to purchase all of the selling limited partner's interest. If the partnership does not desire to purchase the selling limited partner's interest, then the general partners shall have the right to purchase the selling limited partner's interest, and if more than one general partner does so desire, then such interest shall be divided ratable between both general partners. Notice of the partnership's or the general partners' intention to purchase shall be given in writing to the selling limited partner within thirty (30) days after the receipt by the partnership of the offer to sell. If neither the partnership nor any of the general partners desire to purchase the selling limited partner's interest, then the selling limited partners shall be at liberty to assign his interest to any other person, but shall not sell such interest without giving the partnership and the general partners the right, for a period of fifteen (15) days, to purchase such interest at the price and upon the terms offered by such other person; provided, however, that if such sale is not consummated within four (4) months after the date of the selling limited partner's original offer, the selling limited partner may not thereafter dispose of his interest in the partnership without again giving the partnership and the general partners the option to purchase his interest as aforesaid.

(b) If all of the general partners (except the assignor) shall consent thereto, the assignee shall have the right to become a substituted limited partner upon the payment of a fee of One Hundred Dollars ($100.00) to the partnership to cover the costs and expenses of preparation, execution, and recording of an amendment to the Certificate of Limited Partnership . In that event, the general partners shall prepare an amendment to the certificate to be signed and sworn to by them, by each of the limited partners, by the assigning limited partner, and by the assignee. Unless named in this Agreement, or unless admitted to the partnership as above provided, or unless admitted to the partnership by the unanimous agreement of the partners, no person shall be considered a partner; and the partnership need deal only with partners so named and so admitted. The partnership shall not be required to deal with any other person by reason of an assignment by a partner or by reason of the death of a partner, except as otherwise provided in the Agreement of Limited Partnership. In the absence of substitution of a limited partner for an assigning or

deceased limited partner, any payment to a partner or to his executors or administrators shall acquit the partnership of all liability to any other person who may be interested in such payment by reason of an assignment by the partner or by reason of his death.

11. Additional limited partners. Additional limited partners may be admitted to the partnership by unanimous agreement of all partners.

12. Priority among limited partners. No right is given one or more of the limited partners.

13. Continuation of partnership business upon death, retirement or insanity of a general partner. Upon the withdrawal, death, incompetency or bankruptcy of any general partner, the remaining general partner may elect to form a new partnership (having the same terms as the original partnership) to carry on the same business theretofore carried on by the partnership. If the remaining general partner elects to form a new partnership, written notice of such election shall be transmitted to the limited partners within ninety (90) days of the withdrawal, death, incompetency or bankruptcy of the other general partner. The limited partners shall automatically become limited partners in the new partnership, and the remaining general partner shall become general partner of the new partnership. Such new partnership shall have the obligation to purchase the interest of the deceased, incompetent, bankrupt, or withdrawn general partner, and such partner or his legal representative shall have the obligation to sell such interest to the new partnership.

14. Right of limited partners to demand and receive property other than cash. No limited partner shall have any right to demand and receive any property in lieu of cash in exchange for his contribution.

WITNESS the following hands and seals this 19th day of October, 1972.

General Partners

Melvin G. Bosely

R. Walter Ward

Limited Partners

Roy A. Bosely

Lee R. Mather

William B. Davidson, Jr.

Richard F. Mella

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EDGEWATER PARTNERSHIP

A Limited Partnership

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT, effective as of the 24th day of January, 1972, by and between DAVID S. CORDISH, a General Partner, WILLIAM A. BUNNELL, a General Partner, JOHN O. SIMONS, a General Partner, (hereinafter the General Partners shall be referred to in the singular as "General Partner"), DAVID S. CORDISH and PENELOPE CORDISH, his wife, as tenants by the entireties, Limited Partners, JOHN O. SIMONS and MARY E. SIMONS, his wife, as tenants by the entireties, Limited Partners, BUNNELL ASSOCIATES, a Limited Partner, and WILLIAM A. BUNNELL and MAXINE BUNNELL, his wife, as tenants by the entireties, Limited Partners.

WHEREAS, the Limited Partners, David S. Cordish and John O. Simons, have acquired a fourteen (14) acre tract of land situate and lying in Harford County, Maryland, fronting one thousand three hundred thirty-seven point eighty-five (1,337.85) feet, more or less, on U.S. Route 40 East, Harford County, Maryland, as described more particularly in Schedule A herein, said Schedule A attached hereto and made an integral part of this Contract, said property having been acquired by David S. Cordish and John O. Simons on the 24th day of January, 1972, from Edgewater Village Company, a general partnership, said Purchase Agreement between David S. Cordish and John O. Simons, as Buyers, and Edgewater Village Company, a general partnership, as Seller, being attached hereto and designated as Schedule B herein, said Schedule B being incorporated by reference and made an integral part of this Contract; and

WHEREAS, Cordish and John O. Simons desire to assign to the Limited Partnership the aforesaid Contract or Purchase Agreement which is attached hereto as Schedule B. The partnership property shall herein-

after be referred to as the "Property"; and

WHEREAS, the General Partner is experienced in the development of real estate and shopping centers in particular, and the individual Limited Partners have had similar experience, the parties have agreed to collectively combine their respective abilities and experience in the joint development of a shopping center on the Property upon the terms and conditions hereinafter set forth; and

WHEREAS, the General Partner and/or the Partnership intend to file among the land records of Harford County, Maryland, such confirmatory instruments as to the title of the Partnership to the Property as may be deemed necessary or desirable to clarify and confirm the same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. Formation: The parties hereto certify that they have formed a Limited Partnership pursuant to the provisions of Article 73 of the Annotated Code of Maryland (1967 Repl. Vol.), which said Partnership shall be conducted under the firm name and style of: EDGEWATER PARTNERSHIP, however it is contemplated that the Partnership shall trade as, and operate under the name Edgewater Village Shopping Center, or some other name to be determined by the Partnership.

2. Character of the Business: The business of the Partnership is of an investment nature. In furtherance of such purposes, the partnership may improve, reconstruct, alter, lease, operate, manage, encumber (by mortgage, deed of trust, or other form or method of financing or refinancing) or otherwise deal with the

Property, additions to the same and improvements constructed or to be constructed thereon. The foregoing powers and purposes shall also apply to personal property acquired by the partnership in connection with its business. The foregoing powers and purposes are not intended as a limitation of partnership powers and the partnership reserves unto itself the power to do and perform all acts necessary to carry out its business purposes.

3. Principal Office: The principal office of the Partnership shall be located at 1501 Charmuth Road, Baltimore County, Maryland, or at such other location as may be determined by the Partners.

4. Partners: The names and addresses of the Partners are as follows:

Name:	Address:	Status:
David S. Cordish	1613 Munsey Building Baltimore, Md. 21202	General Partner
John O. Simons	1204 Brixton Road Baltimore, Md. 21212	General Partner
William A. Bunnell	1501 Charmuth Road Baltimore County,Md.21093	General Partner
David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties	1613 Munsey Building Baltimore, Md. 21202	Limited Partners
John O. Simons and Mary E. Simons, his wife, as tenants by the entireties	1204 Brixton Road Baltimore, Md. 21212	Limited Partners
Bunnell Associates	1501 Charmuth Road Baltimore County,Md.21093	Limited Partner
William A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties	1501 Charmuth Road Baltimore County,Md.21093	Limited Partners

5. Term: The parties confirm that the Partnership began as of January 24, 1972, and shall continue until January 24, 2002, and thereafter from year to year unless sooner terminated as hereinafter provided.

6. Capital Contributions:

(a) The original capital of the Partnership shall consist of One Thousand Dollars ($1,000.00) cash, contributed by the Partners as follows:

David S. Cordish	$ 20.00
John O. Simons	10.00
William A. Bunnell	10.00
David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties	480.00
John O. Simons and Mary E. Simons, his wife, as tenants by the entireties	240.00
Bunnell Associates	90.00
William A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties	150.00
	$1,000.00

(b) An individual capital account shall be maintained for each partner. The capital interest of a partner shall consist of his opening capital account, as set forth in sub-section (a) of this Paragraph 6, increased by additional capital contributions and any credit balances transferred from his income account to his capital account, and decreased by distributions in reduction of partnership capital and his share of partnership losses, if charged to the capital account of the partners.

(c) No interest shall be paid on any present or future capital interest.

7. Division of Profits and Losses:

(a) The net profits or net losses of the partnership shall be distributable, or chargeable, as the case may be, to the partners in the proportion set forth below:

Name:	Proportion:
David S. Cordish	2%
John O. Simons	1%
William A. Bunnell	1%
David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties	48%
John O. Simons and Mary E. Simons, his wife, as tenants by the entireties	24%
Bunnell Associates	9%
William A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties	15%

(b) An individual income account shall be maintained for each partner to which the profits and losses shall be credited, or debited, as the case may be, as provided in Paragraph 8 below.

8. Drawings, Income Accounts:

(a) The partners shall be entitled to draw from the Partnership such amounts as may be agreed upon by two-thirds of the General Partners. The drawings of the Partners shall be charged to their respective income accounts.

(b) The net profits or net losses of the Partnership shall be determined in accordance with generally accepted accounting principles as soon as practicable after the close of each fiscal year of the Partnership. Each Partner's share of the net profits or net losses shall be credited or charged to his or its account. Each Partner shall have the right to withdraw all or part of the credit balance of his or its income account at the end of each fiscal year, unless two-thirds of the General

Partners agree to transfer to Partnership capital all or any part of the credit balance in the respective income accounts of the Partners.

(c) Except as otherwise specifically provided in this Agreement, no part of the capital of any Partner shall be withdrawn except upon the consent of two-thirds of the General Partners.

9. Front Money:

(a) In order to advance the purposes of the Partnership and to carry out the full development of its Property (and such other property as it may hereafter elect to acquire) it is necessary, from time to time, that funds be advanced to the Partnership. Such funds shall hereafter be referred to as "front money" and shall be for such purpose, advanced for such times and upon such terms as hereafter provided. As of the date of execution hereof, front moneys totaling Fifty Thousand Dollars ($50,000.00) as deposit on the purchase price on the Property had been advanced by Cordish.

(b) It is the agreement of the parties that Cordish shall be obligated to advance (or to cause third parties to advance) to the Partnership all front moneys, including funds sufficient to enable the Partnership to purchase the property and meet the terms of the Contract of Purchase in the Contract of Sale designated as Exhibit B herein. Therefore, Cordish covenants and agrees that he will advance (or cause third parties to advance) to the Partnership during the next three (3) years accounting from date hereof, as and when required (this being a cumulative obligation and undertaking) all funds necessary as front money. Regardless of the

foregoing, this covenant and obligation on the part of Cordish to advance front money for a period of three (3) years shall terminate upon the earlier to occur of: (i) the dissolution of the Partnership, or, (ii) the time at which the Partnership property has been fully and completely developed (as the intended shopping center or to such other use or purpose as the Partners may hereafter agree) and is self-sustaining, that is to say, having a fixed income from the fully developed property in an amount sufficient to meet its annual carrying costs including debt service (principal and interest payments) on its long term permanent financing; all real estate and personal property taxes and assessments and similar taxes, assessments or charges now or in future enacted and cost of premiums for fire and extended coverage insurance on Partnership Property in an amount or amounts required by applicable lenders or mortgagees of the property.

(c) All such front moneys advanced by Cordish (or by other lenders at Cordish's request) during the three (3) year period shall be in the form of a loan or loans secured by the Partnership's promissory note(s) therefor and shall carry interest on unpaid balances from date of advance to date of repayment at a rate equal to approximately one-half of one percent in excess of the prime rate, per annum, in effect at The Equitable Trust Company, from time to time. The loan(s) shall be secured by simple promissory notes executed by the Partnership. The maturity dates may not exceed three (3) years; provided, however, that if any of such notes shall mature before the expiration

of the three (3) year period referred to above and if Partnership funds are not available for distribution (as provided in paragraph 10 of this agreement) then, and in the event, Cordish shall either cause such note(s) to be appropriately extended or cause the necessary front moneys to be advanced to pay such note(s) at maturity. Nothing herein contained, however, shall be deemed to require Cordish to extend any such note(s) or to advance or provide front money beyond the three (3) year period referred to in subparagraph 9.(b) above.

(d) Front money, as the term is used herein, is defined to mean all sums needed by the Partnership in the purchase, holding, carrying and planning for the development of its Property (or such other property as may be hereafter acquired by the Partnership) and the normal cost and expense of running the Partnership business, including but not limited to, amortization and interest payments of Partnership indebtedness; insurance premiums; real estate and personal property taxes; fees paid to accountants, attorneys, architects, engineers and other employees of the Partnership.

10. Funds for Distribution; Front Money First Out:

The Partnership shall, at all times, retain adequate and reasonable reserves for working capital and for all known debts and expenses, including debt service payments, tax and assessment payments and payments for insurance premiums to be made and for other such contingencies, but no amounts shall be required to be retained for depreciation. Subject to the retention by the Partnership of such adequate and reasonable reserves,

all funds arising or realized from all of the sources listed below shall be deemed available for distribution and shall be allocated and distributed monthly or quarterly to the Partners in the percentage of their partnership interests as set forth in Paragraph 7.(a) of this Agreement; provided, however, that priority shall be given on a "first out basis" for the repayment from time to time, as funds are available, of the front moneys and accrued interest thereon (with first priority to the repayment of Fifty Thousand Dollars ($50,000.00) loaned by Cordish; the agreement and understanding of the parties being that the front moneys be repaid before any distribution to partners. The following shall be sources of funds available for distribution:

(a) All "net receipts", which shall mean the amount by which cash receipts exceed cash expenditures;

(b) Accruals derived from the ownership and operation of the Property, determined in accordance with this Agreement and standard accounting practices;

(c) Net proceeds arising from a sale or condemnation of all or any part of Partnership Property;

(d) The net amount, if any, by which the proceeds received by the Partnership from initial construction or permanent financing exceeds the cost of development and construction of the improvements so financed, or, the net amount by which the proceeds of refinancing(s) of any existing permanent mortgage debt exceeds the amount of the debt immediately before the refinancing. The term "net amount" as used in the preceding sentence meaning

that amount remaining after allowance for all costs, expenses and charges incurred in obtaining and settling such initial construction and permanent financing or refinancing(s).

(e) All other funds from any source available for distribution to Partners to the extent permitted by law.

11. Financing:

It is the agreement of the parties that Cordish shall always exert his best efforts to obtain financing and refinancing(s) whether by mortgage, deed of trust or other form or method, (including interim, construction and permanent financing) for the development of the property upon such terms as are generally available for similar investment properties from time to time. However, nothing herein contained shall be construed to impose any duty upon Cordish to obtain or provide such interim, construction or permanent financing or refinancing(s) for the Partnership. This paragraph shall not release or be deemed to relieve Cordish of his covenants and obligations to advance and secure front moneys as provided in Paragraph 9. It is further agreed that Cordish will have the right to encumber and mortgage the partnership land in obtaining said interim or permanent financing and securing said front moneys; and/or the partnership land or improvements and leases in obtaining said interim or permanent financing and securing said front moneys.

12. Management; Authority:

(a) The General Partner shall manage the Partnership and shall devote to the Partnership such time as may be reasonable required for the proper conduct of the Partnership business, for which services the General Partner shall be reimbursed for reasonable costs and expenses advanced or incurred

on Partnership business. It is specifically agreed that the Partnership will hire William A. Bunnell, Realtor, to manage the shopping center for the sum of Six Thousand Dollars ($6,000.00) per year, said fee to include both management and accountant duties of the Partnership. In addition, the Partnership shall hire William A. Bunnell to handle all leasing arrangements for the shopping center and shall pay him at the rate set forth on the Schedule attached hereto as Exhibit C for said services.

(b) The General Partner shall maintain the books of the Partnership, which at all times shall be accessible for review. In keeping such books, the General Partner shall follow accepted accounting principles and shall apply them consistently from period to period. Unless otherwise agreed by the General Partner and the Limited Partners, the books and financial statements of the Partnership shall be audited on an annual basis by a firm of independent public accountants acceptable to the General Partner and the Limited Partner.

(c) ~~Subject to the required consent of the Limited Partners as provided for in subparagraph (d) below,~~ The General Partner shall have the power and authority to operate and manage the Property, including the power and authority to make decisions and incur liabilities regarding the maintenance of the Property and its preparation for future development for investment.

(d) The General Partner may prepare plans for the development of the Property; may employ architects; may enter into operating and long-term lease agreements; may negotiate and enter into leases with Tenants; may sell, mortgage or lease or otherwise encumber the Property, in whole or in part; may borrow money on a secured or unsecured basis; may maintain and repair the Property; may refinance, amend, modify or extend any mortgage or Deed of Trust and, in connection therewith, may execute for and on behalf of the Partnership any required document; may enter into contracts and obligate the Partnership with respect to capital improvements of the Property, and, may execute and deliver on behalf of the Partnership any and all documents as may be necessary or desirable in connection with the foregoing.

13. Activities of Limited Partners: The Limited Partners shall take no part of the conduct or control of the Partnership business and shall have no right or authority to act for or by the Partnership.

14. Assignment of Interest: No partner (General or Limited) shall assign, transfer, mortgage, pledge, sell or otherwise dispose of his or its interest, in whole or in part, in and to the Partnership or its assets without the consent of two-thirds of the General Partners as follows:

(a) Limited Partners:

(1) If a Limited Partner, at any time, shall desire to dispose of his Limited Partnership interest and shall have obtained a bona fide written offer to purchase the interest, in its entirety, for cash, which offer the Limited Partner desires to accept, such interest must first be offered to the General and other Limited Partners or any person, firm or corporation which they may designate, upon the exact terms and conditions contained in the offer on the first refusal basis. Said offer must be in writing and a copy furnished to the Partners. If the General and other Limited Partners or their designee do not exercise their right to purchase the Limited Partner's interest upon the same terms and conditions within 30 days following receipt of written notice of the offer from the Limited Partner to the other Partners, then, such right of first refusal shall expire and the Limited Partner may sell its entire Limited Partnership interest to the prospective purchaser upon the terms and conditions specified in the offer, subject, however, to the provisions of paragraph 15 of this Agreement regarding substituted Limited Partners. If the Limited Partner does not consummate the sale, the other Partners shall have a continuing right of first refusal as to any subsequent sale of the interest of the Limited Partner.

(b) Limited Partners:

(1) Any Limited Partner may transfer or dispose of all or any part of his or her partnership interest during his lifetime for value or as a gift or by inter vivos trust, or, other-

wise, to or for the benefit of his or her immediate family; provided, however, that the transferor shall remain responsible for all of the obligations of himself and his transferees as a Limited Partner, arising prior or subsequent to the time of transfer. "Immediate family" is hereby defined to mean such Partner's spouse, children, grandchildren, sisters, brothers, father or mother, or sons or daughters-in-law. No such transfer shall be recognized or effective against the remaining Partners unless written notice of the terms and proportions of the transfer be given to the Partnership accompanied by a full and complete Power of Attorney, in form and content reasonably satisfactory to counsel for the Partnership, authorizing the Limited Partner so transferring part of his interest, to act as attorney-in-fact on behalf of the transferee or transferees of such subdivided interest in all matters affecting the Partnership. The transferee or transferees of such a partnership interest, including a beneficial holder for a transferee, shall hold the interest subject to all of the terms and provisions of this Agreement. A transfer may also be accomplished pursuant to paragraph 16 hereof.

(c) Division of Interest: For the purposes of sub-paragraphs (a) and (b) above, the General and Limited Partners shall exercise the right of purchase in the proportions in which they share profits and losses as set forth in paragraph 7 hereof. If a Partner does not desire to exercise his portion of the right of purchase, then his portion may be exercised, pro-rata, by the other Partners.

15. Substituted Limited Partners:

(a) As a condition to his or its admission as a substituted Limited Partner, such assignee, distributee, or successor shall execute, acknowledge and deliver to the General Partner such instruments (in form and substance reasonably satisfactory to the General Partner) as the General Partner shall deem necessary or desirable to effectuate the admission and to affirm the agreement of the person or party being admitted as a substituted Limited Partner to be bound by all of the terms and provisions of this Agreement (or as the same may have been amended) with respect to the Limited Partnership interest so acquired. Such assignee, distributee or successor shall pay all reasonable costs and expenses incurred in connection with such admission as a substituted Limited Partner, including, but not limited to, the cost of the preparation, filing and recording of any amendment of the Certificate of Limited Partnership deemed necessary or desirable by the General Partner in connection therewith.

16. Conversion of Limited Partnership Interest To General Partnership Interest: The Limited Partner (or its transferee) may, at any time, convert its Limited Partnership interest to a General Partnership interest, in which event the Limited Partner shall succeed to all of the right and responsibilities of a General Partner under this Agreement. Such conversion shall be accomplished upon at least 10 days written notice from the Limited Partner to the General Partner stating that the Limited Parther intends to convert its interest to that

of a General Partner as of a date no more than 30 days from the date of notice. Upon any conversion, the General Partner and the Limited Partner agree, that by and with the advice of Counsel, they shall take such action as may be necessary to amend this Agreement in all respects as may be necessary to constitute the same a General Partnership Agreement, and, the Partnership a General Partnership under the laws of the State of Maryland, without transfer of title to the Property or dissolution or liquidation of the Partnership. The cost and expense of the foregoing shall be borne by the Limited Partner.

17. Death of a Limited Partner: The death of a Limited Partner shall not dissolve or terminate the Partnership. Upon the death of a Limited Partner, his personal representative shall have all of the rights of the Limited Partner in the Partnership to the extent of the deceased's interest therein, subject, however, to the terms and conditions of this Agreement, and his estate shall be liable for all of his liabilities as a Limited Partner.

18. Death of a General Partner:

(a) Upon the death of a General Partner, his estate, or any person to whom he has bequeathed his Partnership interest, shall have the right to either continue as a member in the Partnership, or, to sell the decedent's interest in the Partnership to the surviving General Partner, if any. The election to continue as a member of the Partnership shall be exercised by the service of notice in writing upon the

surviving General Partner, if any, by the personal representatives or legatee within three (3) months following the granting of letters to the personal representatives of the deceased General Partner. If the personal representative or legatee elects to continue in the Partnership, the estate, or the legatee (as applicable) shall become and be a General Partner, by substitution, to the Partnership and to this Agreement. If the personal representative or legatee shall not exercise the election within three (3) months, and no later, following the date of the granting of letters, as aforesaid, they shall be deemed to have elected to sell the interest of the decedent in the Partnership to the remaining General Partner, if any. In this event the surviving General Partner, if any, shall exercise such right of purchase in the proportions in which they share profits and losses as provided in paragraph 7 of this Agreement, by signing a written notice of said election to purchase within a thirty (30) day period after obtaining the right to make said purchase election. If any surviving General Partner does not desire to exercise his portion of the optional right of purchase granted hereby, then, his portion may be exercised pro-rata, by the remaining General Partner, if any. If the surviving General Partner shall not elect to purchase the interest of a deceased General Partner, then the Limited Partner shall have the right to do so upon notice to this effect, and if neither the General Partner nor the Limited Partner elect to purchase such interest, then the Partnership shall be terminated and dissolved as provided in paragraph 23 of this Agreement.

(b) The purchase price of the deceased General Partner's interest shall be the "fair market value" of such interest which shall be determined, and payable in the manner provided in paragraph 21 of this Agreement.

19. Insanity of a General or a Limited Partner: If a General or Limited Partner shall be adjudicated to be incompetent or insane by an appropriate judicial proceeding, the right of the parties shall be as follows:

(a) The Committee of the insane General or Limited Partner shall have the right to either continue as a member of the Partnership, or, to sell the interest of the insane or incompetent partner to the remaining Partners. The election to continue as a member of the Partnership must be made by the Committee by serving written notice upon the remaining Partners within three (3) months following the Committee's judicial appointment, and no later. If the Committee elects to remain in the Partnership, it shall become and be a Partner, by substitution, to the Partnership and to this Agreement. If the Committee shall not exercise the election within such three (3) month period, and no later, following the date of their appointment, they shall be deemed to have elected to sell the interest of the insane or incompetent Partner in the Partnership to the remaining Partners.

(b) If the Committee elects to sell the interest, or, fails to elect within the time limit of three (3) months and is therefore deemed to have elected to sell, then:

(1) The remaining Partners shall exercise such rights of purchase in the proportion in which they share profits and losses as provided in paragraph 7. If any remaining Partner does not desire to exercise his portion of the option right of purchase, then, his portion may be exercised, pro-rata by the remaining Partners, by signing a written notice of said election to purchase within a thirty (30) day period after obtaining the right to make said purchase election. If the remaining Partners do not elect to purchase such interest, and if neither the General Partner nor the Limited Partner elect to purchase such interest, then the Partnership shall be terminated and dissolved as provided in paragraph 23 of this Agreement.

(c) If the remaining General Partner or the Limited Partners elect to purchase the interest of the insane or incompetent Partner, the purchase price for such interest shall be the "fair market value" which shall be determined and payable as provided in paragraph 21 of this Agreement.

20. Bankruptcy, Default, Etc.:

(a) If the interest of a General Partner or the Limited Partner be attached or taken in execution, or, if a General Partner or the Limited Partner be finally adjudicated a bankrupt or insolvent, or if a General Partner or the Limited Partner shall make an assignment for the benefit of creditors, or, if the interest of a General Partner or the Limited Partner is made subject to a charging order, then, and in any such event, the remaining Partners may elect, within thirty (30) days following such happening, to purchase the

interest of the defaulting General Partner or Limited Partner and carry on the Partnership business without interruption. If the remaining Partners elect to purchase the interest of the defaulting General Partner or Limited Partner, they shall do so by serving notice in writing to the defaulting General Partner or Limited Partner at his or its last known home address or business address within thirty (30) days following the date upon which notice of such happening shall be received by the Partnership.

(b) The remaining Partners shall exercise such right of purchase in the proportion in which they share profits and losses as provided in paragraph 7 of this Agreement. If any remaining Partner does not desire to exercise his portion of the optional right of purchase, then, his portion may be exercised, pro-rata by the remaining Partners.

(c) If the remaining General Partner or Limited Partners elect to purchase the interest of the defaulting General Partner or Limited Partner, the purchase price shall be the "fair market value" as provided and payable in paragraph 21 of this Agreement.

(d) Out of the sums due under paragraph 21 to the defaulting General Partner or Limited Partner, the remaining purchasing General Partner or Limited Partners shall first make payments to the appropriate trustee, receiver or creditor (as applicable) until the entire indebtedness of the defaulting General Partner or Limited Partner has been satisfied, any balance thereafter to be paid to the defaulting General Partner or Limited Partner.

All payments shall be made in the time and manner provided in paragraph 21.

(e) If the remaining General Partner or Limited Partner do not elect to purchase the interest of the defaulting General Partner or Limited Partner then the Partnership shall be terminated and dissolved as provided in paragraph 23 of this Agreement.

21. Fair Market Value of a Partner's Interest: For the purposes of paragraphs 18 (death), 19 (insanity or incompetency) and 20 (bankruptcy, etc.) of this Agreement, the "fair market value" of the interest of the deceased or insane General Partner or defaulting General Partner or Limited Partner, (hereafter called the "Withdrawing Partner") shall be determined as follows:(For purposes of this paragraph "Remaining Partner" means "Remaining Purchasing Partner or Partners.")

(a) Within fourteen (14) days after the effective date of the giving of the notice of an election to effect a purchase, the Withdrawing Partner, or his representative, as the case may be, and the Remaining Partners shall jointly select an appraiser or appraisers to determine the then fair market value of the Partnership Property and the determination of such jointly selected appraiser or appraisers as to the then fair market value shall be binding and conclusive upon all the parties.

(b) If the Withdrawing Partner (or his representative) and the Remaining Partners do not, or cannot, agree upon the selection of an appraiser or appraisers within four-

teen (14) days following the date of the notice of election to effect a purchase, then, within twenty-one (21) days after the effective date of such notice of election, the Withdrawing Partner (or his representative) shall appoint an appraiser and the Remaining Partners shall select a second appraiser. The two (2) appraisers so selected shall promptly select a third (3rd) appraiser within seven (7) days next following the date upon which both shall have been appointed. The three (3) appraisers shall, within fourteen (14) days after the appointment of all three (3) of them, determine the, then, fair market value of the Partnership Property as of the effective date of such event referred to in paragraphs 18, 19, or 20 of this Agreement. The decision of a majority of the appraisers shall be determinative of the fair market value of the Partnership Property for these purposes. The value of the Withdrawing Partner's interest (and therefore the purchase price) shall be the result obtained by multiplying the total fair market value of the Partnership Property by the percentage in which the Withdrawing Partner shared profits and losses as provided in paragraph 7 of this Agreement.

(b) Settlement and closing of the purchase shall be held at the principal office of the Partnership, during regular business hours, on the thirtieth (30th) day following the date upon which the appraiser or appraisers has fixed the fair market value.

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The cost of any appraisal or appraisals is to be borne by the Partnership.

(d) At closing, the Remaining General Partner, if any, or Limited Partner, as the case may be, shall pay to the Withdrawing Partner (or his representative) 25% of the total purchase price in cash and the balance of the purchase price shall be secured by the execution and delivery by the Remaining General Partner, if any, or Limited Partner, as the case may be, of a promissory note covering the balance of the purchase price. The note shall be dated as of closing and shall require the principal amount secured thereby to be paid in 5 equal annual installments accounting from date of closing together with interest at the rate of 8% per annum on unpaid balances (as the case may be from time to time), such interest payments being due and payable quarter-annually following closing. The note shall be the obligation of the purchasing partner or partners, if any, or Limited Partner, as the case may be, and privilege shall be reserved to prepay the whole or any part of the principal indebtedness secured thereby without penalty but upon payment of accrued interest to date of prepayment. The note shall further recite that the entire balance of principal and accrued interest shall immediately become due, at the option of the holder of the note, if all or any part of the principal or interest due on such note shall remain unpaid for 30 days after the date on which the same is due and payable under the terms of the note.

(e) Simultaneously with the delivery to the Withdrawing Partner (or his representative) by the Remaining General Partner, if any, or Limited Partner of the purchase price note

and the initial cash payment above provided for, the Withdrawing Partner (or his representative, as applicable) shall deliver to the Remaining General Partner, if any, or Limited Partner appropriate, duly executed instruments of transfer and assignment which shall assign and transfer good and marketable title to the Withdrawing Partner's entire partnership interest thus purchased, free and clear of any and all liens or encumbrances or rights of others therein. The Withdrawing Partner's entire Partnership interest thus transferred shall comprise all of his right, title and interest in and to the Partnership, its firm name and all assets thereof, including, but not limited to, his capital account as of the date of closing. The Withdrawing Partner's entire Partnership interest shall not be deemed to include any debts and liabilities of the Partnership to him for loans and advances (other than by way of capital contribution) made by him to the Partnership which shall be repaid by the Partnership as required by the terms of such loans and advances. Appropriate adjustments shall be made by the Certified Public Accountant of the Partnership between the Partnership and the Withdrawing Partner in the capital accounts, income and expense accounts so that the Withdrawing Partner shall have repaid to the Partnership all sums due for overdraw, advances, share of losses, loans or otherwise, and vice-versa. All adjustments, shall be made to the date of closing.

22. Termination Prior to the End of the Term: The Partnership may be terminated before the end of its term upon the consent

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of the General Partner. The Partnership shall be terminated upon sale or other dispostion of all or substantially all of the Property.

23. Procedure and Distribution on Termination:

(a) A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partners to minimize the normal losses attendant upon a liquidation. Each of the Partners shall be furnished with a statement prepared by the Partnership's then Certified Public Accountant, which shall set forth the assets and liabilities of the Partnership as at the date of complete liquidation. Upon the General Partner complying with the distribution plan set forth below, the Limited Partners shall cease to be such, and the General Partner, as the sole remaining partner of the Partnership, shall execute, acknowledge and cause to be filed a Certificate of Cancellation of the Partnership.

(b) In the event of the dissolution and termination of the Partnership, the General Partner shall proceed to liquidate the Partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

(1) To the payment of the debts and liabilities of the Partnership;

(2) To the payment of loans to the Partnership by the Partners other than amounts reflected in the Partner's income account;

(3) To the payment of the shares of undistributed profits to which the Partners shall be entitled;

(4) The balance remaining, if any, after payment in full of the parties' capital accounts shall be distributed as per their respective proportions of Partnership interest as set forth in paragraph 7 herein.

24. Assignment of Property: Cordish and John O. Simons hereby agree to convey to the Edgewater Partnership all of their right, title and interest in the Purchase Agreement attached hereto as Schedule B.

25. Guarantee Of Upset Construction Price: John O. Simons and Mary E. Simons agree to construct, or have a third party construct, and complete, in all respects, a commercial shopping center fronting 1,337.85 feet, more or less, on U. S. Route 40 East, as described more particularly in Schedule A herein, said site to contain 128,000 square feet of retail shopping space. It is further agreed that such construction shall be as follows:

(a) Performed in a good and workmanlike manner of suitable materials with all necessary equipment, utilities and installations. The design, construction and materials to be used shall generally be in conformity with the Joppatowne Plaza Shopping Center which is now in operation on Pulaski Highway and Joppa Farm Road.

(b) The work shall include paving of driveways and parking area, consisting of 36,000 square yards, at a cost which shall not exceed $180,000.00.

(c) The work shall include installation of all sewerage and water lines and facilities to the buildings at a cost not to exceed $10,000.00.

(d) The work shall include construction, including all engineering, architects' fees, surveys, plans, and builders profit of a food market of 26,000 square feet at the price of $15.00 a square foot, a drug store of 30,000 square feet at the price of $15.00 a square foot, and other stores having an aggregate area of 72,000 square feet at the price of $15.00 a square foot. The design construction and materials to be used shall all correspond and be in conformity with analogous retail construction in the aforementioned Joppatowne Plaza Shopping Center, and specifically, but in no way limited, said drug store to be constructed shall conform with the Leader Drug Store in the Joppatowne Plaza Shopping Center, and the food store shall conform with the A & P specifications in the Joppatowne Plaza Shopping Center.

(e) A suitable Building Contract shall be entered into by the owners and John O. Simons and Mary E. Simons, or their designee, as Contractor, which is in the form of the standard AIA Building Contract, which shall contain all of the standard and normal provisions, conditions, documents and requirements.

(f) John O. Simons and Mary E. Simons agree to personally, or have a third party, obtain a construction bond guaranteeing the obligations set forth in this paragraph 25, the cost of said construction bond to be borne by the Partnership. As an alternative to said construction bond, the Simonses may with the consent of the General Partners and the construction financing lender obtain a surety guarantee equivalent to a construction bond.

(g) All of the aforegoing construction, work and labor shall be fully and properly completed no later than twelve (12) months from the date of the Construction Contract concerned, in a good,

proper and workmanlike manner of suitable materials and so as to comply fully with all legal requirements and the requirement of the various business establishments who are to lease and occupy space in said shopping center. Although specific plans and specifications have not yet been prepared for said shopping center, the Contractor agrees that he is legally obligated to construct said shopping center as aforesaid and that such obligations shall be specifically enforceable in any court or courts of appropriate jurisdiction, and that this Agreement sets forth comparative standards which are sufficiently definite for determination of the nature, description, facilities and equipment of the buildings to be constructed hereunder and as to the design thereof, and the materials and workmanship to be incorporated therein.

In the event the costs specified under this paragraph, sub-paragraphs (b), (c), and (d), are exceeded, all excessive expenditures, if any, shall be borne solely by John O. Simons and Mary E. Simons, and not by the Partnership. In the event the work required under this paragraph shall be performed at a cost less than is provided in sub-paragraphs (b), (c) and (d), then said savings shall accrue fifty percent (50%) to John O. Simons and Mary E. Simons, or their designee, and fifty percent (50%) to the Partnership.

26. Withdrawal by Partners: No General Partner nor the Limited Partner may withdraw from the Partnership without the required consent of the General Partners as required by paragraph 12.

27. Decisions by General Partners: In any action requiring the approval of the General Partners it shall be sufficient to bind the Partnership, and to take any action authorized herein, if said action is approved by a majority vote of the Genral Partners. For purposes of this paragraph, and for purposes of determining the voting rights only as between the General Partners, each General Partner shall be entitled to cast one (1) vote for each per cent of ownership in the Partnership set forth opposite his name in Paragraph 7.

28. Bank Accounts:

(a) All funds of the Partnership are to be deposited in the Partnership name, in such bank account or accounts as shall be designated by the General Partner.

(b) Withdrawal from any such bank account or accounts shall be made upon such signature or signatures as the General Partner may designate.

29. Notices:

(a) All notices given to the Partnership shall be given in writing by registered or certified mail, addressed to the Partnership at 1501 Charmuth Road, Baltimore County, Maryland, 21093.

(b) All notices given to the Partners shall be given in writing by registered or certified mail, to the address set forth in Paragraph 4 hereof, or to such other address as the Partners may hereafter designate in writing.

30. Arbitration: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules, then prevailing, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

31. Maryland Law: It is the intention of the parties hereto that all questions with regard to the construction of this Agreement, and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Maryland.

32. Definitions: In construction of this Agreement, words used in the singular shall include the plural, and the plural the singular, and words used in the masculine gender shall include the feminine and neuter, and vice-versa, in all cases where such meanings would be appropriate.

33. Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

34. Counterparts: This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

IN WITNESS WHEREOF the parties hereto have hereunto properly executed this document as of the date appearing below.

ATTEST:

GENERAL PARTNERS:

	1-24-72 Date	DAVID S. CORDISH (SEAL)
	1-24-72 Date	JOHN O. SIMONS (SEAL)
	3-22-72 Date	WILLIAM A. BUNNELL (SEAL)

LIMITED PARTNERS:

	1-24-72 Date	DAVID S. CORDISH (SEAL)
	1-24-72 Date	PENELOPE CORDISH (SEAL)
	1-24-72 Date	JOHN O. SIMONS (SEAL)
	1-24-72 Date	MARY E. SIMONS (SEAL)
	3-22-72 Date	WILLIAM A. BUNNELL (SEAL)
	3-22-72 Date	MAXINE BUNNELL (SEAL)
	3-22-72 Date	BUNNELL ASSOCIATES, a Partnership By William A. Bunnell General Partner

State of Maryland, County of Baltimore: To Wit:

I Hereby Certify that, on this 25th day of April, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Baltimore aforesaid, personally appeared David S. Cordish, John O. Simons, William A. Bunnell, Penelope Cordish, Mary E. Simons and Maxine Bunnell, and they acknowledged the foregoing Limited Partnership Agreement, each in all of the several capacities as therein indicated, to be their act.

As Witness my hand and Notarial Seal.

Gloria M. Taylor

NOTARY PUBLIC

My Commission expires July 1, 1974.

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Exhibit "B" Limited Partnership Agreement

BOOK 915 PAGE 142

Edgewater Partnership

CONTRACT OF SALE — Form 19.

THIS AGREEMENT, Made this 24th day of January nineteen hundred and seventy-two, between Edgewater Village Company, a General Partnership, hereinafter called Vendor, party

of the first part and David S. Cordish and John O. Simons, hereinafter called Vendee, parties

of the second part.

Witnesseth, that the said party of the first part does hereby bargain and sell unto the said parties of the second part, and the latter doth hereby purchase from the former, the following described property, situate and lying in the First Election District, Harford County, Maryland, and as more particularly described in the metes and bounds description prepared by Matz, Childs & Associates, Inc., a copy of which is attached hereto and made a part hereof. Vendor represents and warrants that these premises are zoned B3 for commercial use and may be developed with a shopping center containing such square footage as allowed by The Harford County Building Code, and that building permits for a shopping center containing such square footage will be obtained, provided vendees preliminary or final plans are submitted in compliance with the Harford County Building Code. Vendor shall construct the proposed Gateway Drive with paving, curbs, and gutters but not sidewalks from Pulaski Highway to the rear line of these premises at the location as shown on survey by Matz, Childs & Assoc., Inc. dated January 3, 1972 in accordance with plans and specifications which meet all requirements for dedication and acceptance of the public streets of Harford County, other than sidewalks, same to be completed within six months from date of ~~xxxxxxxxxxxxxxxxx~~ settlement; and in addition vendor will install or cause ~~Dollars~~ to be installed public water and sewer as required by Harford County along Pulaski Highway in ~~xxxwhich~~ front of these premises to serve the proposed shopping center, same to ~~Dollars~~ be completed within six months from date of settlement; at and for the price of Three Hundred Fifty Thousand ($350,000.00) Dollars, of which Fifty Thousand ($50,000.00) Dollars, have been paid prior to the signing hereof and the balance to be paid as follows: the balance of Three Hundred Thousand ($300,000.00) Dollars in cash at time of settlement, which shall be held within six months from the date hereof at the offices of The Title Guarantee Company of Maryland.

And upon payment as above of the unpaid purchase money, a Deed for the property shall be executed at the Vendee's expense by the Vendor, which shall convey the property by a good and merchantable title to the Vendee, except exceptions to title as shown in title polic~~ies~~ y not attached hereto and made a part hereof.

Taxes,

to be paid or allowed for by the Vendor to date of ~~xnineteen hundred and~~ settlement.

Time is the essence of this contract. Cost of all documentary stamps, recordation taxes and transfer taxes shall be divided equally between the parties hereto. It is agreed the deed conveying these premises is to contain restrictions running with the land prohibiting the use of these premises for a gasoline service station or a bowling alley.

Witness our hands and seals.

TEST:

Henry M. Decker Jr. .... [SEAL]
Leon J. Panitz, General Partner

Henry M. Decker Jr. .... [SEAL]
C. Gordon Gilbert, General Partner

.... [SEAL]
David S. Cordish

.... [SEAL]
John O. Simons

... to both

MCA
MATZ, CHILDS & ASSOCIATES, INC.
CONSULTING ENGINEERS
1020 Cromwell Bridge Rd., Baltimore, Md. 21204, Tel. 301/823-0900

Lester Matz
John C. Childs
Associates
Ronald W. Broyles
George W. Bushby
Robert W. Czaban
Edmund F. Halle
Norman F. Herrmann
Paul Lee
Fred F. Mirmiran
Wilson F. Outen
Paul S. Smeton

DESCRIPTION

15.0576 ACRE PARCEL, SOUTH SIDE OF PULASKI HIGHWAY, EAST SIDE OF GATEWAY ROAD, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

Beginning for the same at the northeast end of the gusset line connecting the south side of Pulaski Highway (U.S. Route 40), 150 feet wide, with the east side of Gateway Road, as now proposed 60 feet wide, said point also being located in the last line of the land described in the deed from C. Gordon Gilbert and wife to Edgewater Village Company, dated April 17, 1970 and recorded among the Land Records of Harford County in Liber G.R.G. 842, page 169, said point being distant S 78° 33' 40" W 675.92 feet from the beginning point of the land described in said deed, running thence binding on a part of said last line, (1) N 78° 33' 40" E 675.92 feet, thence binding on a part of the last line of the land described in the deed from Stancills, Inc. to The Robinson Clay Products Co., Inc., dated April 1, 1948 and recorded among the aforementioned Land Records in Liber G.R.G. 314, page 152, (2) N 78° 33' 40" E 661.92 feet, thence two courses: (3) S 11° 26' 20" E 150.00 feet, and (4) N 78° 33' 40" E 227.89 feet to a point on the southwest side of Tree Top Drive, as shown on the Amended Plat of Edgewater Village, Section 1, Plat, 1, as recorded among said

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MATZ, CHILDS & ASSOCIATES, INC.

Land Records in Plat Book H.D.C. 23, page 100, thence binding on said southwest side of Tree Top Drive, two courses: (5) southeasterly, by a curve to the left, with a radius of 324.50 feet, the distance of 190.92 feet, the chord of said arc being S 46° 17' 27" E 188.18 feet, and (6) S 63° 08' 45" E 154.23 feet, thence (7) S78° 33' 40" W 465.36 feet, to a point on the fifth line of the land described in said first mentioned deed, thence binding reversely on a part of said fifth line, (8) S 11° 50' 52" E 102.00 feet, thence (9) S 78° 33' 40" W 424.35 feet, to a point on the third line of the land described in said first mentioned deed, thence binding reversely on a part of said third line and on the second line of said land, two courses: (10) N 11° 57' 00" W 102.00 feet, and (11) S 78° 33' 40" W 224.90 feet, thence (12) S 78° 33' 40" W 591.01 feet, to a point on the northeast side of Gateway Road, herein referred to, thence binding on said northeast and east sides of Gateway Road, two courses: (13) northwesterly, by a curve to the right, with a radius of 350.00 feet, the distance of 276.32 feet, the chord of said arc being N 34° 03' 23" W 269.20 feet, and (14) N 11° 26' 20" W 136.50 feet, thence binding on the aforementioned gusset line connecting the south side of Pulaski Highway with the east side of said Gateway Road (15) N 33° 33' 40" E 21.21 feet to the place of beginning.

Containing 15.0576 acres of land.

HGW:ejq J.O. #69153-C

MCA
MATZ, CHILDS & ASSOCIATES, INC.
CONSULTING ENGINEERS
1020 Cromwell Bridge Rd., Baltimore, Md. 21204, Tel. 301/823-0900

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Water Supply ■ Sewerage ● Drainage ▶ Highways ■ Structures ● Developments ▶ Planning ■ Reports

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Containing 15.0576 acres of land.

HGW:ejq

J.O. #69153-C

EXHIBIT "C"

To be attached to and form a part of Limited Partnership Agreement of Edgewater Partnership, a Limited Partnership, as set forth in paragraph 12. (a) thereof.

The following commission schedule shall be followed in determining the payment due to William H. Bunnell for his services as exclusive real estate broker handling all leasing arrangements for the shopping center of Edgewater Partnership:

(1) Three percent of the gross rental for the first lease year, two percent for each of the second and third lease years, one and one-half percent for each of the fourth and fifth lease years, and one percent for each year thereafter of the initial or original term and for all renewals and extensions thereof.

(2) Gross rental shall be calculated as the average annual gross rental consideration, including all taxes, ground rents, and/or ground leases, common area maintenance charges, insurance premiums and all other sums, however designated, if paid by the tenant.

(3) Commissions for the initial or original firm term of a lease shall be due and payable from first rent received from each respective tenant. Commissions for renewal or extensions of the original term shall be due and payable at and for each such renewal or extension.

(4) Should the lease provide for additional rents based on the amount of business done or on gross receipts or gross sales of the tenant, there shall be due and payable commissions on such additional rents, when and as due from the tenant, in accordance with the above schedule, for the period for which said rents are earned.

(5) A commission of three percent of the gross sale consideration including all encumbrances shall be paid in the event of the sale of any part or all of the property of Edgewater Partnership, at time of settlement, to said William H. Bunnell as exclusive real estate broker.

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RICHARD HARFORD
CO. MO. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

BOOK 915 PAGE 147

/7/73 Mailed to: Real Estate Title Co., Keyser Bldg., Balto.Md.

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BRENTWOOD SQUARE LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

I. The name of the Limited Partnership is Brentwood Square Limited Partnership, (hereinafter referred to as the "Limited Partnership.")

II. The character of the business of the Limited Partnership is the ownership of certain land in Aberdeen, Harford County, Maryland, and the erection thereon and operation of condominiums, townhouses or apartments for sale or lease.

III. The location of the principal place of business of the Limited Partnership is 1101 St. Paul Street, Baltimore, Maryland 21202.

IV. The name and place of residence of each member are as follows:

(a) Joel Y. Zenitz, 1101 St. Paul Street, Baltimore, Maryland 21202; Alvin E. Greenfeld, 1101 St. Paul Street, Baltimore, Maryland 21202; General Partners.

(b) Judith Greenfeld, 1101 St. Paul Street, Baltimore, Maryland 21202; Limited Partner

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PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
BALTIMORE, MARYLAND 21201

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V. The term for which the Limited Partnership is to exist is until September 1, 2020, unless sooner terminated in accordance with the provisions of the Limited Partnership Agreement.

VI. The amount of cash contributed by the Limited Partner is as follows: Judith Greenfeld, One ($1.00) Dollar.

VII. The Limited Partner has made no agreement to make additional cash contributions.

VIII. The contribution of the Limited Partner shall be returned as agreed upon, from time to time.

IX. The Limited Partner shall receive twenty five (25%) per cent of the profits or losses of the Limited Partnership by reason of his contribution.

X. The Limited Partner hasthe limited right to substitute an assignee as contributor in his place on the same terms and conditions as he holds his interest at any time, subject to the consent of the General Partners.

XI. Additional Limited Partners may be admitted to the Limited Partnership at the discretion of the General Partners.

XII. There is no provision in the Limited Partnership

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ATTORNEYS AT LAW
BALTIMORE, MARYLAND 21201

Agreement as to any priority of any kind among Limited Partners.

XIII. The remaining General Partner does not have the right to continue the business upon the death, retirement or insanity of the other General Partner.

XIV. The management and control of the business and affairs of the Partnership shall rest exclusively with the General Partners.

XV. The Limited Partner has no right to demand and receive property other than cash in return for his contribution.

XVI. The Partnership Agreement provides for a Power of Attorney in the General Partners to execute and file this Certificate and any amendments thereto.

IN WITNESS WHEREOF, the partners of Brentwood Square Limited Partnership have executed this Certificate of Limited Partnership this 31st day of JANUARY, 1973.

BRENTWOOD SQUARE LIMITED PARTNERSHIP

GENERAL PARTNERS.

WITNESS:

John C. Beers

JOHN C. BEERS

Joel Y. Zenitz

Joel Y. Zenitz

FEDDER AND GARTEN
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
BALTIMORE, MARYLAND 21201

WITNESS:

John C. Beers
JOHN C. BEERS

Alvin E. Greenfeld
Alvin E. Greenfeld

STATE OF MARYLAND
ss:
CITY OF BALTIMORE

I HEREBY CERTIFY that on this 31st day of JANUARY, 1973, before me, the subscriber, a Notary Public of the State and City aforesaid, personally appeared JOEL Y. ZENITZ and ALVIN E. GREENFELD, General Partners, in the foregoing instrument, who made oath in due form of law that they executed the foregoing on behalf of themselves and the Limited Partner for the purposes therein contained.

WITNESS my hand and Notarial Seal.

John C. Beers
Notary Public JOHN C. BEERS

My commission expires:
July 1, 1974

JOHN C. BEERS
NOTARY PUBLIC
BALTIMORE, MD.

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Landis HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT. CLERK

FEDDER AND GARTEN
PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
BALTIMORE, MARYLAND 21201

THIS CERTIFICATE is made and entered into as of the 19th day of December, 1972 by and among the undersigned parties.

WITNESSETH:

WHEREAS, the parties hereto have formed a limited partnership, known as FRIENDSHIP ASSOCIATES LIMITED PARTNERSHIP (the "Partnership"), pursuant to the laws of the State of Maryland.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree, and do hereby certify, that:

I. The name of the partnership is FRIENDSHIP ASSOCIATES LIMITED PARTNERSHIP.

II. The business of the Partnership shall consist of (i) acquiring and owning certain undeveloped real property (hereinafter sometimes referred to as the "Land") located in Harford County, Maryland, containing approximately 10.49 acres, and being more particularly described in Exhibit B attached hereto and incorporated herein by reference; (ii) holding the land as an investment, and (iii) carrying on any and all activities related thereto.

III. The principal office and place of business of the Partnership shall be located at the Land in Harford County, Maryland. In addition, the Partnership shall also have an office c/o General Partner, Land Development Associates of Baltimore, Inc., 660 Kenilworth Drive, Towson, Maryland 21204. The Partnership may have such other or additional offices as the general partner, in its sole discretion, shall deem advisable.

IV. The name and address of each partner is shown on Exhibit A attached hereto and incorporated by reference herein. The general partner, in its capacity as general partner, shall have the right, power and authority (without regard to the term of the Partnership), acting for and on behalf of the Partnership, to lease, sell, mortgage, convey,

refinance, grant easements on or dedicate the property (or any part thereof) of the Partnership, to borrow money and execute promissory notes, to secure the same by mortgage (which term "mortgage" is hereby defined for all purposes of this Certificate to include deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts, and similar security agreements) upon such Partnership property, to renew or extend any and all such loans or notes, to convey such Partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the Partnership. In no event shall any party dealing with such general partner with respect to any property of the Partnership, or to whom any such property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced by such general partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of the Limited Partnership Agreement of Friendship Associates Limited Partnership (incorporated herein by reference and hereinafter referred to as the "Agreement") have been complied with, or be obligated to inquire into the necessity or expediency of any act or action of such general partner, to be obligated or privileged to inquire into any of the terms of the Agreement, and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by such general partner with respect to any property of the Partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the Partnership was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of the Agreement and is binding upon the Partnership and all of the parties thereof, and (iii) such general partner was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

V. The term of the Partnership commenced as of the date hereof; and it shall continue until December 31, 1978, and thereafter from year to year, unless otherwise terminated in accordance with the provisions of the Agreement.

LIBER 1 PAGE 326

VI. The amount of cash to be contributed to the capital of the Partnership by each limited partner is shown on Exhibit A.

VII. A. Of the total amount of cash to be contributed to the capital of the Partnership by each limited partner as shown on Exhibit A hereto and as referred to in paragraph VI above, each limited partner has, as of the date hereof, contributed in cash to the capital of the Partnership an amount equal to Eight Hundred Dollars ($800.00) for each three and one third percent (3-1/3%) of limited partnership interest (or a proportionate sum for a greater or lesser percentage of partnership interest) owned by such limited partner. The balance of such cash required to be contributed to the capital of the Partnership by the limited partners is required to be contributed in accordance with the following schedule, to wit. On or before March 1st of 1973 and February 15th of 1974, each limited partner is required to contribute to the capital of the Partnership, in cash, the sum of Eight Hundred Dollars ($800.00) and on or before February 15th of 1975, 1976, 1977, and 1978, each limited partner is required to contribute to the capital of the partnership, in cash, the sum of Seven Hundred Dollars ($700.00) for each three and one-third percent (3-1/3%) of limited partnership interest (or a proportionate sum for any greater or lesser percentage of partnership interest) owned by such limited partner. The amount of cash shown opposite the name of each limited partner on Exhibit A represents the total amount of cash or property required at any time to be contributed to the capital of the Partnership by such limited partner; and no limited partner (in his capacity as a limited partner) shall be required to make any additional contribution to the capital of the Partnership beyond the amount set forth opposite such limited partner's name on Exhibit A.

B. If any limited partner defaults in paying all or any portion of any required additional capital contribution or contributions specified in Paragraph VII (A) above, and if said default continues for fifteen (15) days without being cured, the general partners shall have the option, in their sole discretion, to: (i) cause the Partnership to sue the defaulting limited partner for his entire unpaid required additional capital contribution, together with interest and costs applicable to such suit, or (ii) to cause a forfeiture of such limited partner's entire limited partnership interest. If such forfeiture is declared, the capital contributions made by such defaulting limited partner to the date of such

default shall inure to the benefit of the Partnership. In such event, the general partners may, in their sole discretion, (i) assume the defaulting limited partner's obligation to make the remaining additional capital contributions in respect of such interest, in which case the general partners will become substituted limited partners in respect of such interest, or (ii) admit a substituted limited partner other than themselves if such limited partner assumes the defaulting limited partner's obligation to make all remaining additional capital contributions due in respect of such interest, and so long as such assumption shall not constitute a violation of the Securities Act of 1933. Notwithstanding the forfeiture of the entire limited partnership interest of any such defaulting limited partner, such remaining limited partner shall remain and continue to be personally liable for any unpaid portion or all of such required additional capital contribution unless and until such amount is actually paid in to the Partnership by the limited partner substituted for such defaulting limited partner.

VIII. The capital account of any limited partner, properly adjusted to reflect his distributive share of partnership profits and losses and distributions by the Partnership to him, shall be returned to him upon ninety (90) days' written notice by such limited partner to all other partners on or after December 31, 1978, provided the assets of the Partnership are then sufficient to cover all of its liabilities, including liabilities to partners in respect of their capital accounts.

IX. A. After the Net Cash Investment (as defined in the Agreement) of all limited partners has been repaid in full, the share of profits or other compensation by way of income which each limited partner shall receive by reason of such limited partner's contribution shall be the same percentage of the net profits of the Partnership as the percentage of partnership interest shown opposite such partner's name on Exhibit A.

B. The aggregate of all profits of the Partnership and all of the net proceeds from the sale or other disposition of any part or all of the the Partnership property, available for distribution to partners in respect of their partnership interest, shall first be distributed to all limited partners (pro rata, in proportion to their respective percentages of partnership interest) in reimbursement of their Net Cash Investment (as defined in the Agreement) in the Partnership, and, thereafter, any remaining amount thereof shall be distributed to all partners, pro rata, in proportion to their respective percentages of partnership interest.

X. The general partnership interest of the general partner is non-assignable. Each limited partner may assign his limited partnership interest (including his right to receive a share of the profits or other compensation by way of income and a return of his capital account); provided, however, the assignee shall not become a substituted limited partner of the Partnership unless (i) the assigning limited partner so provides in the instrument of assignment, (ii) the assignee agrees in writing to be bound by the provisions of the Agreement and of this Certificate; (iii) the general partner so consents in writing; and (iv) the assignee pays to the Partnership a fee of One Hundred Dollars ($100.00) to cover the costs and expenses of preparation, execution and recordation of an amendment to this Certificate to be signed and sworn to by it, by each of the limited partners, by the assigning limited partner, and by the assignee. Each limited partner hereby constitutes and appoints the general partner, as true and lawful attorney-in-fact of such limited partner, in such limited partner's name and behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner or to reflect:

(i) a change in the name of the Partnership or in the amount or character of the contribution of any limited partner (including a change by reason of the return to any limited partner of all or any part of his capital account);

(ii) the admission of an additional limited partner in accordance with the provisions of paragraph XI hereof or by unanimous agreement of all partners;

(iii) the admission of a general partner by unanimous agreement of all partners;

(iv) a change in the character of the business of the Partnership;

(v) the correction or clarification of any incorrect statement in this Certificate (or any amendment hereof);

(vi) a change in the time stated in this Certificate (or any amendment hereof) for the end of the term of the Partnership or for the return of the capital account of any limited partner; or

(vii) any other change or modification of this Certificate (or any amendment hereof) made in order to represent accurately the agreement among the partners, such power

of attorney being irrevocable so long as the general partner remains a general partner of the Partnership

XI. No right is reserved to admit additional limited partners to the Partnership except in the following situations:

(a) The general partner has the right, in its sole discretion, to admit additional limited partners to the Partnership on the same terms and conditions as the present limited partners, provided that the partnership interests of the additional limited partners so admitted shall be deducted from the partnership interest of the general partner and shall not reduce the partnership interests of the limited partners;

(b) In the event any limited partner defaults in his obligation to contribute to the capital of the Partnership the entire amount which such limited partner is required to contribute, and the general partner exercises its option, set forth in paragraph VII B above, to purchase (or cause to be purchased by another party) the limited partnership interest of the defaulting limited partner, then the party (including the general partner) who purchases such defaulting partner's limited partnership interest shall become a substituted limited partner of the Partnership to the extent of such defaulting partner's partnership interest;

(c) By unanimous agreement of all partners; and

(d) In the event of the assignment by a limited partner of all or any part of his limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in Paragraph X hereof.

XII. No limited partner shall have priority over any other limited partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution.

XIII. No partner shall have the right to continue the Partnership and its business on the retirement, dissolution, liquidation or adjudication of bankruptcy or insolvency of the general partner except insofar as may be necessary to the liquidation and winding up of the affairs of the Partnership.

XIV. No limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account. His demand for the return of his capital account, if otherwise proper under the terms of paragraph VIII hereof, shall be for cash only.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and seals as of the day and year first above written.

GENERAL PARTNER:

ATTEST:

LAND DEVELOPMENT ASSOCIATES of BALTIMORE, INC.

Elizabeth A. Foster
Elizabeth A. Foster, Secretary

By C. Dennis Webster
C. Dennis Webster, President

[Corporate Seal]

LIMITED PARTNERS:

[Each limited partner has hereunto affixed his signature and seal by means of a separate Certification and Signature Page duly executed by such limited partner and annexed to the original copy of this Certificate, which original copy has been filed with the Clerk of the Circuit Court of Harford County, Maryland.]

State of Maryland)
County of Montgomery) ss:
)

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date C. DENNIS WEBSTER, personally well known (or satisfactorily proven) to me to be the President of LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., a Maryland Corporation, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, executed the foregoing and annexed Instrument, in the name and on behalf of said Corporation, as its free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 9th day of March, 1973.

Maryann R. Simmons
Notary Public

[Seal]

My commission expires: 7-1-74

December 19, 1972

EXHIBIT "A"
FRIENDSHIP ASSOCIATES LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNER		
Land Development Associates of Baltimore, Inc. 660 Kenilworth Drive, Suite 217 Towson, Maryland 21204	-0-	20%
LIMITED PARTNERS		
Land Development Associates of Baltimore, Inc. as Attorney-in-Fact for all Limited Partners.	$124,800.00	80%
TOTALS:	$124,800.00	100%

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H. DOUGLAS CHILCOAT.
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LIBER 1 PAGE 332

BOOK 920 PAGE 985

4/11/73 Mailed to: Title Guarantee Co., St. Paul & Lexington Sts., Balto. Md.

BOOK 921 PAGE 1046

10628

CERTIFICATE OF LIMITED PARTNERSHIP

OF

GREENBRIER ASSOCIATES I

We, the undersigned, desiring to form a limited partnership pursuant to Article 73 of the Annotated Code of Maryland, do hereby certify as follows:

I. The name of the partnership is Greenbrier Associates I.

II. The character of the partnership business is to acquire and hold property located in Harford County, Maryland, to construct apartment dwellings thereon, and to hold, improve, maintain, operate, lease, mortgage and dispose of such property.

III. The location of the principal place of business of the partnership is 805 Lannerton Road, Baltimore, Maryland 21220

IV. The names and residence of the General Partner and each Limited Partner is as follows:

General Partner	Address
Universal Housing and Development Company	6917 Collins Avenue Miami Beach, Florida
Limited Partner	**Address**
Melvin R. Colvin	6920 Donachie Road Baltimore, Maryland 21212

V. The term for which the limited partnership is to exist is from December 1, 1972, until December 31, 2075, unless sooner terminated by:

(a) Prior written notice of at least one (1) month given by the General Partner or Partners, and a majority in interest of the Limited Partners, to the Limited Partners of the dissolution of the partnership; or

(b) A sale by the partnership of all or substantially all of its interest in the property; or

(c) In the event of the filing of a voluntary or involuntary petition in bankruptcy or assignment for the benefit of creditors by or for the partner-

ship or the General Partner, and same is not dismissed within one hundred twenty (120) days.

VI. The amount of cash and/or other property to be contributed by the Limited Partner is as follows:

Melvin R. Colvin $ 100.00

VII. No additional contributions have been agreed to be made by the Limited Partners.

VIII. No provision has been made for the return of capital contributions to the Limited Partners. Such amounts as may be available after payment of creditors shall, upon the expiration of the term of the partnership, or its earlier termination, be distributed to the General Partner and to the Limited Partners in accordance with their respective percentage interest in the partnership.

IX. The Limited Partner shall receive one per cent (1%) of partnership profits or other compensation by way of income.

X. The Limited Partner is not given the right to substitute an assignee as a contributor in his place.

XI. The Partners are not given the right to admit additional Limited Partners.

XII. No Limited Partner has priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The Limited Partner is given the right to continue the partnership business upon the dissolution or bankruptcy of the General Partner.

XIV. No Limited Partner is given the right to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties hereto have signed and sealed

LIBER 1 PAGE 334

BOOK 931 PAGE 1047

this Certificate as of the 1st day of December, 1972.

WITNESS:

UNIVERSAL HOUSING AND DEVELOPMENT COMPANY

BY: Melvin R. Colvin

Mark D. Dopkin

Melvin R. Colvin, Executive Vice-President

General Partner

Mark D. Dopkin

Melvin R. Colvin (SEAL)

Limited Partner

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 1st day of DECEMBER, 1972, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared MELVIN R. COLVIN, Executive Vice-President of Universal Housing and Development Company, a Massachusetts Business Trust, General Partner, and he made oath in due form of law that the foregoing Certificate was the act and deed of said Business Trust.

Mark D. Dopkin Notary Public

My Commission Expires July 1, 1974.

STATE OF MARYLAND, CITY OF BALTIMORE, To Wit:

I HEREBY CERTIFY that on this 1st day of DECEMBER, 1972, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared MELVIN R. COLVIN, Limited Partner, known to me (or satisfactorily proven) to be the person whose name he subscribed to the within Certificate and acknowledged that he executed the same for the purposes therein contained.

Mark D. Dopkin Notary Public

My Commission Expires July 1, 1974.

RECEIVED FOR RECORD & RECORDED IN LIBER No. 921 FOLIO 1048 ONE OF THE LAND RECORDS OF HARFORD CO., MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

10 05 AM '73

4/18/73 Mailed to: George W. White, W. Chesa., Ave., Towson, Md.

FIRST AMENDMENT
CERTIFICATE OF LIMITED PARTNERSHIP

√ √ ABERDEEN MALL EQUITIES
LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership, pursuant to the provisions of the Maryland Uniform Limited Partnership Act, Article 75 Annotated Code of Maryland, §1, et. seq., certify as follows:

The Certificate of Limited Partnership was duly recorded on March 7, 1972, in Harford County, as No. 892, Folio 787, as Liber 892, page 787.

The Parties desire to restate the Certificate of Limited Partnership, as amended:

I. The name of the Partnership is ABERDEEN MALL EQUITIES Limited Partnership.

II. The character of the business of the partnership is:

(a) To acquire for investment a tract of land containing fourteen (14) acres, more or less located in Aberdeen, Harford County, Maryland; described as shown on Exhibit A, and further, for investment purposes, to construct thereon various improvements.

(b) To own, operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such

improvements, the ownership and the operation thereof, and the utilization and realization upon all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the Partnership is 305 West Chesapeake Avenue, Towson, Maryland.

IV. (a) The name and address of the General Partners are:

George W. White, Jr.
Box 254, Northcliff Road
Glenarm, Maryland 21057

Randall C. White
3 Saint Elmo Court
Cockeysville, Maryland 21030

George W. Johnson
3423 Ripple Road
Baltimore, Maryland 21207

(b) The names and addresses of the Limited Partners are:

George W. White, Jr.
Box 254, Northcliff Road
Glenarm, Maryland 21057

Randall C. White
3 Saint Elmo Court
Cockeysville, Maryland 21030

George W. Johnson and Hazel M. Johnson,
as Tenants by the Entireties
3423 Ripple Road
Baltimore, Maryland 21207

Commercial & Industrial Properties, Inc.
305 West Chesapeake Avenue
Towson, Maryland 21204

Aberdeen Investors
c/o Donald J. Resnick
Hillview Road, R.D. #2
Malvern, Pennsylvania 19355

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2023, unless sooner terminated by:

(a) The disposition of all of the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election by 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partners shall contribute Two Hundred Thousand One Hundred Dollars ($200,085.00) as their initial contribution of the Partnership, as follows:

Name	Contribution
George W. White, Jr.	$ 32.00
Randall C. White	$ 16.00
George W. Johnson and Hazel M. Johnson, as Tenants by the Entireties	$ 32.00
Commercial & Industrial Properties, Inc.	$ 5.00
Aberdeen Investors	$200,000.00

VII. Limited Partners subsequently admitted, if any, shall make additional contributions to the capital of the Partnership in cash or in property in proportion to each Limited Partner's participation percentage as set forth in Item IX below and as may be agreed upon when they are admitted. Contributions in property may consist of such property as may be acceptable to the General Partners at a value to be determined by the General Partner.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital

may be returned to the Partners in the form of net cash receipts distributed to them. Aberdeen Investors, as Special Limited Partner, has priority rights to net cash receipts.

IX. The share of the profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

George W. White, Jr.	-	28%
Randall C. White	-	14%
George W. Johnson and Hazel M. Johnson as Tenants by the Entireties	-	28%
Commercial & Industrial Properties, Inc.	-	5%
Aberdeen Investors	-	20%

Aberdeen Investors has a priority right to net cash receipts. Other Limited Partners, if any, shall have such partnership percentages as may be agreed upon by the General Partners at the time such limited partners are admitted.

X. Any partner shall have the right to assign, encumber, or otherwise dispose of his interest in the partnership subject to the required notice, the consent of the General Partners, the option of the partnership to purchase such interest, and the restrictions as to sale price and method of payment as set forth in the agreement.

XI. The General Partners have the right to admit additional Limited Partners.

XII. Aberdeen Investors, as Special Limited Partners, is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution, but a return of his contribution is not guaranteed.

XV. Each Limited Partner, with the intent to be legally bound, irrevocably constitutes and appoints the General Partners of said Partnership or any of them his true and lawful attorney, in his name, place and stead, to make, execute, swear to, acknowledge and file:

(a) A Certificate of Limited Partnership under the laws of the State of Maryland;

(b) Any certificate or other instruments which may be required to be filed by the Partnership under the laws of any state, or which the General Partners shall deem it advisable to file;

(c) Any and all amendments or modifications of the instruments described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership.

It is expressly understood and intended by the undersigned that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of

BOOK 922 PAGE 947

an assignment by the undersigned of the whole or any portion of the limited partnership interest of the undersigned.

GENERAL PARTNERS:

APR 2 1973

George W. White, Jr.

Randall C. White

George W. Johnson

LIMITED PARTNERS:

George W. White, Jr.

Randall C. White

George W. Johnson

and

Hazel M. Johnson, as
Tenants by the Entireties

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By: _____
President

Secretary

ABERDEEN INVESTORS, a Pennsylvania
Limited Partnership

Witness:

By: _____
General Partner

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE:

On the 30TH day of MARCH, 1973, before me, the undersigned officer, personally appeared George W. White, Jr., known to me to be person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and offic[illegible]

NOTARY PUBLIC

ELLEN M. HOFF NOTARY PUBLIC BALTIMORE, CO., MD.

My Commission Expires:
July 1, 1974

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE:

On the 30TH day of MARCH, 1973, before me, the undersigned officer, personally appeared Randall C. White, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and offi[illegible] seal.

NOTARY PUBLIC

ELLEN M. HOFF NOTARY PUBLIC BALTIMORE, CO., MD.

My Commission Expires:
July 1, 1974

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE :

On the 30TH day of MARCH, 1973, before me, the undersigned officer, personally appeared George W. Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

ELLEN M. HOFF NOTARY PUBLIC BALTIMORE, CO., MD.

My Commission Expires:
July 1, 1974

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE :

On the 30TH day of MARCH, 1973, before me, the undersigned officer, personally appeared Hazel M. Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC

ELLEN M. HOFF NOTARY PUBLIC BALTIMORE, CO., MD.

My Commission Expires:
July 1, 1974

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE :

On the 30TH day of MARCH, 1973, before me, the undersigned officer, personally appeared George W. White, Jr., who acknowledged himself to be the President of COMMERCIAL & INDUSTRIAL PROPERTIES, INC., a Corporation, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ellen M. Hoff
NOTARY PUBLIC

ELLEN M. HOFF NOTARY PUBLIC BALTIMORE CO., MD.

My Commission Expires:
JULY 1, 1974

STATE OF PENNSYLVANIA :
ss
COUNTY OF :

On the 2nd day of April, 1973, before me, the undersigned general partner, personally appeared Lawrence Shannon who acknowledged himself to be a General Partner of ABERDEEN INVESTORS, a Pennsylvania Limited Partnership, and that as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as general partner.

Carlyn F. Norberg
Notary Public
CARLYN F. NORBERG, NOTARY PUBLIC
PHILA., PHILA. COUNTY, PA.
MY COMMISSION EXPIRES JULY 21, 1975

My Commission Expires:

CARLYN F. NORBERG NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

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ABERDEEN MALL

EXHIBIT A-1

FROM THE OFFICE O.
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MD. 21204

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970

Beginning at an iron pipe heretofore set in the Right-of-Way line on the northeast side of the state road leading from Aberdeen to Bel Air, known as Route 22. said pipe being at the end of 140.00 feet in the seventh, or South 71° 57' West 180 feet line of the tract of land conveyed by Frank Maxa, Jr. and John Maxa, Co-partners, trading as Frank Maxa & Company, to Ritz Enterprises, Inc., by deed dated March 16, 1953, and recorded among the Land Records of Harford County in Liber G.R.G. No. 390, folio 392, and running thence, binding on the northeast side of said Route 22 as the same is shown on State Roads Commission Plats Nos. 9692 and 9691, two courses,

(1) by a curve to the left, in a southeasterly direction, having a radius of 1392.39 feet for an arc distance of 446.78 feet, and subtended by a chord, whose bearing and distance is South 28° 06' 49" East 444.87 feet, thence,

(2) South 37° 18' 22" East 304.27 feet to a point in said right-of-way line of said Route 22 as shown on plat number 9691, thence leaving Route 22, and binding on the right-of-way line on the northwest side of Beards Hill Road, as shown on State Roads Commission plats Nos. 31431 and 30715,

(3) South 87° 57' 57" East 44.24 feet to a point in the northwest right-of-way line of Beards Hill Road as shown on State Roads Commission plat number 31431, thence still binding on said right-of-way line on the northwest

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970
-2-

side of Beards Hill Road.

(4) By a curve to the left, in a northerly direction, having a radius of 616.22 feet for an arc distance of 216.04 feet, and subtended by a chord, with bearing and distance of North 36° 18' 39" East 214.93 feet, thence still binding on said right-of-way line, as shown on the State Roads Commission plats 31431 and 30715,

(5) North 26° 16' 07" East 360.43 feet, thence

(6) North 8° 31' 26" East 52.50 feet, thence

(7) North 26° 16' 07" East 76.13 feet to a pipe now set, thence

(8) By a curve to the left, in a northerly direction, having a radius of 7562.44 feet for an arc distance of 292.89 feet, and subtended by a chord, with bearing and distance of North 25° 09' 33" East 292.87 feet to a pipe now set, thence

(9) North 11° 53' 36" East 77.81 feet to a pipe now set, thence

(10) North 24° 36' 23" West 6.29 feet to a pipe now set in the third, or North 67° 52' West 653.65 feet line of the aforesaid conveyance to Ritz Enterprises, Inc., and recorded in Liber G.R.G. No. 390, folio 392, thence leaving the right-of-way line of Beards Hill Road and binding on the original outlines of the whole tract as described in the aforementioned conveyance and on land of Godfrey L. Stancill.

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970
-3-

(11) North 67° 52' 00" West 642.25 feet to an iron pipe found at the end of said third line thence

(12) South 21° 54' 00" West 437.77 feet to an iron pipe found thence leaving the Stancill land, and binding on the lot of Grover L. Preston and wife, acquired from Michael Wolf and wife by deed dated April 30, 1962 and recorded among the aforementioned land records in Liber G.R.G. No. 592, folio 78,

(13) South 71° 57' 00" West 50.00 feet to an iron pipe found in a gravel driveway, thence leaving the Preston lot, and binding on the lot of John Nicholas acquired by deed from Percy K. Goss and wife, dated March 25, 1966 and recorded among the aforesaid land records in Liber G.R.G. No. 705, folio 309,

(14) South 18° 03' 00" East 110.00 feet to an iron pipe found thence

(15) South 71° 57' 00" West 139.67 feet to the beginning, containing 13.944 acres of land, more or less, as shown on a plat prepared by George William Stephens, Jr. and Associates, Inc., dated July 9, 1970.

Being all of that parcel of land which was conveyed by confirmatory deed between Ritz Enterprises, Inc. and Aberdeen Properties, Inc., by deed dated May 13, 1970 and recorded among the Land Records of Harford County, Maryland in Liber G.R.G. 844, Folio 215.

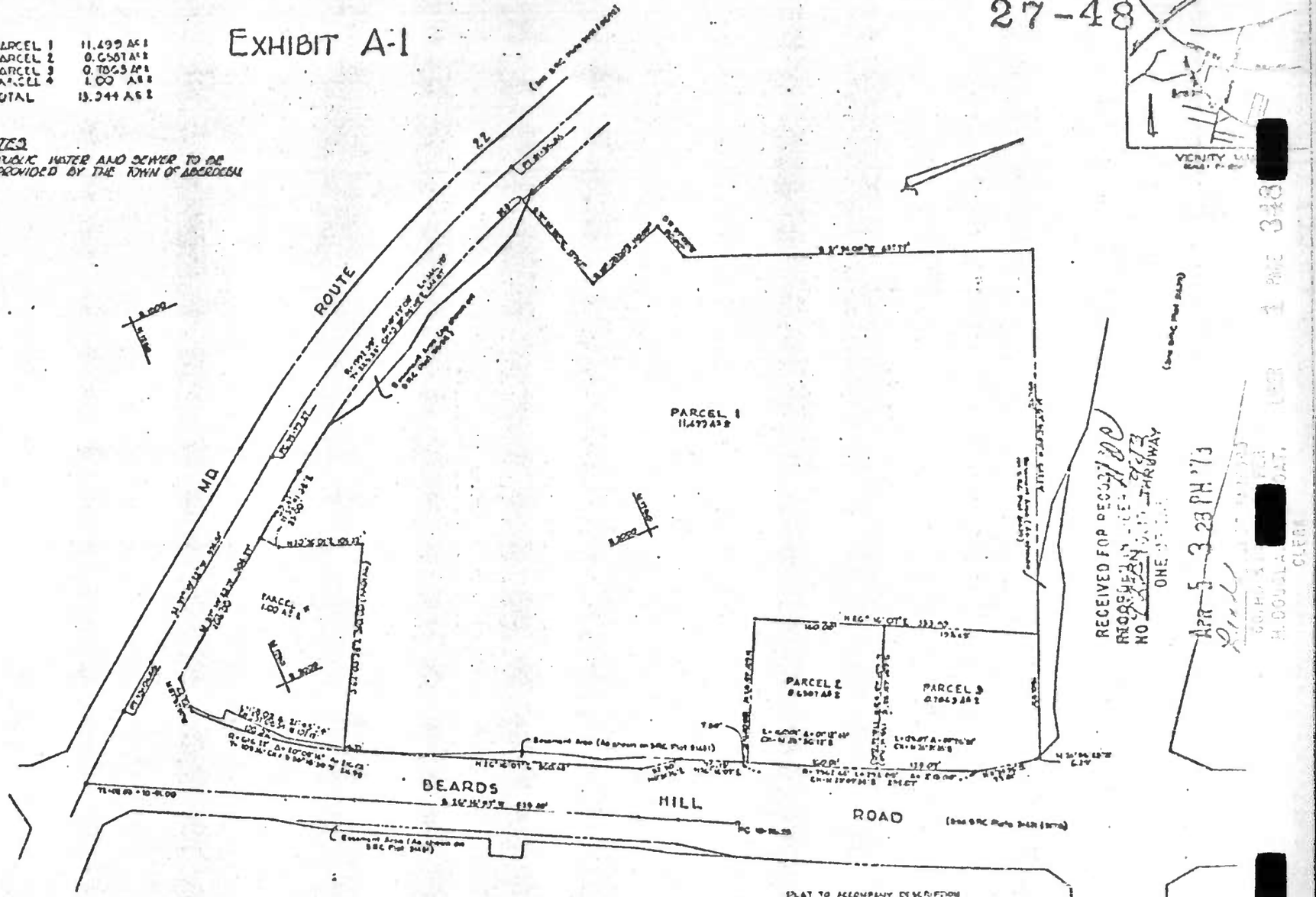
Subject to certain easements as shown on the following State Roads Commission of Maryland Right-of-Way Plats Nos. 9692, 9691, 31431, 30715, and 31429.

27-48

EXHIBIT A-1

PARCEL 1	11.499 AC ±
PARCEL 2	0.6587 AC ±
PARCEL 3	0.7863 AC ±
PARCEL 4	1.00 AC ±
TOTAL	13.944 AC ±

NOTES
1 PUBLIC WATER AND SEWER TO BE PROVIDED BY THE TOWN OF ABERDEEN



THE COMMISSIONERS OF ABERDEEN
GEORGE B. ADAMS JR.
PRESIDENT
THE COMMISSIONERS OF ABERDEEN
THOMAS C. WASMAN
SUPT. OF PUBLIC WORKS

THE COMMISSIONERS OF ABERDEEN
PLANNING AND ZONING
ALLEN PHILLIPS
CHAIRMAN
HARFORD COUNTY
HEALTH DEPARTMENT

PLAT TO ACCOMPANY DESCRIPTION
PARCELS ONE, TWO & THREE
PROPERTY OF
ABERDEEN MALL EQUITIES
LIMITED PARTNERSHIP
ABERDEEN, MARYLAND

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/18/73 Mailed to: Real Estate Title Co., Keyser Bldg., Balto. Md.

CERTIFICATE OF LIMITED PARTNERSHIP

OF

EDGEWOOD LIMITED PARTNERSHIP

We, the undersigned, desiring to form a limited partnership (the "Partnership") pursuant to the laws of the State of Maryland, HEREBY CERTIFY as follows:

1. The name of the Partnership is EDGEWOOD LIMITED PARTNERSHIP.

2. The character of the business to be conducted by the Partnership is to acquire, own and operate, and to sell, transfer and otherwise deal with and dispose of, the real property situated at and known as 625 Edgewood Road, Edgewood, Maryland.

3. The location of the principal place of business of the Partnership is c/o Donald H. Ready, 217 Cedarcroft Road, Baltimore, Maryland 21212.

AR 9-73 B 22762 *****16.50

4. The name and place of residence of each member of the Partnership are as follows:

General Partner	Address
Donald H. Ready	217 Cedarcroft Road Baltimore, Maryland 21212
Limited Partners	
Stanley M. Stern	35 East 85th Street New York, New York 10028
Jack Adelman	201 East 77th Street New York, New York 10021

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BOOK 223 PAGE 35

5. The Partnership is to exist for a term commencing on the date of the filing of this Certificate in the office of the Circuit Court of Harford County, Maryland, and continuing until the earlier of April 1, 2023 or the disposition of all of its assets and properties, unless sooner terminated in accordance with the terms of the Agreement of Limited Partnership of the Partnership.

6. The amount of cash which each Limited Partner has agreed to contribute is as follows:

Stanley M. Stern	$12,500
Jack Adelman	$37,500

No Limited Partner has agreed to contribute any other property to the Partnership.

7. No Limited Partner has agreed to make any additional contributions to the Partnership.

8. There is no time agreed upon when the contributions of the Limited Partners are to be returned.

9. The share of the profits which each Partner shall receive by reason of his contribution is as follows:

Donald H. Ready (General Partner)	50%
Stanley M. Stern (Limited Partner)	12 1/2%
Jack Adelman (Limited Partner)	37 1/2%

10. A Limited Partner may assign his interest in the Partnership to not more than four assignees. An assignee will

have the right to be admitted as a substitute Limited Partner if (a) the assignor shall have indicated such intention of substitution in the instrument effecting the assignment, (b) a General Partner shall have consented in writing to such admission (except as otherwise provided in the Agreement of Limited Partnership), (c) the assignor and the assignee shall have executed an amendment of this Certificate and such other instruments as the General Partner may deem necessary or desirable and (d) the assignee shall pay all reasonable expenses and legal fees relating to such admission.

11. The partners have the right to admit as additional Limited Partners (a) the assignees of portions of the interest of a General Partner (upon the same terms and conditions as the assignee of a Limited Partner may be admitted as a substitute Limited Partner) and (b) the legal representatives of a General Partner, upon the death or the occurrence of a "disabling event" (as defined in the Agreement of Limited Partnership) with respect to a General Partner, if there is another General Partner at such time.

12. No right of priority is given to any Limited Partner over other Limited Partners as to contributions or as to compensation by way of income.

13. The remaining General Partner, if any, is given the right to continue the business on the death, retirement, withdrawal, insanity, incompetency, bankruptcy or insolvency of any other General Partner or his making of an assignment for the benefit of creditors.

14. No right is given to any Limited Partner to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the undersigned have made and signed this Certificate as of the 14th day of March, 1973.

GENERAL PARTNER:

Donald H. Ready

LIMITED PARTNERS:

Stanley M. Stern

Jack Adelman

STATE OF MARYLAND)
: ss.:
CITY OF BALTIMORE)

On this the 6th day of ~~March~~ April, 1973, before me, _____ the undersigned officer, personally appeared DONALD H. READY, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Margaret N. Saltsman
Notary Public
Margaret N. Saltsman

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 28th day of March, 1973, before me, Beverly L. Stuart the undersigned officer, personally appeared STANLEY M. STERN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Beverly L. Stuart
BEVERLY L. STUART
Notary Public, State of New York
No. 31-9228310
Qualified in New York County
Commission Expires March 30, 1974
Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 27th day of March, 1973, before me, Maria Caruso the undersigned officer, personally appeared JACK ADELMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

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CO. MD. & EXAMINED
H. DOUGLAS CHILCO
CLERK

Maria Caruso
Notary Public
Notary Public, State of New York
No. 41-[illegible] Qual. in Queens County
Commission Expires March 30, 1974

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LIBER 1 PAGE 353

7/2/73 Mailed to Mr.Don McConnel,Developers Genl.Corp. 305 W.Chesapeake Ave. Towson,Md. 21204

JUN 12-73 * 22765 *****21.50
JUN 12-73 A 22765 *****21.50

THIRD AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP OF

CAMPUS HILLS EQUITIES LIMITED PARTNERSHIP

A limited partnership having been formed pursuant to the provisions of the Act of April 10, 1918, known as The Uniform Limited Partnership Act by the filing of a Certificate of Limited Partnership with the Land Records of Harford County, Maryland, in Liber HDC 869, Folio 436, and amended certificates (first and second) in Liber HDC 888, Folio 1018, and Liber HDC 895, Folio 643, and the parties desiring to amend said Certificate of Limited Partnership, the undersigned certify as follows:

I. The name of the Partnership is Campus Hills Equities Limited Partnership.

II. The character of the business of the partnership is to acquire by purchase, lease or otherwise, in its own name or in the name of a nominee a certain tract of land located on the northerly side of Churchville Road (Maryland Route No. 22), in the Third Election District, Harford County, Maryland as well as the Campus Hills Shopping Center located thereon (hereinafter sometimes referred to as "premises"), to own, to operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such improvements, the ownership, operation and eventual disposition of all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the partnership is:

305 West Chesapeake Avenue
Towson, Maryland 21204
c/o Commercial & Industrial Properties, Inc.

IV. (a) The name and address of the General Partner is:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.
305 West Chesapeake Avenue
Towson, Maryland 21204

53446.03-A-1; LL; 5/23/73

(b) The names and addresses of the Limited Partners are:

John P. Spain
327 Southwind Road
Ruxton, Maryland 21204

W. Thomas Gi[illegible]
204 North Liver[illegible] Street
Baltimore, Maryland 21201

Burton Solomon
6301 Winston Drive
Bethesda, Maryland 20034

Lloyd S. Mailman
1322 Harden Lane
Baltimore, Maryland 21208

Stanley Spoont
220 Welsh Terrace
Merion Station, Pennsylvania
19066

William F. Buettner (now deceased) and Mary S., tenants by the entireties,
Wagon Wheel Road
Glen Arm, Maryland 21057

Jacob Blum
7 Slade Avenue, Apt. 619
Baltimore, Maryland 20208

Nelson S. Winter and Janet C., tenants by the entireties,
8205 Elston Road
Towson, Maryland 21204

Commercial & Industrial Properties, Inc.
305 West Chesapeake Avenue
Towson, Maryland 21204

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2012, unless sooner terminated by:

(a) The disposition of all the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The filing for record in the office of the Recorder of Deeds of Third Election District, Harford County, Maryland, of a copy of written notice by all the General Partners to the Limited Partners at least sixty (60) days prior to the end of any year of intention to withdraw and terminate the Partnership at the end of such year.

VI. Each individual Limited Partner originally contributed $25,000.00 in cash to the capital of the Partnership for each 6.25% of participation percentage allocated to such Limited Partner. Commercial & Industrial Properties, Inc. as a Limited Partner has contributed property having an agreed value of $25,000.00 to the capital of the Partnership. The capital of

the partnership is now restated for all partners as set forth below, said capital now being the sole obligation for capital of the partners:

* Spain, John P.	14,907.98
* Gisriel, W. Thomas	16,009.42
* Solomon, Burton	16,177.65
* Blum, Jacob	13,818.19
* Mailman, Lloyd S.	27,095.77
* Winter, Nelson S. & Janet C.	18,000.99
* Buettner, Mary S.	55,704.37
* Spoont, Stanley	7,333.48
Commercial & Industrial Prop. - Gen.	53,397.46

* As Limited Partners

VII. No Limited Partner has agreed to make any additional contributions to the capital of the Partnership.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner.

IX. The share of profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

John P. Spain - 6.25%
W. Thomas Gisriel - 6.25%
Burton Solomon - 6.25%
Lloyd S. Mailman - 12.5%
Stanley Spoont - 6.25%
William F. Buettner (now deceased)
and Mary S., tenants by the entireties - 25%
Jacob Blum - 6.25%
Nelson S. Winter and Janet C.,
tenants by the entireties - 6.25%

X. A Limited Partner may substitute an assignee as contributor in his place, provided that such assignee is either the spouse, parent or lineal descendant, or trust for the exclusive benefit of any one or more persons so related to the assignor.

XI. The General Partner has the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

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LIBER 1 PAGE 356

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution.

GENERAL & LIMITED PARTNER:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By: _____

LIMITED PARTNERS:

John P. Spain
W. Thomas Gisriel
Burton Solomon
Lloyd S. Mailman
William F. Buettner (now deceased) and Mary A., tenants by the entireties
Jacob Blum
Nelson S. Winter and Janet C., tenants by the entireties
Stanley Spoont

BY COMMERCIAL & INDUSTRIAL PROPERTIES, INC., ATTORNEY IN FACT UNDER POWERS OF ATTORNEY EXECUTED BY EACH OF THE FOREGOING LIMITED PARTNERS, COPIES OF WHICH POWERS OF ATTORNEY HAVE BEEN HERETOFORE DULY RECORDED.

BY: _____

STATE OF Maryland :SS
COUNTY OF Baltimore :

On the day of , 1973, before me, the undersigned officer, personally appeared George W. White, Jr. who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sharon L. Gangi
NOTARY PUBLIC

My Commission Expires:
July 1, 1974

SHARON L. GANGI NOTARY PUBLIC COUNTY, MD.

STATE OF Maryland :SS
COUNTY OF Baltimore :

On the day of , 1973, before me, the undersigned officer, personally appeared George W. White, Jr. who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, and that he as such officer, being authorized to do so, and as attorney for the Limited Partners named in the within Amendment No. 3 to the Certificate of Limited Partnership, pursuant to Powers of Attorney previously recorded, executed such instrument for and on behalf of such Limited Partners pursuant to authority contained in said Powers of Attorney.

Sharon L. Gangi
NOTARY PUBLIC

My Commission Expires:
July 1, 1974

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SHARON L. GANGI NOTARY PUBLIC BALTIMORE COUNTY, MD.

BOOK 928 PAGE 397

LIBER 1 PAGE 358

/13/73 Mailed to: Schwartz & Aronoff, Seventeenth St., Washington, D.C.

BOOK 929 PAGE 744

BYNUM RUN CENTER ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

RICHARD M. ARONOFF
Attorney-At-Law
1150 17th Street, N. W. Suite 201
Washington, D. C. 20036
202-785-2940

AFTER RECORDATION
Return TO:

THIS AGREEMENT AND CERTIFICATE is made and entered into as of the 1st day of May, 1973, by and among the undersigned parties.

WITNESSETH:

WHEREAS, the parties hereto desire hereby to form a limited partnership, known as "BYNUM RUN CENTER ASSOCIATES" (the "partnership"), under and pursuant to the Uniform Limited Partnership Act and other relevant laws of the State of Maryland;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree, and do hereby certify, that:

I. The undersigned parties hereby form, and join together in a limited partnership under the name BYNUM RUN CENTER ASSOCIATES, under and pursuant to the Uniform Limited Partnership Act and other relevant laws of the State of Maryland.

II. The business of the partnership shall consist of acquiring, owning and holding, for the production of profit, that certain real property situate in the Third Election District, Harford County, Maryland, and containing approximately 2.062 acres---------- that is described in Exhibit "B" attached hereto and hereby made a part hereof; and carrying on any and all activities related thereto.

III. The principal office and place of business of the partnership shall be located at the site of the aforesaid real property. The partnership shall also have an office c/o the general partner, at 6811 Kenilworth Avenue, Suite 606, Riverdale, Maryland 20840.---------- The partnership may have such other or additional offices as the general partner, in its sole discretion, shall deem advisable.

IV. The name and address of each partner is shown on Exhibit "A" attached hereto and incorporated by reference herein. The general partner, in its capacity as general partner, shall have the right, power and authority (without regard to the term of the partnership), acting for and on behalf of the partnership, to lease, sell, mortgage, convey, refinance, grant easements on or dedicate the property (or any part thereof) of the partnership, to borrow money and execute promissory notes, to secure the same by mortgage [which term "mortgage" is hereby defined for all purposes of this Agreement and Certificate to include deeds of trust, financing statements chattel mortgages, pledges, conditional sales contracts, and similar security agreements] upon such partnership property, to renew or extend any and all such loans or notes, to convey such partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the partnership. In

LIBER 1 PAGE 359

no event shall any party dealing with the general partner with respect to any property of the partnership, or to whom any such property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced [which term "refinanced" is hereby defined for all purposes of this Agreement and Certificate to include recast, modified, extended or increased] by the general partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of this Agreement and Certificate have been complied with, or be obligated to inquire into the necessity or expediency of any act or action of the general partner, or be obligated or privileged to inquire into any of the terms of this Agreement and Certificate; and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by the general partner as aforesaid, with respect to any property of the partnership, shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the partnership was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and Certificate and is binding upon the partnership, the property and assets of the partnership, and all of the partners thereof, and (iii) such general partner was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the partnership.

V. The term of the partnership commenced as of the date hereof; and it shall continue until December 31, 2014, and thereafter from year to year, unless previously terminated in accordance with the provisions of this Agreement and Certificate.

VI. The amount of cash to be contributed to the capital of the partnership by each partner is shown on Exhibit "A" hereto.

VII. No limited partner (in his capacity as a limited partner) shall be required to make any additional capital contribution, or shall be personally liable for any losses, debts, obligations or liabilities of the partnership, beyond the amount set forth opposite his name on Exhibit "A" hereto.

VIII. The capital account of any limited partner, properly adjusted to reflect his distributive share of partnership profits and losses and distributions by the partnership to him, shall be returned to him upon ninety (90) days' written notice by such limited partner to all other partners on or after December 31, 2014, provided the assets of the partnership are then sufficient to cover all of its liabilities, including liabilities to partners in respect of their capital accounts.

IX. The share of profits or other compensation by way of income which each limited partner shall receive by reason of such limited partner's contribution shall be in proportion to such limited partner's percentage of partnership interest as shown on Exhibit "A" hereto.

X. No general partner shall have any right to assign his general partnership interest or any part thereof. Each limited partner may assign his limited partnership interest (including his right to receive a share of the profits or other compensation by way of income and a return of his capital account); provided, however, the assignee shall not become a substituted limited partner of the partnership unless (i) the assigning limited partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of this Agreement and Certificate; (iii) the general partner so consents in writing; and (iv) the

PAGE 360

BOOK 920 PAGE 745

assignee pays to the partnership a fee of Two Hundred Fifty Dollars ($250). to cover the costs and expenses of preparation, execution and recordation of an amendment to this Agreement and Certificate. If all of such four (4) conditions are satisfied, the general partner shall prepare (or cause to be prepared) for appropriate recordation an amendment to this Agreement and Certificate to be signed and sworn to by the general partner, by each of the limited partners, by the assigning limited partner, and by the assignee.

XI. No right is reserved to admit additional or substituted limited partners to the partnership except in the following situations:

(A) By unanimous agreement of all partners; and

(B) In the event of the assignment by a limited partner of all or any part of his limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in Paragraph X hereof.

XII. No partner shall have priority over any other partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution.

XIII. Except as set forth in the following sentence of this Paragraph XIII, no partner shall have the right to continue the partnership and its business on the retirement, withdrawal, adjudication of insanity or incompetency, adjudication of bankruptcy or death of a general partner except insofar as may be necessary to the liquidation and winding up of the affairs of the partnership. On the retirement, withdrawal, adjudication of insanity or incompetency, adjudication of bankruptcy or death of a general partner, then, if the remaining general partners or general partner, or, if there is no remaining general partner, any group of partners owning at least fifty-one percent (51%) of the total partnership interests, elect or elects to continue the partnership and the partnership business: (i) the partnership shall not be terminated; (ii) the partnership and the business of the partnership shall be continued, under and pursuant to the provisions of this Agreement and Certificate; (iii) the general partnership interest owned by the general partner who has retired, withdrawn, is adjudicated insane or incompetent, is adjudged to be bankrupt or dies shall thereafter be deemed to be a limited partnership interest, and such partner (or his trustee in bankruptcy, executors or administrators, successors or assigns, or other legal representative) shall thereafter be deemed to be a limited partner; and (iv) this Agreement and Certificate shall be amended to reflect such continuation.

XIV. No limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account. His demand for the return of his capital account, if otherwise proper under the terms of Paragraph VIII hereof, shall be for cash only.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and seals as of the day and year first above written.

GENERAL PARTNER

ATTEST:

LAND DEVELOPMENT ASSOCIATES, INC.
A Maryland Corporation

Elizabeth A. Foster, Secretary

By: Kenneth H. Roberts, President

[Corporate Seal]

LIMITED PARTNER

WITNESS:

C. DENNIS WEBSTER

(SEAL)
C. DENNIS WEBSTER

State of Maryland)
County of Prince George's) ss:
)

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts personally well known (or satisfactorily proven) to me to be the President of Land Development Associates, Inc., a Maryland corporation, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, executed the foregoing and annexed Instrument, in the name and on behalf of said Corporation, as its free act and deed for the uses and purposes therein contained.

WITNESS by hand and official seal this 29 day of May, 1973.

Sue Amato
Notary Public

[Notarial Seal]

My Commission Expires: 7-1-74

State of Maryland)
County of Prince George's) ss:
)

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date, C. DENNIS WEBSTER, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did acknowledge that he executed said Instrument as his free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 29th day of May, 1973.

Sue Amato
Notary Public

[Notarial Seal]

My Commission Expires: 7-1-74

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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

Date: May 1, 1973

EXHIBIT "A"

BYNUM RUN CENTER ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

[Dated May 1, 1973]

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNER		
Land Development Associates, Inc. 6811 Kenilworth Avenue, Suite 606 Riverdale, Maryland 20840	$99.00	99%
LIMITED PARTNER		
C. Dennis Webster 660 Kenilworth Dr., Suite 217 Towson, Maryland 21204	$ 1.00	1%
TOTAL	$100.00	100%

BOOK 92 PAGE 710

EXHIBIT "B"

All that certain piece of parcel of land, together with the improvements, easements, benefits and appurtenances (including all of the right, title and interest in and to the bed of any public road or thoroughfare adjoining any part of the below described property) thereunto belonging or appertaining, situate, lying and being in the Third Election District, Harford County, State of Maryland, and being legally and particularly described as follows, to wit:

BEGINNING for the same at a pipe heretofore set on the Southwesterly side of Moores Mill Road, at the beginning of the fifth or South 67° 45' 00" West 417.63 feet line of that tract or parcel of land conveyed by and described in a deed from Henry L. Umbarger and Ruth R. Umbarger, his wife, and Marvin D. Umbarger and Margaret C. Umbarger, his wife, to St. Mathew Lutheran Church of Bel Air, Maryland, dated November 22, 1963 and recorded among the Land Records of Harford County in Liber G.R.G. 636, folio 248, and running thence leaving Moores Mill Road, binding on a part of said line South 67° 45' 00" West 407.90 feet to a concrete monument heretofore set in the Northeasterly outline of that tract or parcel of land conveyed by and described in a deed from Henry L. Umbarger and Ruth R. Umbarger, his wife, to Marvin D. Umbarger and Margaret C. Umbarger, his wife, dated May 11, 1960 and recorded among the Land Records of Harford County in Liber G.R.G. 549, folio 511, running thence leaving the Lands of St. Mathew Lutheran Church of Bel Air, binding on the outline of the Lands of Marvin D. Umbarger aforesaid South 22° 15' 00" East 200.75 feet to a concrete monument heretofore set in the Northwesterly right-of-way line of Maryland Route 22, Churchville Road as shown on State Roads Commission Plat No. 8403, running thence leaving the Lands of Umbarger, binding on the right-of-way line of Maryland Route 22 three courses viz; North 67° 31' 46" East 227.01 feet to a point of curvature, at Station 73 + 50.06 as shown on the aforesaid State Roads Commission Plat, thence by a curve to the right in a Northeasterly direction of radius 1949.86 feet, an arc distance of 263.63 feet to a point opposite Station 76 + 08.28 as shown on the aforesaid State Roads Commission Plat, thence North 37° 34' 20" East 39.93 feet to a point in the Southwesterly right-of-way line of Moores Mill Road, thence binding on said right-of-way two courses viz; by a curve to the left in a Northwesterly direction of radius 179.86 feet, an arc distance of 110.29 feet to a point of tangency at Station 1 + 91.56 as shown on the aforesaid State Roads Commission plat, thence North 60° 15' 49" West 120.39 feet to a point, thence leaving the right-of-way line of Moores Mill Road, binding on the outline of the Lands of St. Mathews Lutheran Church of Bel Air aforesaid, South 67° 45' 00" West 4.45 feet to the beginning hereof containing 2.062 acres, more or less, as surveyed by Frederick Ward Associates, Inc. on April 9, 1973.

BEING part of that tract or parcel of land conveyed by and described in a deed from Zero, Inc. granting a one-half interest to Henry L. Umbarger and Ruth R. Umbarger, his wife, and a one-half interest to Marvin D. Umbarger and Margaret C. Umbarger, his wife, dated November 27, 1959 and recorded among the Land Records of Harford County in Liber G.R.G. 540, folio 551.

Rec'd for record 6/25 1973 at 3:00 P.M.
Same day recorded & examined, per
H. Douglas Chilcoat, Clerk

0/73 Mailed to: Butler, Binion, Rice, Cook & Knapp, Esperson Bldg., Houston, Texas

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned being desirous of forming a limited partnership (hereinafter sometimes called "partnership") pursuant to the provisions of the Maryland Uniform Limited Partnership Act do hereby make and sign the following certificate for that purpose.

I

The partnership shall be conducted under the firm name and style of McLean Property, Ltd.

II

The partnership is formed for the purpose of purchasing, improving, leasing, owning, selling and conveying investment property. The partnership is formed for the primary purpose of acquiring and holding investment property to derive income therefrom and for long-term capital appreciation and not for the purpose of dealing in or selling real estate as a trade or business.

JL 19-73 B #28374 *****53.00

III

The principal place of business of the partnership shall be at 800 N. Charles Street, Baltimore, Maryland. The only property that the partnership owns is 342 acres of unimproved real estate located in Harford County, Maryland.

IV

The names and addresses of the partners, the amount of cash contributed to the partnership by each partner and each of the partner's percentage of the net profits of the partnership are set forth on Exhibit "A", which exhibit is attached hereto and made a part hereof for all purposes.

V

The term of the partnership shall begin on the date upon which this certificate is filed in the office of the Clerk of the Circuit Court, Harford County, Maryland, and shall continue from year to year thereafter unless terminated as provided in the Articles of Limited Partnership of McLean Property, Ltd. (hereinafter referred to as the "Articles of Limited Partnership").

VI

The limited partners may be requested to make additional contributions of money to the partnership upon notice from a general partner to each such partner that an additional contribution is necessary to pay off partnership indebtedness. No limited partner can be forced or compelled to make an additional contribution. If an additional contribution is required from the limited partners, an amended Certificate of Limited Partnership shall be filed with the Clerk of the Circuit Court reflecting any such additional contribution.

VII

No limited partner shall be returned his contribution until (i) all liabilities of the partnership, except liabilities to the general partners and to limited partners on account of their contributions, have been paid or there remains property of the partnership sufficient to pay such liabilities and (ii) the consent of all partners is obtained.

VIII

A limited partner shall not sell his interest in the partnership without granting the other partners the

option to purchase such partner's interest for the same consideration to be paid in the same manner and upon the same terms as offered by the proposed buyer. A limited partner shall not assign, pledge, hypothecate, or otherwise dispose of or encumber all or any portion of his interest in the partnership without granting the other partners the option to purchase his interest pursuant to the terms and provisions of the Articles of Limited Partnership, which Articles in general terms grant the other partners the option to purchase the transferring partner's interest at its book value or such value as is agreed upon, such purchase price to be payable within two (2) years after the end of the then current calendar year or upon such other terms as may be agreed upon; provided that, a limited partner may (i) transfer or assign all of his interest in the partnership to any member of his immediate family or the trustee of a trust for the benefit of any member of his immediate family, subject to the terms and provisions of the Articles of Limited Partnership, and (ii) pledge his interest in the partnership to finance his initial or any subsequent capital contribution to the partnership.

IX

Additional limited partners may be admitted to the partnership if the terms of the Articles of Limited Partnership are complied with, which Articles in general terms require (i) that the additional limited partner acquire his interest under the conditions set forth in Article VIII of this Certificate, and (ii) that an amended Certificate of Limited Partnership be filed with the Clerk of the Circuit Court,

Harford County, Maryland. A general partner may require a partner who is newly admitted to the partnership or whose interest in the partnership is charged to pay any attorney's fees and filing fees incurred by the partnership in amending the Certificate of Limited Partnership.

X

No limited partners shall have any priority over any other limited partner as to contributions or compensation by way of income.

XI

Upon the death, retirement, insanity or legal insolvency of the last remaining general partner, the partnership shall be dissolved, terminated, and liquidated pursuant to the provisions of the Articles of Limited Partnership unless all of the limited partners agree in writing to continue the partnership and at least one (1) such limited partner elects to assume the powers, duties and obligations of a general partner.

XII

No right is given to the limited partners to demand and receive property other than cash in return for the limited partners' contributions to the partnership.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership on the 7th day of July, 1973.

J. R. McDonald
P. O. Box 391
Pasadena, Texas 77501

Roy D. Kaylor
8655 Pitner
Houston, Texas 77055

LIBER 1 PAGE 369

BOOK 931 PAGE 1058

John L. Lininger
800 N. Charles Street
Baltimore, Maryland

-General Partners-

LIBER 1 PAGE 370

SUBSCRIBED AND SWORN TO BEFORE ME by the said ROY D. KAYLOR, individually as General Partner, this 7th day of July, 1973.

Janis L. Harris
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

JANIS L. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

My Commission Expires:

June 1, 1975

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROY D. KAYLOR, individually as General Partner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of July, 1973.

Janis L. Harris
NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

JANIS L. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

My Commission Expires:

June 1, 1975

LIBER 1 PAGE 371

BOOK 931 PAGE 1060

SUBSCRIBED AND SWORN TO BEFORE ME by the said JOHN L. LININGER, individually as General Partner, this 7th day of July, 1973.

Janis L. Harris
NOTARY PUBLIC IN AND FOR
~~CITY OF BALTIMORE, MARYLAND~~
JANIS L. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

My Commission Expires:

June 1, 1975

THE STATE OF MARYLAND

CITY OF BALTIMORE

BEFORE ME, the undersigned, a Notary Public in and for said City and State, on this day personally appeared JOHN L. LININGER, individually as General Partner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of July, 1973.

Janis L. Harris
NOTARY PUBLIC IN AND FOR
~~CITY OF BALTIMORE, MARYLAND~~
JANIS L. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

My Commission Expires:

June 1, 1975

LIBER 1 PAGE 372

BOOK 931 PAGE 1061

Atlas Truck Lines, Rogelio M. Borrell, Ray F. Chester, Marshall Clinkscales, J. L. Colwell, Walter Dandy, Gerald W. Ebker, L. H. Glover, Industrial State Bank Profit Sharing Plan & Trust (J. A. Bean), Roy Kaylor, John Lininger, V. E. McDaniel, J. R. McDonald, Charles Mathews, Lucy Meacham, Dewitt Nickerson, Jr., G. M. Shannon, Noah Sparks, Newton E. Ward, R. A. Weber, C. Lamar Wiginton and Clyde H. Wright, Limited Partners

BY: J. R. McDonald

J. R. McDonald, Attorney-in-Fact

SUBSCRIBED AND SWORN TO BEFORE ME by the said J. R. MCDONALD, individually as General Partner and as Attorney-in-Fact for Atlas Truck Lines, Rogelio M. Borrell, Ray F. Chester, Marshall Clinkscales, J. L. Colwell, Walter Dandy, Gerald W. Ebker, L. H. Glover, Industrial State Bank Profit Sharing Plan & Trust (J. A. Bean), Roy Kaylor, John Lininger, V. E. McDaniel, J. R. McDonald, Charles Mathews, Lucy Meacham, Dewitt Nickerson, Jr., G. M. Shannon, Noah Sparks, Newton E. Ward, R. A. Weber, C. Lamar Wiginton and Clyde H. Wright, Limited Partners, this the 7th day of July, 1973.

Janis L. Harris

NOTARY PUBLIC IN AND FOR HARRIS COUNTY, T E X A S

JANIS L. HARRIS
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

[Seal]

My Commission Expires:

June 1, 1975

LIBER 1 PAGE 373

BOOK 931 PAGE 1062

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. R. MCDONALD, individually as General Partner and as Attorney-in-Fact for Atlas Truck Lines, Rogelio M. Borrell, Ray F. Chester, Marshall Clinkscales, J. L. Colwell, Walter Dandy, Gerald W. Ebker, L. H. Glover, Industrial State Bank Profit Sharing Plan & Trust (J. A. Bean), Roy Kaylor, John Lininger, V. E. McDaniel, J. R. McDonald, Charles Mathews, Lucy Meacham, Dewitt Nickerson, Jr., G. M. Shannon, Noah Sparks, Newton E. Ward, R. A. Weber, C. Lamar Wiginton and Clyde H. Wright, Limited Partners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of July, 1973.

Janis L. Harris

NOTARY PUBLIC IN AND FOR
HARRIS COUNTY, T E X A S

JANIS L. ...
Notary Public in and for Harris County, Texas
My Commission Expires June 1, 1975

My Commission Expires:

June 1, 1975

LIBER 1 PAGE 374

BOOK 931 PAGE 1063

EXHIBIT A

TO

ARTICLES OF LIMITED PARTNERSHIP

OF

McLEAN PROPERTY, LTD.

LIMITED PARTNERS

Printed Name	Residence Address	Contribution	Percentage Interest of Ownership
ATLAS TRUCK LINES	P. O. Box 9848 Houston, Texas 77015	$10,300.00	4%
ROGELIO M. BORRELL	2614 Fairway Dr. Sugarland, Texas 77478	$10,300.00	4%
RAY F. CHESTER	8618 Willowick Dr. Austin, Texas 78759	$10,300.00	4%
MARSHALL CLINKSCALES	P. O. Box 391 Pasadena, Texas 77501	$7,725.00	3%
J. L. COLWELL	200 Ivy Lane Englewood, New Jersey	$10,300.00	4%
WALTER DANDY	6000 Hunt Club Lane Baltimore, Maryland 21210	$10,300.00	4%
GERALD W. EBKER	15303 Penn Hills Houston, Texas 77058	$10,300.00	4%
L. H. GLOVER	2701 Cherry Pasadena, Texas 77502	$10,300.00	4%
INDUSTRIAL STATE BANK PROFIT SHARING PLAN & TRUST (J.A. BEAN)	P. O. Box 9003 Houston, Texas 77011	$10,300.00	4%
ROY KAYLOR	8655 Pitner Houston, Texas 77055	$9,656.25	3.75%
JOHN LININGER, Trustee	800 N. Charles St. Baltimore, Maryland	$36,050.00	14%
V. E. McDANIEL, Trustee	P. O. Box 391 Pasadena, Texas 77501	$15,450.00	6%
J. R. McDONALD	P. O. Box 391 Pasadena, Texas 77501	$7,725.00	3%

CHARLES MATHEWS	P. O. Box 391 Pasadena, Texas 77501	$7,725.00	3%
LUCY MEACHAM	2750 Landon Road Cleveland, Ohio	$10,300.00	4%
DEWITT NICKERSON, JR.	19502 FM 149 Houston, Texas 77070	$10,300.00	4%
G. M. SHANNON	1403 Koenig Lane Austin, Texas 78756	$10,300.00	4%
NOAH SPARKS	11507 Kirkmeadow Houston, Texas 77034	$10,300.00	4%
NEWTON E. WARD	2104 S. Fisher Ct. Pasadena, Texas 77502	$8,368.75	3.25%
R. A. WEBER	2606 Bell Houston, Texas 77003	$10,300.00	4%
C. LAMAR WIGINTON	1703 Gunwale Road Houston, Texas	$15,450.00	6%
CLYDE H. WRIGHT	1585 Chevron Drive Atlanta, Georgia 30338	$15,450.00	6%

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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

LIBER 1 PAGE 376

BOOK 031 PAGE 1065

8/13/73 Mailed to: Wm. B. Davidson, One Bel Air South, Bel Air, Md.

BRIGHT OAKS I ASSOCIATES, LTD.

AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP

THE CERTIFICATE OF LIMITED PARTNERSHIP of Bright Oaks I Associates, Ltd., dated June 29, 1972, is hereby amended in order to reflect the substitution of Michael Richards, residing at 5911 Ayleshire Road, Baltimore, Maryland as a limited partner in lieu of Lee R. Mather, residing at 126 N. Hickory Avenue, Bel Air, Maryland, effective June 1, 1973. In all other respects, said Certificate remains the same and is hereby confirmed.

IN WITNESS WHEREOF, the undersigned general and limited partners of Bright Oaks I Associates, Ltd., and Michael Richards, as the substituted limited partner have executed this Amendment to the Certificate of Limited Partnership of Bright Oaks I Associates, Ltd., this 1st day of June, 1973.

GENERAL PARTNERS

Melvin G. Bosely

R. Walter Ward

LIMITED PARTNERS

Roy A. Bosely

JL 24-73 * 28947 *****13.00
JL 24-73 A E28947 *****13.00

BOOK 932 PAGE 438

LIBER 1 PAGE 377

William B. Davidson, Jr.

Richard F. Melfa

ASSIGNOR LIMITED PARTNER

Lee R. Mather

ASSIGNEE LIMITED PARTNER

Michael Richards

State of Maryland)
) ss
County of Harford)

I, Shirley J. Bosic, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, William B. Davidson, Jr., Richard F. Melfa, Lee R. Mather and Michael Richards, each personally appeared before me, and being first duly sworn, did depose and say that he is a signatory to the aforesaid Amendment to Certificate of Limited Partnership and each said person, being personally well known to me, did acknowledge that he executed said instrument as his free act and deed.

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Land RECORDS HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

Shirley J. Bosic
Notary Public

SHIRLEY J. BOSIC NOTARY PUBLIC HARFORD COUNTY, MD.

BOOK 932 PAGE 439

LIBER 1 PAGE 378

8/13/73 Mailed ~~to: Wm. B. Davidson, One Bel Air South, Bel Air, Md.~~

MEADOWOOD ASSOCIATES III, LTD.

AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP

THE CERTIFICATE OF LIMITED PARTNERSHIP of Meadowood Associates III, Ltd., dated October 19, 1972, is hereby amended in order to reflect the substitution of Michael Richards, residing at 5911 Ayleshire Road Baltimore, Maryland as a limited partner in lieu of Lee R. Mather, residing at 126 N. Hickory Avenue, Bel Air, Maryland, effective June 1, 1973. In all other respects, said Certificate remains the same and is hereby confirmed.

IN WITNESS WHEREOF, the undersigned general and limited partners of Meadowood Associates III, Ltd., and Michael Richards, as the substituted limited partner, have executed this Amendment to the Certificate of Limited Partnership of Meadowood Associates III, Ltd., this 1st day of June, 1973.

GENERAL PARTNERS

Melvin G. Bosely

R. Walter Ward

LIMITED PARTNERS

Roy A. Bosely

JL 24-73 * 28948 *****13.00
JL 24-73 A 28948 *****13.00

BOOK 932 PAGE 440

LIBER 1 PAGE 379

William B. Davidson, Jr.

Richard F. Melfa

ASSIGNOR LIMITED PARTNER

Lee R. Mather

ASSIGNEE LIMITED PARTNER

Michael Richards

State of Maryland)
) ss
County of Harford)

I, Shirley J. Bosic, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, William B. Davidson, Jr., Richard F. Melfa, Lee R. Mather and Michael Richards, each personally appeared before me, and being first duly sworn, did depose and say that he is a signatory to the aforesaid Amendment to Certificate of Limited Partnership and each said person, being personally well known to me, did acknowledge that he executed said instrument as his free act and deed.

Notary Publ

SHIRLEY J. BOSIC NOTARY PUBLIC HARFORD COUNTY, MD.

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Land RECORDS HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

BOOK 932 PAGE 441

CERTIFICATE OF LIMITED PARTNERSHIP

HERITAGE VILLAGE ASSOCIATES

THE UNDERSIGNED, having formed a Limited Partnership pursuant to the provisions of the Maryland Uniform Limited Partnership Act of April 10, 1918 by the filing of a Certificate of Limited Partnership among the records of the Office of the Clerk of the Circuit Court for Harford County hereby certify as follows:

I. The name of the Partnership is HERITAGE VILLAGE ASSOCIATES.

II. The character of the business of the Partnership is to acquire by purchase, develop, lease or otherwise, in its own name or in the name of a nominee, a certain tract of land located on GYPSY HILL ROAD in the vicinity of FRANKLIN TOWNSHIP in CHESTER COUNTY, PENNSYLVANIA, and to manage, develop and enlarge or improve buildings thereon, known as being 36 townhouses and to own, manage, sell, or otherwise dispose of or encumber all or any part of such property and to do all things necessary or covenant to effectuate the construction of such improvement, the ownership, management and eventual disposition of all or any part of such real estate and improvements to be erected thereon.

III. The location of the principal place of business of the Partnership is 9 Carolina Avenue, Bel Air, Maryland, 21014.

IV. (a) The names and address of the GENERAL PARTNERS are:

Bernhardt L. Trout
9 Carolina Avenue
Bel Air, Maryland 21014

Maryland Residential Services, Inc.
9 Carolina Avenue
Bel Air, Maryland 21014

(b) The names and addresses of the LIMITED PARTNERS are:

Bernhardt L. Trout
9 Carolina Avenue
Bel Air, Maryland 21014

W. Thomas Gisriel
204 North Liberty Street
Baltimore, Maryland 21201

V. The term for which the Partnership shall exist shall be from

AUG 10-73 A 821049 *****15.00

August 9, 1973, until December 31, 2003 unless sooner terminated by:

(a) The disposition of all of the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The filing for record, both, with the Clerk of Circuit Court for Harford County, Maryland, the principal place of business of the Limited Partnership and with the County Recorder for Chester County, Commonwealth of Pennsylvania, the county in which the aforesaid tract of land is located, of a copy of written notice by all the General Partners to the Limited Partners at least sixty (60) days prior to the end of any year of intention to withdraw and terminate the Partnership at the end of such year.

VI. Each Limited Partner shall contribute $100.00 in cash as his initial contribution to the capital of the Partnership.

VII. Each Limited Partner shall make additional contributions to the capital of the Partnership in cash in proportion to each Limited Partner's participation percentage as set forth in Item IX below, up to the aggregate total of $100,000.00. And the General Partner shall have a right to demand within two (2) years additional contribution in proportion to each Limited Partner's participation percentage up to an aggregate amount of $150,000.00, which amount includes said $100,000.00.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner.

IX. The share of the allowable deductions, profits or other compensations by way of income and operations (participation percentage) of each Limited Partner shall be as follows: Bernhardt L. Trout, 50% and W. Thomas Gisriel, 49%.

X. A Limited Partner may substitute an assignee as contributor in

BOOK 933 PAGE 916

LIBER 1 PAGE 382

his place, provided that such assignee is either the spouse, parent, or lineal descendant, or trust for the exclusive benefit of any one or more persons so related to the assignor.

XI. The General Partner has the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution.

WITNESS:

GENERAL PARTNERS

Victoria Darnell

Bernhardt L. Trout (SEAL)
Bernhardt L. Trout

Maryland Residential Services, Inc.

Victoria Darnell

By Marion H. Trout (SEAL)
Marion H. Trout, President

LIMITED PARTNERS

Victoria Darnell

Bernhardt L. Trout (SEAL)
Bernhardt L. Trout

Victoria Darnell

W. Thomas Gisriel (SEAL)
W. Thomas Gisriel

STATE OF MARYLAND, OF BALTIMORE, to wit:

On the 9th day of August, 1973, before me, the undersigned officer, personally appeared BERNHARDT L. TROUT as may be known to me to the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as Managing

BOOK 933 PAGE 917

LIBER 1 PAGE 383

General Partner and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Arline W. McClellan
Notary Public

My Commission Expires: July 1, 1974

STATE OF MARYLAND, OF BALTIMORE, to wit:

On the 9th day of August, 1973, before me, the undersigned officer, personally appeared MARION H. TROUT, Agent of MARYLAND RESIDENTIAL SERVICES, INC. known to me to be the person whose name is subscribed to the within instrument and acknowledged that she was duly authorized to execute same on behalf of said Corporation for the purposes therein contained and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Arline W. McClellan
Notary Public

My Commission Expires: July 1, 1974

STATE OF MARYLAND, OF BALTIMORE, TO WIT:

On the 9th day of August, 1973, before me the undersigned officer, personally appeared Bernhardt L. Trout and W. Thomas Gisriel, Limited Partners, known to me to be the persons whose names are subscribed to the within named instrument, and acknowledged that they executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Arline W. McClellan
Notary Public

My Commission Expires: July 1, 1974

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RECORDS OF FORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

Page 4 of 4 Pages -

BOOK 933 PAGE 918

LIBER 1 PAGE 384

9/13/73 Mailed to: Woodsdale A[redacted], Colmar Dr., Balt., M[redacted]

WOODSDALE ASSOCIATES

CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership pursuant to Article 73 of the Annotated Code of Maryland (1970 Replacement Volume) hereby make the following certificate:

I. The name of the partnership shall be Woodsdale Associates.

II. The character of the business of the partnership shall be to develop, construct and operate a multi-family rental housing project and to enable the development, construction and operation of the project to be financed with the assistance of such mortgage or other loan or loans by such banks, insurance companies or other lending institutions as may be appropriate.

III. The location of the principal place of business of the partnership shall be 4417 Colmar Gardens Drive, Baltimore, Maryland 21211.

IV. The name and place of residence of the general partner is: Victor Frenkil, Marylander Apartments, Baltimore, Maryland. The names and places of residence of the limited partners appear on Exhibit A attached hereto and incorporated herein by reference.

V. The partnership shall continue in full force and effect until December 31, 2020, except that it shall dissolve upon the prior happening of the following events:

BOOK 935 PAGE 151

LIBER 1 PAGE 385

a. The sale or disposition of all or substantially all of the partnership assets.

b. The retirement of the general partner unless the surviving general partners elect to continue the business.

c. The retirement of the general partner with no remaining general partner.

d. The decision of all general partners to terminate the partnership.

e. The transfer of all assets and liabilities of the partnership to a successor entity.

VI. The amount of initial cash contribution contributed by each limited partner is set forth on Exhibit A attached hereto and incorporated herein by reference.

VII. No limited partner shall be required to make any further capital contributions.

VIII. No limited partner shall have the right to withdraw his capital contribution to the partnership prior to termination.

IX. All profits and losses of the partnership shall be shared as follows:

a. The general partners as a class, shall share five percent (5%) of all profits and losses of the partnership.

b. The Class A limited partners, as a class, shall share sixty-five percent (65%) of all profits and losses of the partnership in accordance with Exhibit A attached hereto and incorporated herein by reference.

c. The Class B limited partners, as a class, shall share thirty percent (30%) of all profits and losses of the partnership in accordance with Exhibit A attached hereto and incorporated herein by reference.

X. No limited partner may transfer or assign his interest in the partnership without first offering the same in writing to the general partners on terms no less favorable than those which the limited partner would receive from such transfer or assignment to a third party.

No limited partner shall have the right to substitute an assignee as a limited partner in his palce. The general partners shall, however, have the right to permit such assignees to become substitute limited partners without the consent or approval of the limited partners, so long as the substitute limited partner agrees to be bound by any partnership documents to the same extent as all other limited partners.

XI. The general partners are authorized, without the approval of the limited partners, to admit additional limited partners, who shall be Class A limited partners, upon each such Class A limited partner making or agreeing to make, such cash contribution to the capital of the partnership as shall be determined by the general partners.

XII. No limited partner shall have priority over any other limited partner as to contributions or compensation by way of income.

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BOOK 935 PAGE 153

XIII. Upon the death, retirement or insanity of a general partner, any one or more of the remaining surviving general partners shall have the right, but not the obligation, to continue the business of the partnership employing its assets and name.

XIV. No limited partner shall have the right to withdraw his capital contribution prior to the termination of the partnership. Upon termination, the determination of whether to distribute cash or assets in kind shall be made by the general partners.

IN WITNESS WHEREOF, the parties have executed this certificate this 22nd day of August, 1973.

GENERAL PARTNER

WITNESS

Ophelia P. Roemer — Victor Frenkil (SEAL)

CLASS A LIMITED PARTNERS

Ophelia P. Roemer — Victor Frenkil (SEAL)

Ophelia P. Roemer — Victor Frenkil, Jr. (SEAL)

Ophelia P. Roemer — Leonard I. Frenkil (SEAL)

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CLASS A LIMITED PARTNERS (Continued)

Ophelia P. Roemer Keith L. Straley (SEAL)
Keith L. Straley

JARVIS STEEL & LUMBER CO., INC.

Ophelia P. Roemer By: Vert Fonsie Jr (SEAL)

CLASS B LIMITED PARTNERS

WOODSDALE VENTURE

Alice H. Murrow By: Mark R. Hess (SEAL)

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BOOK 935 PAGE 155

City of Baltimore
State of Maryland SS:

THIS IS TO CERTIFY that on this 22nd day of August 1973, before me a Notary Public of the State and City aforesaid, personally appeared Victor Frenkil, Victor Frenkil, Jr., Leonard I. Frenkil, Keith L. Straley, and Victor Frenkil, Jr. of Jarvis Steel & Lumber Co., ~~Inc.,~~ ~~who made oath~~ in due form of law that the matters of fact set forth in the foregoing Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Ophelia P. Ross
Notary Public

My Commission Expires:

~~City~~ Co. of ~~Baltimore~~ Harford
State of Maryland SS:

THIS IS TO CERTIFY that on this 27th day of August, 1973, before me a Notary Public of the State and City aforesaid, personally appeared Marie R. Hess, of Woodsdale Venture, who made oath in due form of law that the matters of fact set forth in the foregoing Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Alice H. Murrow
Notary Public

My Commission Expires: 7-1-74

ALICE H. MURROW NOTARY PUBLIC HARFORD COUNTY, MD.

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- 6 -

BOOK 335 PAGE 156

EXHIBIT A

WOODSDALE ASSOCIATES

CERTIFICATE OF LIMITED PARTNERSHIP

Class A Limited Partners	Initial Cash Contribution	Share of Profits
Victor Frenkil Marylander Apartments Baltimore, Maryland	$ 1,500.00	15%
Victor Frenkil, Jr. Boblitz Road Reisterstown, Maryland 21136	$ 1,250.00	12-1/2%
Leonard I. Frenkil 4417 Colmar Gardens Drive Baltimore, Maryland 21211	$ 1,250.00	12-1/2%
Keith L. Straley 13834 Manor Glen Road Baldwin, Maryland 21013	$ 500.00	5%
Jarvis Steel & Lumber Co., Inc. 3437 Ninth Street Baltimore, Maryland 21225	$ 2,000.00	20%

Class B Limited Partners	Initial Cash Contribution	Share of Profits
Woodsdale Venture Elkridge Landing Road Friendship Airport Baltimore, Maryland 21240	$ 3000.00	30%

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CO. MD & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

BOOK 935 PAGE 157

2/13/73 Mailed to: Robert E. Carney, Jefferson Bldg., Towson, Md.

BOOK 917 PAGE 782

PARTNERSHIP AGREEMENT

9441

THIS AGREEMENT, Made this 15th day of December, 1972, by and between ROBERT E. CARNEY, JR., EDWARD H. MILLER, RICHARD A. MOORE, and GUNPOWDER LAND ASSOCIATES, a Limited Partnership.

WHEREAS, it is the intention of the parties hereto to associate themselves for the purpose of forming a Partnership to acquire, develop, finance and sell a tract of land known as the Bedford Property, under the Laws of the State of Maryland.

NOW WHEREFORE, IN CONSIDERATION of the mutual covenants herein contained, it is hereby agreed as follows:

1. Formation and Purpose - the parties hereto form a Partnership to engage in the acquisition, development, financing and sale of a tract of land known as the Bedford Property in Harford County, State of Maryland.

2. Name - the name of the Partnership shall be "Fox Hill Joint Venture" or such other name as the partners may later adopt.

3. Principal Office - the principal office of the Partnership shall be located at Gaylord Brooks & Company, Paper Mill Road, Phoenix, Maryland 21131, or at such other location or locations as may be agreed to by the general partners.

4. Partners - the name and place of residence of each partner are as follows:

a. Robert E. Carney, Jr., 13801 Manor Glen Road, Baldwin, Maryland 21013.

b. b. Edward H. Miller, Blenheim Road, Phoenix, Maryland 21131.

c. Richard A. Moore, J.M. Pearce Road, Monkton, Maryland 21111.

d. Gunpowder Land Associates, a limited partnership, c/o Gaylord Brooks & Co., Inc., Paper Mill Road Phoenix, Maryland 21131.

5. Terms - the Partnership shall continue until December 31,

1975, provided however, that it shall be dissolved and terminated prior to such date upon the occurrence of any of the following events:

a) Death, retirement, bankruptcy or insanity of a Partner.

b) Agreement of the Partners to terminate the Partnership or to allow the withdrawal of any partner from the Partnership.

6. Contributions - contributions to the capital of the Partnership shall be as follows:

Partner	Percentage of Contribution
Robert E. Carney, Jr.	16 2/3 Percent
Edward H. Miller	16 2/3 Percent
Richard A. Moore	16 2/3 Percent
Gunpowder Land Associates, a Limited Partnership	50 Percent

7. Activities of the Partners - the partners shall manage the Partnership and shall devote to the Partnership such time as they may deem necessary. A partner may charge the normal and customary fees of his business or profession for services rendered to the Partnership. Partners may engage in other business ventures of every nature and description without limitation, and neither the Partnership nor the Partners shall have any rights in and to such independent ventures or the income or profits derived therefrom, nor shall any partner be obligated to present for the Partnership consideration any other business or investment opportunity. The Partnership hereby created being fully formed for the acquisition, development and sale of the Bedford Property.

8. Profit and Losses - the profits and losses of the Partnership shall be borne by each partner in accordance to the percentage herein set forth or as may be later agreed upon by the partners.

9. Expenses - all Partnership expenses shall be shared equally between the partners.

10. Banking - the Partnership shall maintain a checking account in the First National Bank. Each partner shall be authorized to sign checks and make withdrawals in his individual name.

11. Management - the partners shall have equal rights in the management of the Partnership business.

12. Restrictions - No partners shall, without the consent of the other partners:

(a) Borrow money in the firm name for firm purposes or utilize collateral owned by the Partnership as security for such loans;

(b) Assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership;

(c) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all the property of the partnership;

(d) Lease or mortgage any partnership real estate or any interest therein or enter into any contract for any such purposes;

(e) Pledge or hypothecate or in any manner transfer his interest in the partnership, except to the other party to this agreement;

(f) Become a surety, guarantor, or accommodation party to any obligation.

Nothing set forth herein shall bar the borrowing of money or the execution of a mortgage by a partner to finance

the purchase or development of the Bedford Property.

13. Amendments - no amendments or variations of the terms of this Agreement shall be valid unless made in writing and executed by the partners.

IN WITNESS WHEREOF, the partners hereto have signed and sealed this Agreement.

WITNESS:

Candy P. Ebert as to all parties

_____ Robert E. Carney, Jr. (SEAL)
ROBERT E. CARNEY, JR.

_____ Edward H. Miller (SEAL)
EDWARD H. MILLER

_____ Richard A. Moore (SEAL)
RICHARD A. MOORE

GUNPOWDER LAND ASSOCIATES

_____ BY: William H. Sugeltz (SEAL)
General Partner

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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

BOOK 917 PAGE 785

12/10/73 Mailed to: Niles, Barton & Wilmer, Balto. Md.

CERTIFICATE AMENDING

CERTIFICATE OF LIMITED PARTNERSHIP

OF

EDGEWOOD LIMITED PARTNERSHIP

We, the undersigned, desiring to amend the Certificate of Limited Partnership of EDGEWOOD LIMITED PARTNERSHIP (the "Partnership"), recorded on April 9, 1973 in Book 923, Page 35, of the Land Records of Harford County, Maryland, and being severally duly sworn, HEREBY CERTIFY as follows:

Jack Adelman, a Limited Partner, having assigned his entire interest in the Partnership to Emil Mosbacher, Jr., Robert Mosbacher and Barbara M. Smullyan, each to the extent of a one-third interest, has withdrawn from the Partnership, and each of said assignees has been admitted as a substitute Limited Partner in the Partnership. Accordingly, the Certificate of Limited Partnership of the Partnership hereby is amended as follows:

A. Paragraph 4 of the Certificate of Limited Partnership is amended in its entirety to read as follows:

"4. The name and place of residence of each member of the Partnership are as follows:

General Partner	Address
Donald H. Ready	217 Cedarcroft Road Baltimore, Maryland
Limited Partners	
Emil Mosbacher, Jr.	384 Rosedale Avenue White Plains, New York
Robert Mosbacher	405 West Friar Tuck Sherwood Forest Houston, Texas
Barbara M. Smullyan	10 East 70th Street New York, New York
Stanley M. Stern	35 East 85th Street New York, New York"

B. Paragraph 6 of the Certificate of Limited Partnership is amended in its entirety to read as follows:

"6. The amount of cash which each Limited Partner has agreed to contribute is as follows:

Emil Mosbacher, Jr.	$12,500
Robert Mosbacher	$12,500
Barbara M. Smullyan	$12,500
Stanley M. Stern	$12,500

No Limited Partner has agreed to contribute any other property to the Partnership."

C. Paragraph 9 of the Certificate of Limited Partnership is amended in its entirety to read as follows:

"9. The share of the profits which each Partner shall receive by reason of his or her contribution is as follows:

Donald H. Ready (General Partner)	50%
Emil Mosbacher, Jr. (Limited Partner)	12 1/2%
Robert Mosbacher (Limited Partner)	12 1/2%
Barbara M. Smullyan (Limited Partner)	12 1/2%
Stanley M. Stern (Limited Partner)	12 1/2%"

IN WITNESS WHEREOF, the undersigned have made and signed this Certificate as of the 2nd day of October, 1973.

GENERAL PARTNER:

Donald H. Ready

WITHDRAWING LIMITED PARTNER:

Jack Adelman

Jack Adelman

LIMITED PARTNERS:

Emil Mosbacher, Jr.

Robert Mosbacher WRS

Barbara M. Smullyan

Barbara M. Smullyan

Stanley M. Stern

Stanley M. Stern

NOV 29-73 8 E22341 *****16.00

BOOK 941 PAGE 438

LIBER 1 PAGE 397

STATE OF MARYLAND)
: ss.:
CITY OF BALTIMORE)

On this the 27th day of November 1973, before me, Margaret Ann Brunner the undersigned officer, personally appeared DONALD H. READY, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Margaret Ann Brunner
Notary Public

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 12th day of October, 1973, before me, Beverly L. Stuart the undersigned officer, personally appeared EMIL MOSBACHER, JR., known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Beverly L. Stuart
Notary Public
BEVERLY L. STUART
Notary Public, State of New York
No. 31-9228310
Qualified in New York County
Commission Expires March 30, 1974

STATE OF TEXAS)
: ss.:
COUNTY OF HARRIS)

On this the 7th day of Nov., 1973, before me, MARGARET L. JOHNSON the undersigned officer, personally appeared ROBERT MOSBACHER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Margaret L. Johnson
Notary Public

BOOK 941 PAGE 433

STATE OF NEW YORK)
: ss.:
CITY OF NEW YORK)

On this the 12th day of October, 1973, before me Beverly L. Stuart the undersigned officer, personally appeared BARBARA M. SMULLYAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Beverly L. Stuart
Notary Public
BEVERLY L. STUART
Notary Public, State of New York
No. 31-9228310
Qualified in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 12th day of October, 1973, before me, Beverly L. Stuart the undersigned officer, personally appeared STANLEY M. STERN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Beverly L. Stuart
Notary Public
BEVERLY L. STUART
Notary Public, State of New York
No. 31-9228310
Qualified in New York County
Commission Expires March 30, 1974

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this the 2ND day of OCTOBER, 1973, before me, Maria Caruso the undersigned officer, personally appeared JACK ADELMAN, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Maria Caruso
Notary Public
MARIA CARUSO
Notary Public, State of New York
No. 41-5636950 Qual. in Queens County
Commission Expires March 30, 1974

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CO. MO. & EXAMINED PER
H. DOUGLAS CHILCOAT, CLERK

BOOK 941 PAGE 440

1/7/74 Mailed to: Brooks & Turnbull, Towson, Md.

Entered one name only by [illegible]

TWIN LAKES LTD. PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

THIS AGREEMENT AND CERTIFICATE is made and entered into as of the 7TH day of DECEMBER, 1973, by and among the undersigned parties.

WITNESSETH:

WHEREAS, the parties hereto desire hereby to form a limited partnership, known as "TWIN LAKES LTD. PARTNERSHIP" (the "partnership"), under and pursuant to the Uniform Limited Partnership Act and other relevant laws of the State of Maryland;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned parties agree, and do hereby certify, that:

DEC-7-73 B #23093 ****43.50

I. The undersigned parties hereby form, and join together in a limited partnership under the name of TWIN LAKES LTD. PARTNERSHIP, under and pursuant to the Uniform Limited Partnership Act and other relevant laws of the State of Maryland.

II. The business of the partnership shall consist of acquiring, owning and holding, for the production of profit, that certain real property situate in Harford County, Maryland, containing 295.4115 acres of land that is described in Exhibit "B" attached hereto and hereby made a part hereof; and carrying on any and all activities related thereto.

III. The principal office and place of business of the partnership shall be located at the site of the aforesaid real property. The partnership shall also have an office c/o the General

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299-2600

Partner, at 660 Kenilworth Drive, Towson, Maryland 21204. The partnership may have such other or additional offices as the General Partner, in his sole discretion, shall deem advisable.

IV. The name and address of each partner is shown on Exhibit "A" attached hereto and incorporated by reference herein. The general partner, in his capacity as general partner, shall have the right, power and authority (without regard to the term of the partnership), acting for and on behalf of the partnership, to lease, sell, mortgage, convey, refinance, grant easements on or dedicate the property (or any part thereof) of the partnership, to borrow money and execute promissory notes, to secure the same by mortgage (which term "mortgage" is hereby defined for all purposes of this Agreement and Certificate to include deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts, and similar security agreements) upon such partnership property, to renew or extend any and all such loans or notes, to convey such partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the partnership. In no event shall any party dealing with the general partner with respect to any property of the partnership, or to whom any such property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced (which term "refinanced" is hereby defined for all purposes of this Agreement and Certificate to include recast, modified, extended or increased) by the general partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of this Agreement and Certificate have been complied with, or be obligated to inquire into the necessity or expediency of any act or action of the general partner, or be obligated or privileged

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to inquire into any of the terms of this Agreement and Certificate; and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by the general partner as aforesaid, with respect to any property of the partnership, shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the partnership was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and Certificate and is binding upon the partnership, the property and assets of the partnership, and all of the partners thereof, and (iii) such general partner was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the partnership.

V. The term of the partnership commenced as of the date hereof; and it shall continue until December 1, 2003, and thereafter from year to year, unless previously terminated in accordance with the provisions of this Agreement and Certificate.

VI. The amount of cash to be contributed to the capital of the partnership by each partner is shown on Exhibit "A" hereto.

VII. No limited partner (in his capacity as a limited partner) shall be required to make any additional capital contribution, or shall be personally liable for any losses, debts, obligations or liabilities of the partnership, beyond the amount set forth opposite his name on Exhibit "A" hereto.

VIII. The capital account of any limited partner, properly adjusted to reflect his distributive share of partnership profits and losses and distributions by the partnership to him, shall be returned to him upon ninety (90) days' written notice by such limited partner to all other partners on or after December 1, 2003, provided the assets of the partnership are then sufficient

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to cover all of its liabilities, including liabilities to partners in respect of their capital accounts.

IX. The share of profits or other compensation by way of income which each limited partner shall receive by reason of such limited partner's contribution shall be in proportion to such limited partner's percentage of partnership interest as shown on Exhibit "A" hereto.

X. No general partner shall have any right to assign his general partnership interest or any party thereof. Each limited partner may assign his limited partnership interest (including his right to receive a share of the profits or other compensation by way of income and a return of his capital account); provided, however, the assignee shall not become a substituted limited partner of the partnership unless (i) the assigning limited partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of this Agreement and Certificate; (iii) the general partner so consents in writing. If all of such three (3) conditions are satisfied, the general partner shall prepare (or cause to be prepared) for appropriate recordation an amendment to this Agreement and Certificate to be signed and sworn to by the general partner, by each of the limited partners, by the assigning limited partner, and by the assignee.

XI. No right is reserved to admit additional or substituted limited partners to the partnership except in the following situations:

(a) By unanimous agreement of all partners; and

(b) In the event of the assignment by a limited partner of all or any part of his limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in Paragraph X hereof.

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XII. No partner shall have priority over any other partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution.

XIII. Except as set forth in the following sentence of this Paragraph XIII, no partner shall have the right to continue the partnership and its business on the retirement, withdrawal, adjudication of insanity or incompetency, adjudication of bankruptcy or death of a general partner except insofar as may be necessary to the liquidation and winding up of the affairs of the partnership. On the retirement, withdrawal, adjudication of insanity or incompetency, adjudication of bankruptcy or death of a general partner, then, if the remaining general partners or general partner, or, if there is no remaining general partner, any group of partners owning at least fifty-one percent (51%) of the total partnership interests, elect or elects to continue the partnership and the partnership business: (i) the partnership shall not be terminated; (ii) the partnership and the business of the partnership shall be continued, under and pursuant to the provisions of this Agreement and Certificate; (iii) the general partnership interest owned by the general partner who has retired, withdrawn, is adjudicated insane or incompetent, is adjudged to be bankrupt or dies shall thereafter be deemed to be a limited partnership interest, and such partner (or his trustee in bankruptcy, executors or administrators, successors or assigns, or other legal representative) shall thereafter be deemed to be a limited partner; and (iv) this Agreement and Certificate shall be amended to reflect such continuation.

XIV. No limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account. His demand for the return of his capital account, if

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[illegible]

otherwise proper under the terms of Paragraph VIII hereof, shall be for cash only.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and seals as of the day and year first above written.

GENERAL PARTNER

ATTEST:

Joan M. Caswell C. Dennis Webster (SEAL)
C. DENNIS WEBSTER

LIMITED PARTNER

ATTEST:

Joan M. Caswell Charles Edward Brooks (SEAL)
CHARLES EDWARD BROOKS

BROOKE & TURNBULL
610 DULEY AVENUE
TOWSON, MD. 21204
296-3600

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date C. DENNIS WEBSTER, who, being by me first duly sworn, executed the foregoing and annexed Instrument as General Partner, as his free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 7th day of December, 1973.

JOAN M. CASWELL NOTARY PUBLIC HARFORD CO., MD.

Joan M. Caswell
Notary Public

My Commission Expires:
7/1/74

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY, that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date CHARLES EDWARD BROOKS, who, being by me first duly sworn, executed the foregoing and annexed Instrument as Limited Partner, as his free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 7th day of December, 1973.

JOAN M. CASWELL NOTARY PUBLIC HARFORD CO., MD.

Joan M. Caswell
Notary Public

My Commission Expires:
7/1/74

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613 BOSLEY AVENUE
TOWSON, MD. 21204
823-3900

Date: DECEMBER 7, 1973

EXHIBIT "A"

TWIN LAKES LTD. PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

(Dated _____)

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNER		
C. Dennis Webster Cockeysville, Md. 21030	$50.00	50%
LIMITED PARTNER		
Charles Edward Brooks Green Glade Road Phoenix, Md. 21131	$50.00	50%
	$100.00	100%

BROOKS & TURNBULL
810 DULEY AVENUE
TOWSON, MD. 21204
296-2600

October 31, 1973

PEVERLY TRACT

HARFORD COUNTY, MARYLAND

ENGINEERING DESCRIPTION

Tax Map No. 62 - Parcel No. 63
Tax Map No. 61 - Parcel No. 570

Lying and being in the First Election District of Harford County, Maryland

BEGINNING for the same at a point on the ninth or South 26°40' West 320 foot line of Tract No. 6 described in a Deed dated February 24, 1926 from James Walsh to George V. Peverley and recorded among the Land Records of Harford County, Maryland in Liber D.G.W. No. 198 at folio 17, said point being 22.43 feet from the beginning of said ninth line and also on the southwesterly side of Abingdon Road, 50 feet wide, as established by a Deed dated October 21, 1960 from Sydney D. Peverley, et ux, to the County Commissioners of Harford County and recorded among the aforementioned Land Records in Liber G.R.G. No. 561 at folio 586, thence binding on said southwesterly side of Abingdon Road, (1) North 53°59'49" West, 576.22 feet to a point on the fourth or North 43°21' East, 438.37 foot line of a Deed dated December 23, 1957 from Sydney D. Peverley, et ux to the Roman Catholic Archbishop of Baltimore and recorded among the aforementioned Land Records in Liber G.R.G. No. 495 at folio 505, thence binding reversely on said fourth line, as now surveyed (2) South 39°44'38" West,

435.71 feet to a pipe found at the beginning of said fourth line and at the beginning of the Third line of a Deed dated September 23, 1968 from Sydney D. Peverley, et ux, to Lawrence Cardinal Shehan, Roman Catholic Archbishop of Baltimore, and recorded among the aforementioned Land Records in Liber G.R.G. No. 792 at folio 140, thence binding on the Third and Fourth lines thereof, as now surveyed, (3) South 39°44'38" West, 295.14 feet to a pipe found; (4) North 49°26'42" West, 517.24 feet to a stone marked 1808, heretofore set, at the end of the fourth or North 69°45' East, 586 foot line of the first mentioned Tract No. 6; thence binding reversely on said fourth line and on a portion of the third line of said Tract No. 6, as now surveyed, the following two courses and distances, (5) South 62°17'12" West, 586.00 feet; (6) North 34°27'48" West, 530.81 feet to a point on the southerly right of way line of the Northeastern Expressway (Interstate Route No. 95) as shown on State Roads Commission of Maryland Right of Way Plats Numbered 22938, 22937, 22400 and 22399 for Contract No. NE105, said right of way acquired by Deed from Sydney D. Peverly, et ux, to the State of Maryland, to the use of the State Roads Commission of Maryland and recorded among the Land Records of Harford County in Liber G.R.G. No. 624 at folio 459, thence binding on said right of way line, as now surveyed, the following nine courses and distances, (7) South 67°26'44" West, 162.04 feet; (8) South 74°27'59" West, 101.98 feet; (9) South 63°09'23" West, 400.00 feet; (10) South 46°27'26" West, 104.40 feet; (11) South 60°42'09" West, 350.32 feet; (12) South 65°03'26" West, 150.08 feet; (13) South 74°27'29" West, 203.96 feet; (14) South 63°09'23" West, 1839.27 feet; (15) Southwesterly along a curve to the left, having a radius of 34, 227.47 feet, for a distance of 379.35

feet, being subtended by a Chord bearing and distance of South 62°50'20" West, 379.35 feet to a point on the twenty sixth or North 02°40' East, 1127 foot line of the aforementioned Tract No. 6; thence leaving said right of way and binding reversely on siad twenty sixth line, as now surveyed, (16) South 04°18'53" East, 405.55 feet to a pile of stones at the northernmost corner of Lot No. 18 as shown on the Plat of "Red Maple Drive" recorded among the Plat Records of Harford County in Plat Book No. 6 at folio 62, thence binding on the outline of said Plat and on the northerly outline of Lots 18 thru 14, as now surveyed, (17) South 52°37'57" East, 754.86 feet to a point in or near the middle of the Ha Ha Branch, thence binding in or near the middle of said Branch and on the outline of Lots 14 and 13 as shown on the aforementioned Plat of "Red Maple Drive", as now surveyed, the following thirty courses and distances, (18) South 14°31'42" East, 120.48 feet; (19) North 42°05'54" East, 62.90 feet; (20) South 20°11'27" East, 67.86 feet; (21) South 31°14'31" East, 78.05 feet; (22) South 86°37'50" East, 23.82 feet; (23) South 00°29'31" East, 55.57 feet; (24) South 59°42'27" West, 34.80 feet; (25) South 23°22'14" East, 84.78 feet; (26) South 69°07'01" East, 42.01 feet; (27) South 29°38'26" East, 37.87 feet; (28) South 01°46'22" West, 44.55 feet; (29) South 59°35'13" West, 39.03 feet; (30) South 28°10'42" East, 41.35 feet; (31) South 33°20'30" West, 43.27 feet; (32) South 37°58'40" East, 50.63 feet; (33) South 67°20'33" East, 42.25 feet; (34) North 66°40'21" East, 25.29 feet; (35) South 06°17'27" East, 43.07 feet; (36) North 89°13'25" East, 69.66 feet; (37) South 47°59'12" East, 46.04 feet; (38) South 15°24'49" East, 41.05 ; (39) North 50°26'24" East, 46.99 feet; (40) South 16°01'51" East, 58.85

feet; (41) South 58°33'33" East, 26.23 feet; (42) South 12°18'31" West, 27.00 feet; (43) South 55°02'27" West, 41.29 feet; (44) South 24°50'13" East, 79.78 feet; (45) South 53°51'16" East, 68.15 feet; (46) South 19°16'40" West, 51.70 feet; (47) South 61°27'06" West, 28.75 feet to the northeasterlymost corner of Lot No. 12A as shown on the aforementioned Plat of "Red Maple Drive", and to the end of the third or South 57°39'08" East, 12.00 foot line of the 0.819 acre parcel of land described in a Deed dated December 17, 1969 from John E. Van Rossum, et al, to Sydney D. Peverley and recorded among the Land Records of Harford County in Liber G.R.G. No. 842 at folio 365, thence leaving said Ha Ha Branch and binding on the outline of said 0.819 acre parcel as now surveyed, the following four courses and distances, (48) North 57°21'27" West, 662.43 feet, binding on the northerly outline of said Lot 12A to a point in the centerline of Red Maple Drive; (49) South 14°34'32" West, 52.59 feet binding on said centerline; thence leaving said Red Maple Drive, (50) South 57°21'19" East, 588.83 feet; (51) South 30°52'43" East, 65.78 feet to a point in or near the Middle of the aforementioned Ha Ha Branch, thence binding in or near the middle of said Branch and on the outline of Lots 12A and 12 as shown on the aforementioned Plat of Red Maple Drive the following eleven courses and distances, (52) South 17°54'03" West, 36.58 feet; (53) North 80°47'57" West, 44.49 feet; (54) South 07°46'57" East, 101.25 feet; (55) South 28°48'57" East, 100.46 feet; (56) South 27°18'57" East, 60.52 feet; (57) South 25°37'03" West, 51.84 feet; (58) South 31°34'57" East, 57.86 feet; (59) South 26°15'57" East, 54.94; (60) North 48°18'03" East, 49.47 feet; (61) South 23°35'01" East, 48.49 feet; (62) South 25°43'57" East, 60.59 feet; thence leaving said Plat of "Red Maple Drive"

and continuing in or near the middle of the aforementioned Ha Ha Branch the following seventy-three courses and distances; (63) South 29°47'34" East, 83.24 feet; (64) South 04°33'08" East, 32.54 feet; (65) South 08°28'41" East, 49.98 feet; (66) South 79°31'56" East, 43.61 feet; (67) South 03°32'16" West, 90.76 feet; (68) South 10°44'39" East, 42.99 feet; (69) South 60°59'19" East, 69.83 feet; (70) South 67°39'41" East, 55.49 feet; (71) North 62°56'51" East, 66.01 feet; (72) North 48°59'57" West, 39.94 feet; (73) North 54°28'31" East, 30.32 feet; (74) South 59°04'54" East, 76.02 feet; (75) South 11°23'48" East, 41.61 feet; (76) South 78°26'28" East, 88.30 feet; (77) South 52°01'32" East, 35.49 feet; (78) South 01°32'33" East, 54.01 feet; (79) South 69°20'07" East, 74.99 feet; (80) North 85°04'07" East, 59.90 feet; (81) South 89°25'22" East, 90.21 feet; (82) North 07°48'47" West, 32.73 feet; (83) North 52°54'25" West, 38.02 feet; (84) North 10°16'16" East, 63.29 feet; (85) North 44°03'47" East, 83.12 feet; (86) North 08°33'31" West, 35.71 feet; (87) North 47°16'00" West, 41.52 feet; (88) North 52°17'31" East, 37.57 feet; (89) North 73°30'24" East, 46.43 feet; (90) North 60°57'05" East, 67.53 feet; (91) South 88°29'35" East, 31.49 feet; (92) South 55°57'14" East, 55.94 feet; (93) South 22°39'01" East, 52.80 feet; (94) North 76°41'23" East, 59.52 feet; (95) North 26°00'31" East, 33.95 feet; (96) South 60°51'34" East, 39.91 feet; (97) South 36°39'31" East, 43.17 feet; (98) South 67°54'57" East, 73.86 feet; (99) South 68°12'28" East, 73.94 feet; (100) South 19°51'57" East, 38.46 feet; (101) South 20°35'19" East, 45.88 feet; (102) South 25°20'47" West, 28.03 feet; (103) South 26°14'41" East, 33.04 feet; (104) South 39°08'26" West, 44.60 feet; (105) South 11°29'02" West, 29.99 feet;

(106) South 58°36'05" West, 38.22 feet; (107) South 05°52'38" West, 46.18 feet; (108) South 29°37'09" East, 26.10 feet; (109) North 51°36'37" East, 24.78 feet; (110) North 57°27'08" East, 31.82 feet; (111) South 55°11'33" East, 55.42 feet; (112) North 64°34'21" East, 21.29 feet; (113) North 23°44'22" East, 37.49feet; (114) South 26°22'51" East, 41.52 feet; (115) South 73°29'40" East, 53.32 feet; (116) North 53°59'45" East, 30.82 feet; (117) South 57°10'43" East, 30.87 feet; (118) North 48°12'46" East, 66.65 feet; (119) North 43°34'15" West, 24.00 feet; (120) South 68°11'00" West, 26.44 feet; (121) North 18°20'01" West, 35.18 feet; (122) North 56°17'51" East, 57.08 feet; (123) South 55°39'02" East, 70.63 feet; (124) North 68°32'44" East, 18.79 feet; (125) South 66°30'57" East, 32.55 feet; (126) South 08°56'27" West, 22.72 feet; (127) South 35°49'36" West, 38.66 feet; (128) South 37°42'03" East, 60.32 feet; (129) South 45°41'58" East 41.44 feet; (130) North 82°07'21" East, 51.38 feet; (131) South 84°57'12" East, 45.37 feet; (132) South 57°48'23" East, 53.66 feet; (133) North 78°09'51" East, 35.88 feet; (134) South 69°05'17" East, 49.64 feet; (135) North 29°00'37" East, 59.19 feet to a point on the last or North 15° West, 96 foot line described in a Deed dated May 13, 1952 from Sydney D. Peverley, et ux, to Oliver I. Gaines, et ux, and recorded among the aforementioned Land Records in Liber G.R.G. No. 374 at folio 74; thence leaving said Ha Ha Branch and binding on said last line and reversely on the nineteenth or South 15°00' East, 1495 foot line of the first mentioned Tract No. 6, as now surveyed, (136) North 20°23' 41" West, 1581.02 feet to an iron pipe heretofore set; thence binding reversely on the eighteenth or South 77°50' West,

1200 foot line of said Tract No. 6, as now surveyed, (137) North 71°11'53" East, 1199.61 feet to an iron pin heretofore set; thence binding everysoly on a portion of the seventeenth or North 31°45' West, 1184 foot line of said Tract No. 6, as now surveyed, (138) South 39°54'36" East, 213.96 feet to the northwesterly most corner of Sulphur Spring Avenue, 50 feet wide, as shown on the Plat of "Abingdon Addition" recorded among the Plat Records of Harford County in Plat Book No. 6 at folio 10; thence binding on said Sulphur Spring Avenue, as now surveyed, (139) North 50°05' 24" East, 200.00 feet to the westerly side of Ha Ha Road, 50 feet wide, as shown on said Plat of "Abingdon Addition"; thence binding on said Ha Ha Road, as now surveyed, (140) North 39°54'36" West, 68.93 feet; thence crossing said Ha Ha Road, (141) North 50°05'24" East, 50.00 feet to a point on the easterly side thereof ; thence binding on the easterly side of Ha Ha Road, the northerly side of Sulphur Spring Avenue and the westerly side of Pomeroy Road, 50 feet wide, all as shown on said Plat of "Abingdon Addition", as now surveyed, the following three courses and distances, (142) Northeasterly along a curve to the left, having a radius of 50.00 feet, for a distance of 87.50 feet, being subtended by a Chord bearing and distance of North 89°57' 23" East 76.76 feet; (143) North 39°49'23" East, 1508.52 feet; (144) Northeasterly along a curve to the left, having a radius of 50.00 feet, for a distance of 56.26 feet, being subtended by a Chord bearing and distance of North 07°35'15" East, 53.34 feet; thence crossing said Pomery Road, (145) North 65°21'08" East, 50.00 feet to a point on the easterly side thereof and to a point on the fourteenth or South 18°00' East, 1389 foot line of the aforementioned Tract No. 6 and on the

Second or North 16° 41' West, 1393.57 foot line of Parcel No. 1 described in a Deed dated March 9, 1954 from Helen M. Baker, unmarried, to Ellis W. Bankert, et ux, and recorded among the aforementioned Land Records in Liber G.R.G. No. 410 at folio 441, thence binding reversely on said fourteenth line and on said second line, as now surveyed, (146) North 24° 38'52" West, 420.87 feet to an iron pipe heretofore set; thence binding further on the outline of said Parcel No. 1, as now surveyed, the following three courses and distances, (147) North 56° 09'37" East, 100.36 feet to an iron pipe heretofore set; (148) North 80° 06'37" East, 76.54 feet to an iron pipe heretofore set; (149) North 34° 55'09" East, 565.08 feet to an iron pipe heretofore set at the end of the aforementioned ninth or South 26° 40' West, 320 foot line of Tract No. 6; thence binding reversely thereon, as now surveyed; (150) North 19° 21'09" East, 297.57 feet to the point of BEGINNING.

Containing 295.412 acres of land, more or less.

Being a part of the land referred to and described in the ninth parcel in a Deed dated May 11, 1934 from George Cuthbert Peverley, et ux, to Sydney D. Peverley and Justine P. Woodall and recorded among the Land Records of Harford County in Liber S.W.C. No. 230 at folio 210, and being also a part of the land referred to and described as the seventh parcel in a Deed from Justine P. Woodall, widow, to the said Sydney D. Peverley, dated July 23, 1941 and recorded among the Land Records of Harford County in Liber G.C.B. No. 267 at folio 229 and being all of the land described in a Deed dated December 17, 1969 from Harry E. Van Rossum, et al, to Sydney D. Peverley and recorded among the Land Records of Harford County in Liber G.R.G. No. 842 at folio 365.

SUBJECT TO:

(1) An easement or right of way, 60 feet wide, for the construction and maintenance of water conduits, pipes, mains vaults, valves and appurtenances described in an Agreement dated March 22, 1963 between Sydney D. Peverley, et ux, and the Mayor And City Council of Baltimore and recorded among the Land Records of Harford County in Liber G.R.G. No. 614 at folio 646.

(2) An easement or right of way of varying width, for the construction and maintenance of sewers, drains, water pipes and other municipal utilities and services described in a Right of Way Agreement dated December 23, 1969 between Sydney D. Peverley, et ux, to the Harford County Metropolitan Commission, and recorded among the Land Records of Harford County in Liber G.R.G. No. 835 at folio 337 and being further shown on Plats numbered 6011-8, 6011-9, 6100-10 and 6011-15 and recorded among the Plat Records of Harford County in Plat Book G.R.G. No. 1 at folios 98 thru 101 respectively.

(3) An easement or right of way, 20 feet wide, for the construction and maintenance of sewers, drains, water pipes and other municipal utilities and services described in a Right of Way Agreement dated August 10, 1968 between Harry E. Van Rossum and John E. Van Rossum and the Harford County Metropolitan Commission and recorded among the Land Records of Harford County in Liber G.R.G. No. 790 at folio 127 and more fully shown on Plat No. 6011-13 attached thereto.

RECEIVED FOR RECORD &
RECORDED IN LIBER 941
NO 941 FOLIO 1017
ONE OF THE
1:15 pm
DEC 7 1 3 PM '73
RECORDS HARFORD
CO. MD & EXAMINED PER
H. DOUGLAS CHILCOAT.
CLERK

BOOK 941 PAGE 1035

LIBER 1 PAGE 416

1/9/74 Mailed to: C. Dannie, Balto. Md.

FIRST AMENDMENT TO

BYNUM RUN CENTER ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

This First Amendment is made and entered into as of this 30th day of May, 1973, by and among the undersigned parties.

WITNESSETH:

WHEREAS, Land Development Associates, Inc. ("LDA"), a Maryland corporation, and C. Dennis Webster ("Webster") formed a limited partnership pursuant to the laws of the State of Maryland known as "Bynum Run Center Associates" (the "Partnership"), pursuant to the Bynum Run Center Associates Limited Partnership Agreement and Certificate of Limited Partnership (the "Agreement and Certificate"), dated May 1, 1973, and recorded June 25, 1973, in Book 929 at Page 744 among the records in the Office of the Clerk of the Circuit Court of Harford County, Maryland; and

WHEREAS, LDA and Webster acquired and held their interests in the Partnership as nominees and agents for Webster, Kenneth H. Roberts, Thomas C. Munz and Donald G. Foery, as the real and beneficial owners of said partnership interests in the respective percentages hereinafter set forth; and

WHEREAS, the parties hereto desire hereby to set forth of record the real and beneficial interests of Webster, Roberts, Munz and Foery in the Partnership;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby confirm and agree, and do hereby certify, and the Agreement and Certificate is hereby amended, as follows:

1. It is hereby confirmed and agreed that, effective as of the formation of the Partnership as of May 1, 1973, the general partners and limited partners of the Partnership, and the percentage of partnership interest of each of them, were and continue to be as shown on Exhibit "A-1" attached hereto and hereby made a part hereof. LDA and Webster hereby confirm that they acquired and held their respective partnership interests in the Partnership pursuant to the original Agreement and Certificate solely as nominees and agents for the partners listed on Exhibit "A-1" hereto and said LDA and Webster hereby relinquish any interests they may have held in the Partnership as nominees and agents for the partners listed in Exhibit "A-1" hereto.

2. In order to reflect the foregoing, the Exhibit "A" attached to and made a part of the original Agreement and Certificate is hereby amended by deleting said Exhibit "A" in its entirety and substituting, in lieu thereof, the Exhibit "A-1" attached hereto, so that from and after the effective date

DEC 20-73 A 2230 *****21.00

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LIBER 1 PAGE 417

of this Amendment (May 1, 1973), all references in the Agreement and Certificate to Exhibit "A" shall be deemed to be references to the Exhibit "A-1" attached hereto.

3. The Agreement and Certificate, as herein amended, shall remain in full force and effect and is hereby ratified, confirmed and reaffirmed for all purposes and in all respects.

IN WITNESS WHEREOF, the undersigned have duly executed this First Amendment under seal as of the day and year first above written, but effective for all purposes and in all respects as of May 1, 1973.

PARTIES RELINQUISHING NOMINEE INTERESTS

LAND DEVELOPMENT ASSOCIATES, INC.

Elizabeth A. Foster, Secretary

By Kenneth H. Roberts, President

[Corporate Seal]

WITNESS:

Maryann R. Simmons

C. Dennis Webster (SEAL)

GENERAL PARTNERS

WITNESS:

Maryann R. Simmons

C. Dennis Webster (SEAL)

Maryann R. Simmons

Kenneth H. Roberts (SEAL)

Maryann R. Simmons

Thomas C. Munz (SEAL)

Maryann R. Simmons

Donald G. Foery (SEAL)

LIMITED PARTNERS

WITNESS:

Maryann R. Simmons

C. Dennis Webster (SEAL)

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Maryann R. Simmons — Kenneth H. Roberts (SEAL)
Kenneth H. Roberts

Maryann R. Simmons — Thomas C. Munz (SEAL)
Thomas C. Munz

Maryann R. Simmons — Donald G. Foery (SEAL)
Donald G. Foery

STATE OF MARYLAND)
COUNTY OF ~~PRINCE GEORGE'S~~ Montgomery) SS:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts, President of Land Development Associates, Inc., a Maryland corporation, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, executed the foregoing and annexed Instrument in the name and on behalf of said Corporation as its free act and deed for the uses and purposes therein contained, and further acknowledged that the facts relating to said Corporation set forth in said Instrument are true and correct.

WITNESS my hand and official seal this 5th day of December, 1973.

Maryann R. Simmons
Notary Public

My Commission expires:
July 1, 1974
[Notarial Seal]

STATE OF MARYLAND)
COUNTY OF ~~PRINCE GEORGE'S~~ Montgomery) SS:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date C. Dennis Webster, Kenneth H. Roberts, Thomas C. Munz and Donald G. Foery, who, being by me each first duly sworn, did each acknowledge that he executed the foregoing and annexed Instrument as his free act and deed for the uses and purposes therein contained, and did each further acknowledge that the facts relating to him set forth in said Instrument are true and correct.

WITNESS my hand and official seal this 5th day of December, 1973.

Maryann R. Simmons
Notary Public

My Commission expires:
July 1, 1974
[Notarial Seal]

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Date: May 30, 1973

EXHIBIT "A-1"

BYNUM RUN CENTER ASSOCIATES

FIRST AMENDMENT TO
LIMITED PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNERS		
C. Dennis Webster 660 Kenilworth Dr., Suite 217 Towson, Maryland 21204	$ 2.00	2.00%
Kenneth H. Roberts 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 2.00	2.00%
Thomas C. Munz 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 2.00	2.00%
Donald G. Foery 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 2.00	2.00%
LIMITED PARTNERS		
C. Dennis Webster 660 Kenilworth Dr., Suite 217 Towson, Maryland 21204.	$ 29.25	29.25%
Kenneth H. Roberts 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 28.94	28.94%
Thomas C. Munz 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 28.94	28.94%
Donald G. Foery 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 4.87	4.87%
TOTALS	$100.00	100.00%

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RECORDED IN LIBER ADC
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DEC 20 8 54 AM '73
RECORDS HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

OF

EDGEWOOD ASSOCIATES

[Amending the Certificate of Limited Partnership in its entirety]

THIS AMENDED CERTIFICATE OF LIMITED PARTNERSHIP hereinafter referred to as the "Partnership Certificate"), dated May 1, 1973, is made and entered into by and among the undersigned parties and shall be effective for all purposes and all respects as of May 1, 1973.

WITNESSETH:

RECITALS:

R-1. Certain of the parties hereto, namely LAND DEVELOPMENT ASSOCIATES, INC. ("LDA"), a Maryland corporation, as sole general partner, and C. DENNIS WEBSTER, as sole limited partner, constitute all of the present partners of "EDGEWOOD ASSOCIATES" (The "Partnership"), a limited partnership organized and presently existing under the laws of the State of Maryland, pursuant to that certain "Edgewood Associates Limited Partnership Agreement and Certificate of Limited Partnership", dated April 30, 1973, which instrument has been duly recorded on May 23, 1973, in the Office of the Clerk of the Circuit Court of Harford County, Maryland, in Liber H. D. C. 926 at Page 811.

R-2. Pursuant to that certain Edgewood Associates Amended Limited Partnership Agreement (the "Amended Limited Partnership Agreement"), bearing even date herewith: (i) additional parties were admitted to the Partnership as additional general partners and/or additional limited partners and the original limited partner retired as a limited partner; (ii) all of the partners reached new agreements and understandings among themselves; and (iii) in order to fully and accurately reflect such new agreements and understandings, all of the partners set forth in full in said Amended Limited Partnership Agreement all of the terms and conditions of their new agreements and understandings.

R-3. The general partners and the present limited partners (collectibely constituting all of the parties hereto and all of the partners of the Partnership) unanimously desire hereby to amend and restate, in its entirety, the Certificate of Limited Partnership of the Partnership, dated April 30, 1973, in order to reflect such new understandings and agreements set forth in said Amended Limited Partnership Agreement bearing even date herewith.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, agreements and certifications of the parties hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby mutually covenant and agree, and do hereby certify, and the Certificate of Limited Partnership, dated April 30, 1973 shall be, and it hereby is, amended in toto, to read in its entirety as follows:

DEC 20-73 A 82356 ******

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I. The name of the Limited Partnership shall continue to be "EDGEWOOD ASSOCIATES" (hereinafter referred to as the "Partnership").

II. The business of the Partnership shall continue to consist of (i) acquiring and owning certain undeveloped real property (hereinafter sometimes referred to as the "Land") located in the southeast quadrant of the intersection of Maryland State Route 152 (Mountain Road) and Trimble Road in Harford County, Maryland, containing approximately 38.166 acres, and being more particularly described in Exhibit "B" attached hereto and incorporated herein by reference; (ii) holding the Land as a long-term investment for appreciation in value; (iii) attempting to rezone the Land to a higher and better use; (iv) selling the Land; and (v) carrying on any and all activities related thereto.

III. The principal office and place of business of the Partnership shall continue to be located at the Land in Harford County, Maryland. In addition, the Partnership shall also continue to have an office c/o general partner, Land Development Associates of Baltimore, Inc., at Suite 217, 660 Kenilworth Drive, Towson, Maryland 21204. The Partnership may have such other or additional offices as the general partners, in their sole discretion, shall deem advisable.

IV. The names of the general partners and the limited partners of the Partnership, the place of residence of each, and the percentage of partnership interest of each, are as designated in Exhibit "A", attached hereto and hereby made a part hereof and incorporated herein by this reference. Any two general partners, in their capacities as general partners, shall have the right, power and authority (without regard to the term of the Partnership), acting for and on behalf of the Partnership, to lease, sell, mortgage, convey, refinance, grant easements on or dedicate the property (or any part thereof) of the Partnership, to borrow money and execute promissory notes, to secure the same by mortgage [which term "mortgage" is hereby defined for all purposes of this Partnership Certificate to include deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts, and similar security agreements] upon such Partnership property, to renew or extend any and all such loans or notes, to convey such Partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the Partnership. In no event shall any party dealing with any such two general partners with respect to any property of the Partnership, or to whom any such property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced [which term "refinanced" is hereby defined for all purposes of this Partnership Certificate to include replaced, recast, modified, extended or increased] by such two general partners, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of the Amended Limited Partnership Agreement of Edgewood Associates, bearing even date herewith (which, together with any amendments thereto, is incorporated herein by reference and is hereinafter referred to as the "Partnership Agreement"),

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have been complied with, or be obligated to inquire into the necessity or expediency of any act or action of any such two general partners, or be obligated or privileged to inquire into any of the terms of the Partnership Agreement, and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by any such two general partners with respect to any property of the Partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the Partnership was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of the Partnership Agreement and is binding upon the Partnership and all of the partners hereof, and (iii) such two general partners were duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

V. The term of the Partnership commenced as of April 30, 1973; and it shall continue until December 31, 1980 and thereafter from year to year unless sooner terminated in accordance with the provision of the Partnership Agreement.

VI. The total amount of cash required to be contributed to the capital of the Partnership by each partner is shown on Exhibit "A" hereto.

VII. A. Of the total amount of cash (subject to the below described adjustments for taxes and assessments) required to be contributed to the capital of the Partnership by each limited partner as shown on Exhibit "A" hereto and as referred to in Paragraph VI above, each limited partner has, as of the date hereof, contributed in cash to the capital of the Partnership an amount equal to One Thousand Eight Hundred and 00/100 Dollars (1,800.00) for each Five Percent (5%) of limited partnership interest (or a proportionate sum for a greater or lesser percentage of partnership interest) owned by such limited partner. The balance of such cash required to be contributed to the capital of the Partnership by the limited partners, for each Five Percent of limited partnership interest (adjusted proportionately for a greater or lesser percentage of limited partnership interest), is required to be contributed in accordance with the following schedule, to wit:

May 15, 1973	$1,800.00
November 15, 1973	$ 800.00
May 1, 1974	$ 650.00
May 1, 1975	$ 650.00
May 1, 1976	$2,550.00
May 1, 1977	$2,550.00
May 1, 1978	$2,550.00
May 1, 1979	$2,550.00
TOTAL	$14,100.00

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The amount of cash shown opposite the name of each limited partner on Exhibit "A" represents the total amount of cash or property required at any time to be contributed to the capital of the Partnership by such limited partner, except as is provided in Section 6A(2)(b) of the Partnership Agreement which provides for possible additional contributions by the limited partners for increases in real estate taxes and assessments; and no limited partner (in his capacity as a limited partner) shall be required to make any additional contribution to the capital of the Partnership beyond the amount set forth opposite such limited partner's name on Exhibit "A", except as so provided in Section 6A(2)(b) of the Partnership Agreement.

B. If any limited partner defaults in the payment of all or any portion of any required installments of his required capital contribution, when the same is due and payable as specified in Paragraph VII. A above, and if said default continues for fifteen (15) days without being cured, the general partners shall have the option, in their sole discretion, to: (i) cause the Partnership to sue the defaulting limited partner for his entire unpaid required capital contribution, together with interest and costs applicable to such suit, or (ii) to cause a forfeiture of such limited partner's entire limited partnership interest. If such forfeiture is declared, the capital contributions made by such defaulting limited partner to the date of such default shall inure to the benefit of the Partnership. In such event, the general partners may, in their sole discretion, (i) assume the defaulting limited partner's obligation to make the remaining capital contributions in respect of such interest, in which case the general partners will become substituted limited partners in respect of such interest, or (ii) admit a substituted limited partner other than themselves if such limited partner assumes the defaulting limited partner's obligation to make all remaining capital contributions due in respect of such interest, and so long as such assumption shall not constitute a violation of the Securities Act of 1933. Notwithstanding the forfeiture of the entire limited partnership interest of any such defaulting limited partner, such defaulting limited partner or his estate shall remain and continue to be personally liable for any unpaid portion or all of such required capital contribution unless and until such amount is actually paid in to the Partnership by the limited partner substituted for such defaulting limited partner.

VIII. The capital account of any limited partner, properly adjusted to reflect his distributive share of Partnership profits and losses and distributions by the Partnership to him, shall be returned to him upon ninety (90) days' written notice by such limited partner to all the other partners on or after December 31, 1980, provided the assets of the Partnership are then sufficient to cover all of its liabilities, including liabilities to partners in respect of their capital accounts.

IX. The share of profits or other compensation by way of income which each limited partner shall receive by reason of such limited partner's capital contribution is as follows:

> Except as otherwise provided in Section 7 of the Partnership Agreement, the profits of the Partnership for each Partnership accounting year or other period shall be shared, and the losses of the Partnership for each Partnership accounting year or other period shall be borne by and allocated to, all of the partners (general and limited) of the Partnership, pro rata, in proportion to their respective percentages of partnership interest; provided, however, that no limited partner (in his capacity as a limited partner) shall be liable for losses of the Partnership in excess of the amount of his share of Partnership capital plus such limited partner's unpaid required capital contributions specified in Paragraph VII hereof.

X. A. The general partnership interests of the general partners may not be assigned or transferred without the unanimous consent of all partners (general and limited), except to a party who, at the time of such assignment or assignments, is a general partner of the Partnership. Each limited partner or the representative of the estate of a limited partner may, in accord with the provisions of the Partnership Agreement, assign his limited partnership interest (including his right to receive a share of the profits or other compensation by way of income and a return of his capital account); provided, however, the assignee shall not become a substituted limited partner of the partnership unless (i) the assigning limited partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of the Partnership Agreement and of this Partnership Certificate; (iii) the general partners unanimously so consent in writing; (iv) the assignee agrees to make all future required capital contributions, if any, in respect of such limited partnership interest; and (v) the assignee pays to the general partners, for the account of the Partnership, a fee of One Hundred Dollars ($100.00) to cover the costs and expenses of preparation, execution and recordation of an amendment to this Partnership Certificate to reflect such substitution. If all of such conditions are satisfied, the general partners shall prepare (or cause to be prepared) for recordation an amendment to this Partnership Certificate to be signed and sworn to by the general partners, by each of the limited partners, by the assigning limited partner, and by the assignee.

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B. Each limited partner hereby irrevocably appoints any two of the herein named general partners as such limited partner's true and lawful attorneys-in-fact, in such limited partner's name and behalf, to sign, certify under oath and acknowledge, any and every such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner, or to reflect:

(i) A change in the name of the Partnership or in the amount or character of the contribution of any limited partner (including a change by reason of the return to any limited partner of all or any part of his capital account);

(ii) The admission of an additional partner in accordance with the provisions of Paragraph XI hereof or by unanimous agreement of all partners;

(iii) The admission of a general partner by unanimous agreement of all partners, or pursuant to the first sentence of Paragraph X. A hereof;

(iv) A change in the character of the business of the Partnership;

(v) The correction or clarification of any incorrect statement in this Partnership Certificate (or any amendment hereof);

(vi) A change in the time stated in this Partnership Certificate (or any amendment hereof) for the end of the term of the Partnership or for the return of the capital account of any limited partner; or

(vii) Any other change or modification of this Partnership Certificate (or any amendment hereof) made in order to represent accurately the agreement among the partners, such power of attorney being coupled with an interest and being irrevocable so long as any two of Land Development Associates, Inc., Land Development Associates of Baltimore, Inc. and/or C. Dennis Webster are general partners of the Partnership.

XI. No right is reserved to admit additional limited partners to the Partnership except in the following situations:

(a) In the event any limited partner defaults in his obligation to contribute to the capital of the Partnership the entire amount which such limited partner is required to contribute, and the general partners exercise the option, set forth in Paragraph VII. B above, to declare a forfeiture of the limited partnership interest of the defaulting limited partner, then the party (including the general partners) who assumes such defaulting partner's obligation to make the remaining capital contributions in respect of such limited partnership interest, shall become a substituted limited partner of the Partnership to the extent of such defaulting partner's limited partnership interest;

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(b) By unanimous agreement of all partners;

(c) In the event of the assignment by a limited partner of all or any part of his limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in Paragraph X.A hereof;

(d) In the event of the conversion of a general partnership interest into a limited partnership interest in accordance with the provisions of the second sentence of Paragraph XIII of this Partnership Certificate, then such general partner (or his or its trustee in bankruptcy, receiver, committee, executors or administrators, successors, assigns or other legal representatives) shall automatically become a limited partner; and

(e) Additional limited partners may be admitted at any time to the Partnership by the general partners, without the consent of or notice to the existing limited partners, on the same terms and conditions as exist for the present limited partners, by execution of this Partnership Certificate and the Partnership Agreement; provided, however, that not more than sixty percent (60%) of the total partnership interests may be held by limited partners on such terms and conditions.

XII. No limited partner shall have priority over any other limited partner with respect to contributions, capital accounts, distribution of profits, distributions upon dissolution, or as to any other compensation by way of income.

XIII. Except as set forth in the following sentence of this Paragraph XIII, no partner shall have the right to continue the Partnership and its business on the retirement, death, dissolution, liquidation or adjudication of bankruptcy, insolvency, incompetency or insanity of any general partner, or the happening of any other event causing dissolution of the Partnership under the laws of the State of Maryland, except insofar as may be necessary to the liquidation and winding up of the affairs of the Partnership. On the retirement, death, dissolution, liquidation or adjudication of bankruptcy, insolvency, insanity or incompetency of any general partner, or the happening of any other event causing dissolution of the Partnership under the laws of the State of Maryland, if the remaining general partners or partner (if any) [or, in the event there is no remaining general partner, any group of partners owning at least seventy percent (70%) of the total partnership interests] elect to continue the Partnership and the Partnership business, then (i) the Partnership shall not be dissolved; (ii) the Partnership and the business of the Partnership shall be continued, under and pursuant to the provisions of the Partnership Agreement; (iii) the general partnership interest owned by the retired, withdrawn, deceased, dissolved, liquidated, bankrupt, insolvent, insane or incompetent general partner shall automatically be converted into and shall be deemed to be a limited partnership interest, and such partner (or his or its trustee in bankruptcy, receiver, committee, executors or administrators, successors, assigns or other legal representatives) shall thereafter be deemed to be a limited partner;

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and (iv) this Partnership Certificate shall be amended to reflect such continuation and such conversion of such general partnership interest into a limited partnership interest.

XIV. No limited partner shall have any right to demand and receive property, other than cash or in lieu of cash, in return of his capital account. His demand for the return of his capital account, if otherwise proper under the terms of Paragraph VIII hereof, shall be for cash only.

IN WITNESS WHEREOF, the undersigned partners, individually or by their duly authorized corporate officers, have executed this Partnership Certificate and have hereunto affixed their seals as of the day and year first above written.

GENERAL PARTNERS

ATTEST:

LAND DEVELOPMENT ASSOCIATES, INC.
a Maryland Corporation

Elizabeth A. Foster, Secretary

By Thomas C. Munz, Exec. Vice Pres.

[Corporate Seal]

ATTEST:

LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC.
a Maryland Corporation

Elizabeth A. Foster, Secretary

By C. Dennis Webster, President

[Corporate Seal]

Maryann R. Simmons

C. Dennis Webster (SEAL)
C. DENNIS WEBSTER

[Signatures continued on next Page]

LIMITED PARTNERS

LAND DEVELOPMENT ASSOCIATES, INC. and LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., as Attorneys-in-Fact for All Limited Partners Shown on Exhibit "A" Hereto

ATTEST:

LAND DEVELOPMENT ASSOCIATES, INC. as Attorney-in-Fact

Elizabeth A. Foster, Secretary

By: Thomas C. Munz, Executive Vice President

[Corporate Seal]

ATTEST:

LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC. as Attorney-in-Fact

Elizabeth A. Foster, Secretary

By: C. Dennis Webster, President

[Corporate Seal]

State of Maryland)
County of Montgomery) ss:
)

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date THOMAS C. MUNZ personally well known (or satisfactorily proven) to me to be the Executive Vice President of LAND DEVELOPMENT ASSOCIATES, INC., a Maryland corporation, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, executed the foregoing and annexed Instrument, in the name and on behalf of said Corporation, as its free act and deed for the uses and purposes therein contained; and said THOMAS C. MUNZ further acknowledged that said LAND DEVELOPMENT ASSOCIATES, INC., being authorized so to do, executed the foregoing and annexed Instrument in the name and on behalf of all Limited Partners of EDGEWOOD ASSOCIATES, as Attorney-in-Fact for all said Limited Partners shown on Exhibit "A" hereto.

WITNESS my hand and official seal this 14th day of December, 1973.

Notary Public

[Notarial Seal]

My Commission Expires: 7-1-74

INITIAL

State of Maryland)
County of Montgomery) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date C. DENNIS WEBSTER personally well known (or satisfactorily proven) to me to be the President of LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., a Maryland corporation, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, executed the foregoing and annexed Instrument, in the name and on behalf of said Corporation, as its free act and deed for the uses and purposes therein contained; and said C. DENNIS WEBSTER further acknowledged that said LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., being authorized so to do, executed the foregoing and annexed Instrument in the name and on behalf of all Limited Partners of EDGEWOOD ASSOCIATES, as Attorney-in-Fact for all said Limited Partners shown on Exhibit "A" hereto.

WITNESS my hand and official seal this 14th day of December, 1973.

[Notarial Seal]

Maryann K. Simmons
Notary Public

My Commission Expires: 7-1-74

State of Maryland)
County of Montgomery) ss:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date, C. DENNIS WEBSTER, personally well known (or satisfactorily proven) to me to be the person whose name is subscribed to the foregoing and annexed Instrument, who, being by me first duly sworn, did acknowledge that he executed said Instrument as his free act and deed for the uses and purposes therein contained.

WITNESS my hand and official seal this 14th day of December, 1973.

[Notarial Seal]

Maryann K. Simmons
Notary Public
My commission Expires: 7-1-74

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VERIFICATION

The undersigned General Partner hereby verifies and acknowledges that each Limited Partner of EDGEWOOD ASSOCIATES ----------, a Maryland limited partnership, shown on Exibit "A" hereto, has read the Amended Limited Partnership Agreement and Amended Certificate of Limited Partnership of the Partnership, and has joined the Partnership pursuant to the provisions of such Amended Limited Partnership Agreement and such Amended Certificate of Limited Partnership as a Limited Partner of the Partnership by duly executing and acknowledging a separate Certification and Signature Page annexed to the original copy of this Amended Partnership Certificate, which original copy is retained in the records of the Partnership.

LAND DEVELOPMENT ASSOCIATES, INC., General Partner

By Kenneth H Roberts
Kenneth H. Roberts, President

ATTEST: Elizabeth A. Foster
Elizabeth A. Foster, Secretary
[Corporate Seal]

STATE OF MARYLAND)
) ss:
COUNTY OF Montgomery)

Before me a Notary Public in and for the jurisdiction aforesaid, personally appeared this date, KENNETH H. ROBERTS, personally well known (or satisfactorily proven) to me to be the President of LAND DEVELOPMENT ASSOCIATES, INC., a General Partner of EDGEWOOD ASSOCIATES ----------, a Maryland limited partnership, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, being authorized so to do, executed the foregoing Verification, in the name and on behalf of said Corporation as General Partner of said Limited Partnership, as the free act and deed of said Limited Partnership for the uses and purposes therein contained.

WITNESS my hand and official seal this 14th day of December, 1973.

Maureen R. Simmons
Notary Public

[Notarial Seal]

My commission expires: 7-1-74

INITIAL e

Date: May 1, 1973

EXHIBIT "A"

EDGEWOOD ASSOCIATES

AMENDED LIMITED PARTNERSHIP AGREEMENT
AND
AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

[Both Dated May 1, 1973]

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNERS		
Land Development Associates, Inc. 6811 Kenilworth Avenue, Suite 606 Riverdale, Maryland 20840	-0-	13.33%
Land Development Associates of Baltimore, Inc. 660 Kenilworth Drive, Suite 217 Towson, Maryland 21204	-0-	20.00%
C. Dennis Webster 660 Kenilworth Drive, Suite 217 Towson, Maryland 21204	-0-	6.67%
LIMITED PARTNERS		
Paul R. & Helen S. Ashbrook 4340 North 30th Street Arlington, Virginia 22207	$15,900	5.00%
Charles E. & Nancy S. Brooks 610 Bosley Avenue Towson, Maryland 21204	$ 7,950	2.50%
Douglas R. Graham 8932-E Town & Country Boulevard Ellicott City, Maryland 21043	$15,900	5.00%
John Haws 4201 Westview Road Baltimore, Maryland 21218	$15,900	5.00%
T. L. & R. D. Irvin 14900 Old York Road Phoenix, Maryland 21131	$15,900	5.00%
William H. May 7868 Eastern Avenue Baltimore, Maryland 21224	$23,850	7.50%
Eleanor B. McGinn 1 Bromwell Court Cockeysville, Maryland 21030	$15,900	5.00%

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
Louis & Alice Rosenbush, Jr. 3502 Woodvalley Drive Baltimore, Maryland 21208	$15,900	5.00%
Stephen Toms 1712 Winford Road Baltimore, Maryland 21214	$15,900	5.00%
Leila Rutherford Turk 101 Estes Road Baltimore, Maryland 21212	$15,900	5.00%
John G. & Ann H. Turnbull Belfast Road Sparks, Maryland 21152	$ 7,950	2.50%
Robert S. VanPelt 15312 Bitterroot Way Rockville, Maryland 20850	$15,900	5.00%
Donald E. Webster Suite 1006, One South Calvert Building Baltimore, Maryland 21202	$ 7,950	2.50%
TOTALS	$190,800	100.00%

EXHIBIT "B"

All that certain piece or parcel of land, together with the improvements, easements, benefits and appurtenances (including all of the right, title and interest in and to the bed of any public road or thoroughfare adjoining any part of the below described property) thereunto belonging or appertaining, situate, lying and being in the First Election District, Harford County State of Maryland, and being legally and particularly described as follows, to wit:

Beginning for the same at a stone marked "A" at the common corner of the lands of Frank J. Fisch and wife, and the lands of Herman A. Hanson, said stone being at the beginning of that tract of land which by a deed dated 21 January 1959 was conveyed by Fredericka Oakley to Frank J. Fisch and Marie O. Fisch, his wife, and recorded among the Land Records of Harford County in Liber G.R.G. 520 folio 77 said stone being also the point of beginning of that tract of land designated as "Parcel B" of Tract No. 1, and described in a mortgage between Herman A. Hanson and Jean E. Hanson, his wife, and the Federal Land Bank of Baltimore, and recorded among the aforesaid Land Records in Liber G.R.G. 357 folio 193, and thence leaving the lands of said Fisch, binding reversely on the 5th and 4th lines of said Parcel "B", as now surveyed, the 2 following courses and distances, viz:

1) North 05° 08' 38" East 234.30 feet to a pipe heretofore set, and

2) South 81° 52' 30" East 563.78 feet to a pipe heretofore set in the outline of the lands of Calvin E. Hanson, said pipe being at the end of the South 12° East 86 perch line of that tract of land which by a deed dated 15 December 1873 was conveyed by John Timmons and Louisa Timmons, his wife, to Noah S. Stinchcomb and recorded among the aforesaid Land Records in Liber A.L.J. 29 folio 499, and thence leaving the said Herman A. Hanson lands, running with and binding on the lands of said Calvin E. Hanson, and reversely with the South 12° East 86 perch line and reversely with the South 11-3/4° East 8-1/2 perch line of that tract of land which by a deed dated 23 March 1880 was conveyed by Edward Sweeting and Ruth A. Sweeting, his wife, to Noah S. Stinchcomb, and recorded in the aforesaid Land Records in Liber A.L.J. 42 folio 453, the 2 following courses and distances, viz:

1) North 04° 30' 01" West 1526.36 feet to a pipe set in an oak stump on the south side of Old Trimble Road, and continuing this same direction,

2) North 04° 30' 01" West 23.89 feet to a point in said Old Trimble Road, and thence running with and binding reversely on the North 78-3/4° East 54-6/10 perch line of said conveyance from Sweeting to Stinchcomb, as now surveyed, South 88° 10' 38" West 900.90 feet to a pipe now set, and thence reversely with

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[redacted] 94[redacted]732 [redacted]

the South 10-1/4° East 7 perch line of said conveyance, as now surveyed, North 00° 49' 22" West 62.67 feet to a point in or near the center of Trimble Road, and thence running with and binding on or near the center of said road, the 5 following courses and distances, viz;

1) North 89° 09' 08" West 15.58 feet to an iron spike now set,

2) South 88° 50' 53" West 47.20 feet,

3) South 85° 56' 45" West 40.13 feet,

4) South 83° 11' 39" West 38.98 feet, and

5) South 80° 33' 44" West 354.75 feet to intersect the east right of way line of Maryland Route No. 152, as shown on State Roads Commission plats No. 4044 and No. 4045, and thence running with and binding on said right of way line, the 13 following courses and distances, viz;

1) by a curve to the left with a 2266.83 foot radius, an arc length of 298.00 feet,

2) South 30° 29' 01" East 418.35 feet,

3) South 41° 17' 01" East 64.04 feet,

4) South 45° 19' 45" East 41.76 feet,

5) South 28° 44' 17" East 93.80 feet,

6) South 28° 05' 50" East 57.61 feet,

7) South 25° 18' 05" East 58.71 feet,

8) South 17° 58' 53" East 63.33 feet,

9) South 17° 22' 56" East 68.58 feet,

10) South 08° 00' 17" East 37.86 feet,

11) South 07° 38' 30" East 112.38 feet,

12) South 11° 07' 30" West 53.59 feet, and

13) by a curve to the right with a 1457.40 foot radius, an arc length of 249.34 feet to the lands of the aforesaid Fisch, and thence running with the lands of said Fisch, South 60° 36' 22" East 409.24 feet to the point of beginning. Containing 38.166 Acres of land more or less as surveyed by Harford Survey Associates in March 1967.

Being a part of those tracts or parcels of land which by a deed dated 31 July 1882 was conveyed by Noah S. Stinchcomb and Mary E. Stinchcomb, his wife, to William Price and recorded among the Land Records of Harford County in Liber A.L.J. 46 folio 33.

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Being the same property conveyed by Deed dated May 15, 1970, and recorded in Liber 845 of Page 150 among the Harford County, Maryland, Land Records, from Milton J. Bishop and J. Donald Connor, Trustees, to Calvin E. Hanson and Lillian Marie Hanson, his wife, said Deed being made pursuant to a Decree, dated March 17, 1966, of the Circuit Court for Harford County, Maryland in Equity (Equity Docket No. 17, folio 118, Case No. 16780) ordering the sale of said property, the said Trustees having given bond and complied with all other requisites of said Decree, the said sale having been duly reported to and ratified by said Court, and the purchase money having been paid; and a portion of the southerly boundary line of said property (being the South 81° 52' 30" East, 563.78 foot line) having been confirmed by that certain Line Deed dated May 18, 1973 and recorded May 21, 1973 at 9:22 A.M. among the Harford County, Maryland Land Records, between Herman A. Hanson and Jean E. Hanson, his wife, and Calvin E. Hanson and Lillian Marie Hanson, his wife.

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NO. 942 FOLIO 779
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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT
CLERK

LIBER 1 PAGE 436

942 734

14/74 Mailed to: C. Dennis Webster, 660 Kenilworth Drive, Suite 217, Towson, Md. 21204

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

OF

FRIENDSHIP ASSOCIATES

THIS AMENDED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as the "Certificate"), dated December 28, 1972, is made and entered into by and among the undersigned parties and shall be effective for all purposes and in all respects as of December 28, 1972.

WITNESSETH:

DEC 27-73 B 24476 *****47 00

RECITALS:

R-1. Friendship Associates, a limited partnership, was organized and is presently existing under the laws of the State of Maryland, pursuant to that certain "Certificate of Limited Partnership of Friendship Associates Limited Partnership", dated December 19, 1972, which instrument has been duly recorded on March 12, 1973, in the Office of the Clerk of the Circuit Court of Harford County, Maryland, in Liber 920 at Page 978.

R-2. The parties hereto desire to amend and restate, in its entirety, the Certificate of Limited Partnership of the Partnership, dated December 19, 1972, in order to reflect the new understandings and agreements set forth in the Amended Limited Partnership Agreement bearing even date herewith.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants, agreements and certifications of the parties hereinafter set forth, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby mutually covenant and agree, and do hereby certify, and the Certificate of Limited Partnership, dated December 19, 1972 shall be, and it hereby is, amended in toto, to read in its entirety as follows:

I. The name of the Partnership is FRIENDSHIP ASSOCIATES.

II. The business of the Partnership shall consist of (i) acquiring and owning certain undeveloped real property (hereinafter sometimes referred to as the "Land") located in Harford County, Maryland, containing approximately 10.49 acres, and being more particularly described in Exhibit B attached hereto and incorporated herein by reference; (ii) holding the land as an investment, and (iii) carrying on any and all activities related thereto.

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III. The principal office and place of business of the Partnership shall be located at the Land in Harford County, Maryland. In addition, the Partnership shall also have an office c/o General Partner, Land Development Associates of Baltimore, Inc., 660 Kenilworth Drive, Towson, Maryland 21204. The Partnership may have such other or additional offices as the general partner, in its sole discretion, shall deem advisable.

IV. The name and address of each partner is shown on Exhibit A attached hereto and incorporated by reference herein. The general partner, in its capacity as general partner, shall have the right , power and authority (without regard to the term of the Partnership), acting for and on behalf of the Partnership, to lease, sell, mortgage, convey, refinance, grant easements on or dedicate the property (or any part thereof) of the Partnership, to borrow money and execute promissory notes, to secure the same by mortgage (which term "mortgage" is hereby defined for all purposes of this Certificate to include deeds of trust, financing statements, chattel mortgages, pledges, conditional sales contracts, and similar security agreements) upon such Partnership property, to renew or extend any and all such loans or notes, to convey such Partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the Partnership. In no event shall any party dealing with such general partner with respect to any property of the Partnership, or to whom any such property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced by such general partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of the Limited Partnership Agreement of Friendship Associates Limited Partnership (incorporated herein by reference and hereinafter referred to as the "Agreement") have been complied with, or be obligated to inquire into the necessity or expediency of any act or action of such general partner, to be obligated or privileged to inquire into any of the terms of the Agreement, and every contract, agreement, deed, mortgage, lease, promissory note or other instrument or document executed by such general partner with respect to any property of the Partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the Partnership was in full force and effect; (ii) such instrument or document was duly executed in accordance with

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the terms and provisions of the Agreement and is binding upon the Partnership and all of the parties thereof, and (iii) such general partner was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

V. The term of the Partnership commenced as of the date hereof; and it shall continue until December 31, 1978, and thereafter from year to year, unless otherwise terminated in accordance with the provisions of the Agreement.

VI. The amount of cash to be contributed to the capital of the Partnership by each limited partner is shown on Exhibit A.

VII. A. Of the total amount of cash to be contributed to the capital of the Partnership by each limited partner as shown on Exhibit A hereto and as referred to in paragraph VI above, each limited partner has, as of the date hereof, contributed in cash to the capital of the Partnership an amount equal to Eight Hundred Dollars ($800.00) for each three and one third percent (3-1/3%) of limited partnership interest (or a proportionate sum for a greater or lesser percentage of partnership interest) owned by such limited partner. The balance of such cash required to be contributed to the capital of the Partnership by the limited partners is required to be contributed in accordance with the following schedule, to wit. On or before March 1st of 1973 and February 15th of 1974, each limited partner is required to contribute to the capital of the Partnership, in cash, the sum of Eight Hundred Dollars ($800.00) and on or before February 15th of 1975, 1976, 1977, and 1978, each limited partner is required to contribute to the capital of the partnership, in cash, the sum of Seven Hundred Dollars ($700.00) for each three and one-third percent (3-1/3%) of limited partnership interest (or a proportionate sum for any greater or lesser percentage of partnership interest) owned by such limited partner. The amount of cash shown opposite the name of each limited partner on Exhibit A represents the total amount of cash or property required at any time to be contributed to the capital of the Partnership by such limited partner; and no limited partner (in his capacity as a limited partner) shall be required to make any additional contribution to the capital of the Partnership beyond the amount set forth opposite such limited partner's name on Exhibit A.

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B. If any limited partner defaults in the payment of all or any portion of any required installments of his required capital contribution, when the same is due and payable as specified in Paragraph VII.A above, and if said default continues for thirty (30) days without being cured, the general partners shall have the option, in their sole discretion, to: (i) cause the Partnership to sue the defaulting limited partner for his entire unpaid required capital contribution, together with interest and costs applicable to such suit, or (ii) to cause a forfeiture of such limited partner's entire limited partnership interest. If such forfeiture is declared, the capital contributions made by such defaulting limited partner to the date of such default shall inure to the benefit of the Partnership. In such event, the general partners may, in their sole discretion, (i) assume the defaulting limited partner's obligation to make the remaining capital contributions in respect of such interest, in which case the general partners will become substituted limited partners in respect of such interest, or (ii) admit a substituted limited partner other than themselves if such limited partner assumes the defaulting limited partner's obligation to make all remaining capital contributions due in respect of such interest, and so long as such assumption shall not constitute a violation of the Securities Act of 1933. Notwithstanding the forfeiture of the entire limited partnership interest of any such defaulting limited partner, such defaulting limited partner or his estate shall remain and continue to be personally liable for any unpaid portion or all of such required capital contribution unless and until such amount is actually paid in to the Partnership by the limited partner substituted for such defaulting limited partner.

VIII. The capital account of any limited partner, properly adjusted to reflect his distributive share of partnership profits and losses and distributions by the Partnership to him, shall be returned to him upon ninety (90) days' written notice by such limited partner to all other partners on or after December 31, 1978, provided the assets of the Partnership are then sufficient to cover all of its liabilities, including liabilities to partners in respect of their capital accounts.

IX. A. After the Net Cash Investment (as defined in the Agreement) of all limited partners has been repaid in full, the share of profits or other compensation by way of income which each limited partner shall receive by reason of such limited partner's contribution shall be the same percentage of the net profits of the Partnership as the

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percentage of partnership interest shown apposite such partner's name on Exhibit A.

B. The aggregate of all profits of the Partnership and all of the net proceeds from the sale or other disposition of any part or all of the the Partnership property, available for distribution to partners in respect of their partnership interest, shall first be distributed to all limited partners (pro rata, in proportion to their respective percentages of partnership interest) in reimbursement of their Net Cash Investment (as defined in the Agreement) in the Partnership, and, thereafter, any remaining amount thereof shall be distributed to all partners, pro rata, in proportion to their respective percentages of partnership interest.

X. The general partnership interest of the general partner is non-assignable. Each limited partner may assign his limited partnership interest (including his right to receive a share of the profits or other compensation by way of income and a return of his capital account); provided, however, the assignee shall not become a substituted limited partner of the Partnership unless (i) the assigning limited partner so provides in the instrument of assignment, (ii) the assignee agrees in writing to be bound by the provisions of the Agreement and of this Certificate; (iii) the general partner so consents in writing; and (iv) the assignee pays to the Partnership a fee of One Hundred Dollars ($100.00) to cover the costs and expenses of preparation, execution and recordation of an amendment to this Certificate to be signed and sworn to by it, by each of the limited partners, by the assigning limited partner, and by the assignee. Each limited partner hereby constitutes and appoints the general partner, as true and lawful attorney-in-fact of such limited partner, in such limited partner's name and behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner or to reflect:

(i) a change in the name of the Partnership or in the amount or character of the contribution of any limited partner (including a change by reason of the return to any limited partner of all or any part of his capital account);

(ii) the admission of an additional limited partner in accordance with the provisions of paragraph XI hereof or by unanimous agreement of all partners;

(iii) the admission of a general partner by unanimous agreement of all partners;

(iv) a change in the character of the business of the Partnership;

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(v) the correction or clarification of any incorrect statement in this Certificate (or any amendment hereof);

(vi) a change in the time stated in this Certificate (or any amendment hereof) for the end of the term of the Partnership or for the return of the capital account of any limited partner; or

(vii) any other change or modification of this Certificate (or any amendment hereof) made in order to represent accurately the agreement among the partners, such power of attorney being irrevocable so long as the general partner remains a general partner of the Partnership

XI. No right is reserved to admit additional limited partners to the Partnership except in the following situations:

(a) The general partner has the right, in its sole discretion, to admit additional limited partners to the Partnership on the same terms and conditions as the present limited partners, provided that the partnership interests of the additional limited partners so admitted shall be deducted from the partnership interest of the general partner and shall not reduce the partnership interests of the limited partners;

(b) In the event any limited partner defaults in his obligation to contribute to the capital of the Partnership the entire amount which such limited partner is required to contribute, and the general partners exercise the option, set forth in Paragraph VII. B above, to declare a forfeiture of the limited partnership interest of the defaulting limited partner, then the party (including the general partners) who assumes such defaulting partner's obligation to make the remaining capital contributions in respect of such limited partnership interest, shall become a substituted limited partner of the Partnership to the extent of such defaulting partner's limited partnership interest;

(c) By unanimous agreement of all partners; and

(d) In the event of the assignment by a limited partner of all or any part of his limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in Paragraph X hereof.

XII. No limited partner shall have priority over any other limited partner with

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respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution.

XIII. No partner shall have the right to continue the Partnership and its business on the retirement, dissolution, liquidation or adjudication of bankruptcy or insolvency of the general partner except insofar as may be necessary to the liquidation and winding up of the affairs of the Partnership.

XIV. No limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account. His demand for the return of his capital account, if otherwise proper under the terms of paragraph VIII hereof, shall be for cash only.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and seals as of the day and year first above written.

GENERAL PARTNER:

ATTEST:

LAND DEVELOPMENT ASSOCIATES of BALTIMORE, INC.

Elizabeth A. Foster, Secretary

By C. Dennis Webster, President

[Corporate Seal]

LIMITED PARTNERS:

LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., as Attorney-in-Fact for all Limited Partners Shown on Exhibit "A" hereto

ATTEST:

Elizabeth A. Foster, Secretary

By: C. Dennis Webster, President

(Corporate Seal)

State of Maryland)
) ss:
County of Prince George's)

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date C. DENNIS WEBSTER personally well known (or satisfactorily proven) to me to be the President of LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., a Maryland corporation, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, executed the foregoing and annexed Instrument, in the name and on behalf of said Corporation, as its free act and deed for the uses and purposes therein contained; and said C. DENNIS WEBSTER further acknowledged that said LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., being authorized so to do, executed the foregoing and annexed Instrument in the name and on behalf of all Limited Partners of FRIENDSHIP ASSOCIATES, as Attorney-in-Fact for all said Limited Partners shown on Exhibit "A" hereto.

WITNESS my hand and official seal this 21st day of December, 1973.

(Notarial Seal)

Sue Amato
Notary Public

My commission expires: 7-1-74

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VERIFICATION

The undersigned General Partner hereby verifies and acknowledges that each Limited Partner of FRIENDSHIP ASSOCIATES ----------, a Maryland limited partnership, shown on Exhibit "A" hereto, has read the Amended Limited Partnership Agreement and Amended Certificate of Limited Partnership of the Partnership, and has joined the Partnership pursuant to the provisions of such Amended Limited Partnership Agreement and such Amended Certificate of Limited Partnership as a Limited Partner of the Partnership by duly executing and acknowledging a separate Certification and Signature Page annexed to the original copy of this Amended Partnership Certificate, which original copy is retained in the records of the Partnership.

ATTEST:

LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., General Partner

Elizabeth A. Foster
Elizabeth A. Foster, Secretary

By: C. Dennis Webster
C. Dennis Webster, President

State of Maryland)
) ss:
County of Prince George's)

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date, C. DENNIS WEBSTER, personally well known (or satisfactorily proven) to me to be the President of LAND DEVELOPMENT ASSOCIATES OF BALTIMORE, INC., General Partner of FRIENDSHIP ASSOCIATES, a Maryland limited partnership, who, being by me first duly sworn, did acknowledge that he, as the duly authorized officer of said Corporation, being authorized so to do, executed the foregoing Verification, in the name and on behalf of said Corporation as General Partner of said Limited Partnership, as the free act and deed of said Limited Partnership for the uses and purposes therein contained.

WITNESS my hand and official seal this 21st day of December, 1973.

(Notarial Seal)

Sue Amato
Notary Public

My commission expires: 7-1-74

EXHIBIT "B"

All that certain piece or parcel of land, together with the improvements, easements, benefits and appurtenances (including all of the right, title and interest in and to the bed of any public road or thoroughfare adjoining any part of the below described property) thereunto belonging or appertaining, situate, lying and being in the First Election District, Harford County, State of Maryland, and being legally and particularly described as follows, to wit:

BEGINNING for the same at a pipe heretofore set at the beginning of the last line of that tract of land which by a deed dated June 6, 1953, was conveyed by H. Harold Calhoun and Nellie V. Calhoun, his wife, to Thomas Allen Moore and Mary Isabelle Moore, his wife, and recorded among the Land Records of Harford County in Liber G.R.G. No. 395, folio 356, running thence binding on part of said last line and binding on the land of the Arundel Corporation, as now surveyed,

(1) South 21 degrees, 18' 11" West 755.21 feet to a pipe now set on the east side of relocated Maryland Route 24, as shown on State Roads Commission of Maryland Right of Way Plats No. 26232 and No. 26231, running thence binding on the easterly right of way line of said relocated Maryland Route 24, the 4 following courses and distances, as now surveyed, viz:

(2) North 12 degrees, 52' 22" West 269.29 feet,

(3) North 12 degrees, 08' 35" East 182.94 feet,

(4) North 12 degrees, 35' 07" East 154.48 feet, and

(5) North 20 degrees, 56' 24" East 372.55 feet to a pipe now set and to intersect the 11th line of the herein above mentioned deed, running thence binding on part of the said 11th line, as now surveyed,

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(6) South 71 degrees, 46' 09" East 524.29 feet to a pipe now set on the west side of old Maryland Route 24, as shown on State Roads Commission of Maryland Right of Way Plat No.7893, running thence binding on the west side of said old Maryland Route 24, as now surveyed,

(7) South 28 degrees, 51' 25" East 46.47 feet to a pipe now set and to intersect the 13th line of the herein above mentioned deed, running thence binding on the remainder of said 13th line and binding on the land of Mills, as now surveyed,

(8) South 85 degrees, 29' 40" West 393.02 feet to the beginning hereof. Containing 4.39 acres of land more or less.

SUBJECT, HOWEVER, to any and all easements as shown on State Roads Commission of Maryland Right of Way Plats No. 7893, No. 26232 and No. 26231.

BEING a part of that tract of land which by a deed dated June 6, 1953 was conveyed by H. Harold Calhoun and Nellie V. Calhoun, his wife, to Thomas Allen Moore and Mary Isabelle Moore, his wife, and recorded among the Land Records of Harford County in Liber G.R.G. No. 395, folio 356.

AND

All that certain piece or parcel of land, together with the improvements, easements, benefits and appurtenances (including all of the right, title and interest in and to the bed of any public road or thoroughfare adjoining any part of the below described property) thereunto belonging or appertaining, situate, lying and being in the First Election District, Harford County, State of Maryland, and being legally and particularly described as follows, to wit: Beginning for the same at an iron pipe heretofore set at the end of the 5th or South 22° - 07' - 30" West 21.90 foot line of that parcel of land excepted in a deed from Thomas Allen Moore and Mary

Isabelle Moore, his wife, to Reuben Shilling dated 28 December 1962 and recorded among the Land Records of Harford County in Liber G. R. G. 609 page 134, said pipe being also in the northwesterly outline of the land of the Arundel Corporation, running thence and binding reversely on the aforesaid 5th, 4th and 3rd lines respectively of the aforesaid deed recorded in Liber G.R.G. 609 page 134, the 3 following courses and distances, as now surveyed, viz:

(1) North 22° - 05' - 21" East 21.90 feet to an iron pipe heretofore set to intersect the southerly right of way line of relocated Route 24, as shown on the State Roads Commission of Maryland Right of Way Plat No. 26233, thence binding on the aforesaid right of way line,

(2) North 65° - 10' - 44" West 18.62 feet to an iron pipe heretofore set and,

(3) North 24°- 49' - 16" East 56.00 feet to an iron pipe now set at the end of the 2nd or North 85° - 02' - 00" East 99.70 foot line of the aforesaid parcel which was excepted in the aforesaid deed recorded in Liber G.R.G. No. 609 page 134, said point also being set at a point of curve of the aforesaid right of way line, thence binding on the aforesaid right of way line as shown on the aforesaid State Roads Commission of Maryland Right of Way Plat No. 26232 and No. 26233, the 4 following courses and distances, as now surveyed, viz:

(4) Northeasterly by a line curving to the left with a radius of 70.00 feet for an arc distance of 49.48 feet, said curve being subtended by a chord bearing North 04° - 34' - 14" East 48.46 feet to an iron pipe now set,

(5) North 15° - 40' - 45" West 128.54 feet to an iron pipe now set at a point of curve,

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(6) Northwesterly by a line curving to the right with a radius of 602.96 feet for an arc distance of 157.62 feet, said curve being subtended by a chord bearing North 08° - 11' - 25" West 157.17 feet to an iron pipe heretofore set and,

(7) North 00° - 42' - 05" West 289.88 feet to an iron pipe heretofore set in the aforesaid right of way line, said pipe being also at the beginning of the 4th or South 57° - 45' West 6.2 foot line of that parcel of land conveyed by and described in a deed from Thomas Allen Moore and Mary Isabelle Moore, his wife, to Charles Allen Moore, Jr. and Elizabeth Hardy Moore, his wife, dated 28 December 1962 and recorded among the Land Records of Harford County in Liber G. R. G. No. 609 page 146, thence leaving the aforesaid right of way line and binding on the aforesaid 4th line of the aforesaid deed recorded in Liber G.R.G. 609 page 146, as now surveyed,

(8) South 50° - 04' - 23" West 6.20 feet to an iron pipe heretofore set at the end of the 3rd or North 57° - 45' East 210.00 foot line of that parcel of land conveyed by and described in a deed from Thomas Allen Moore and Mary Isabelle Moore, his wife, to Charles Allen Moore, Jr. and Elizabeth Hardy Moore, his wife, dated 24 April 1956 and recorded among the Land Records of Harford County in Liber G.R.G. 461 page 288, thence binding reversely on the aforesaid 3rd and 2nd lines respectively of the aforesaid deed, recorded in Liber G.R.G. 461 page 288, the 2 following courses and distances, as now surveyed, viz:

(9) South 50° - 04' - 23" West 210.00 feet to an iron pipe heretofore set and,

(10) North 39° - 57' - 28" West 420.00 feet to an iron pipe heretofore set at the beginning of the 23rd or South 50° - 00' - 45" West 372.04 foot line of the aforesaid deed recorded in Liber

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G.R.G. 609 page 134, thence binding on the aforesaid 23rd line, as now surveyed,

(11) South 50° - 02' - 32" West 372.04 feet to the end of the 7th or North 50° - 00' - 45" east 4.86 foot line of the aforesaid parcel of land which was excepted in the aforesaid deed recorded in Liber G.R.G. 609, page 134, thence binding reversely on the aforesaid 7th and 6th lines respectively of the aforesaid deed, the 2 following courses and distances, as now surveyed, viz:

(12) South 50° - 02' - 32" West 4.86 feet to an iron pipe now set and,

(13) South 50° - 14' - 34" East 996.93 feet to the beginning hereof. Containing 6.58 acres of land more or less as surveyed by Associated Engineers & Surveyors, Inc. in March 1973.

BEING A PART OF THAT TRACT of land conveyed by and described in a deed from H. Harold Calhoun and Nellie V. Calhoun, his wife, to Thomas Allen Moore and Mary Isabelle Moore, his wife, dated 6 June 1953 and recorded among the Land Records of Harford County in Liber G.R.G. 395 page 356, including that certain parcel of land excepted in the aforesaid deed recorded in Liber G.R.G. 609 page 134.

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December 28, 1972

EXHIBIT "A"
FRIENDSHIP ASSOCIATES
AMENDED LIMITED PARTNERSHIP AGREEMENT
AND
AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

Name and Address	Total Capital Contribution	Fraction of Partnership Interest
GENERAL PARTNER		
Land Development Associates of Baltimore, Inc. 660 Kenilworth Drive, Suite 217 Towson, Maryland 21204	-0-	12/60
LIMITED PARTNERS		
Abraham L. Adler 1 North Charles Street Baltimore, Maryland 21202	$5,200.00	2/60
Paul R. Ashbrook 4840 North 30th Street Arlington, Virginia 22207	$5,200.00	2/60
Charles E. & Nancy S. Brooks 4310 Green Glade Road Phoenix, Maryland 21131	$2,600.00	1/60
Walter W. and Catherine P. Clouse 2111 Woodfork Road Baltimore, Maryland	$5,200.00	2/60
Alfred L. Davis Leonard Kaplan Leon A. Shavitz 6720 Chokeberry Road Baltimore, Maryland 21209	$5,200.00	2/60
Donald P. & Elizabeth H. Dettor 117 Belfast Road Timonium, Maryland 21093	$5,200.00	2/60
Julius & Bertha Ehrenzweig 3812 Oak Avenue Baltimore, Maryland 21207	$5,200.00	2/60
Ronald W. Fiedler 6516 Hilltop Avenue Baltimore, Maryland 21206	$5,200.00	2/60
Julian R. Goldberg 7911 Winterset Avenue Baltimore, Maryland	$5,200.00	2/60

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William E. & Kathryn H. Harriman 5736 Edgepark Road Baltimore, Maryland	$5,200.00	2/60
John M. & Margaret S. Haws 4201 Westview Road Baltimore, Maryland 21218	$5,200.00	2/60
Chester Jennings, III 4630 Schenley Road Baltimore, Maryland 21210	$5,200.00	2/60
Kurt M. Jennings 4630 Schenley Road Baltimore, Maryland 21210	$5,200.00	2/60
Michael D. Lange 329 Pennsylvania Avenue, S.E. Washington, D. C. 20003	$5,200.00	2/60
William H. May c/o East Point Motor Sales 7868 Eastern Avenue Baltimore, Maryland 21224	$5,200.00	2/60
Michael Potash, M.D. 1101 N. Calvert Street Baltimore, Maryland	$20,800.00	8/60
Donald W. & Elaine Rhody 2436 Forest Green Road Baltimore, Maryland 21209	$5,200.00	2/60
M. A. & Patricia V. Roberts 15 Stillway Court Cockeysville, Maryland 21030	$5,200.00	2/60
William M. & Mary C. Snyder 4014 Spring Meadow Drive Ellicott City, Maryland 21043	$5,200.00	2/60
John G. & Anne H. Turnbull, II Box 145A Sparks Rd. Baltimore, Maryland 21152	$2,600.00	1/60
Donald E. Webster Suite 1006 One South Calvert Building Baltimore, Maryland 21202	$5,200.00	2/60
Thomas L. & Julie D. Woods 10518 Gateridge Road Cockeysville, Maryland 21030	$5,200.00	2/60
TOTALS:	$124,800.00	60/60

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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

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1/ 24/74 Mailed to: Title Guarantee Co., Baltimore, Md.

THIS FIRST SUPPLEMENTARY AGREEMENT, Made this 31st day of October, 1973, by and between WILLIAM A. BUNNELL, General Partner, DAVID S. CORDISH, General Partner, JOHN O. SIMONS, General Partner, DAVID S. CORDISH and PENELOPE CORDISH, his wife, as tenants by the entireties, JOHN O. SIMONS and MARY E. SIMONS, his wife, as tenants by the entireties, WILLIAM A. BUNNELL and MAXINE BUNNELL, his wife, as tenants by the entireties, and BUNNELL ASSOCIATES, Limited Partners, WITNESSETH:

WHEREAS, John O. Simons, David S. Cordish and William A. Bunnell are general partners, and David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties, John O. Simons and Mary E. Simons, his wife, as tenants by the entireties, William A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties, and Bunnell Associates are limited partners, constituting the limited partnership known as the Edgewater Partnership, hereinafter referred to as the "partnership", engaged in the development of a shopping center pursuant to a Partnership Agreement dated January 24, 1972, and

WHEREAS, the parties have agreed that William A. Bunnell, as general partner, and William A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties, as limited partners, and Bunnell Associates, as limited partner, will sell their interest in the partnership as of the close of business on October 31, 1973, and that their respective interests, participations or shares in the partnership will be purchased by David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties, and John O. Simons and Mary E. Simons, his wife, as tenants by the entireties.

JAN 15-74 A #25677 *****21.00

LIBER 943 PAGE 882

LIBER 1 PAGE 453

NOW, THEREFORE, IN CONSIDERATION of the premises and of the mutual agreements and promises of the parties hereto, each to the other, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Edgewater Partnership, a limited partnership, as follows:

1. The aggregate and total interest in the Edgewater Partnership of William A. Bunnell, Bunnell Associates, William A. Bunnell and Maxine Bunnell, his wife, as tenants by the entireties, hereby sold is twenty-five percent (25%). One half of said twenty-five percent (25%) interest (namely, a twelve and one-half percent ((12½%)) interest in the Edgewater Partnership) is hereby purchased by David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties. One half of said twenty-five percent (25%) interest (namely, a twelve and one-half percent ((12½%)) interest in the Edgewater Partnership) is hereby purchased by John O. Simons and Mary E. Simons, his wife, as tenants by the entireties.

2. After effectuating the sale set forth in 1. above, the ownership in Edgewater Partnership is now constituted as follows:

David S. Cordish, as General Partner	2½%
John O. Simons, as General Partner	1½%
David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties, as Limited Partners	60%
John O. Simons and Mary E. Simons, his wife, as tenants by the entireties, as Limited Partners	36%

LIBER 843 PAGE 883

LIBER 1 PAGE 454

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective signatures, all on the day and year first above written.

ATTEST:

David C Bunnell — (SEAL)
WILLIAM A. BUNNELL, General Partner
Edgewater Partnership

BUNNELL ASSOCIATES, Limited Partner
Edgewater Partnership

David C Bunnell — By _____
Its General Partner

David C Bunnell — (SEAL)
WILLIAM A. BUNNELL and

David C Bunnell — (SEAL)
MAXINE BUNNELL, his wife,
as tenants by the entireties,
Limited Partners Edgewater Partnership

Arlene D. Chodosh — (SEAL)
DAVID S. CORDISH and

Arlene D. Chodosh — (SEAL)
PENELOPE CORDISH, his wife,
as tenants by the entireties
Limited Partners Edgewater Partnership

Arlene D. Chodosh — (SEAL)
JOHN O. SIMONS and

Arlene D. Chodosh — (SEAL)
MARY E. SIMONS, his wife,
as tenants by the entireties
Limited Partners Edgewater Partnership

Arlene D. Chodosh — (SEAL)
DAVID S. CORDISH, General Partner
Edgewater Partnership

Arlene D. Chodosh — (SEAL)
JOHN O. SIMONS, General Partner
Edgewater Partnership

STATE OF MARYLAND)
) To wit:
COUNTY OF BALTIMORE)

I HEREBY CERTIFY that, on this 17th day of Dec. 1973, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared DAVID S. CORDISH and DAVID S. CORDISH and PENELOPE CORDISH, his wife, as tenants by the entireties, and JOHN O. SIMONS and JOHN O. SIMONS AND MARY E. SIMONS, his wife, as tenants by the entireties, who jointly and severally made oath in due form of law that they executed the foregoing First Supplementary Agreement for the purposes contained therein.

AS WITNESS, my hand and Notarial Seal.

Notary Public

My Commission Expires:
7-1-74

STATE OF MARYLAND)
County of Balt.) To Wit:

I HEREBY CERTIFY that, on this 17th day of December 1973, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM A. BUNNELL and WILLIAM A. BUNNELL and MAXINE E. BUNNELL, his wife, as tenants by the entireties, and WILLIAM A. BUNNELL, General Partner of BUNNELL ASSOCIATES, who jointly and severally made oath in due form of law that they executed the foregoing First Supplementary Agreement for the purposes therein.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission epxires: 7-1-74

Rec'd for record Jan 15 1974 at 9:34 A.M.
Same day recorded & examined, per
R. Douglas Chrismant, Clerk

LIBER 943 PAGE 885

-4-

LIBER 1 PAGE 456

[redacted] [redacted] [redacted]

/4/74 Del.to: Cy Whitfill, Bel Air, Md.

MEADOWOOD ASSOCIATES, LTD.

AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP

MAR 12-74 B 22 115 *****10.00

THE CERTIFICATE OF LIMITED PARTNERSHIP of Meadowood Associates, Ltd., dated April 1, 1970, is hereby amended in order to reflect the withdrawal of William B. Davidson, residing at 31 Lake Drive, Bel Air, Maryland, as a limited partner, effective July 31, 1973. In all other respects, said Certificate remains the same and is hereby confirmed.

IN WITNESS WHEREOF, the undersigned general and limited partners of Meadowood Associates, Ltd., have executed this Amendment to the Certificate of Limited Partnership of Meadowood Associates, Ltd., this 31st day of July, 1973.

GENERAL PARTNERS

Melvin G. Bosely

R. Walter Ward

LIMITED PARTNERS

Roy A. Bosely

Richard F. Melfa

LIBER 946 PAGE 540

LIBER 1 PAGE 457

Amendment to Certificate
of Limited Partnership
Page Two of Two Pages

WITHDRAWING LIMITED PARTNER

William B. Davidson

State of Maryland)
) ss
County of Harford)

I, Shirley J. Bosic, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, Richard F. Melfa, and William B. Davidson, Jr., each personally appeared before me, and being first duly sworn, did depose and say that he is a signatory to the aforesaid Amendment to Certificate of Limited Partnership and each said person, being personally well known to me, did acknowledge that he executed said instrument as his free act and deed.

Given under my hand and seal this 3rd day of October, 1973.

Shirley J. Bosic
Notary Public

SHIRLEY J. BOSIC NOTARY PUBLIC HARFORD COUNTY, MD.

RECEIVED FOR RECORD & RECORDED IN LIBER 946 NO 946 FOLIO 540 ONE OF THE

MAR 12 2 45 PM '74

RECORDS HARFORD CO. MD & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

LIBER 946 PAGE 541

LIBER 1 PAGE 458

-/5/74 Del.to: Cy Whitfill, Bel Air, Md.

BRIGHT OAKS I ASSOCIATES, LTD.

AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP

MAR 12-74 B EZ 116 *****10.00

THE CERTIFICATE OF LIMITED PARTNERSHIP of Bright Oaks I Associates, Ltd., dated June 20, 1972, is hereby amended in order to reflect the withdrawal of Willaim B. Davidson, residing at 31 Lake Drive, Bel Air, Maryland, as a limited partner, effective July 31, 1973. In all other respects, said Certificate remains the same and is hereby confirmed.

IN WITNESS WHEREOF, the undersigned general and limited partners of Bright Oaks I Associates, Ltd., have executed this Amendment to the Certificate of Limited Partnership of Bright Oaks I Associates, Ltd., this 31st day of July, 1973.

GENERAL PARTNERS

Melvin G. Bosely

R. Walter Ward

LIMITED PARTNERS

Roy A. Bosely

Richard F. Melfa

LIBER 946 PAGE 542

Amendment to Certificate
of Limited Partnership
Page Two of Two Pages

RETIRING LIMITED PARTNER

William B. Davidson

State of Maryland)
) ss
County of Harford)

I, Shirley J Brown, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, Richard F. Melfa, and William B. Davidson, Jr., each personally appeared before me, and being first duly sworn, did depose and say that he is a signatory to the aforesaid Amendment to Certificate of Limited Partnership and each said person, being personally well known to me, did acknowledge that he executed said instrument as his free act and deed.

Given under my hand and seal this 3rd day of October, 1973.

Shirley J Brown
Notary Public

SHIRLEY J. BROWN NOTARY PUBLIC HARFORD COUNTY, MD.

RECEIVED FOR RECORD & RECORDED IN LIBER 946 NO 946 FOLIO 543 ONE OF THE

MAR 12 2 45 PM '74

LAND RECORDS HRFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

LIBER 946 PAGE 543

5/74 Del. to: [redacted] hitfill, Bel Air, Md. [redacted]

MEADOWOOD ASSOCIATES III, LTD.

AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP

MAR 12-74 B 52 117 *****10.00

THE CERTIFICATE OF LIMITED PARTNERSHIP of Meadowood Associates III, Ltd., dated October 19, 1972, is hereby amended in order to reflect the withdrawal of William B. Davidson, residing at 31 Lake Drive, Bel Air, Maryland, as a limited partner, effective July 31, 1973. In all other respects, said Certificate remains the same and is hereby confirmed.

IN WITNESS WHEREOF, the undersigned general and limited partners of Meadowood Associates III, Ltd., have executed this Amendment to the Certificate of Limited Partnership of Meadowood Associates III, Ltd., this 31st day of July, 1973.

GENERAL PARTNERS

Melvin G. Bosely

R. Walter Ward

LIMITED PARTNERS

Roy A. Bosely

Richard F. Molfa

LIBER 946 PAGE 544

Amendment to Certificate
of Limited Partnership
Page Two of Two Pages

WITHDRAWING LIMITED PARTNER

William B. Davidson

State of Maryland)
) ss
County of Harford)

I, Shirley J. Bosie, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, Richard F. Melfa, and William B. Davidson, Jr., each personally appeared before me, and being first duly sworn, did depose and say that he is a signatory to the aforesaid Amendment to Certificate of Limited Partnership and each said person, being personally well known to me, did acknowledge that he executed said instrument as his free act and deed.

Given under my hand and seal this 3rd day of October, 1973.

Shirley J. Bosie
Notary Public

SHIRLEY J. BOSIE NOTARY PUBLIC HARFORD COUNTY, MD.

RECEIVED FOR RECORD &
RECORDED IN LIBER 946
NO 545 FOLIO 545
ONE OF THE

MAR 12 2 45 PM '74

RECORDS OF HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT.
CLERK

LIBER 946 PAGE 545

/19/74 Mailed to: Woodsdale Assoc., Colmar Garden Dr., Balto. Md.

AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP

WOODSDALE ASSOCIATES

The undersigned, being all of the members of WOODSDALE ASSOCIATES, a limited partnership formed pursuant to Article 73 of the Annotated Code of Maryland (1957 Edition, 1970 Replacement Volume), do hereby certify to the following amendments to the previously recorded Certificate of Limited Partnership.

1. Article VII of the Certificate is amended to read as follows:

APR 10-74 B 422622 *****15.00

"Each limited partner shall be required to make additional capital contributions in proportion to his interest in the partnership to the extent that the assets of the partnership are insufficient to satisfy its obligations as they fall due in the ordinary course of partnership business. Such obligations shall include any and all obligations arising out of the conduct of the partnership business since its inception. Notwithstanding the preceding portion of this paragraph, no limited partner shall, in any event, be required to contribute as additional capital contributions an aggregate amount which is more than the amount set forth opposite his name under the column 'Maximum Additional Cash Contribution' in Exhibit A attached hereto and incorporated herein by reference."

2. Exhibit A of the Certificate is amended to read as follows:

EXHIBIT A

WOODSDALE ASSOCIATES

CERTIFICATE OF LIMITED PARTNERSHIP

CLASS A LIMITED PARTNERS	INITIAL CASH CONTRIBUTION	MAXIMUM ADDITIONAL CASH CONTRIBUTION	SHARE OF PROFITS
Victor Frenkil Marylander Apartments Baltimore, Maryland	$ 1,500.00	$ 54,000.00	15%
Victor Frenkil, Jr. Boblitz Road Reisterstown, Maryland 21136	$ 1,250.00	45,000.00	12-1/2%
Leonard I. Frenkil 4417 Colmar Gardens Drive Baltimore, Maryland 21211	$ 1,250.00	45,000.00	12-1/2%
Keith L. Straley 13834 Manor Glen Road Baldwin, Maryland 21013	$ 500.00	18,000.00	5%
Jarvis Steel & Lumber Co., Inc. 3437 Ninth Street Baltimore, Maryland 21225	$ 2,000.00	72,000.00	20%

CLASS B LIMITED PARTNERS	INITIAL CASH CONTRIBUTION	MAXIMUM ADDITIONAL CASH CONTRIBUTION	SHARE OF PROFITS
Woodsdale Venture Elkridge Landing Road Friendship Airport Baltimore, Maryland 21240	$ 3,000.00	$ 108,000.00	30%

IN WITNESS WHEREOF, the above listed General Partners and Limited Partners have executed this Amendment to Certificate of Limited Partnership this 29th day of March, 1974.

Victor Frenkil, General Partner and Class A Limited Partner (SEAL)

Victor Frenkil, Jr., Class A Limited Partner (SEAL)

Leonard I. Frenkil, Class A Limited Partner (SEAL)

Keith L. Straley, Class A Limited Partner (SEAL)

Jarvis Steel & Lumber Co., Inc., Class A Limited Partner

By: _____ (SEAL)

Woodsdale Venture, Class B Limited Partner

By: _____ (SEAL)

City of Baltimore
SS:
State of Maryland

THIS IS TO CERTIFY that on this 29th day of March, 1974, before me a Notary Public of the State and City aforesaid, personally appeared Victor Frenkil, Victor Frenkil, Jr., Leonard K. Frenkil, Keith L. Straley, and Victor Frenkil, Jr. of Jarvis Steel & Lumber Co., Inc., who made oath in due form of law that the matters of fact set forth in the foregoing Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Ophelia P. Rowley
Notary Public

My Commission Expires: July 1, 1974

City of Baltimore
SS:
State of Maryland

THIS IS TO CERTIFY that on this 1st day of April, 1974, before me a Notary Public of the State and City aforesaid, personally appeared Marie R. Hess of Woodsdale Venture, who made oath in due form of law that the matters of fact set forth in the foregoing Amendment to Certificate of Limited Partnership are true and correct.

As witness my hand and notarial seal.

Notary Public

My Commission Expires: July 1, 1974

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NO 948 FOLIO 162
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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

HAYES STREET ASSOCIATES, LTD.

AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP

JUL -2-74 B 27558 *****19.00

THE CERTIFICATE OF LIMITED PARTNERSHIP OF Hayes Street Associates, Ltd., dated July 31, 1970 is hereby amended in order to reflect the substitution of the persons whose names and places of residences are shown below as limited partners in lieu of Hayes Street Corporation, a Maryland corporation, with offices at 1 Bel Air South, Bel Air, Maryland, effective June 21, 1974. The names and places of residence of each substituted limited partner are as follows:

Helen Louise Bosely	Ring Factory Road Bel Air, Maryland 21014
Carolyn Florence Bosely	Ring Factory Road Bel Air, Maryland 21014
Arthur G. Bosely	Ring Factory Road Bel Air, Maryland 21014
Lorraine Kay Bosely	Ring Factory Road Bel Air, Maryland 21014
Jennifer Lee Ward	St. Mary's Church Lane Bel Air, Maryland 21014
Robert C. Ward	St. Mary's Church Lane Bel Air, Maryland 21014

In all other respects, said Certificate remains the same and is hereby confirmed.

IN WITNESS WHEREOF, the undersigned general and limited partners of Hayes Street Associates, Ltd., and the six persons named above as the substituted limited partners.

have executed this Amendment to the Certificate of Limited Partnership of Hayes Street Associates, Ltd., this 21st day of June, 1974.

GENERAL PARTNERS

Melvin G. Bosely

Melvin G. Bosely

R. Walter Ward

R. Walter Ward

ASSIGNOR LIMITED PARTNER

HAYES STREET CORPORATION

Attest:

R. Walter Ward
Secretary

By: Melvin G. Bosely
President

ASSIGNEE LIMITED PARTNERS

Helen L. Bosely

Helen Louise Bosely

Carolyn Florence Bosely

Carolyn Florence Bosely

Arthur G. Bosely
Arthur G. Bosely

Lorraine Kay Bosely
Lorraine Kay Bosely

Jennifer Lee Ward
Jennifer Lee Ward

Robert C. Ward
Robert C. Ward

State of Maryland)
) ss
County of Harford)

I, Richard F. Melfa, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Helen Louise Bosely, Carolyn Florence Bosely, Arthur G. Bosely, Lorraine Kay Bosely, Jennifer Lee Ward and Robert C. Ward, each personally appeared before me, and being first duly sworn, did depose and say that he is a signatory to the aforesaid Amendment to Certificate of Limited Partnership and each said person, being personally well known to me, did acknowledge that he executed said instrument as his free act and deed.

Notary Public
R. F. Melfa

LIBER 953 PAGE 635

State of Maryland)
) ss
County of Harford)

On this 21st day of June, 1974, before me, a notary public in and for the County of Harford, there personally appeared Melvin G. Bosely and R. Walter Ward, to me known to be the president and secretary of Hayes Street Corporation, and each acknowledged to me that he is duly authorized to execute the foregoing instrument and that he executed the same as his free act and deed.

Notary Public

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NO 953 FOLIO 633
ONE OF THE
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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

MEADOWOOD ASSOCIATES, LTD.

Amendment to Partnership Agreement and Certificate of Limited Partnership

THE PARTNERSHIP AGREEMENT and CERTIFICATE OF LIMITED PARTNERSHIP of Meadowood Associates, Ltd., dated April 1, 1970, as amended to July 31, 1973, is hereby further amended as follows:

1. Partners. The names and places of residence of each general partner and of the limited partner are as follows:

General Partners

JUL 11-74 B 28596 ******9.00

Melvin G. Bosely	Ring Factory Road Bel Air, Maryland 21014
R. Walter Ward	St. Mary's Church Lane Bel Air, Maryland 21014

Limited Partner

Roy A. Bosely	16 Homestead Street Bel Air, Maryland 21014

2. Profits and losses. Each general partner shall receive forty-seven and five-tenths (47.5%) percent of the profits and bear forty-seven and five-tenths (47.5%) percent of the losses of the partnership, and the limited partner shall receive five (5%) percent of the profits and bear five (5%) percent of the losses of the partnership.

3. Effective date. This amendment shall be effective for all purposes as of August 1, 1973.

IN WITNESS WHEREOF, the undersigned general and limited partners of Meadowood Associates, Ltd., have executed this Amendment to the Partnership Agreement and Certificate of Limited Partnership, this 10 day of July, 1974.

General Partners:

Melvin G. Bosely

Melvin G. Bosely

R. Walter Ward

R. Walter Ward

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

LIBER 953 PAGE 1069

LIBER 1 PAGE 471

Limited Partner:

Roy A. Bosely

STATE OF MARYLAND) ss:
COUNTY OF HARFORD)

I, R. F. McLFA, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward and Roy A. Bosely, each did personally appear before me and, being first duly sworn, did depose and say that he is a signatory to the foregoing Amendment to Partnership Agreement and Certificate of Limited Partnership and each did acknowledge that he executed said instrument as his free act and deed.

Given under my hand and seal this 10 day of July, 1974.

Notary Public

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RECORDS HARFORD CO. MD & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

7/23/74 Ma[redacted]to: Richard Melfa, . C[redacted]l Air South, Bel Air, [redacted]

MEADOWOOD ASSOCIATES III, LTD.

Amendment to Partnership Agreement and Certificate of Limited Partnership

THE PARTNERSHIP AGREEMENT and CERTIFICATE OF LIMITED PARTNERSHIP of Meadowood Associates III, Ltd., dated October 19, 1972, as amended to July 31, 1973, is hereby further amended as follows:

1. Partners. The names and places of residence of each general partner and of each limited partner are as follows:

JUL 11-74 B #26597 *****11.00

General Partners

Melvin G. Bosely	Ring Factory Road Bel Air, Maryland 21014
R. Walter Ward	St. Mary's Church Lane Bel Air, Maryland 21014

Limited Partners

Roy A. Bosely	16 Homestead Street Bel Air, Maryland 21014
Richard F. Melfa	1004 Stromko Drive Fallston, Maryland 21047
Michael Richards	5911 Ayleshire Road Baltimore, Maryland 21239

2. Profits and losses. Each general partner shall receive forty-two and five-tenths (42.5%) percent of the profits and bear forty-two and five-tenths (42.5%) percent of the losses of the partnership, and each limited partner shall receive five (5%) percent of the profits and bear five (5%) percent of the losses of the partnership.

3. Effective date. This amendment shall be effective for all purposes as of August 1, 1973.

IN WITNESS WHEREOF, the undersigned general and limited partners of Meadowood Associates III, Ltd., have executed this Amendment to the Partnership Agreement and Certificate of Limited Partnership, this 10 day of July, 1974.

General Partners:

Melvin G. Bosely

R. Walter Ward

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

LIBER 953 PAGE 1071

Limited Partners:

Richard F. Melfa

Roy A. Bosely

Michael Richards

STATE OF MARYLAND) ss:
COUNTY OF HARFORD)

I, N. RICHARD SCARBOROUGH a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, Richard F. Melfa, and Michael Richards each did personally appear before me and, being first duly sworn, did depose and say that he is a signatory to the foregoing Amendment to Partnership Agreement and Certificate of Limited Partnership and each did acknowledge that he executed said instrument as his free act and deed.

Given under my hand and seal this 10th day of July, 1974.

Notary Public

N. RICHARD SCARBOROUGH NOTARY PUBLIC HARFORD COUNTY, MARYLAND

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H. DOUGLAS CHILCOAT,
CLERK

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

LIBER 953 PAGE 1072

Mailed to: Richard Melfa, One Bel Air Court, Bel Air, Md.

BRIGHT OAKS I ASSOCIATES, LTD.

Amendment to Partnership Agreement and
Certificate of Limited Partnership

THE PARTNERSHIP AGREEMENT and CERTIFICATE OF LIMITED PARTNERSHIP of Bright Oaks I Associates, Ltd., dated June 29, 1972, as amended to July 31, 1973, is hereby further amended as follows:

1. Partners. The names and places of residence of each general partner and of each limited partner are as follows:

JUL 11-74 B 28598 ***** 1.00

General Partners	
Melvin G. Bosely	Ring Factory Road Bel Air, Maryland 21014
R. Walter Ward	St. Mary's Church Lane Bel Air, Maryland 21014
Limited Partners	
Roy A. Bosely	16 Homestead Street Bel Air, Maryland 21014
Richard F. Melfa	1004 Stromko Drive Fallston, Maryland 21047
Michael Richards	5911 Ayleshire Road Baltimore, Maryland 21239

2. Profits and losses. Each general partner shall receive forty-two and five-tenths (42.5%) percent of the profits and bear forty-two and five-tenths (42.5%) percent of the losses of the partnership, and each limited partner shall receive five (5%) percent of the profits and bear five (5%) percent of the losses of the partnership, accounted for in the manner set forth in Section 7 of the Bright Oaks I Associates, Ltd., Agreement of Limited Partnership dated June 29, 1972.

3. Effective date. This amendment shall be effective for all purposes as of August 1, 1973.

IN WITNESS WHEREOF, the undersigned general and limited partners of Bright Oaks I Associates, Ltd., have executed this Amendment to the Partnership Agreement and Certificate of Limited Partnership, this 10 day of July, 1974.

General Partners:

Melvin G. Bosely

R. Walter Ward

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

LIBER 953 PAGE 1073

LIBER 1 PAGE 475

Limited Partners:

Richard F. Melfa

Roy A. Bosely

Michael Richards

STATE OF MARYLAND) ss:
COUNTY OF HARFORD)

I, N. RICHARD SCARBOROUGH, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, Richard F. Melfa, and Michael Richards each did personally appear before me and, being first duly sworn, did depose and say that he is a signatory to the foregoing Amendment to Partnership Agreement and Certificate of Limited Partnership and each did acknowledge that he executed said instrument as his free act and deed.

Given under my hand and seal this 10th day of July, 1974.

N. Richard Scarborough
Notary Public

N. RICHARD SCARBOROUGH
NOTARY PUBLIC
HARFORD COUNTY, MD.

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RECORDED IN LIBER HDC
NO 953 FOLIO 1073
ONE OF THE

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LAND RECORDS HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS GILCOAT,
CLERK

LAW OFFICES
SILVERSTEIN AND MULLENS
WASHINGTON, D. C.

LIBER 953 PAGE 1074

8/23/74 Mailed to: Title Guarantee Co., St. Paul St.m Balto. Md.

CERTIFICATE OF

GATEWAY ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT made this 13th day of February 1974, by and between GLENN H. SCHOTT, ARLENE SCHOTT, DAVID C. BUNNELL, RODNEY W. SHELTON, JR., and ELICE B. SHELTON, all as General Partners, and ELICE B. SHELTON, CLAIBORNE D. BUNNELL and JEWELL BUNNELL, his wife, as tenants by the entireties, and ARLENE SCHOTT, all as Limited Partners.

WHEREAS it is the intention of the parties hereto to associate themselves for the purpose of forming a Maryland limited partnership under the provisions of Article 73 of the Annotated Code of Maryland (1957 Edition) to acquire certain lands in Edgewater Village at Edgewood, in First Election District of Harford County, State of Maryland, and

WHEREAS upon acquisition of the said real estate, payment of the purchase price and the execution and delivery of deeds of the properties to the Partnership, it is the intention of the Partnership to own, develop and improve unimproved portions and to lease said real estate.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. Formation

The parties hereto form a Limited Partnership (hereinafter referred to as the ("Partnership") pursuant to the provisions of Article 73 of the Annotated Code of Maryland (1957 Edition), which said Partnership shall be conducted under the firm name and style of: GATEWAY ASSOCIATES.

2. Purpose

The purpose of the partnership is to acquire for investment that certain parcel of unimproved land as more particularly described by Matz, Childs & Associate Inc., on Exhibit "A" and by survey as Exhibit "B", both attached hereto as a part hereof, and all of the appurtenances, rights, benefits and privileges relating thereto in the First Election District, Harford County, State of Maryland, hereinafter referred to as the "Property", to own, improve the same as may be necessary or desirable, lease, sell, mortgage, pledge as security and/or to operate, maintain, manage and service the same.

AUG 13-74 A 423472 *****37.50

3. Principal Office

The principal office of the Partnership shall be located at 1501 Charmuth Road, Lutherville, Maryland 21093, in Baltimore County, Maryland, or at such other locations as may be agreed to by the General Partners.

4. Partners

Each of the Partners shall contribute initially to the capital of the partnership the amount set forth below opposite his, her or its name.

General Partners

Name	Address	Cash Contri-bution	Percent Interest
Glenn H. Schott	R.D. #2, Box 110-C New Alexandria, Pa. 15670	$ 25.00	10.0
Arlene Schott	R.D. #2, Box 110-C New Alexandria, Pa. 15670	25.00	10.0
David C. Bunnell	1501 Charmuth Rd. Lutherville, Md. 21093	50.00	20.0
Rodney W. Shelton, Jr.	3406 Coventry Court Dr. Ellicott City, Md. 21043	25.00	10.0
Elice B. Shelton	3406 Coventry Court Dr. Ellicott City, Md. 21043	25.00	10.0

Limited Partners

Elice B. Shelton	3406 Coventry Court Dr. Ellicott City, Md. 21043	25.00	10.0
Claiborne D. Bunnell and Jewell Bunnell, his wife, as tenants by the entireties	R.D. #3, Box 171 Waco, Texas 76708	50.00	20.0
Arlene Schott	R. D. #2, Box 110-C New Alexandria, Pa. 15670	25.00	10.0

Such contributions shall be made concurrently or prior to the purchase of the property. The partners, neither general nor limited, shall have no further obligation to contribute to the capital of the partnership. All of the partners shall share in the property and capital of the partnership in the proportions set forth in this paragraph opposite their respective names.

5. Term

The Partnership shall commence immediately after the parties shall have executed this agreement and shall continue for thirty-five years from date hereof, and thereafter from year to year, provided, however, that it shall be dissolved and terminated prior to such date upon the happening of any of the following events:

(a) Dissolution, bankruptcy, or charter surrender or forfeiture of the General Partners.

(b) Sale of Property.

(c) Agreement of the General Partners and of the Limited Partners owning at least 66-2/3% of the total Partnership Interests to terminate the Partnership.

(d) Failure of the Partnership to acquire the Property by September 1, 1974.

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6. Additional Limited Partners and Contributions

(a) The General Partners are authorized to admit two or more additional Limited Partners to the Partnership upon the purchase or gift of capital interest from any one or more of the Limited Partners in return for an assignment of capital interest. Should an additional Limited Partner acquire an interest, he shall be a Limited Partner as fully as if the name of such additional Limited Partner were originally herein set forth. Upon admission of such additional Limited Partner, an Amendment of the Certificate of Limited Partnership of the Partnership setting forth such admission may be filed.

7. Activities of the General Partners

(a) The General Partners may act in their capacity as General Partners solely through one individual (not necessarily a Partner) designated therefor from time to time by notice in writing directed to the Limited Partners.

(b) The General Partners shall manage the Partnership and shall devote to the Partnership such time as they may deem necessary or as may be required, for which services they shall receive no compensation other than their proportionate share of the profits of the Partnership. However, the General Partners shall be entitledto be reimbursed out of the funds of the Partnership for all reasonable expenses incurred by them in the course of their duties as General Partners.

(c) The General Partners shall have the power to sell and convey all or any part of the Property owned by the Partnership, real or personal; to execute leases or modify leases of any real estate owned by the Partnership; to borrow money and as security therefor to mortgage or create deeds of trust or mortgages on all or any part of the Property owned by the Partnership, real or personal; to prepay in whole or in part, refinance, amend, modify or extend any mortgages or deeds of trust which may affect any of the properties owned by the Partnership and in connection therewith to execute for and on behalf of the Partnership any extensions, renewals or modifications of such mortgages or deeds of trust on any such properties in lieu of then existing mortgages or deeds of trust; and to execute any and all other instruments and documents which may be necessary or in the opinion of the General Partners desirable to carry out the intent and purpose hereof; provided, however, that nothing contained herein shall increase or permit the General Partners to increase the liability of the Limited Partners as herein set forth.

(d) The General Partners represent that despite their right and power described in sub-paragraph (c) hereof to sell and convey any properties owned by the Partnership, it is not their intention to sell or convey the properties without obtaining the written approval of General Partners and Limited Partners owning at least 66-2/3% of the total Partnership Interests. Financing or refinancing by means of mortgages or deeds of trust shall not be construed as a sale or conveyance within the meaning of this subdivision.

(e) Nothing in sub-paragraph (d) hereof shall require any grantee to investigate the authority of the General Partners to sell or convey any real property of the Partnership. Any conveyance, or other agreement by this paragraph provided, if executed by all of the General Partners shall be binding upon the Partnership.

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(f) The General Partners shall not be liable, responsible or accountable in damages or otherwise to any of the Limited Partners for any acts performed by them in good faith within the scope of this Limited Partnership Agreement.

(g) The fact that the General Partners, or a member of their families, is directly or indirectly interested in or connected with any person, firm, or corporation employed by the Partnership to render or perform a service or from which the Partnership may contract or buy merchandise or other property shall not prohibit the General Partners from employing or contracting with, or purchasing from, such General Partner, member of his family, person, firm or corporation or from otherwise dealing with him or it, and neither the Partnership nor the Partners, vis-a-vis their interests as Partners in the Partnership, hereof, shall have any rights in or to any income or profits derived therefrom.

8. Profits and Losses

Any profits of the Partnership shall be divided among the General and Limited Partners, and net losses shall be borne by them pro rata in proportion to their respective original contributions to the capital of the Partnership; provided, however, no Limited Partner shall be liable for the losses of the Partnership in excess of the amount of his cash contribution to the Partnership capital, and no Partner shall be liable to any other Partner or the Partnership for any negative balances in their capital accounts after crediting their accounts with their proportionate share of Partnership profits and losses or by reason of any distribution of assets.

9. Distribution of Profits and Capital

(a) The share of net profits of the Partners shall be distributed at such times as may be determined by the General Partners in their absolute discretion, but at least annually, to all Partners in proportion to their respective original contributions to the capital of the Partnership.

As used in this Agreement, the term "net profits" shall mean net profits derived from the ownership of the property as ascertained by standard accounting practices, except that (i) depreciation of buildings, improvements, and personalty shall not be considered as a deduction, (ii) mortgage amortization shall be considered as a deduction, (iii) any amounts expended by the Partnership in the discretion of the General Partners for capital improvements shall be considered a deduction, and (iv) if the General Partners shall so determine, a reasonable reserve, not to exceed ten percent (10%) of the net profits but for this subsection (iv), shall be deducted for working capital needs or to provide funds for improvements or for any other contingencies of the Partnership. The determination of the Partnership's certified public accountants shall be final and binding upon all of the Partners.

(b) The contributions to the capital of the Partnership by the Partners may be returned to them, in whole or in part, at any time in the sole discretion of the General Partners; all such returns of contributions to capital shall be pro rata to all Partners in proportion to their respective original contributions to the capital of the Partnership.

10. Activities of Limited Partners

The Limited Partners shall take no part in the conduct or control of the Partnership's business and shall have no right or authority to act for or bind the Partnership.

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11. Substituted Limited Partners

(a) No assignees, legatees, nor distributees of the whole or any portion of a Limited Partner's Interest in the Partnership shall have the right to become a substituted Limited Partner in place of his predecessor in Interest with respect to such Limited Partner's interest without the written consent of the General Partners, whose consent shall be binding and conclusive without requiring the consent or approval of any of the other Limited Partners, unless such assignee or distributee already is a Limited Partner hereof or is a direct descendant, husband, wife, brother or sister of said original Limited Partner, in which event, the consent of the General Partners shall not be required.

(b) If a Limited Partner shall die, his executors, administrators, personal representatives, or trustees, or, if he shall be adjudicated insane or incompetent, his committee or representative, shall have the same rights and obligations that such Limited Partner would have had if he had not died or had not become insane or incompetent, except that his executors, administrators, personal representatives, trustees, committee, or representative (hereinafter sometimes called successor or successors) shall not become substituted Limited Partners without the written consent of the General Partners.

(c) As a condition to his admission as a substituted Limited Partner with respect to the whole or any portion of the Interest of his predecessor in Interest, such assignee, legatee, distributee, or successor shall execute and acknowledge such instruments, in form and substance reasonably satisfactory to the General Partners, as the General Partners shall deem necessary or desirable to effectuate such admission and to confirm the Agreement of the person being admitted as such substituted Limited Partner to be bound by all of the terms and provisions of this Agreement, as the same may have been amended, with respect to the Interest, or portion of Interest, acquired from or through such predecessor in Interest; and such assignee, legatee, distributee, or successor shall pay all reasonable expenses not to exceed $150.00, in connection with such admission as a substituted Limited Partner, including, but not limited to, the cost of the preparation, filing, and publishing of any amendment of the Certificate of Limited Partnership necessary or desirable in connection therewith.

12. Return of Capital Contributions on Termination

(a) Limited Partners shall have the right to the return of their contributions of capital at the end of the term of the Partnership or at the earlier dissolution and termination of the Partnership; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partners to minimize the normal losses attendant upon a liquidation.

(b) The General Partners shall not be personally liable for the return of the capital contributions of Limited Partners.

(c) Limited Partners have only the right to receive cash in return for their contributions to the capital of the Partnership.

(d) After dissolution of the Partnership and liquidation of the assets, the General Partners shall execute, acknowledge, and cause to be filed a Certificate of Cancellation of the Partnership.

(e) The proceeds of the liquidation of the assets of the Partnership shall be applied and distributed in the following order of priority:

(i) To the payment of the debts and liabilities of the Partnership.

(ii) To the payment of the shares of undistributed profits to which the Limited Partners shall be entitled.

(iii) To the return of the balance, if any, of the respective capital contributions of the Limited Partners; but, if the amount available therefor shall be insufficient, then pro rata among all Limited Partners in such manner that each Limited Partner shall receive the same proportion of his contribution to the capital of the Partnership.

(iv) To the payment of the share of undistributed profits and the return of the balance, if any, of the capital contribution of the General Partners.

(v) Any balance remaining shall be distributed among all Partners, General and Limited, in proportion to their original contributions to the capital of the Partnership. Each of the Partners shall be furnished with a statement prepared by the Partnership's then accountants, which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation.

13. Withdrawal by Limited Partners

No Limited Partner shall have the right at any time to withdraw from the Partnership, except as hereinbefore provided.

14. Power of Attorney

Each of the Limited Partners, including additional Limited Partners who shall become parties to this Partnership Agreement after the date hereof, constitutes and appoints the General Partners as their true and lawful attorneys, and in his name, place, and stead, to make, execute, sign, acknowledge, and file:

(a) The Certificate of Limited Partnership and any Amended Certificate or Certificates of Limited Partnership under the laws of the State of Maryland; and

(b) Any certificate or other instrument which may be required to be filed by the Partnership under the laws of the State of Maryland; and

(c) Any and all amendments or modifications of the instruments described in the preceding sub-paragraph (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership and cancellation of its Certificate of Limited Partnership, as amended from time to time.

15. Bank Accounts

(a) All funds of the Partnership are to be deposited in the Partnership name, or in an Escrow Account maintained in the individual name of any partner in such bank account or accounts as shall be designated by the General Partners.

(b) Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the General Partners may designate.

16. Notices

(a) All notices given to the Partnership or to the General Partners shall be given in writing by certified mail, addressed to the Partnership, 1501 Charmuth Road, Lutherville, Maryland, 21093.

(b) All notices given by the Partnership or by the General Partner to any Limited Partner shall be in writing, addressed to the address set opposite his name in paragraph 4 hereof, or to such address as such Limited Partner may hereafter designate in writing.

17. Benefit

This Limited Partnership Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns, subject only to such limitations as may be contained elsewhere in this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS:

General Partners:

Glenn H. Schott (Seal)

Arlene Schott (Seal)

David C. Bunnell (Seal)

Rodney W. Shelton, Jr. (Seal)

Elice B. Shelton (Seal)

Limited Partners:

Elice B. Shelton (Seal)

Claiborne D. Bunnell (Seal)

Jewell Bunnell (Seal)

Arlene Schott (Seal)

-7-

STATE OF MARYLAND

COUNTY OF ~~HOWARD~~ Baltimore

I, WM. A. BUNNELL, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Elice B. Shelton in the separate capacities as therein indicated and Rodney W. Shelton, Jr. personally appeared before me in said jurisdiction and, being by me first duly sworn, did depose and say that they are parties to the foregoing and annexed Certificate of Limited Partnership of GATEWAY ASSOCIATES, and that the facts as set forth in said Certificate are true and correct; and acknowledges to me that they executed said Certificate as their free act and deed.

Subscribed and sworn to before me this 6th day of May, 1974.

Wm A Bunnell
Notary Public

MY COMMISSION EXPIRES JULY 1, 1974
My commission expires:

WILLIAM A. BUNNELL NOTARY PUBLIC Baltimore County, Md.

STATE OF MARYLAND

COUNTY OF BALTIMORE

I, WM. A. BUNNELL, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that David C. Bunnell personally appeared before me in said jurisdiction and, being by me first duly sworn, did depose and say that he is a party to the foregoing and annexed Certificate of Limited Partnership of GATEWAY ASSOCIATES, and that the facts as set forth in said Certificate are true and correct; and acknowledges to me that he executed said Certificate as his free act and deed.

Subscribed and sworn to before me this 1st day of May, 1974.

Wm A Bunnell
Notary Public

MY COMMISSION EXPIRES JULY 1, 1974
My commission expires:

WILLIAM A. BUNNELL NOTARY PUBLIC Baltimore County, Md.

STATE OF TEXAS

COUNTY OF MCLENNAN

I, Helen Clark, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Claiborne D. Bunnell and Jewell Bunnell personally appeared before me in said jurisdiction and, being by me first duly sworn, did depose and say that they are parties to the foregoing and annexed Certificate of Limited Partnership of GATEWAY ASSOCIATES, and that the facts as set forth in said Certificate are true and correct; and acknowledge to me that they executed said Certificate as their free act and deed.

Subscribed and sworn to before me this 18th day of April, 1974.

Helen Clark
Notary Public

My commission expires:
6-1-75

COUNTY OF MCLENNAN

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WESTMORELAND

I, Mary B. Bures, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that ARLENE SCHOTT in the separate capacities as therein indicated, and GLENN H. SCHOTT personally appeared before me in said jurisdiction and, being by me first duly sworn, each of them did depose and say that they are parties to the foregoing and annexed Certificate of Limited Partnership of GATEWAY ASSOCIATES, and that the facts as set forth in said Certificate are true and correct; and each of them acknowledged to me that they executed said Certificate as their free act and deed.

Subscribed and sworn to before me this 15th day of June, 1974.

Mary B. Bures
Notary Public

My commission expires:

MARY B. BURES, NOTARY PUBLIC
SALEM TWP., WESTMORELAND COUNTY
MY COMMISSION EXPIRES MAY 31, 1978
Member, Pennsylvania Association of Notaries

MCA
MATZ, CHILDS & ASSOCIATES, INC.
CONSULTING
ENGINEERS
1020 Cromwell Bridge Rd., Baltimore, Md. 21204, Tel. 301/823-0900

Lester Matz
John C. Childs
Associates
Ronald W. Broyles
George W. Bushby
Robert W. Czaban
Edmund F. Halle
Norman F. Herrmann
Paul Lee
Fred F. Mirmiran
Wilson F. Outen
Paul S. Smeton

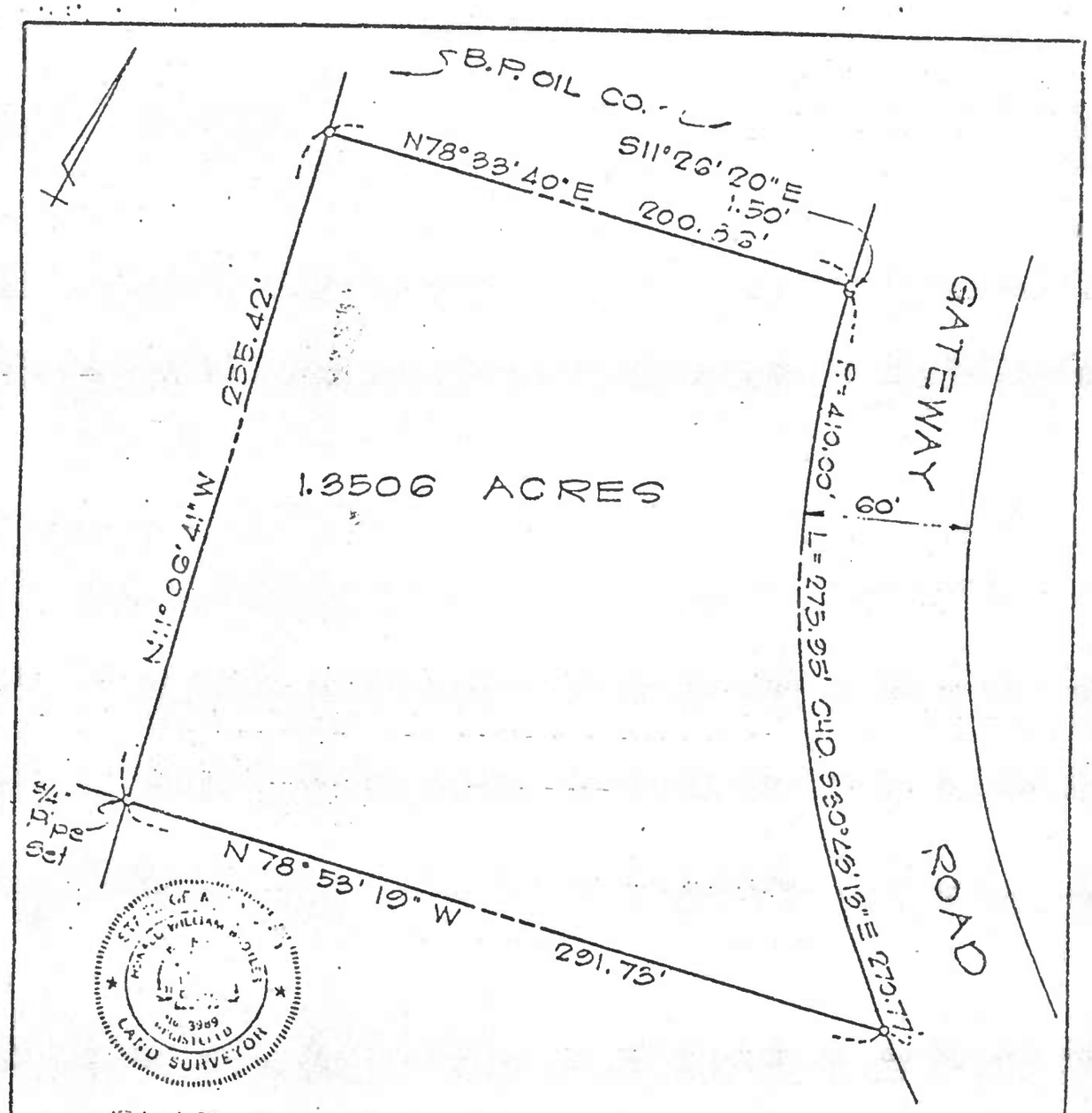
DESCRIPTION

1.3506 ACRE PARCEL, SOUTHWEST SIDE OF GATEWAY ROAD, SOUTHEAST OF PULASKI HIGHWAY, FIRST ELECTION DISTRICT, HARFORD COUNTY, MARYLAND.

Beginning for the same at the 3/4 inch pipe set at the beginning of the fifty-fifth or N 11° 06' 41" W 405.81 foot line of the land conveyed by C. Gordon Gilbert and wife to Edgewater Village Company by deed dated April 17, 1970 and recorded among the Land Records of Harford County in Liber G.R.G. 842, page 169, running thence binding on a part of said fifty-fifth line, (1) N 11° 06' 41" W 255.42 feet, thence (2) N 78° 33' 40" E 200.86 feet to a point on the southwest side of Gateway Road, as proposed sixty feet wide, thence binding thereon two courses: (3) S 11° 26' 20" E 1.50 feet, and (4) southeasterly, by a curve to the left with the radius of 410.00 feet, the distance of 275.95 feet, the chord of said arc being S 30° 43' 13" E 270.77 feet, and thence (5) S 78° 53' 19" W 291.73 feet to the place of beginning.

Containing 1.3506 acres of land.

HGW:mpl J.O. 69153-C August 29, 1972



PLAT TO ACCOMPANY DESCRIPTION
OF
1.3506 ACRE PARCEL
EDGEWATER VILLAGE HARFORD COUNTY, MD.

RECEIVED FOR RECORD & RECORDED IN LIBER HRC NO 956 FOLIO 303 ONE OF THE
AUG 13 10 30 AM '74
RECORDS HARFORD CO. MD & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

MATZ, CHILDS & ASSOCIATES
1020 Cromwell Bridge Road, Baltimore, Maryland 21204

Scale: 1"= 50' Issued: 12-13-72

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9/ 1/74 Mailed to: Piper & Marbury, 1st National Bank Bldg., Balto. Md.

CERTIFICATE OF LIMITED PARTNERSHIP

FALLSTON GENERAL HOSPITAL LIMITED PARTNERSHIP

THE UNDERSIGNED, FALLSTON MEDICAL COMPLEX OPERATING CORPORATION, the General Partner, and DR. W. PERRY ARNOLD and DR. JOSE MARTINEZ, Limited Partners, having formed a Limited Partnership pursuant to Article 73 of the Annotated Code of Maryland (1970) Replacement Volume), do hereby certify:

AUG 29-74 B 425426 *****25.50

I. The name of the Partnership is "FALLSTON GENERAL HOSPITAL LIMITED PARTNERSHIP"

II. The character of the business of the partnership is (i) to lease the Fallston Medical Complex (the "Complex") consisting of a hospital unit and an extended care unit which are under construction along Milton Avenue, Fallston, Harford County, Maryland; (ii) to operate the Complex; and (iii) to engage in all activities and transactions that may be necessary or advisable to carry out the foregoing purposes.

III. The principal place of business of the partnership is located at 1916 Belair Road, Fallston, Maryland 21047.

IV. The name and place of residence of each General and Limited Partner is as follows:

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Name	Residence or Principal Place of Business	Status
Fallston Medical Complex Operating Corporation	1916 Belair Road Fallston, Maryland 21047	General Partner
Dr. W. Perry Arnold	3101 Monkton Road Monkton, Maryland 21111	Limited Partner
Dr. Jose Martinez	14 Foxknoll Court Timonium, Maryland 21093	Limited Partner

V. The term of the partnership shall commence as of August 12, 1974, and it shall continue until December 31, 2024, provided, however, that the Partnership shall be terminated prior to such date: (i) upon the bankruptcy of the General Partner unless continued with the consent of all the Limited Partners, (ii) by Agreement of the General Partner and Limited Partners holding more than 75% of the Units of the Partnership; or (iii) upon sale of all of the assets of the Partnership.

VI. The Limited Partners have contributed cash to the partnership as follows:

Dr. W. Perry Arnold	Limited Partner	$100.00
Dr. Jose Martinez	Limited Partner	$100.00

VII. The Limited Partners have agreed to contribute an additional $24,900.00 in cash to the capital of the Partnership upon the admission of not less than twenty-four (24)

additional Limited Partners to the Partnership pursuant to the Agreement of Limited Partnership.

VII. The Contribution of the Limited Partners are to be returned at the end of the term of the Partnership or the earlier dissolution or termination of the Partnership as provided for in the Agreement of Limited Partnership.

IX. The profits of the Partnership will be allocated to the Limited Partners as follows: (i) first, 1% to the General Partner and 99% to the Limited Partners until such time as the sum of the following amounts (added together as positive figures):

(A) an amount equal to 50% of the cumulative losses allocated to the Limited Partners,

(B) an amount equal to 100% of the cumulative profits allocated to the Limited Partners, and

(C) an amount equal to cumulative cash distributions to the Limited Partners in excess of the cumulative profits allocated to the Limited Partners

equals the total amount of Partnership capital contributed by the Limited Partners as a group; and (ii) thereafter, 25% to the General Partner and 75% to the Limited Partners. Cumulative profits will not be offset by cumulative losses. The profits which are allocable to the Limited Partners shall be allocated among the Limited Partners in proportion to their ownership of Units in the Partnership.

In each fiscal year, the General Partner shall distribute cash to the extent available from the net cash

flow, if any, of the Partnership in the following priorities:

first, to the Limited Partners up to an aggregate amount equal to the Annual Amount of the Limited Partners;

second, to the General Partner up to an amount equal to the Annual Amount of the General Partner;

third, to the Limited Partners up to an aggregate amount equal to the Arrears of the Limited Partners;

fourth, to the General Partner up to an aggregate amount equal to the Arrears of the General Partner;

fifth, to the repayment of any loans of the Limited Partners;

sixth, to the repayment of any loans of the General Partner;

seventh, to the Limited and General Partners in proportion to and up to an aggregate amount equal to the difference between (i) 100% of the cumulative profits allocated to the Limited and General Partners, including the current year, and (ii) the amount of cash previously distributed to the Limited and General Partners under subparagraphs first, second, third, and fourth, including the current year, and subparagraphs seventh and eighth excluding the current year.

eighth, any balance shall be distributed 75% to the Limited Partners and 25% to the General Partner.

In the event that net cash flow in any fiscal year is not sufficient to distribute an amount equal to the Annual Amount of the Limited Partners, the General Partner shall make a distribution up to such amount from the working capital reserve, provided, however, that the working capital reserve may only be invaded to the extent such reserve exceed the average monthly

gross income of the Partnership for such fiscal year.

The following terms are defined in the Agreement of Limited Partnership:

(i) "Annual Amount of the Limited Partners" means an amount equal to 50% of the profits of any fiscal year allocated to the Limited Partners.

(ii) "Annual Amount of the General Partner" means an amount equal to 50% of the profits of any fiscal year allocated to the General Partner.

(iii) "Arrears of the Limited Partners" means the amount by which the sum of the Annual Amounts of the Limited Partners for all fiscal years exceeds the sum of all amounts previously distributed to the Limited Partners in accordance with paragraphs first, third, seventh and eighth, above.

Distributions of cash to the Limited Partners will be shared in proportion to their ownership of Units in the Partnership.

X. The Limited Partners may not assign or sell their Units without the prior written consent of the General Partner; however, upon the death or incompetency of a Limited Partner, his legal representative shall be deemed to be an assignee of and may, with the prior written consent of the General Partner, be substituted for such Limited Partner.

No assignment of an interest of a Limited Partner may be made if such assignment would result in the termination of the Partnership under the terms of any relevant section of the Internal Revenue Code or any successor statute, and, if so attempted, such assignment shall be void ab initio.

No Limited Partner may assign his interest in this Partnership until he shall have received a letter from counsel for the Partnership stating the conditions based on federal and state securities laws under which a Limited Partnership interest may be assigned, if at all, and that he has complied with all such conditions.

Upon the giving of at least thirty (30) days prior written notice to the Partnership, a Limited Partner may withdraw from the Partnership on the last day of any fiscal year and in such event will be paid $1.00 by the Partnership for all of his right, title and interest in the Partnership.

XI. The General Partner is authorized to admit as additional Limited Partners to the Partnership bona fide residents of the State of Maryland who are either licensed physicians, dentists, podiatrists or other professional medical personnel residing in and actually practicing their profession in the State of Maryland who shall contribute, in cash, to the capital of the Partnership sums aggregating $750,000, representing thirty (30) Units in Limited Partnership interest. Subject to the Agreement of Limited Partnership, persons subscribing to Units will become Limited Partners upon payment for the same in full and by signing and acknowledging a Subscription Agreement pursuant to which they agree to be bound by the terms and provisions of the Agreement of Limited Partnership. No subscription will become binding until it has been accepted by the General Partner.

XII. No Limited Partner will have priority over any other Limited Partners for any purpose.

XIII. The General Partner may not assign or sell its interest as General Partner in the Partnership and may not withdraw from the Partnership. In the event of bankruptcy or liquidation of the General Partner, the Partnership will be dissolved and terminated unless continued with the consent of all the Limited Partners.

XIV. No right is given to the Limited Partners to demand and receive property other than cash in return for their contributions.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate of Limited Partnership this 12th day of August, 1974.

GENERAL PARTNER:

FALLSTON MEDICAL COMPLEX
OPERATING CORPORATION

By Kermit P. Bonovich, MD.
President

LIMITED PARTNERS:

W. Perry Arnold, M.D.

Jose Martinez, M.D.

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that on this 12th day of August, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Kermit P. Bonovich, President of Fallston Medical Complex Operating Corporation, a Maryland corporation, and in the name and on behalf of said corporation acknowledge the foregoing Certificate of Limited Partnership to be the corporate act of said corporation, and at the same time made oath in due form of law that the matters and facts set forth in said Certificate of Limited Partnership are true and correct.

WITNESS my hand and notarial seal the day and year last above written.

VIRGINIA M. CODAUGH
NOTARY PUBLIC
BALTIMORE CITY, MD.

Virginia M. Codaugh
Notary Public

My Commission expires: 7/1/76

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that on the 12th day of August, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared W. Perry Arnold, M.D. and Jose Martinez,

M.D., who made oath in due form of law that the matters and facts set forth in the foregoing Certificate of Limited Partnership are true and correct.

WITNESS my hand and notarial seal the day and year last above written.

VIRGINIA M. COBAUGH NOTARY PUBLIC BALTIMORE CITY, MD.

Virginia M Cobaugh
Notary Public

My Commission expires: 7/1/78

RECEIVED FOR RECORD &
RECORDED IN LIBER HOX
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RECORDS RECORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

LIBER 957 PAGE 461

CERTIFICATE OF LIMITED PARTNERSHIP

CHRISTINA LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership, pursuant to the provisions of the Maryland Uniform Limited Partnership Act certify as follows:

I. The name of the Partnership is CHRISTINA LIMITED PARTNERSHIP.

II. The character of the business of the Partnership is:

(a) To acquire for investment a tract of land of approximately 23.17 acres located at The Northside of Churchville Road (Md. Rte. 22), West of Campus Hills Drive, Harford County, Maryland, and to improve same (see Exhibit B hereto).

(b) To own, operate, rent, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the ownership and the operation of said improvements, and the utilization and realization upon all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the Partnership is c/o Developers General Corp., 1900 York Road, Lutherville, Maryland 21903.

IV. (a) The names and addresses of the General Partner(s) are:

Commercial & Industrial Properties, Inc.
1900 York Road
Lutherville, Maryland 21093

(b) The names and addresses of the Limited Partner(s) are:

See Exhibit A attached hereto

V. The term for which the Partnership shall exist shall be from the date of filing this certificate until December 31, 2024, unless sooner terminated by:

(a) The disposition of all the property, real and personal, owned by the Partnership; or

(b) The sole remaining General Partner either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election by 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partner(s) shall contribute:

Limited Partner(s)	Initial Capital Contribution
See Exhibit A	$800 (See Exhibit A)

VII. No additional capital contributions shall be made by the Limited Partner(s). Contributions in property may consist of such property as may be acceptable to the General Partner(s) at a value to be determined by the General Partner(s). If installment payments of capital contributions apply, see Exhibit C.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital may be returned to the Partners in the form of net cash receipts distributed to them. A Limited Partner may not demand the return of (its) (his) contribution, notwithstanding the dissolution of the Partnership or notice to the General Partner(s), until the earlier of the action of the General Partner(s) returning said contribution or December 31, 2024, and said return of said contribution may be in the form of property (in kind) or cash, or both.

IX. The share of the profits or other compensation by way of income (participation percentage) of the Limited Partner(s) shall be as follows:

Limited Partner(s)	Percentage Participation
See Exhibit A	80% (See Exhibit A)

X. The Limited Partner(s) shall have the right to assign, encumber or otherwise dispose of their interests in the Partnership, subject to the required notice and the consent of the General Partner(s) as set forth in the Partnership Agreement.

XI. The General Partner(s) do have the right to admit additional Limited Partner(s).

XII. No Limited Partner has any priority, as among other Limited Partners, as to contributions or as to compensation by way of income.

XIII. The remaining General Partner(s), if any, may continue the business of the Partnership on the death, retirement, withdrawal, dissolution or insanity of another General Partner, all as provided in the Partnerhip Agreement.

XIV. No right is given any Limited Partner or the Limited Partner(s) to demand and receive property other than cash in return for its or their contribution(s) but the General Partner(s), in their sole discretion, may distribute property (in kind) or cash, or both to the Limited Partner(s).

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the 23rd day of August 1974.

Attest:

Secretary
Randall C. White
(SEAL)

GENERAL PARTNER(S)

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By

George W. White, Jr.
President

LIMITED PARTNER(S)

See Exhibit A

STATE OF MARYLAND :

ss

COUNTY OF BALTIMORE :

On the 23rd day of August , 1974, before me, the undersigned officer, personally appeared George W. White, Jr. and Randall C. White, who acknowledged themselves to be, respectively, the President and the Secretary of COMMERCIAL & INDUSTRIAL PROPERTIES, INC. and who executed the foregoing document for the purpose therein contained by signing the same for and on behalf of COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

Notary Public

LIBER 957 PAGE 510

LIBER 1 PAGE 502

CHRISTINA LIMITED PARTNERSHIP

EXHIBIT A

LIMITED PARTNER(S)

Name and Address	Capital Contribution	Percentage Participation	Class Designation
Commercial and Industrial Properties, Inc. 1900 York Road Lutherville, Maryland 21093	$795 (If said capital contribution is to be paid in installments, see Exhibit C attached hereto)	79.5 % (but subject to Sections 6,7,11,12 & 17 of the Partnership Agreement)	Limited Partner

The undersigned, as Limited Partner investor, acknowledges receipt of: (1) the Limited Partnership Agreement and Exhibits; (2) the Certificate of Limited Partnership; (3) the Limited Partnership's Power of Attorney and (4) the Investment Description (and projections, if any). The undersigned further acknowledges that he is what is commonly referred to as a "sophisticated" investor, having either participated in Limited Partnerships of the type here involved or having become acquainted with the same and represents and warrants that he participates in this Limited Partnership based upon professional (legal and/or accounting and/or investment) advice rendered to him by his own professional advisors. The undersigned acknowledges that he has or his professional advisors have performed the "due diligence" required of him by the Investment Description References herein to "Partnership" mean this operating Partnership (the entity into which this Partnership shall invest) as well as this Partnership.

The undersigned further acknowledges that if he received projections (tax, cash flow, operating, etc.), that he has been informed and understands that such schedules are projections only based upon assumptions which may not apply and that he may place reliance only upon the economic or tax aspects of the Partnership, its operations, and the investment, as have been determined by him or his professional advisor.

The undersigned further acknowledges that he has been advised that all financial data supplied to him, on an unaudited basis, represents only the best understanding of the General Partners as to the financial status of the Partnership and is not the equivalent to an audited financial statement under certificate of a certified public accountant. Additionally, the undersigned acknowledges that he has obtained or been advised that he may obtain the same information concerning the Partnership as would be found in a registration statement if the Partnership interests had been registered for sale to the public under the Securities Act of 1933; that he has inspected or has been advised that he is entitled to inspect the Partnership's books and other records and to verify for himself any statements made to him concerning the acquisition of a Limited Partnership interest in the Partnership; that he has met with or has been advised that he is entitled to meet with and question any and all personnel employed by the Partnership and Partners; that he has been advised that assumptions have been made in arriving at any tax results shown and that his professional advisor should make his own independent evaluations of the tax treatment to be afforded to the Partnership and its operations and that the undersigned's present knowledge of the Partnership and its affairs places him in a privileged relationship with the Partnership and the other Partners.

The undersigned represents that (1) this Limited Partnership interest is acquired for investment and not with a view to distribution or resale and (2) this interest shall not be subject to a security interest, pledge, hypothecation, or any other sale or transfer within the meaning of the Securities Act of 1933, as amended or other applicable securities laws for the specified period(s) of time, if any, prescribed by said laws (in Pennsylvania said specified period is 12 consecutive months from the date of purchase of said Limited Partnership interest). Thereafter, no such sale or transfer may be made unless such sale or transfer is covered by an effective registration statement of such Limited Partnership interest under the Act, or an opinion of counsel for the Partnership has been received that such registration is not required under the Act. The Limited Partner hereby acknowledges that he has a right to rescind his purchase by written notice to the Partnership, within two business days, after the date of this purchase.

The undersigned acknowledges that he has been advised that the Limited Partnership, and interests therein, may not ever be registered under the Securities Act of 1933, or other applicable securities laws, and that the Partnership is under no obligation to register the Partnership or interests therein or to assist the undersigned in registering his interest. Further, the undersigned has been advised that the Partnership interests may not be assigned or otherwise transferred without the written consent, had in advance of the General Partners.

DATE: August 23, 1974

LIMITED PARTNER
COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

ATTEST:

Randall C. White
Secretary

By:
George W. White, Jr.
President

GENERAL PARTNER
COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

ATTEST:

Randall C. White
Secretary

By:
George W. White
President

LIBER 557 PAGE 513

STATE OF MARYLAND :

ss

COUNTY OF BALTIMORE :

On the 23rd day of August , 1974, before me, the undersigned officer, personally appeared George W. White, Jr. and Randall C. White who acknowledged themselves to be, respectively, the President and the Secretary of COMMERCIAL & INDUSTRIAL PROPERTIES, INC. and who executed the foregoing document for the purposes therein contained by signing the same for and on behalf of COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

Notary Public

LIBER 857 PAGE 514

CHRISTINA LIMITED PARTNERSHIP

EXHIBIT A

LIMITED PARTNER(S)

Name and Address	Capital Contribution	Percentage Participation	Class Designation
Daniel J. Loden 104 Croydon Road Baltimore, Maryland 21212	$5 (If said capital contribution is to be paid in installments, see Exhibit C attached hereto)	1/2 % (but subject to Sections 6,7,11,12 & 17 of the Partnership Agreement)	Limited Partner

The undersigned, as Limited Partner investor, acknowledges receipt of: (1) the Limited Partnership Agreement and Exhibits; (2) the Certificate of Limited Partnership; (3) the Limited Partnership's Power of Attorney and (4) the Investment Description (and projections, if any). The undersigned further acknowledges that he in what is commonly referred to as a "sophisticated" investor, having either participated in Limited Partnerships of the type here involved or having become acquainted with the same and represents and warrants that he participates in this Limited Partnership based upon professional (legal and/or accounting and/or investment) advice rendered to him by his own professional advisors. The undersigned acknowledges that he has or his professional advisors have performed the "due diligence" required of him by the Investment Description References herein to "Partnership" mean this operating Partnership (the entity into which this Partnership shall invest) as well as this Partnership.

The undersigned further acknowledges that if he received projections (tax, cash flow, operating, etc.), that he has been informed and understands that such schedules are projections only based upon assumptions which may not apply and that he may place reliance only upon the economic or tax aspects of the Partnership, its operations, and the investment, as have been determined by him or his professional advisor.

The undersigned further acknowledges that he has been advised that all financial data supplied to him, on an unaudited basis, represents only the best understanding of the General Partners as to the financial status of the Partnership and is not the equivalent to an audited financial statement under certificate of a certified public accountant. Additionally, the undersigned acknowledges that he has obtained or been advised that he may obtain the same information concerning the Partnership as would be found in a registration statement if the Partnership interests had been registered for sale to the public under the Securities Act of 1933; that he has inspected or has been advised that he is entitled to inspect the Partnership's books and other records and to verify for himself any statements made to him concerning the acquisition of a Limited Partnership interest in the Partnership; that he has met with or has been advised that he is entitled to meet with and question any and all personnel employed by the Partnership and Partners; that he has been advised that assumptions have been made in arriving at any tax results shown and that his professional advisor should make his own independent evaluations of the tax treatment to be afforded to the Partnership and its operations and that the undersigned's present knowledge of the Partnership and its affairs places him in a privileged relationship with the Partnership and the other Partners.

The undersigned represents that (1) this Limited Partnership interest is acquired for investment and not with a view to distribution or resale and (2) this interest shall not be subject to a security interest, pledge, hypothecation, or any other sale or transfer within the meaning of the Securities Act of 1933, as amended or other applicable securities laws for the specified period(s) of time, if any, prescribed by said laws (in Pennsylvania said specified period is 12 consecutive months from the date of purchase of said Limited Partnership interest). Thereafter, no such sale or transfer may be made unless such sale or transfer is covered by an effective registration statement of such Limited Partnership interest under the Act, or an opinion of counsel for the Partnership has been received that such registration is not required under the Act. The Limited Partner hereby acknowledges that he has a right to rescind his purchase by written notice to the Partnership, within two business days, after the date of this purchase.

The undersigned acknowledges that he has been advised that the Limited Partnership, and interests therein, may not ever be registered under the Securities Act of 1933, or other applicable securities laws, and that the Partnership is under no obligation to register the Partnership or interests therein or to assist the undersigned in registering his interest. Further, the undersigned has been advised that the Partnership interests may not be assigned or otherwise transferred without the written consent, had in advance of the General Partners.

DATE: August 23-1974

LIMITED PARTNER

ATTEST:

GENERAL PARTNER
COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

Randall C. White
Secretary

By: George W. White,
President

STATE OF Maryland :
COUNTY OF Baltimore : ss

On the 23rd day of August, 1974, before me, the undersigned officer, personally appeared Daniel J. Loden, the person who executed the foregoing instrument for the purposes therein contained by signing the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires July 1, 1978

Notary Public

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

LIBER 957 PAGE 517

CHRISTINA LIMITED PARTNERSHIP

EXHIBIT B

DESCRIPTION

AUG 29-74 B #28517 *****37.00

Beginning for the same at a concrete monument heretofore set at the beginning of the 1st or North 05 degrees 54 minutes 10 seconds East 3946.06 foot line of that tract of land which by a Deed dated September 9, 1966, was conveyed by George C. Reeves, Jr. and Murie R. Reeves, his wife, to Northcliff, Inc., and recorded in the Land Records of Harford County in Liber G.R.G. No. 721 folio 547, and thence running with the 1st line of said conveyance, and with the lands of the Board of Trustees of Harford Community College, following course and distance, viz: North 05 degrees 54 minutes 10 seconds East 1204.20 feet to an iron pipe now set; thence leaving the said College lands and running through and across the lands of the above named grantor, for new lines of division, the five following courses and distances, viz: (1) South 79 degrees 18 minutes 49 seconds East 833.79 feet to a pipe now set; (2) South 10 degrees 41 minutes 11 seconds West 100.00 feet to a pipe now set; (3) South 79 degrees 18 minutes 49 seconds East 120.00 feet to a pipe now set; (4) North 10 degrees 41 minutes 11 seconds East 100.59 feet to a pipe now set; (5) South 80 degrees 35 minutes 49 seconds East 100.00 to a pipe now set on the Westerly side of a 70 foot right-of-way to be known as Campus Hills Drive; thence running with and binding on the Westerly side of said 70 foot right-of-way. (6) South 09 degrees 51 minutes 29 seconds West 577.21 feet. Thence leaving said 70 foot right-of-way for new lines of division, the four following courses and distances; (7) North 80 degrees 08 minutes 31 seconds West 310.00 feet; (8) South 09 degrees 51 minutes 29 seconds West 355.00 feet; (9) North 80 degrees 08 minutes 31 seconds West 16.23 feet; (10) South 10 degrees 41 minutes 11 seconds West 266.00 feet to a pipe set on the northerly side of a Maryland State Roads Commission right-of-way 80 feet wide known as Churchville Road (Maryland Route 22) and shown on State Roads Commission of Maryland Plat # 8413-4; thence running with and binding on part of the 26th and all of the 27th lines of the abovementioned conveyance from Reeves to Northcliff, and also on the said Churchville Road the following course and distance , viz: (11) North 79 degrees 18 minutes 49 seconds West 600.64 feet to the point of beginning, containing 23.066 acres of land, more or less. Subject to any and all slope easements as shown on State Roads Commission of Maryland Plat # 8413-4.

Being part of the land described in a deed dated September 9, 1966 from George C. Reeves, Jr. and Muriel R. Reeves, his wife to Northcliff, Inc., recorded among the land records of Harford County in Liber 721 folil 547.

RECEIVED FOR RECORD & RECORDED IN LIBER HK NO 957 FOLIO 518 SAS ONE OF THE

AUG 29 4 03 PM '74

LAND RECORDS RECORD CO. MD. & EXAMINED PER H. DOUGLAS SHILCOAT, CLERK

LIBER 957 PAGE 518

9/25/74 Mailed to: Rothenberg & Levine, Atlantic Ave., Atlantic City, N. J.

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF LIMITED PARTNERSHIP

We, the undersigned, in order to delete U. S. HOME COMMUNITIES CORPORATION (formerly Soble Construction Co.) as a General Partner of EDGEWATER ASSOCIATES, and in order to reflect this deletion in connection with the Certificate of Limited Partnership of EDGEWATER ASSOCIATES, recorded on behalf of the Partnership in the County Clerk's Office of Atlantic County on February 10, 1973, in Liber 891, Page 701, and in order to amend and supplement the Limited Partnership Agreement to reflect changes in the contributions and percentage interests of some of the Limited Partners and in the distribution of cash under the Limited Partnership Agreement, do hereby amend the Certificate as follows:

PARAGRAPH IV. shall be amended to read as follows:

IV. The names and addresses of each of the general and limited partners forming the said partnership are as follows:

GENERAL PARTNERS:

Herbert Rothenberg
3430 Atlantic Avenue
Atlantic City, New Jersey 08401

Alan R. Morris
A.B.C.
1330 Avenue of the Americas
New York, New York

Lee A. Levine
3430 Atlantic Avenue
Atlantic City, New Jersey 08401

N 846 230 MJ

SEP 16-74 B 27 76 *****23.00

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ROTHENBERG & LEVINE
3430 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08401

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LIBER 1 PAGE 511

LIMITED PARTNERS:

Norma B. Pechenik
100 Sunrise Avenue
Palm Beach, Florida 33480

Rose Balamut
114 East 72nd Street
New York, New York

Edgar M. Masinter
c/o Simpson,Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

Robert J. McKean, Jr.
c/o Simpson, Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

Eliot B. Weathers
c/o Simpson,Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

David G. Sacks
c/o Simpson, Thacher & Bartlett
One Battery Park Plaza
New York, New York 10004

Norman M. Fain
c/o Teknor Apex Co.
505 Central Avenue
Pawtucket, Rhode Island 02862

In order to reflect changes in the percentage interests of some of the Limited Partners and in the distribution of cash under the Limited Partnership Agreement; Paragraph C of Article VII of the Limited Partnership Agreement shall be amended to read in its entirety as follows and same is hereby incorporated in the Certificate of Limited Partnership:

C. The General Partners' Respective Percentage Interest is 7% and the Limited Partners' Respective Percentage Interest is 93%.

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3033 ATLANTIC AVENUE
ATLANTIC CITY, N. J. 08401

The Respective Percentage Interest for each General Partner is as follows:

Herbert Rothenberg	3.75%
Alan R. Morris	2 %
Lee A. Levine	1.25%
Total	7.00%

The Respective Percentage Interest for each Limited Partner shall be determined as follows:

(1) Until the total distributions to Norma B. Pechenik under Articles XI and XIV equal $78,293.48:

Norma B. Pechenik	28 %
Rose Balamut	10 %
Edgar M. Masinter	5 %
Robert J. McKean, Jr.	10 %
Eliot B. Weathers	10 %
David G. Sacks	10 %
Norman M. Fain	20 %
Total	93 %

(2) Thereafter:

Norma B. Pechenik	1.00%
Rose Balamut	22.27%
Robert J. McKean, Jr.	13.68%
Edgar M. Masinter	7.46%
Eliot B. Weathers	12.45%
David G. Sacks	10.00%
Norman M. Fain	26.14%
TOTAL	93.00%

The agreed Limited Partners' Respective Capital Contributions and due dates thereof are as set forth herein. The said Limited Partners' Respective Capital Contributions shall be modified pursuant to the Agreement in the event the Permanent Mortgage

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ATLANTIC CITY, N.J. 08401

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referred to in the Agreement is greater than or less than $3,294,800.00, provided, however, that in no event shall the required Capital Contribution of any Limited Partner exceed the amount set forth herein by more than 10%.

Article VI of the Certificate of Limited Partnership shall be amended as follows:

	Cash and Notes
Norma B. Pechenik	$ 78,293.48
Rose Balamut	77,643.85
Edgar M. Masinter	30,475.37
Robert J. McKean, Jr.	58,168.58
Eliot B. Weathers	55,386.37
David G. Sacks	49,822.00
Norman M. Fain	113,554.95

Article IX shall be deleted from the Certificate of Limited Partnership in its entirety.

Article X of the Partnership Agreement is hereby amended to read as follows and same is hereby incorporated in the Certificate of Limited Partnership.

X. NET INCOME The Net Income of the Partnership shall be allocated 7 percent to the General Partners in accordance with their Respective Percentage Interests and 93 percent to the Limited Partners (as a group).

The Net income allocated by this Article to the Limited Partners as a group shall be allocated among them as follows:

Limited Partner	Through December 31, 1972	Beginning January 1, 1973
Norma B. Pechenik	28 %	1.00 %
Rose Balamut	10 %	22.27 %
Edgar M. Masinter	5 %	7.46 %

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ROTHENBERG & LEVINE
3450 ATLANTIC AVENUE
ATLANTIC CITY, N. J. 08401

Robert J. McKean, Jr.	10 %	13.68%
Eliot B. Weathers	10 %	12.45%
David G. Sacks	10 %	10.00%
Norman M. Fain	20 %	26.14%
Total	93 %	93.00%

In no event shall any Limited Partner be liable for losses or debts of the Partnership nor shall any Partner be subject to calls in any manner for cash contributions beyond his obligation under the Agreement.

Paragraph A of Article XI of the Limited Partnership Agreement shall be amended to read in its entirety as follows and same shall be incorporated in the Certificate of Limited Partnership.

A. Net Income. The Net Income shall be distributed to the Partners in Accordance with their Respective Percentage Interests in the Partnership not less often than at semi-annual intervals as determined by the General Partners. Other distributions including distributions of Refinancing Proceeds shall be made to the Partners in accordance with their Respective Percentage Interests in the Partnership within sixty days after receipt thereof by the Partnership.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 9th day of August, 1974.

GENERAL PARTNERS:

Herbert Rothenberg

Alan R. Morris, by Lee A. Levine, Attorney-in-Fact

Lee A. Levine

LAW OFFICES
ROTHENBERG & LEVINE
3420 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08401

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LIBER 1 PAGE 515

STATE OF NEW JERSEY:
SS:
COUNTY OF ATLANTIC:

BE IT REMEMBERED that on this 8th day of August, 1974, before me, the subscriber, personally appeared HERBERT ROTHENBERG, individually, and LEE A. LEVINE, individually and as Attorney-in-Fact for ALAN R. MORRIS, who I am satisfied, are the persons named in and who executed the foregoing instrument and I having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

Mary Moffitt

MARY MOFFITT
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 24, 1978

MARY MOFFITT NOTARY PUBLIC NEW JERSEY

LAW OFFICES
ROTHENBERG & LEVINE
3430 ATLANTIC AVENUE
ATLANTIC CITY N J 08401

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LIBER 1 PAGE 516

POWER OF ATTORNEY

The undersigned hereby irrevocably makes, constitutes and appoints HERBERT ROTHENBERG and LEE A. LEVINE (one or both may act) as his agent and attorney in fact with full power of substitution for the purpose of executing, acknowledging, swearing to and filing the following:

1. The original Certificate of Limited Partnership of EDGEWATER ASSOCIATES a New Jersey Limited Partnership as well as any Amended Certificate of Limited Partnership.

2. Any certificate or other instruments which may be required to be filed by the Partnership under the laws of the State of New Jersey or which the said Herbert Rothenberg and Lee A. Levine shall deem advisable to file in any jurisdiction.

3. Any amendment to the Partnership Agreement or Agreement of Sale which may be required pursuant to the laws of the State of New Jersey or pursuant to the rules and regulations of the Federal Housing Authority or which the said Herbert Rothenberg and Lee A. Levine shall deem advisable to file in any jurisdiction

4. All documents and instruments which may be necessary to effectuate the dissolution and termination of EDGEWATER ASSOCIATES, a New Jersey Limited Partnership, and the cancellation of its Certificate of Limited Partnership, as amended from time to time.

LAW OFFICES
ROTHENBERG & LEVINE
3030 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08401

It is expressly understood and intended that this Power of Attorney is coupled with an interest, shall be irrevocable and shall survive the death or incapacity of the undersigned.

Alan R Morris

STATE OF New York

COUNTY OF New York

BE IT REMEMBERED that on this 11th day of March 1974, before me, the subscriber, personally appeared ALAN R. MORRIS who I am satisfied is the person in the foregoing instrument named, and I having first made known to him the contents thereof, did thereupon acknowledge that he signed, sealed and delivered the aforesaid instrument as his voluntary act and deed for the uses and purposes therein expressed.

Anne Frances Walsh

ANNE FRANCES WALSH
NOTARY PUBLIC, State of New York
No. 24-4140510
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1975

LAW OFFICES
ROTHENBERG & LEVINE
3430 ATLANTIC AVENUE
ATLANTIC CITY, N.J. 08401

RECEIVED FOR RECORD & RECORDED IN LIBER HDC NO 958 FOLIO 398 ONE OF THE

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Land RECORDS HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

LIBER 958 PAGE 405

LIBER 1 PAGE 518

9/26/74 Mailed to: Goodis,GreenField,Henry,Shaiman & Levin, Walnut St., Phil. Pa.

FIRST AMENDMENT
to
CERTIFICATE OF LIMITED PARTNERSHIP
of

CHURCHVILLE EQUITIES LIMTED PARTNERSHIP

A limited partnership having been formed, pursuant to the provisions of the Maryland Uniform Limited Partnership Act, Article 75 Annotated Code Of Maryland, §1, et. seq., by the filing of a Certificate of Limited Partnership with the Land Records of Harford County, Maryland, in Liber 902, Folio 885, on July 28, 1972, and the parties desiring to amend said Certificate of Limited Partnership, further, certify as follows:

I. The name of the Partnership is CHURCHVILLE EQUITIES LIMITED PARTNERSHIP.

II. The character of the business of the partnership is:

(a) To acquire for investment a tract of land containing 2.5264 acres, more or less, located near Churchville, Road, Hartford County, Maryland; described as shown on Exhibit A, and further, for investment purposes, to construct thereon various improvements.

(b) To own, operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of improvements thereon, the operation thereof, and the utilization and realization upon all or any part of such real estate, and all personal property related thereto.

III. The location of the principal place of business of the Partnership is 1900 York Road, Lutherville-Timonimum, Maryland.

IV. (a) The name and address of the General Partner is:

SEP 18-74 8 #27453 *****15.50

Commercial & Industrial Properties, Inc.
1900 York Road
Lutherville-Timonium, Maryland 21093

(b) The name and address of the Limited Partner is:

Residential Properties, Inc.
1900 York Road
Lutherville-Timonium, Maryland 21093

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LIBER 953 PAGE 608

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2022, unless sooner terminated by:

(a) The dispositon of all of the property, real and personal, owned by the partnership; or

(b) The General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election of 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partner contributed property (described in Exhibit A) having an agreed value of $60,000 to the capital of the Limited Partnership, which said capital contribution is now shown as set forth below being the capital commitment of the Limited Partner as now applying.

Limited Partner	Capital
Residential Properties, Inc.	$26,038.00

VII. Limited partners subsequently admitted, if any, shall make additional contributions to the capital of the Partnership in cash or in property in proportion to the Limited Partner's participation percentage as set forth in Item IX below and as may be agreed upon when they are admitted. Contributions in property may consist of such property as may be acceptable to the General Partners at a value to be determined by the General Partner.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital may be returned to the Partners in the form of net cash receipts distributed to them.

IX. The share of the profits or other compensation by way of income (participation percentage) of the Limited Partner shall be as follows:

Limited Partner	Participation Percentage
Residential Properties, Inc.	50%

Other Limited Partners, if any, shall have such partnership percentages as may be agreed upon by the General Partners at the time such limited partners are admitted.

X. The General Partner shall have the right to assign, encumber or otherwise dispose of its interest in the partnership subject to the required notice and the consent of the General Partner, as set forth in the agreement.

XI. The General Partner has the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners, if any, as to contributions or as to compensation by way of income.

XIII. The remaining General Partner, if any, may continue the business on the death, retirement, withdrawl, dissolution or insanity of a General Partner.

XIV. The Limited Partner, with the intent to be legally bound, irrevocably constitutes and appoints the General Partner of said Partnership his true and lawful attorney, in its name, place and stead, to make, execute, swear to, acknowledge and file:

(a) A Certificate of Limited Partnership under the laws of the State of Maryland;

(b) Any certificate or other instruments which may be required to be filed by the Partnership under the laws of any state, or which the General Partner shall deem it advisable to file:

(c) Any and all amendments or modifications of the instrument described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership.

It is expressly understood and intended by the undersigned that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of an assignment by the undersigned of the whole or any portion of the limited partnership interest of the undersigned.

GENERAL PARTNER:

COMMERCIAL AND INDUSTRIAL PROPERTIES, INC.

Attest:

Secretary

By: _____ Vice-President

(SEAL)

INCORPORATED 1968 MARYLAND

LIMITED PARTNER:

RESIDENTIAL PROPERTIES, INC.

Attest:

Secretary Treas.

By: _____ Vice-President

(SEAL)

RESIDENTIAL PROPERTIES, INC. CORPORATE SEAL 1973 MARYLAND

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE :

On the 6th day of September, 1974, before me, the undersigned officer, personally appeared George W. Johnson, who acknowledged himself to be the Vice-President of Commercial & Industrial Properties, Inc., a corporation, and that as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
Notary Public

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

STATE OF MARYLAND :
ss
COUNTY OF BALTIMORE :

On the 6th day of September, 1974, before me, the undersigned officer, personally appeared Randall C. White, who acknowledged himself to be the Vice-President of Residential Properties, Inc., a corporation, and that as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice-President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
Notary Public

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

RECEIVED FOR RECORD &
RECORDED IN LIBER AJC
NO 958 FOLIO 608
ONE OF THE
Sep 18 11 41 AM '74
RECORDS HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

10/4/74 Mailed to: Developers Gen. Inc., York Rd., Timonium, Md.

SEP 25-74 B 28124 *****23.50

FOURTH AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP OF

CAMPUS HILLS EQUITIES LIMITED PARTNERSHIP

A limited partnership having been formed pursuant to the provisions of the Act of April 10, 1918, known as The Uniform Limited Partnership Act by the filing of a Certificate of Limited Partnership with the Land Records of Harford County, Maryland, in Liber HDC 869, Folio 436, and amended by the filing of First, Second, and Third Amended Certificates in Liber HDC 888, Folio 1018, Liber HDC 895, Folio 643 and Liber HDC 928, Folio 393, respectively, and the parites desiring to amend said Certificate of Limited Partnership, further, hereby certify as follows:

I. The name of the Partnership is Campus Hills Equities Limited Partnership.

II. The character of the business of the partnership is to acquire by purchase, lease or otherwise, in its own name or in the name of a nominee a certain tract of land located on the northerly side of Churchville Road (Maryland Route No. 22), in the Third Election District, Harford County, Maryland as well as the Campus Hills Shopping Center located thereon (hereinafter sometimes referred to as "premises"), to own, to operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such improvements, the ownership, operation and eventual disposition of all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the partnership is:

1900 York Road
Lutherville-Timonium, Maryland 21093

IV. (a) The name and address of the General Partner is:

COMMERICAL & INDUSTRIAL PROPERTIES, INC.
1900 York Road
Lutherville-Timonium, Maryland 21093

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53446.03-A-1; LJL; 5/25/73

(b) The names and addresses of the Limited Partners are:

John P. Spain
327 Southwind Road
Ruxton, Maryland 21204

W. Thomas Gisriel
204 North Liverty Street
Baltimore, Maryland 21201

Burton Solomon
6301 Winston Drive
Bethesda, Maryland 20034

Lloyd S. Mailman
1322 Harden Lane
Baltimore, Maryland 21208

Stanley Spoont
220 Welsh Terrace
Merion Station, Pennsylvania 19066

William F. Buettner (now deceased) and Mary S., tenants by the entireties,
Wagon Wheel Road
Glen Arm, Maryland 21057

Jacob Blum
7 Slade Avenue, Apt. 619
Baltimore, Maryland 20208

Nelson S. Winter and Janet C., tenants by the entireties,
8205 Elston Road
Towson, Maryland 21204

Commercial & Industrial Properties, Inc.
1900 York Road
Lutherville-Timonium, Md. 21093

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2012, unless sooner terminated by:

(a) The disposition of all the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The filing for record in the office of the Recorder of Deeds of Third Election District, Harford County, Maryland, of a copy of written notice by all the General Partners to the Limited Partners at least sixty (60) days prior to the end of any year of intention to withdraw and terminate the Partnership at the end of such year.

VI. Each individual Limited Partner originally contributed $25,000.00 in cash to the capital of the Partnership for each 6.25% of participation percentage allocated to such Limited Partner. Commercial & Industrial Properties, Inc. as a Limited Partner has contributed property having an agreed value of $25,000.00 to the capital of the Partnership. The capital of

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the partnership is now restated for all partners as set forth below, said capital now being the sole obligation for capital of the partners:

* Spain, John P.	
* Gisriel, W. Thomas	8,576.00
* Solomon, Burton	9,677.00
* Blum, Jacob	9,846.00
* Mailman, Lloyd S.	7,486.00
* Winter, Nelson S. & Janet C.	14,433.00
* Buettner, Mary S.	11,669.00
* Spoont, Stanley	30,376.00
Commercial & Industrial Prop. - Gen.	1,001.00
	30,070.00

* As Limited Partners

VII. No Limited Partner has agreed to make any additional contributions to the capital of the Partnership.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner.

IX. The share of profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

John P. Spain - 6.25%
W. Thomas Gisriel - 6.25%
Burton Solomon - 6.25%
Lloyd S. Mailman - 12.5%
Stanley Spoont - 6.25%
William F. Buettner (now deceased)
and Mary S., tenants by the entireties - 25%
Jacob Blum - 6.25%
Nelson S. Winter and Janet C.,
tenants by the entireties - 6.25%

X. A Limited Partner may substitute an assignee as contributor in his place, provided that such assignee is either the spouse, parent or lineal descendant, or trust for the exclusive benefit of any one or more persons so related to the assignor.

XI. The General Partner has the right to admit additional Limited Partners.

XII. No Limited Partner is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

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LIBER [redacted] PAGE 526 [redacted]

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution.

ATTEST:

Randall C. White
Secretary

GENERAL & LIMITED PARTNER:

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By: George W. White
President

LIMITED PARTNERS:

John P. Spain
W. Thomas Gisriel
Burton Solomon
Lloyd S. Mailman
William F. Buettner (now deceased)
and Mary A., tenants by the entireties
Jacob Blum
Nelson S. Winter and Janet C., tenants by the entireties
Stanley Spoont

BY COMMERCIAL & INDUSTRIAL PROPERTIES, INC., ATTORNEY IN FACT UNDER POWERS OF ATTORNEY EXECUTED BY EACH OF THE FOREGOING LIMITED PARTNERS, COPIES OF WHICH POWERS OF ATTORNEY HAVE BEEN HERETOFORE DULY RECORDED

BY: George W. White
President

ATTEST:

Randall C. White
Secretary

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STATE OF Maryland
COUNTY OF Baltimore :SS

On the 6th day of September, 1974, before me, the undersigned officer, personally appeared George W. White, Jr. who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

STATE OF Maryland
COUNTY OF Baltimore :SS

On the 6th day of September, 1974, before me, the undersigned officer, personally appeared George W. White, Jr. who acknowledged himself to be the President of Commercial & Industrial Properties, Inc., a corporation, and that he as such officer, being authorized to do so, and as attorney for the Limited Partners named in the within Amendment No. 4 to the Certificate of Limited Partnership, pursuant to Powers of Attorney previously recorded, executed such instrument for and on behalf of such Limited Partners pursuant to authority contained in said Powers of Attorney.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

RECEIVED FOR RECORD AND RECORDED IN LIBER NEC NO. 958 FOLIO 1024 ONE OF THE

SEP 25 11 29 AM '74

Land RECORDS BEFORE CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT, CLERK

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LIBER S58 PAGE 1028

JOINT VENTURE AGREEMENT

THIS AGREEMENT, Made this 10th day of October, 1973, by and between BERNARD H. SCHWARTZ and LOUIS M. SCHWARTZ, hereinafter called "Venturers".

WITNESS THAT WHEREAS the Venturers hereby associate themselves, each with the other, for the purpose of investing in property in Harford County, State of Maryland, said property being mentioned and described in "Schedule B" which is attached to and is made a part of this Agreement;

AND WHEREAS the Venturers desire to operate this Joint Venture under the name of BERLOU JOINT VENTURE and desire to reduce the terms of their understanding to writing,

NOW, THEREFORE, in consideration of the sum of one ($1.00) dollar by each Venturer paid to the other, receipt whereof hereby is acknowledged, and in further consideration of the terms, conditions and agreements hereinafter expressed, the parties hereto for themselves, their respective heirs, personal representatives and assigns, agree - each with the other - as follows:

A - PRINCIPAL OFFICE. The principal office and place of business of the Joint Venture shall be Gerst Road, Perry Hall, Maryland, 21128. The Joint Venture may change such office or have additional offices as the Venturers shall deem advisable.

B - TERM OF VENTURE.

1. The term of the Venture shall continue until the date upon which the first mortgage mentioned in said "Schedule B" shall have been paid in full, and thereafter from year to year or

until terminated: a) by the sale of the property; b) by the mutual consent of the parties; or c) pursuant to the terms and conditions delineated in Section L of this Agreement. On or after April 1st, 1974, either Joint Venturer, upon giving ninety (90) days' notice in writing of such desire to the other Joint Venturer, shall be entitled to the return of his capital account, provided that the assets of the Joint Venture - when such notice is given - are then sufficient to cover all its liabilities, including liabilities to both Joint Venturers on all of their capital accounts.

2. The capital account of a Joint Venturer, as of any date on which an accounting is required, hereby is defined to mean the value of his contributions to the capital of the Joint Venture, not including other loans made by him to the Venture, properly adjusted to reflect:

a) his distributive share of the Joint Venture profits and losses -including, if said date is not the close of a Joint Venture fiscal year - his distributive share of the Joint Venture profits and losses for the period from the close of the last such fiscal year to the end of the month next preceding such date; and

b) distributions by the Joint Venture to him - including, if said date is not the close of a Joint Venture fiscal year - distributions by the Joint Venture to him from the close of the last fiscal year to said date.

C - TITLE TO REAL PROPERTY.

1. The Venturers hereby are authorized to arrange for the taking and holding of legal title to the real property of the

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partnership in the name of the Joint Venture or in whatever manner they should deem to be in the best interest of the partnership. Without limiting the foregoing grant of authority, the Venturers or either of them may themselves take title as Joint Tenants, or as Tenants in Partnership, for the benefit of the Venture or as holders of the beneficial title for the Venture, or they may arrange to have title taken and held by a trustee or trustees to be selected by them.

2. In the event that title is taken and held in trust, the trustee or trustees shall have the power and authority - but only when specifically directed in writing by the Venturers:

a) to lease, sell, mortgage, convey, refinance or dedicate such property or any part thereof;

b) to borrow money in their capacity as Trustees;

c) to secure the same by mortgage or deed of trust upon such property;

d) to renew or to extend any and all such loans; and

e) to convey such property in fee simple by deed, mortgage, deed of trust or otherwise, without any liability on the part of any purchaser, lender or title company handling the transaction to see to the proper application of the purchase money or money loaned.

3. In no event shall any purchaser, lender or title company be required to ascertain whether the Venturers in fact have been duly authorized, regardless of whether title is held by the Venturers or by Trustees, or to ascertain whether the Trustees have received proper written directions and satisfied themselves

that the Venturers were duly authorized to give such directions. The failure of the Venturers to obtain such authorization, or the failure of the Trustees to determine that the Venturers have been duly authorized, shall not affect in any manner the validity of any sale, conveyance, mortgage, deed or trust, lease, loan, extension, renewal or dedication made by the Venturers or by the Trustees, as the case may be.

4. If title is taken and held by Trustees, such Trustees shall act only in their capacity as Trustees - and not as individuals - with respect to any sale, lease, mortgage, deed of trust, loan, dedication or other action concerning such property. The Trustees shall distribute to the Venturers, for the use of the partnership, the net proceeds of any such transaction after the payment of existing liens, encumbrances and other charges and expenses of the transaction.

5. The Venturers hereby are authorized to provide for and to agree upon such terms as they may deem to be in the best interest of the partnership when they make any agreement with Trustees concerning the property.

D - CONTRIBUTION AND INCOME INTEREST.

1. Each Venturer shall contribute to the Venture (in cash, unless otherwise specifically stated in"Schedule A" that is attached to and made a part of this Agreement), the amount set forth opposite his name under Column 1 in said Schedule. Each such contribution shall be treated as a loan to the Venture and shall be evidenced by a Promissory Note from the Venture.

2. These loans shall be repaid - out of net distribut-

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able cash - to the Venturers making such cash contributions before any distribution of net distributable cash is made to all the Venturers on the basis of the percentage of ownership in the profits and losses of the Venture set forth under Column 3 of said "Schedule A".

E - ADDITIONAL CONTRIBUTIONS.

1. Each Venturer shall be obligated, upon the call of the Managing Venturer, to make additional contributions to the Venture at such times and in such amounts as the Managing Venturer may determine, but in no event, in a total amount greater than the amount determined by the percentage set opposite each Venturer's name under Column 2 of "Schedule A". The additional contribution, as called for by the Managing Venturer, shall be contributed by each Venturer in proportion at the date of call that his total obligation for additional contribution bears to the total obligation of all Venturers for additional contributions.

2. It is the main purpose of such additional contributions to enable the Venture to make payment upon the principal of any mortgage or indebtedness which encumbers or is due on the land or buildings held by the Venture. Therefore, in addition to their obligations for additional contributions as set forth under Column 2 of "Schedule A", each Venturer shall be obligated, upon the call of the Managing Venturer, to contribute his pro rata share of the payment of any interest due under said mortgages or other debts.

3. All such additional contributions shall be deemed to be loans to the Venture. They shall be evidenced by Promissory

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Notes from the Venture, and shall be repaid in the manner hereinbefore specified.

4. Should any Venturer fail to pay his share of additional contributions within thirty (30) days of his having received written notice therefore, then his share may be paid by the other Venturer. In such case, the Venturer paying such additional contribution shall be entitled to a proportionate increase in his percentage of the profits to be distributed. A Venturer who fails to meet calls for additional contributions will sustain a proportionate decrease in his percentage of profits to be distributed.

F - PROFIT AND LOSSES.

1. The initial cash loan to the Venture and interest of the Venturers in the Venture and in its profits and losses shall be as set forth under said"Schedule A".

2. For the purposes of Sections 702 and 704 of the Internal Revenue Code of 1954, or the corresponding sections of any future Federal Internal Revenue law, or any similar tax law of any State, the determination of each Venturer's distributive share of all partnership items of income, gain, loss, deduction or credit for any period or year shall be made in proportion to the fraction allocable to such Venturer pursuant to the terms of Sections D and E of this Agreement. Such fraction shall represent the "Venturer Interest" of such Venturer for all purposes of this Agreement.

3. Notwithstanding any provisions in this Agreement to the contrary, upon the sale of all or part of the property owned by the Venture, pursuant to the provisions of this Agreement, the

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determination of each Venturer's distributive share of the taxable gain, if any, from such sale shall be computed as follows:

a) there shall be allocated to each Venturer any gain not in excess of the difference between (i) the Federal income tax basis to the Venturer of the property, monies or contract contributed by him to the Venture (said basis to be determined immediately after the contribution of the monies, property or contract to the Venture); and (ii) the fair market value of such property or contract at the time that he made his contribution.

4. Any additional gain or loss shall be charged between the Venturers according to their respective fractions of venture interest.

5. For purposes of this Agreement, the capital account of a Venturer, as of any date, hereby is defined to mean his contribution in kind (such contribution in kind to be credited to the capital account at its fair market value at the time of contribution), plus any additional cash contribution to the capital of the Venture, , property adjusted to reflect:

a) his distributive share of the Venture 's profits or losses (including, if said date is not the close of the Venture's fiscal year, his distribute share of such Venture's profits or losses for the period from the close of the last fiscal year to said date); and

b) distributions by the Venture to him (including, if said date is not the close of the Venture's fiscal year, distributions by the Venture to him from the close of the last such fiscal year to said date).

G - NET DISTRIBUTABLE CASH.

1. For the purpose of this Agreement, "Net Distributable cash" shall mean:

a) the Venture's taxable income for Federal income tax purposes, increased by (i) the amount of depreciation deductions taken in computing such net taxable income plus (ii) any non-taxable income received by the Venture, and reduced (iii) by payments upon the principal of any mortgage or deed of trust upon the Venture's property or upon the principal of any other loans of the Venture and (iv) by such reserve for replacements, repairs, anticipated expenses or other charges as the Venturers shall deem to be reasonably appropriate to the efficient conduct of the Venture; plus

b) cash net proceeds from the sale of any part (but not all or substantially all) of the property owned by the Venture; plus

c) any excess funds resulting from the refinancing of any mortgages or deeds of trust on the Venture's property or the encumbrancing of such property in any manner; plus

d) any other funds that the Venturers may deem to be available for distribution.

2. In determining net distributable cash, any negative balance in any category described in sub-section 1 of this Section G shall be netted against the positive balances in the other such categories.

3. No distribution of profit - in cash or otherwise - shall be made until such time as any outstanding "secondary finan-

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cing" shall have been paid in full. The term "secondary financing" means any loans -secured or unsecured and other than the mortgage mentioned in said "Schedule B" - made by the Venturers to further the purposes of this Venture.

H - MANAGEMENT.

1. The undersigned Joint Venturers hereby appoint BERNARD H. SCHWARTZ the Manager of this Joint Venture and mutually agree that said Manager shall perform or cause to be performed all acts and to execute all instruments on behalf of the Joint Venture.

2. It is agreed by and among all parties hereto that said Manager shall pay from the initial cash loans to the Venture all settlement fees, loan placements fees and other fees incidental to the settlement of title, including any taxes and insurance due and owing at the time of settlement.

3. Any income from the said property shall inure to the benefit of the entire Joint Venture.

4. Upon the death, resignation or inability of the Manager to serve, if the other Venturer elects to continue the Venture - as hereinafter provided - he shall appoint a new Manager at a meeting called for that purpose in accordance with the terms of this Agreement.

I - BANK ACCOUNTS. All monies of the Joint Venture shall be held in such bank account or accounts as may be required under the names of members of the Joint Venture.

J - BOOKS OF ACCOUNT.

1. There shall be kept at the Venture's principal office and at any other place so designated by the Venturers, per-

fect, just and true books of account in which shall be entered fully and accurately each and every transaction of the Venture.

2. Each Venturer - at all reasonable times, during business hours - shall have access to these records.

3. The books shall be kept on the basis of the cash receipts and disbursements method or the accrual method, as the Venturers may determine, and for an accounting period consisting of the calendar year. Each Venturer shall be entitled to a copy of all tax returns and/or audit reports.

5. Either Venturer shall be entitled to have the books and records of the Venture audited, at his expense, by a certified public accountant, and also may have the books and records of the Venture inspected by his attorney. The Venturer desiring such an audit, or inspection by an attorney, shall give written notice of his wish to the Managing Venturer. The Managing Venturer, not later than five (5) days from the date of such notice shall make all books and records of the Venture available to the certified pulbic accountant and/or attorney named in said notice.

K - PROVISIONS GOVERNING SALE OR DISPOSITION OF SHARES IN THE JOINT VENTURE.

1. Each of the Venturers agrees that he will not pledge, encumber, mortgage or hypothecate the whole or any part of his interest in the Joint Venture (except to any party already an owner of an interest therein), without the prior written consent of the other Venturer.

2. Neither Venturer shall sell, assign, transfer or in any other way dispose of his interest in the Joint Venture, nor

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shall such interest be transferable, except in accordance with the following procedures:

a) In the event that either Venturer receives a bona fide offer for his interest in the Joint Venture (hereinafter referred to sometimes as the outside offer) which he is willing to accept, he shall notify the other Venturer thereof in writing promptly thereafter.

b) The other Venturer shall then have thirty (30) days from the time of the sending of such notice in which to elect to purchase the offering Venturer's interest in the Joint Venture at a price proportionately equal to and upon the same terms as those contained in the outside offer.

c) In the event the offering Venturer does not receive an election to purchase his entire interest within the aforesaid period of time, then the offering Venturer shall be at liberty, within a period of three (3) months from the last date upon which the other Venturer could have elected to purchase such interest of the offering Venturer as hereinbefore provided, to consummate the sale to the outsider at a price and upon terms not more advantageous to the outsider than the price and terms stated in the original offer made by such outside offerer and submitted to the other Venturer.

d) In the event, however, that such sale to the outsider is not consummated within such period of three (3) months, then any subsequent sale to any outsider shall also be subject to all the requirements of this paragraph.

e) In the event that the Venturer to whom such offer

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LIBER 1 PAGE 539

of sale is made shall elect to purchase all of the offering Venturer's interest, then the settlement on such sale shall occur sixty (60) days after the sending of notice of such election to purchase the interest of the offering Venturer, and the payment of the purchase price shall be made in accordance with the terms and conditions of such outside offer.

3. Every offer between Venturers in accordance with this Section shall be in writing, shall contain an offer to sell to the offeree at a price proportionately equal to the price and upon the same terms and conditions as the outside offer received by the offering Venturer, and shall be accompanied by a copy of such outside offer. Such outside offer, in order to be deemed to be a bona fide offer within the meaning of this paragraph, must be in writing, signed by the outside offeror and must be accompanied by a certified check equal to at least five percent (5%) of the proposed purchase price.

4. Notwithstanding any of the provisions contained herein, no transfer of any interest of any owner in the Joint Venture pursuant to the provisions of paragraph (b) (i) of this paragraph, shall be valid or effective unless the transferee shall agree in writing to be bound by all of the provisions of this Agreement.

5. Nothing herein contained shall be interpreted as imposing any restriction upon the transfer inter vivos or by descent or by will of a Venturer's interest in this Joint Venture to any member of the Venturer's immediate family;provided, however, that any transferee of such an interest or portion thereof or any beneficiary of such an interest shall, in turn, be bound by all

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the terms, conditions and provisions of this Agreement. For the purposes of this Agreement, the term "member of his immediate family" of any Venturer shall be deemed to be the mother, father, spouse, child or grandchild of any Venturer.

L - DISSOLUTION OF JOINT VENTURE.

1. The Joint Venture shall be dissolved upon the occurrence of any of the following events:

a) the withdrawal, the death, the adjudication of insanity, or bankruptcy of any Venturer, unless the remaining Venturer elects to continue the Joint Venture and the Joint Venture business (and in the event that the surviving Venturer so elects, the Joint Venture shall not be dissolved); or

b) the sale of all or substantially all of the property owned by the Joint Venture.

2. Either Venturer shall have the right to retire at the end of any accounting year of the Joint Venture by giving written notice to the other Venturer, at least ninety (90) days prior to the end of that year, at his address as shown upon the books and records of the Joint Venture.

3. Upon the dissolution of the Joint Venture, both Venturers, or, if the dissolution is caused by retirement, death, insanity or bankruptcy of one Venturer, then the other Venturer, shall proceed with dispatch to sell or otherwise to liquidate the assets of the Joint Venture, and, after paying all liabilities to creditors of the Joint Venture, to distribute the proceeds in accordance with the provisions of Sections F, G, K and M of this Agreement.

4. The Joint Venture shall terminate when all property owned by the Joint Venture shall have been disposed of and the net proceeds after satisfaction of liabilities to the Joint Venture creditors, shall have been distributed between the Venturers.

M - CONTINUATION OF JOINT VENTURE AFTER ADJUDICATION OF BANKRUPTCY OR INSANITY, OR DEATH, OR RETIREMENT OF EITHER VENTURER.

1. Effect of Dissolution. Upon the dissolution of the Joint Venture by reason of the bankruptcy, incompetency, death or withdrawal of a Venturer, the remaining Venturer may elect to continue without interruption to the business heretofore carried on by this Joint Venture, and form a new Joint Venture. Such new Joint Venture, or the other Venturer, shall have the right to purchase the interest of the bankrupt, incompetent, deceased or withdrawn Venturer. If the right to purchase is not exercised by the Joint Venture, the other Venturer, or any other person to whom such Venturer consents shall exercise such right ratably.

2. The terms upon which such right shall be exercised are as follows:

a) Notice. If an election is made to exercise the right to purchase the interest of a withdrawing Venturer, the remaining Venturer (or the electing parties) shall serve notice in writing of such election upon him at his last known address as shown on the records of the Joint Venture within sixty (60) days after receipt of his notice of intention to withdraw. If an election is made to exercise the right to purchase the interest of a deceased, bankrupt or incompetent Venturer, notice of such election shall be served in writing by the remaining Venturer (or the elect-

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ing parties) upon the personal representative, trustee or guardian of such Venturer within sixty (60) days after receipt of notice as aforesaid of the death, bankruptcy or incompetency of such Venturer.

b) Amount of Purchase Price (incompetency, bankruptcy, death or withdrawal). The purchase price at which the incompetent, bankrupt, deceased or withdrawing Venturer's interest may be purchased shall be an amount equal to the value of such Venturer's interest in the Joint Venture as of the date of declaration of incompetence, date of adjudication as bankrupt, date of death or date of withdrawal.

c) The value of such an interest shall be the book value of all assets - other than real property and/or improvements thereon - shown upon the most recent federal income tax return required to have been filed; provided however, that an audit shall be made for the period beginning on the day and date immediately following the last day for which the income tax return aforesaid was required to have been filed and ending on the day and date as of which the valuation is required by the happening of any of the events herein enumerated.

d) To the book value determined as specified in sub-paragraph c of this Section shall be added the value of all real property and/or improvements thereon, which latter mentioned value shall be determined in the manner specified in sub-paragraph e) of this Section. The federal income tax return aforesaid, in accord with standard, accepted accounting practices, shall include - but not be limited to - the following items: (i) accounts payable, less discounts; (ii) accounts receivable, less discounts; (iii)

reasonable reserves for bad debts; (iv) the valuation of fixtures, furnishings and equipment at the depreciated value shown upon the books and records aforesaid; (v) supplies at cost or market value, whichever is the lower; (vi) all unpaid or accrued taxes shall be deducted as liabilities; and (vii) any and all other items that normally may be included to reflect a valuation of tangible or intangible personal property belonging to the Venture; provided, however, that goodwill shall not be a part of any consideration, but shall be specifically excluded in determining any such valuation.

e) The value of any real estate - and improvements thereon - owned by the Venture shall be determined by a committee of appraisers, each of whom shall be a member of the American Institute of Real Estate Appraisers, chosen as follows:

(i) One such appraiser shall represent the remaining Venturer.

(ii) A second appraiser shall represent the incompetent, bankrupt, deceased or withdrawing Venturer.

(iii) A third appraiser shall be chosen by the two appraisers above chosen.

(iv) Expenses of appraisers will be borne by the respective parties choosing the appraiser, except that the expenses of the third appraiser shall be borne one-half by the remaining Venturer and one-half by the withdrawing Venturer or by the guardian, trustee, personal representative of an incompetent, bankrupt or deceased Venturer.

f) The purchase price of the interest of an incompe-

LIBER 959 PAGE 56

LIBER 1 PAGE 544

tent, bankrupt, deceased or withdrawing Venturer, if the option to purchase is exercised as hereinbefore provided, shall be paid within one hundred twenty(120) days from the date that notice of the incompetency, bankruptcy, death or withdrawal of the Venturer shall have been given to the remaining Venturer as hereinbefore provided.

N - MISCELLANEOUS PROVISIONS.

1. This Venture shall be independent of any other business or commercial activity connected with either of the parties hereto. Nothing contained herein shall grant to any party any interest in any other party or business of any other party.

2. Each participant shall keep the other participant informed of his current address. Said addresses shall be kept on file at the office of the Venture. Any and all notices required under this Agreement shall be given by registered or certified mail to the last address furnished by the participants.

3. The Venture shall indemnify and save harmless any participant from any personal loss or damage incurred by him by reason of any act performed by him in good faith for or on behalf of the Venture in furtherence of its interests.

4. The parties hereto for themselves and their respective heirs and personal representatives agree to make, to execute and to deliver at any time any other instruments or writings to evidence and to manifest their intention.

5. This Agreement embodies the full understanding of the parties hereto. This Agreement may not be changed or terminated orally. All modifications and/or amendments to this Agreement sahll be in writing and signed by all the parties hereto, or they shall be of no force and effect.

6. This Agreement shall be governed in all respects by the applicable laws of the State of Maryland.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives and assigns.

8. This Agreement may be executed in several counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement and initialed the amounts set forth opposite their names on said "Schedule A".

Witness _____ BERNARD H. SCHWARTZ (SEAL)

Witness _____ LOUIS M. SCHWARTZ (SEAL)

"SCHEDULE A"

	Initial Capital Contribution Column 1	Obligation for Additional Capital Contributions Column 2	Profit and Loss Interest Column 3
Bernard H. Schwartz	$ 10,000.00	50%	50%
Louis M. Schwartz	10,000.00	50%	50%

SEP 26-74 8 #28254 ****52.00

RECEIVED FOR RECORD &
RECORD NUMBER
NO. BOOK
OFFICE OF THE
SEP 26 9 35 AM '74
RECORDS HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

LIBER 959 PAGE 59

CLERK
H. DOUGLAS CHILCOAT
COUNTY EXAMINER

LIBER 1 PAGE 547

"SCHEDULE B"

A tract of land situate, lying and being in the Fourth Election District of Harford County, State of Maryland, and containing 174.08 acres of land, more or less, as the same is more particularly described in a deed dated of even date with these presents and recorded or intended to be recorded immediately subsequent hereto, from Dorothy M. Schwartz, widow, to said Berlou Joint Venture.

Rec'd for record 9/26 1974 at 9:35 A.M.
Same day recorded & examined, per
H. Douglas Chilcoat, Clerk

LIBER 953 PAGE 60

LIBER 1 PAGE 548

SECOND AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

ABERDEEN CENTRE EQUITIES
LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership, pursuant to the provisions of the Maryland Uniform Limited Partnership Act, Article 75 Annotated Code of Maryland, §1, et. seq., certify as follows:

The Certificate of Limited Partnership was duly recorded on March 7, 1972, in Harford County in Liber HDC 892, Folio 787, and amended by a First Amendment recorded on April 5, 1973, in Harford County in Liber HDC 922, Folio 943.

The Parties, desiring to further amend the Certificate of Limited Partnership, hereby certify as follows:

I. The name of the Partnership is ABERDEEN CENTRE EQUITIES Limited Partnership.

II. The character of the business of the partnership is:

(a) To acquire for investment a tract of land containing fourteen (14) acres, more or less located in Aberdeen, Harford County, Maryland; described as shown on Exhibit A, and further, for investment purposes, to construct thereon various improvements.

(b) To own, operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such

improvements, the ownership and the operation thereof, and the utilization and realization upon all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the Partnership is 1900 York Road, Lutherville-Timonium, Maryland.

IV. (a) The name and address of the General Partners are:

George W. White, Jr.
Box 254, Northcliff Road
Glenarm, Maryland 21057

Randall C. White
Double Meadows
Harford Creamery Road
White Hall, Maryland 21161

George W. Johnson
4416 Manor Road
Phoenix, Maryland 21137

(b) The names and addresses of the Limited Partners are:

George W. White, Jr.
Box 254, Northcliff Road
Glenarm, Maryland 21057

Randall C. White
Double Meadows
Harford Creamery Road
White Hall, Maryland 21161

George W. Johnson and Hazel M. Johnson,
as Tenants by the Entireties
4416 Manor Road
Phoenix, Maryland 21137

Commercial & Industrial Properties, Inc.
1900 York Road
Lutherville-Timonium, Maryland 21093

Aberdeen Investors
c/o Donald J. Resnick
Suite 525
One Decker Square
Bala Cynwyd, Pennsylvania 19004

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2023, unless sooner terminated by:

(a) The disposition of all of the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election by 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partners originally contributed Two Hundred Thousand Eighty-Five Dollars ($200,085.00) to the capital of the Partnership, for the percentage participations as set forth in Article IX hereof. The said capital contributions are now restated as set forth below being the capital commitments of the Limited Partners as now applying.

Name	Restated Capital Contribution
George W. White, Jr.	$ 0.00
Randall C. White	$ 0.00
George W. Johnson and Hazell M. Johnson, as Tenants by the Entireties	$ 0.00
Commercial & Industrial Properties, Inc.	$ 0.00
Aberdeen Investors	$191,572.00

VII. Limited Partners subsequently admitted, if any, shall make additional contributions to the capital of the Partnership in cash or in property in proportion to each Limited Partner's participation percentage as set forth in Item IX below and as may be agreed upon when they are admitted. Contributions in property may consist of such property as may be acceptable to the General Partners at a value to be determined by the General Partner.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital

may be returned to the Partners in the form of net cash receipts distributed to them. Aberdeen Investors, as Special Limited Partner, has priority rights to net cash receipts.

IX. The share of the profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

George W. White, Jr.	-	28%
Randall C. White	-	14%
George W. Johnson and Hazel M. Johnson as Tenants by the Entireties	-	28%
Commercial & Industrial Properties, Inc.	-	5%
Aberdeen Investors	-	20%

Aberdeen Investors has a priority right to net cash receipts. Other Limited Partners, if any, shall have such partnership percentages as may be agreed upon by the General Partners at the time such limited partners are admitted.

X. Any partner shall have the right to assign, encumber, or otherwise dispose of his interest in the partnership subject to the required notice, the consent of the General Partners, the option of the partnership to purchase such interest, and the restrictions as to sale price and method of payment as set forth in the agreement.

XI. The General Partners have the right to admit additional Limited Partners.

XII. Aberdeen Investors, as Special Limited Partners, is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution, but a return of his contribution is not guaranteed.

XV. Each Limited Partner, with the intent to be legally bound, irrevocably constitutes and appoints the General Partners of said Partnership or any of them his true and lawful attorney, in his name, place and stead, to make, execute, swear to, acknowledge and file:

(a) A Certificate of Limited Partnership under the laws of the State of Maryland;

(b) Any certificate or other instruments which may be required to be filed by the Partnership under the laws of any state, or which the General Partners shall deem it advisable to file;

(c) Any and all amendments or modifications of the instruments described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership.

It is expressly understood and intended by the undersigned that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of

an assignment by the undersigned of the whole or any portion of the limited partnership interest of the undersigned.

GENERAL PARTNERS:

George W. White, Jr.

Randall C. White

George W. Johnson

OCT 18-74 8 52 558 ****36.50

LIMITED PARTNERS:

George W. White, Jr.

Randall C. White

George W. Johnson

and

Hazel M. Johnson, as
Tenants by the Entireties

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

Attest:

Secretary

By:
George W. White, Jr. President

ABERDEEN INVESTORS, a Pennsylvania Limited Partnership

Witness:

Mark Slotkin

By:
S. Laurence Shaiman General Partner

LIBER 1 PAGE 554

STATE OF MARYLAND :
COUNTY OF Baltimore : ss

On the 25th day of September, 1974, before me, the undersigned officer, personally appeared George W. White, Jr., known to me to be person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

STATE OF MARYLAND :
COUNTY OF Baltimore : ss

On the 25th day of September, 1974, before me, the undersigned officer, personally appeared Randall C. White, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

LIBER 960 PAGE 472

LIBER 1 PAGE 555

STATE OF MARYLAND :
COUNTY OF Baltimore ss

On the 25th day of September, 1974, before me, the undersigned officer, personally appeared George W. Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

STATE OF MARYLAND :
COUNTY OF Baltimore ss

On the 25th day of September, 1974, before me, the undersigned officer, personally appeared Hazel M. Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co.

My Commission Expires:
July 1, 1978

LIBER 960 PAGE 473

LIBER 1 PAGE 556

STATE OF MARYLAND :
ss
COUNTY OF Baltimore :

On the 25th day of September, 1974, before me, the undersigned officer, personally appeared George W. White, Jr., who acknowledged himself to be the President of COMMERCIAL & INDUSTRIAL PROPERTIES, INC., a Corporation, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL
NOTARY PUBLIC
Baltimore Co., Md.

My Commission Expires:
July 1, 1978

STATE OF PENNSYLVANIA :
ss
COUNTY OF Phila :

On the 25th day of September, 1974, before me, the undersigned general partner, personally appeared Laurence Sherman who acknowledged himself to be a General Partner of ABERDEEN INVESTORS, a Pennsylvania Limited Partnership, and that as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as general partner.

Elisabeth Duignan
Notary Public

ELISABETH DUIGNAN, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG 29, 1977
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
ELISABETH DUIGNAN

My Commission Expires:

LIBER 960 PAGE 474

LIBER 1 PAGE 557

ABERDEEN MALL

EXHIBIT A-1

FROM THE OFFICE O.
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MD. 21204

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970

Beginning at an iron pipe heretofore set in the Right-of-Way line on the northeast side of the state road leading from Aberdeen to Bel Air, known as Route 22, said pipe being at the end of 140.00 feet in the seventh, or South 71° 57' West 180 feet line of the tract of land conveyed by Frank Maxa, Jr. and John Maxa, Co-partners, trading as Frank Maxa & Company, to Ritz Enterprises, Inc., by deed dated March 16, 1953, and recorded among the Land Records of Harford County in Liber G.R.G. No. 390, folio 392, and running thence, binding on the northeast side of said Route 22 as the same is shown on State Roads Commission Plats Nos. 9692 and 9691, two courses,

(1) by a curve to the left, in a southeasterly direction, having a radius of 1392.39 feet for an arc distance of 446.78 feet, and subtended by a chord, whose bearing and distance is South 28° 06' 49" East 444.87 feet, thence,

(2) South 37° 18' 22" East 304.27 feet to a point in said right-of-way line of said Route 22 as shown on plat number 9691, thence leaving Route 22, and binding on the right-of-way line on the northwest side of Beards Hill Road, as shown on State Roads Commission plats Nos. 31431 and 30715,

(3) South 87° 57' 57" East 44.24 feet to a point in the northwest right-of-way line of Beards Hill Road as shown on State Roads Commission plat number 31431, thence still binding on said right-of-way line on the northwest

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970
-2-

side of Beards Hill Road.

(4) By a curve to the left, in a northerly direction, having a radius of 616.22 feet for an arc distance of 216.04 feet, and subtended by a chord, with bearing and distance of North 36° 18' 39" East 214.93 feet, thence still binding on said right-of-way line, as shown on the State Roads Commission plats 31431 and 30715,

(5) North 26° 16' 07" East 360.43 feet, thence

(6) North 8° 31' 26" East 52.50 feet, thence

(7) North 26° 16' 07" East 76.13 feet to a pipe now set, thence

(8) By a curve to the left, in a northerly direction, having a radius of 7562.44 feet for an arc distance of 292.89 feet, and subtended by a chord, with bearing and distance of North 25° 09' 33" East 292.87 feet to a pipe now set, thence

(9) North 11° 53' 36" East 77.81 feet to a pipe now set, thence

(10) North 24° 36' 23" West 6.29 feet to a pipe now set in the third, or North 67° 52' West 653.65 feet line of the aforesaid conveyance to Ritz Enterprises, Inc., and recorded in Liber G.R.G. No. 390, folio 392, thence leaving the right-of-way line of Beards Hill Road and binding on the original outlines of the whole tract as described in the aforementioned conveyance and on land of Godfrey L. Stancill,

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970
-3-

(11) North 67° 52' 00" West 642.25 feet to an iron pipe found at the end of said third line thence

(12) South 21° 54' 00" West 437.77 feet to an iron pipe found thence leaving the Stancill land, and binding on the lot of Grover L. Preston and wife, acquired from Michael Wolf and wife by deed dated April 30, 1962 and recorded among the aforementioned land records in Liber G.R.G. No. 592, folio 78,

(13) South 71° 57' 00" West 50.00 feet to an iron pipe found in a gravel driveway, thence leaving the Preston lot, and binding on the lot of John Nicholas acquired by deed from Percy K. Goss and wife, dated March 25, 1966 and recorded among the aforesaid land records in Liber G.R.G. No. 705, folio 309,

(14) South 18° 03' 00" East 110.00 feet to an iron pipe found thence

(15) South 71° 57' 00" West 139.67 feet to the beginning, containing 13.944 acres of land, more or less, as shown on a plat prepared by George William Stephens, Jr. and Associates, Inc., dated July 9, 1970.

Being all of that parcel of land which was conveyed by confirmatory deed between Ritz Enterprises, Inc. and Aberdeen Properties, Inc., by deed dated May 13, 1970 and recorded among the Land Records of Harford County, Maryland in Liber G.R.G. 844, Folio 215.

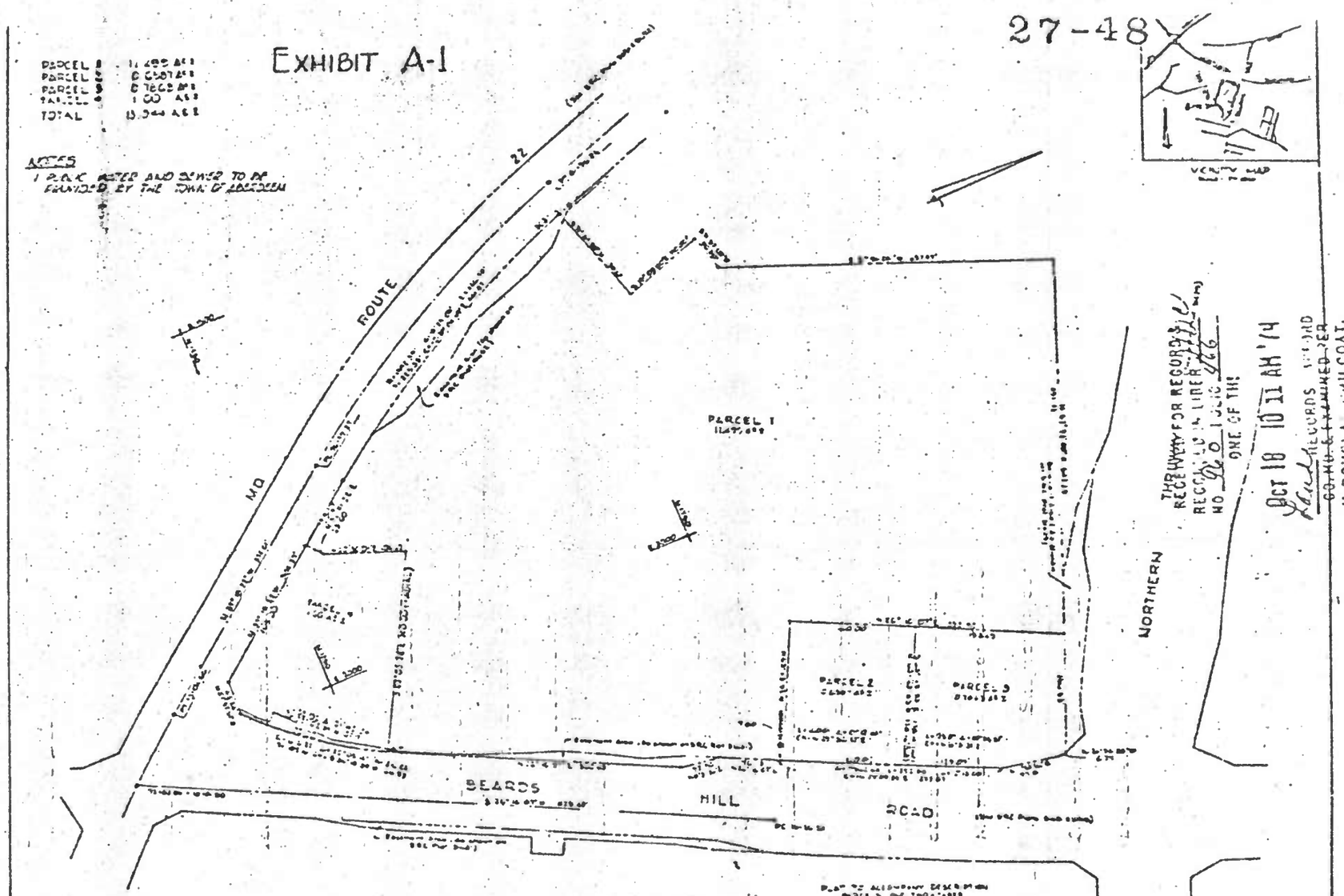
Subject to certain easements as shown on the following State Roads Commission of Maryland Right-of-Way Plats Nos. 9692, 9691, 31431, 30715, and 31429.

27-48

EXHIBIT A-1

PARCEL 1 [illegible]
PARCEL 2 [illegible]
PARCEL 3 [illegible]
PARCEL 4 [illegible]
TOTAL [illegible]

NOTES
1 PUBLIC WATER AND SEWER TO BE PROVIDED BY THE TOWN OF ABERDEEN



THE COMMISSIONERS OF ABERDEEN
GEORGE B. ADAMS JR.
PRESIDENT
THOMAS E. [illegible]

THE COMMISSIONERS OF ABERDEEN
PLANNING AND ZONING
ALLEN PHILLIPS
CHAIRMAN
HARFORD COUNTY
HEALTH OFFICER

PLAT TO ACCOMPANY DESCRIPTION
PARCELS AND EASEMENTS
PROPERTY OF
ABERDEEN MILL EQUITIES
LIMITED PARTNERSHIP
ABERDEEN MARYLAND

THRU WAY FOR RECORDS
RECEIVED IN LIBER [illegible]
NO 960 FOLIO 466
ONE OF THE
OCT 18 10 11 AM '74
RECORDS AFFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK
LIBER 1 PAGE 561

LIBER 960 PAGE 478

12/2/74 Del.to: Stephen A. Tarrant, Bel Air, Md.

NEW BRIDGE ROAD ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE

THIS LIMITED PARTNERSHIP AGREEMENT is entered into this 13 day of NOVEMBER, 1974, by and between Thomas A. Taylor, as general partner and the undersigned as limited partners.

1. Formation and Name of Limited Partnership.

The undersigned parties do hereby form a Limited Partnership under the name of "New Bridge Road Associates" pursuant to the Uniform Limited Partnership Act (Article 73 of the Annotated Code of Maryland, 1957).

2. Purpose of Partnership.

The purpose of the partnership shall consist of acquiring, owning and holding for appreciation in value, sub-division and/or development of approximately one hundred and sixteen acres of land (more or less) located two miles south of Pocomoke City on the south side of New Bridge Road in the 1st Election District of Worcester County, Maryland, said property known also as Helig Property.

3. Principal Place of Business and Office.

The principal place of business of the partnership shall be 501 Ponderosa Drive, Bel Air, Maryland, 21014, subject to change at the option of the general partner.

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NOV 20-74 8 #23835 ****463.50

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4. Term of Partnership.

The term of the partnership shall commence immediately after the execution of this Agreement by the general partner and the limited partners. It shall continue for seven (7) years from the date of the execution of this Agreement, and thereafter from year to year, unless terminated in accordance with the provisions hereinafter stated. Upon the expiration of the seven (7) year period as indicated above any limited partner, upon ninety (90) days written notice to all of the other partners, shall be entitled to the return of his contributions, properly adjusted to reflect his distributive share of partnership profits and losses and distributions by the partnership to him, provided the assets of the partnership are then sufficient to cover all of its liabilities, including liabilities to partners on account of their contributions as adjusted.

5. General Partners and Limited Partners.

The general partner shall be Thomas A. Taylor The limited partners shall be those persons indicated as such on "Exhibit A", attached hereto and made a part hereof.

6. Initial Capital Contribution and Partnership Interests.

A. Upon the Execution of this Agreement, the general partner shall assign and sell his contract rights to acquire the above real property mentioned in Article 2 to the Partnership. The partnership in consideration of said assignment shall then be indebted to the general partner for the difference between the pur-

chase price set forth in the assigned contract and the sum of Twenty-three Thousand Two Hundred Thirty-nine Dollars ($23,239) as well as 20% of partnership net profits as more fully described in paragraph 9A. The partnership shall also be indebted to the general partner in the amount of One Thousand Dollars ($1,000.00) to reimburse the general partner for the earnest money deposit paid with the execution of the sales contract. The debt due the general partner shall be paid the general partner from the contributions of all partners to the capital account of the partnership.

B. The limited partners shall own a 100% partnership interest. Upon the execution of this Agreement, each limited partner shall contribute to the capital of the partnership the amount of Three Thousand Nine Hundred and Fifty-seven Dollars ($3,957.00) for each 4.54% partnership interest. The Three Thousand Nine Hundred and Fifty-seven Dollars shall be paid by each limited partner by One Thousand Seven Hundred and Thirty-four Dollars ($1,734.00) in cash at the time of the formation of the limited partnership and Two Thousand One Hundred and Seventy-three Dollars ($2,173.00) in seven years (7). During the term of the partnership, the then percentage of partnership interest which an individual limited partner shall own will be that percentage of his cumulative capital contribution bears to the total capital contributions of all partners.

C. The general partner may also purchase limited partner shares.

7. <u>Expenses of Partnership - Contribution Required of Partners.</u>

A. By October 15th of each year each partner shall pay his share of the debt service, real estate taxes and miscellaneous

costs which will be payable by the partnership through October 15 of the subsequent year. For each 4.54% ownership this is estimated at One Hundred and Seventy-five Dollars ($175.00) for each complete year and is more fully set forth below:

(1) Real Estate Taxes - The present annual real estate taxes on the real property to be owned by the partnership are approximately Two Hundred and Eighteen Dollars ($218.00) per year. This amount or any future increased amount is part of the aforesaid obligation.

(2) Insurance - The general partner, in his discretion, may procure a policy of general liability insurance by limits which he deems advisable and the expense of same shall be part of the aforesaid obligation.

(3) Fee to General Partner - The general partner shall perform all accounting clerical and management functions (including the filing of partnership tax returns.) For the service the general partner shall be paid a fee of Three Hundred Dollars ($300.00) per year, and this amount is part of the aforesaid obligation. This amount includes the miscellaneous costs for accounting, repairs, clerical and postage expenses but does not include taxes, license fees, leasing commissions and legal fees.

(4) Purchase Money Mortgage - The real property to be acquired by this partnership will be encumbered by a purchase money mortgage to the seller in the approximate aggregate amount of Forty-seven Thousand Eight Hundred Dollars ($47,800.00) and will accrue interest at the rate of 7% per annum. Interest only payable yearly on the anniversary date of settlement of each year. Principal is payable at the rate of Two Thousand One Hundred and Seventy-three Dollars ($2,173.00) in the 7th year anniversary date of settlement.

(5) Formation and Closing Costs - In addition to the

aforementioned One Thousand Seven Hundred and Eighty-four Dollars ($1,784.00) initial cash contribution, each partner shall also pay in cash, at the time of the formation of the Limited Partnership, the sum of Four Hundred Eighty-four Dollars ($484.00) ($309.00 for estimated settlement expenses and $175.00 for the first year's contingency expense fund) for each 4.54% interest to cover closing fees at settlement; survey costs, legal fees and other costs incidental to the formation of this partnership. If such costs exceed this amount, the general partner will advance such excess and be reimbursed from the next yearly assessment the amount of the advance plus 7% interest computed on an annual rate. If all these funds are not needed for this purpose, the excess portion shall become an asset of the partnership.

(6) Interest on Advances from General Partner. - If the general partner is required to advance funds to the partnership, interest will accrue at the rate of 7% per year and is part of the aforesaid obligation.

B. A limited partner shall not be obligated to contribute additional monies in excess of the obligations herein set forth.

C. The general partner shall give each of the limited partners thirty (30) days written notice of the time when each of their annual contributions are due.

(8) Default.

A. Limited partners who do not contribute when due the sums of money as agreed to herein, shall be deemed to be in default and if said default is not cured within ten (10) days after receipt of notice forwarded by registered mail, the general partner

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shall begin to make a reasonable effort to locate a buyer for the interest owned by the defaulting partner. The defaulting partner will be notified of the best offer, and if he is not able to receive a better offer within thirty (30) days, the general partner will thereupon be authorized to sell the defaulting partner's interest for the then highest offer. The new limited partner will then become liable for the obligations set forth herein and any remaining funds will be paid back to the defaulting partner. If the selling price is not sufficient to cover the liability on the deed of trust, the general partner will undertake such liability, but will have restitution rights against the defaulting partner. The defaulting limited partner and the person becoming a substitute limited partner, as a result of Article 8 of this Agreement, shall become jointly and severly liable to pay to the partnership the sum of One Hundred Dollars ($100.00) to cover the costs and legal expenses of preparation, execution and recordation of an amendment to the certificate of limited partnership.

B. Any sums not paid when due by any partner will become liable to the partnership for an interest fee of 7% per annum of the amount not paid.

C. If a partner decides not to sell his interest after ten (10) days after default, he will be assessed a Ten per cent (10%) penalty on the amount due.

9. Partnership Profits and Losses.

A. The general partner, Thomas A. Taylor, shall receive Twenty (20) per cent of net partnership profits prior to any distribution of the remaining net profits to the limited partners.

B. All remaining partnership profits, and losses, if any, shall be shared by the limited partners pro-rata in accordance with the ratio which their then individual percentages of partnership interest bear to the total percentages of all partnership interest.

10. Assignment of Partner's Interest.

A. The general partner shall not have the right to assign his general partnership interest.

B. No limited partner, during his lifetime, shall have the right to assign his limited partnership interest, unless the general partner shall give his consent. The decision of the general partner with respect to such consent shall be final, conclusive, and binding upon all partners, but said consent shall not be unreasonably withheld. In the event of such consent and and assignment, the assignee shall become a substituted limited partner, and the general partner shall prepare an amendment to the certificate of limited partnership to be signed and sworn to by them, by each of the limited partners, by the assigning limited partner and by the assignee. Each of the limited partners does hereby appoint Thomas A. Taylor his true and lawful attorney-in-fact, for him and in his name and in his behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner. Each of the parties hereto does hereby further agree, whenever requested so to do, personally to sign and swear to any such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner. The general partner shall attend to the due execution and recording of the amendment. Unless ~~named in this Agreement,~~ or unless admitted to the partnership as herein provided, no person shall be considered a partner; and the partnership, each partner, and any other persons having business with the partnership need deal only with partners so named or so admitted. They shall not be required to deal with any other person by reason of an assignment or transfer by a partner, or ~~by reason of the death~~ of a partner, except as otherwise provided ~~in the Agreement.~~

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In the absence of the substitution fo a limited partner for an assigning or deceased limited partner any payment by the partnership to a person shown on the partnership records as a partner or to his executors or administrators shall acquit the partnership of all liability to any other person who may be interested in such payment by reason of an assignment by the partner or by reason of his death. The assigning partner and any person becoming a substitute limited partner, as a result of an assignment by a limited partner and by asking consent of general partner shall jointly pay to the partnership the sum of One Hundred Dollars ($100.00) to cover the costs and expenses of preparation, execution and recordation of an amendment to the certificate of limited partnership.

C. If one limited partner is substituted for another at any time other than the end of an accounting period of the partnership, the distributive shares of the various items of partnership income as computed for Federal Income Tax purpose shall be allocated between the outgoing partner and the incoming partner in the ratio of the number of days in the taxable year before and after the assignment.

D. In no event may a limited partnership interest be purchased by or assigned or transferred to or pledged or hypothecated with a person below the age of twenty-one (21) years (other than under a custodial arrangement pursuant to the Uniform Gifts to Minors Act of any State) or a person theretofore adjudged to be insane or incompetent.

11. <u>Death of Limited Partner.</u>

The death of a limited partner shall not dissolve the partnership. In such event the executors or administrators of the deceased limited partner shall, for the purposes of settling the estate, have all the rights of a limited partner, but may not become a substitute limited partner unless the general partner consents.

Said consent will not be unreasonably withheld. In addition, such executors or administrators shall have the same right (subject to the same limitations) as the decedent would have had under the provisions of Article 10 to assign the decedent's partnership interest, but the assignee shall not become a substituted limited partner unless the general partner consents. Said consent will not be unreasonably withheld..

12. Bankruptcy of a Partner.

If any partner shall take advantage of any bankruptcy or insolvency act, or if any insolvency petition shall be filed against any partner and a final adjudication of insolvency or bankruptcy entered thereon, or if any partner shall make an assignment for the benefit of his creditors, then, within ninety (90) days after any such adjudication or assignment, the general partner shall have the absolute option and right to purchase such partner's interest in the partnership at a price equal to his capital contributions, properly adjusted to reflect his distributive share of profits and losses and distributions by the partnership to him.

13. Sale of the Partnership Real Property.

Whenever the general partner shall deem it advisable to sell all or any part of the real property owned by the partnership, he shall have the unlimited right to do so without requesting or securing the approval of any of the limited partners. Such decision of the general partner in this regard shall be final and binding on all limited partners. The general partner will keep the limited partners advised of any and all sale of partnership real property.

[illegible]

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14. Dissolution of Partnership.

A. The partnership shall be dissolved upon the occurrence of any of the following events:

(i) If all of the partnership real property has not been sold by the termination of the limited partnership, seven (7) years after formation, the partnership shall be dissolved unless the general partner with the written consent of limited partners owning at least fifty-one percent (51%) of the limited partnership interests elect to continue the partnership.

(ii) The adjudication of insanity or bankruptcy or death of the general partner shall terminate this partnership; if the general partner is adjudged to be bankrupt, he shall forfeit any and all of his interests hereunder including the right to a return of his capital account or his right to a share of partnership profits or distributions.

(iii) Sale of all of the partnership real property.

(iv) Whenever the general partner and all of the limited partners shall determine in writing that the partnership shall be dissolved.

B. Upon the dissolution of the partnership

(i) the general partner or

(ii) any group of limited partners then owning at least fifty-one per cent (51%) of the total limited partnership interests, shall proceed with dispatch and without any unnecessary delay to sell or otherwise liquidate the assets of the partnership, and, after paying all liabilities to creditors of the partnership,

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to distribute the net proceeds amoung all of the partners in the same manner and priority as set forth in Article 9 above.

C. Notwithstanding any other provisions of this Agreement, if the dissolution of the partnership shall be caused by the bankruptcy of the general partner or the death or insanity of the general partner, the limited partners shall have the following rights to purchase all and only all of the partnership assets subject to all of its liabilities.

(i) The purchase price shall be equal to the total cash capital contributions made by all of the partners less the total cash distributions made to them.

(ii) If the dissolution be caused by the death or insanity of the general partner, representatives of the general partner shall have the same rights and privileges as the limited partners.

(iii) The purchasing group of limited partners shall give each of the other limited partners notice of their intention to purchase which notice shall include their respective names and addresses and designate one such purchasing limited partner as agent for service. Within fifteen days (15) after such notice; any other limited partner shall have the right to join such purchasing group by giving notice to the designated agent for service. Following the closing of the fifteen (15) day period, the purchasing group shall have sixty (60) days in which to settle the purchase. Each member of the purchasing group may participate in the proportion which his then percentage of limited partnership interest bears to the total percentage of limited partnership interests owned by the purchasing group.

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D. The partnership shall terminate when all property owned by the partnership shall have been disposed of and the net proceeds, after satisfaction of liabilities to the partnership creditors, shall have been distributed amoung the partners.

15. Title To Real Property.

The general partner is hereby authorized to arrange for the taking and holding of legal title to the real property of the partnership in the name of the partnership.

16. Management.

The ordinary management of the partnership shall be the responsibility of the general partner alone and no limited partner shall have or exercise any rights in connection with such management. The general partner shall devote to the management of the partnership so much of his time as may be reasonably necessary to efficient administration. The general partner shall not be paid any salary for serving as general partner but he will receive Three Hundred Dollars ($300.00) per year for accounting, tax return preparation and clerical services as per Article 7A (3).

17. Bank Accounts.

The funds of the partnership shall be deposited in such bank account or accounts as may be required, and the general partner shall arrange for the appropriate conduct of such accounts.

18. Books of Account.

There shall be kept at the partnership's office, perfect, just and true books of account in which shall be entered

fully and accurately each and every transaction of the partnership. Each partner shall at all reasonable times have access thereto. The books shall be kept on the basis of the cash receipts and disbursements method or the accrual method, as the general partner may determine, and for an accounting period consisting of the calendar year. The general partner shall annually furnish financial statements of the partnership to each of the limited partners by March 1st of the following year.

19. Filing of Certificate.

The general partner shall prepare a certificate and affidavits to be recorded in the office of the Clerk of the Circuit Court for Harford County, Maryland, shall see to the filing thereof for record, and shall do all other things requisite for the perfection of this partnership as a limited partnership pursuant to the laws of the State of Maryland.

20. Notices.

Each partner shall keep the general partner informed of his current address. The general partner shall have the addresses furnished by the partners on file at the partnership offices; and any and all notices required under the provisions of this Agreement which are mailed to a partner, at the last address given by him to the general partner, by registered or certified mail, return receipt requested, shall constitute the notice required under this Agreement.

21 Governing Law.

It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance

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with the applicable provisions of the law of Maryland.

22. Severability and Conflict.

If any term or provision or the Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be thereby effected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law or equity.

23. Agreement in Counterparts.

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the undersigned General Partner and Limited Partners have signed this Agreement under seal as of the day and year first above written.

Nancy P. de Laski
WITNESS

Thomas A. Taylor
Thomas A. Taylor, General Partner

LIMITED PARTNERS

Danna L. Brown (SEAL)

Dorothy M. Folterkolb (SEAL)
(2 Partnership Units)

Ronald M. Holewinski (SEAL)

William W. Proctor (SEAL)

Robert G. Gillery (SEAL)

Julia F. Davage (SEAL)

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Shirley Page (Seal) Paul M Johnson (SEAL)

Gordon Hebbener (SEAL) Olin P. Mayo (SEAL)

James V Stewart (SEAL) Adrian H Yates (SEAL)

Lois B. Woodson (SEAL) George E. Harrison (SEAL)

Spencer G. Dobson Jr. (SEAL) (SEAL)

Maurice W. Coleman Jr. (SEAL) (SEAL)

Robert Neil Hall (SEAL) (SEAL)

Judy Zuk (SEAL) (SEAL)

John Liberto (SEAL) (SEAL)

Mary L. Clark (SEAL) (SEAL)

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STATE OF MARYLAND

to wit:

I HEREBY CERTIFY that on this 10th day of November, 1974, before me, the Subscriber, a Notary Public of the State of Maryland in and for the _____, personally appeared Danna L. Brown, Ronald Holewinski, Albert B. Tillery, Dorothy M. Fochrkolb, William W. Proctor, Joseph L. Davage, Shirley Page, Gordon T. Hobbener, James V. Stewart, Lois B. Woodson, Spencer G. Dobson, Maurice W. Coleman, Robert Neil Hall, Judy Zuk, John Liberto, Mary L. Clark, Paul W. Johnson Olin P. Moyd, Adrian H. Yates, George E. Harrison

and says that the matters and facts stated herein are true and correct to the best of his/her knowldge, information and belief.

AS WITNESS my hand and notarial seal.

NANCY P. DELASKI NOTARY PUBLIC Baltimore County, Md.

Nancy P. de Laski
NOTARY PUBLIC

My commission expires July 1, 1978

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NEW BRIDGE ROAD LIMITED PARTNERS

Danna L. Brown
4809 Herring Run Drive
Baltimore, Maryland 21214

Maurice W. Coleman
1526 Kingsway Road
Baltimore, Maryland 21218

Ronald Holewinski
623 South Streeper
Baltimore, Maryland 21224

Robert Neil Hall
Box 133 A. Susquehanna Hall Road
Whiteford, Maryland 21160

Albert G. Tillery
221 Edgewood Street
Baltimore, Maryland 21229

Judy Zuk
5 Lisa Court
Baltimore, Maryland 21237

Dorothy H. Foehrkolb
319 Drew Street
Baltimore, Maryland 21224
(2 Partnership Units)

John Liberto
8413 Hallmark Circle
Baltimore, Maryland 21234

William W. Proctor
3519 Lynchester Road
Baltimore, Maryland 21215

Mary L. Clark
2213 Bryant Ave.
Baltimore, Maryland 21217

Joseph L. Davase
Rt. 2 Sheridan Rd
Crownsville, Maryland 21032

Paul H. Johnson
3701 Cedardale Road
Baltimore, Maryland 21215

Shirley Page
4100 Mathland Ave.
Baltimore, Maryland 21207

Olin E. Boyd
2404 Reisterstown Road
Baltimore, Maryland 21217

Gordon T. Hebbener
Trailer # 1
Odenton Trailer Park
Odenton, Maryland 21113

Adrian H. Yates
7542 Westfield Road
Baltimore, Maryland 21222

James V. Stewart
1200 Seminole Ave.
Baltimore, Maryland 21229

George E. Harrison
5710 Newholme Avenue
Baltimore, Maryland 21206

Lois B. Woodson
4406 The Alameda
Baltimore, Maryland 21236

Spencer C. Dobson
3604 Winterbourne Road
Baltimore, Maryland 21216

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H. DOUGLAS CHILCOAT.
CLERK

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12/2/74 Mailed to: Robert Cassilly, Broadway, Bel Air, Md.

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PARTNERSHIP AGREEMENT

THIS PARTNERSHIP AGREEMENT, made this 28th day of August, 1974, by and among the following:

✓ 1. ROBERT R. CASSILLY, JR.

✓ 2. RICHARD B. CASSILLY

✓ 3. PETER B. CASSILLY

NOV 20-74 A #23858 *****18.50

✓ 4. CATHERINE S. CRAHAN

✓ 5. VERA F. MORSE.

WHEREAS, a Partnership has heretofore been engaged in the ownership and management of real estate (hereinafter listed) under the name of "The Cassilly Company" pursuant to a Partnership Agreement dated November 1, 1953, the Partners of which were as follows:

1. ROBERT R. CASSILLY, JR.
2. RICHARD B. CASSILLY
3. PETER B. CASSILLY
4. CATHERINE S. CRAHAN
5. VERA F. MORSE
6. VERA S. CASSILLY;

and

WHEREAS, Peter B. Cassilly, a minor, was made a party to the Partnership pursuant to an order of the Orphan's Court of Harford County, Maryland, dated December 29, 1953; and

WHEREAS, Catherine S. Crahan withdrew as a Partner on November 5, 1957; and

WHEREAS, the Partnership continued to do business with the remaining Partners until the death of Vera S. Cassilly on April 8, 1973; and

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WHEREAS, the five (5) children of Vera S. Cassilly, all adults and sui juris, equal heirs under the Last Will and Testament of Vera S. Cassilly, desire to continue the Partnership.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Name. The parties agree to a continuation of the Partnership Agreement heretofore existing and known as "The Cassilly Company". The Partners agree that this Partnership shall succeed to and have all the assets and liabilities of the Partnership heretofore existing under Agreement of November 1, 1953.

2. Business. The principal business of the Partnership will be the ownership and management of the following real estate:

a) Lots seven, eight, nine, ten, fourteen and fifteen as shown on the Revised Plat of Belcamp Heights, Section "C" and recorded on Page 33 of Plat Book 25, and

b) The land bounded by the Kennedy Expressway and the Belcamp, Creswell and Philadelphia Roads and containing 69.2 acres.

All these parcels are in the First Election District of Harford County, Maryland, and are portions of the land conveyed to "The Cassilly Company" by deed dated December 24, 1953, and recorded on Page 363 of Liber 407. The Partnership may engage in such other business as may be approved by a majority of the Partners.

3. Capital. For the purposes of this Partnership, no capital shall be deemed to have been contributed.

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4. Profit and Loss. The net profits of the Partnership shall be divided and the net losses of the Partnership shall be borne in the following proportions:

1.	Robert R. Cassilly, Jr.	7/30
2.	Richard B. Cassilly	7/30
3.	Peter B. Cassilly	7/30
4.	Catherine S. Crahan	2/30
5.	Vera F. Morse	7/30.

5. Salaries & Drawings. There shall be no salaries paid to Partners, nor shall any Partner have any drawing account.

6. Management. The Partnership business shall be managed by Robert R. Cassilly, Jr., who shall report on all business transacted annually, unless an additional report is requested by any Partner, but, in any event, he shall not be required to report more often than quarter-annually. The Managing Partner shall be bound to perform those duties required of him by a majority of the Partners.

7. Restrictions on Partners. No Partner (including the Managing Partner) shall endorse any note, or act as an accommodation party, or otherwise become surety for any person, borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, bond or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Partnership. Contrariwise, any of the foregoing may be done with the consent and approval of a majority of the Partners. No Partner shall, except with the consent of the others, assign, mortgage or sell his or her share in the Partnership or in its capital assets or property, or enter into any agreement as a

result of which any person shall become interested with him in the Partnership, or which would make it impossible to carry on the ordinary business of the Partnership.

8. Banking. All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by Vera F. Morse. All withdrawals therefrom shall be made upon checks signed by her. The Books of the Partnership shall be maintained and retained by her. She shall render a report including receipts and disbursements annually, or when requested by a Partner, but shall not be required to report more often than quarter-annually. She shall be bound to perform those acts required of her by a majority of the Partners.

9. Retirement. Any Partner shall have the right to retire from the Partnership at any time but only upon thirty (30) days written notice to the other Partners. The retirement of any Partner shall have no effect upon the continuance of the business. The remaining Partners shall have the right either to purchase the retiring Partner's interest, pro rata, or to terminate and liquidate the business. If the remaining Partners, or any of them, elect to purchase the interest of the retiring Partner, they shall serve notice in writing of such election upon the retiring Partner within thirty (30) days after receipt of his notice of intention to retire. The purchase price to be paid shall be the book value of the interest of the retiring Partner or the value of the interest after liquidation, plus or minus profits or losses to date of notice of intention to buy, and shall be paid in cash within ninety (90) days after the date of the notice of intention to purchase.

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10. Death. Upon the death of any Partner, the surviving Partners shall have the right to purchase the interest of the decedent in the Partnership, or to terminate and liquidate the Partnership. If the surviving Partners elect to purchase the decedent's interest, they shall serve notice in writing of such election, within thirty (30) days after the death of the decedent, upon the executor or administrator of the decedent, or, if at the time of such election no legal representative has been appointed, upon any one of the known legal heirs of the decedent. If the surviving Partners do not elect to purchase the interest of the decedent in the Partnership, the surviving Managing Partner shall proceed with reasonable promptness to liquidate the business of the Partnership. The price, if the interest of the decedent is purchased, or the Partnership is liquidated, of the decedent's interest shall be that set forth in Paragraph 9.

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement.

Robert R. Cassilly, Jr.

Richard B. Cassilly

Peter B. Cassilly

Catherine S. Crahan

Vera F. Morse

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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT.
CLERK

LIBER 962 PAGE 422

12/5/74 Mailed to: Land Devel. Assco., Fort Meade Rd., Laurel, Md.

BYNUM RUN CENTER ASSOCIATES

AMENDMENT OF

CERTIFICATE OF LIMITED PARTNERSHIP

AND

NOV 25-74 B 24245 *****16.50

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into on this 19th day of November, 1974 by and among the undersigned parties.

WHEREAS, the parties hereto constitute all of the partners (both general partners and limited partners) of BYNUM RUN CENTER ASSOCIATES (the "Partnership"), under a limited partnership formed under the laws of the State of Maryland pursuant to a Limited Partnership Agreement (the "Agreement") and a Certificate of Limited Partnership (the "Certificate") of the Partnership dated on or about May 1, 1973; and

WHEREAS, the Certificate has been duly recorded among the Land Records of Harford County, Maryland in Book 929 at Page 744; and

WHEREAS, Kenneth H. Roberts, Thomas C. Munz, Donald G. Foery, and C. Dennis Webster are each limited partners in the Partnership and desire to amend Exhibit A of the Certificate of Limited Partnership to add their wives names to the ownership of their interests as limited partners in the Partnership.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. The Exhibit A to the Agreement and to the Certificate are each hereby amended to reflect the addition of Linda L. Roberts, Edith J. Munz, Lou-Ann D. Foery and Sally H. Webster as limited partners to the Partnership as follows:

(a) Delete from said Exhibit A:

LIMITED PARTNERS

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
Kenneth H. Roberts 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 28.94	28.94%
Thomas C. Munz 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 28.94	28.94%
Donald G. Foery 6811 Kenilworth Avenue Riverdale, Maryland 20840	$ 4.87	4.87%

C. Dennis Webster 660 Kenilworth Drive, Suite 217 Towson, Maryland 21204	$ 29.25	29.25%

(b) Add, in lieu of such deletion, on said Exhibit A:

LIMITED PARTNERS

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
Kenneth H. and Linda L. Roberts 3450 Fort Meade Road, Suite 206 Laurel, Maryland 20810	$ 28.94	28.94%
Thomas C. and Edith J. Munz 3450 Fort Meade Road, Suite 206 Laurel, Maryland 20810	$ 28.94	28.94%
Donald G. and Lou-Ann D. Foery 3450 Fort Meade Road, Suite 206 Laurel, Maryland 20810	$ 4.87	4.87%
C. Dennis and Sally H. Webster 608 Bosley Avenue Towson, Maryland 21204	$ 29.25	29.25%

2. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. and Linda L. Roberts, Thomas C. and Edith J. Munz, Donald G. and Lou-Ann D. Foery, and C. Dennis and Sally H. Webster have each affixed his hand and seal, and Kenneth H. Roberts, Thomas C. Munz, Donald G. Foery and C. Dennis Webster in their capacities as General Partners of the Partnership have caused this Amendment to be executed, all as of the date hereinabove set forth.

LIMITED PARTNERS

WITNESS:

Elizabeth A. Foster — Kenneth H. Roberts
Kenneth H. Roberts

Elizabeth A. Foster — Linda L. Roberts
Linda L. Roberts

Elizabeth A. Foster — Thomas C. Munz
Thomas C. Munz

Elizabeth A. Foster — Edith J. Munz
Edith J. Munz

Elizabeth A. Foster — Donald G. Foery
Donald G. Foery

Elizabeth A. Foster — Lou-Ann D. Foery
Lou-Ann D. Foery

LIMITED PARTNERS (Continued)

WITNESS:

Christie B. Lowman — C. Dennis Webster
C. Dennis Webster

Christie B. Lowman — Sally H. Webster
Sally H. Webster

GENERAL PARTNERS

WITNESS:

Elizabeth A. Foster — Kenneth H. Roberts
Kenneth H. Roberts

Elizabeth A. Foster — Thomas C. Munz
Thomas C. Munz

Elizabeth A. Foster — Donald G. Foery
Donald G. Foery

Christie B. Lowman — C. Dennis Webster
C. Dennis Webster

State of Maryland)
County of ~~Montgomery~~ PRINCE GEORGE'S) ss:

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts, Linda L. Roberts, Thomas C. Munz, Edith J. Munz, Donald G. Foery, Lou-Ann D. Foery, C. Dennis Webster and Sally H. Webster, who, being by me each first duly sworn, did each acknowledge that he executed the foregoing and annexed Instrument as his free act and deed for the uses and purposes therein contained, and did each further acknowledge that the facts relating to him set forth in said Instrument are true and correct.

WITNESS my hand and official seal this 19th day of November 1974.

(Seal)

Elizabeth A. Foster
Notary Public

My commission expires: 7-1-78

ELIZABETH A. FOSTER NOTARY PUBLIC PRINCE GEORGE'S COUNTY

Rec'd for Record Nov. 25, 1974
at 1:31 o'clock P M Same
day recorded in Liber H.D.C.
No. 962 Folio 714 one of the
Land Records of Harford
Co. Md. and examined per
H. DOUGLAS CHILCOAT, Clerk

SECOND AMENDED CERTIFICATE OF LIMITED PARTNERSHIP
OF
NICK-GEORGE LIMITED PARTNERSHIP

DEC 30-74 B 27024 *****22.50

THIS SECOND AMENDED CERTIFICATE, signed and sworn to this 30th day of December, 1974, by the undersigned persons:

WHEREAS, on the 10th day of February, 1971, Nicholas F. Leonetti, as General Partner, and Herbert L. Cohen, Martin Fedder, and Nick-George Corporation, as Limited Partners, executed a Certificate of Limited Partnership and a Limited Partnership Agreement, forming the Nick-George Limited Partnership under the laws of the State of Maryland, and the Certificate was duly recorded; and

WHEREAS, on the 17th day of May, 1971, the above mentioned persons entered into a First Amendment to Limited Partnership Agreement, which amended the Agreement and the Certificate of Limited Partnership by admitting as a Limited Partner, Ames-Ennis, Inc., and making certain other changes, and the First Amendment was duly recorded as an amended Certificate; and

WHEREAS, during the year 1971, an Agreement was entered into whereby Herbert L. Cohen transferred a portion of his Limited Partnership interest in the Partnership to his sister Florence Miller, and Nicholas Leonetti, Martin Fedder and Nick-George Corporation consented to said Agreement; and

WHEREAS, under the terms of the Limited Partnership Certificate, Ames-Ennis, Inc. was to withdraw as a Limited Partner within one year after the Final Endorsement of the mortgage note for Perrywood Gardens by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, because the holder of said mortgage note has assigned it to HUD, HUD will not be required to issue insurance on

the note and there will be no Final Endorsement; and

WHEREAS, it is deemed by all parties to this Agreement that Ames-Ennis, Inc. is no longer a Partner in the Nick-George Limited Partnership, but Ames-Ennis, Inc. will not formally resign therefrom, because of pending litigation between Ames-Ennis, Inc. and Nick-George Limited Partnership, having to do with matters other than the participation by Ames-Ennis, Inc. in Nick-George Limited Partnership; and

WHEREAS, Herbert L. Cohen, Florence Miller and Martin Fedder have as of this date transferred to Nick-George Corporation 50% of their Limited Partnership interest in the Partnership; and

WHEREAS, the parties hereto desire to execute and amend the Certificate of Limited Partnership for Nick-George Limited Partnership to reflect this transfer of partnership interest, and certain other matters in connection with the Partnership.

NOW, THEREFORE, in consideration of the above mentioned premises, the adequacy and receipt of which is hereby acknowledged, the parties hereby execute this Second Amended Certificate of Limited Partnership for the Nick-George Limited Partnership to read as follows:

1. The name of the Limited Partnership is the Nick-George Limited Partnership.

2. The character and purpose of the business of the Limited Partnership is to develop, construct, own, and operate a residential housing project in Perryman, Maryland, in accordance with Section 221 d(4) of the National Housing Act, as amended, and the rules and regulations of the Department of Housing and Urban Development promulgated thereunder.

3. The location of the principal place of business of the Partnership is at 210 Mayberry Drive, Aberdeen, Maryland 21001.

4. The General Partner of the Partnership is Nicholas P. Leonetti. Mr. Leonetti resides at 210 Mayberry Drive, Apt. 203, Aberdeen, Maryland 21001. The Limited Partners of the Partnership and their addresses are:

Herbert L. Cohen
Greenlea Drive
Baltimore, Maryland 21208

Martin Fedder
3423 Milford Mill Road
Baltimore, Maryland 21207

Florence Miller
2211 SouthRoad
Baltimore, Maryland 21209

Nick-George Corporation
210 Mayberry Drive
Aberdeen, Maryland 21001

5. The term of the partnership is from January 4, 1971 to December 31, 2020.

6. Each of the Limited Partners has contributed $25.00 to the Partnership. In addition, the Limited Partners have contributed certain pieces of property in the approximate amount of 17 acres.

7. The Limited Partners have not agreed to make any additional contributions beyond those mentioned above in paragraph 6.

8. No Partner may withdraw any portion of the capital of the Partnership, and no Partner, General or Limited, shall be entitled to the return of his contribution to the capital of the Partnership except on the dissolution of the Partnership.

9. The Limited Partners shall receive the following shares of the profits and losses resulting from the business of the

Partnership, except as profits and losses resulting from the sale or other disposition of the property of the Limited Partnership may be distributable differently under the terms of the Limited Partnership Agreement:

Herbert L. Cohen	37%
Martin Fedder	5%
Florence Miller	3%
Nick-George Corporation	45%

The Limited Partners shall share in distributions of cash resulting from the operations of the business of the Partnership in the following percentages:

Herbert L. Cohen	18.75%
Martin Fedder	4.5%
Florence Miller	1.5%
Nick-George Corporation	34.75%

10. No Limited Partner has the right to assign his Partnership interest without the express consent of the General Partner. Any incoming Partner shall as a condition of receiving an interest in the Partnership property agree to be bound by the HUD regulatory agreement, and related documents, to the same extent and on the same terms as the other Partners. Upon any dissolution, no title or right to possession and control of the project, and no right to collect rents therefrom, shall pass to any person who is not bound by the HUD regulatory agreement.

11. An assignee of the assigning Limited Partner may, as more fully set forth in paragraph 10 above, become a substitute Limited Partner. Otherwise, no right is reserved to admit any additional Limited Partners other than by unanimous agreement of all Partners.

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LIBER 590

12. No Limited Partner has priority over any other Limited Partner as to contributions or as to compensation by way of income.

13. Upon the death, retirement, or insanity of a General Partner, the remaining General Partner or Partners, if any, shall continue the business of the Limited Partnership.

14. No right is expressly given to the Limited Partners to demand and receive property other than cash in return for their contributions.

15. Except as hereby amended, and except for those sections of the First Amendment to Limited Partnership Agreement setting forth the rights and obligations of Ames-Ennis, Inc., which are hereby eliminated, the terms of the Agreement of Limited Partnership and the First Amendment to Limited Partnership Agreement setting forth the rights and obligations of Ames-Ennis, Inc., which are hereby eliminated, the terms of the Agreement of Limited Partnership and the First Amendment to Limited Partnership Agreement remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have hereunto affixed their signatures as of the day and year above written.

GENERAL PARTNER:

Nicholas F. Leonetti

LIMITED PARTNERS:

Herbert L. Cohen

Florence Miller

Martin Fedder

NICK-GEORGE CORPORATION

By

Nicholas F. Leonetti,
Vice-President

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CITY OF BALTIMORE

STATE OF MARYLAND

Before me, the undersigned Notary Public, in and for the State of Maryland, personally appeared Herbert L. Cohen, as Limited Partner of Nick-George Limited Partnership, and, being duly sworn, acknowledged the execution of the foregoing Second Amended Certificate of Limited Partnership.

Witness my hand and notarial seal this 31st day of December, 1974.

Notary Public

My Commission Expires:

July 1, 1977

CITY OF BALTIMORE

STATE OF MARYLAND

Before me, the undersigned Notary Public, in and for the State of Maryland, personally appeared Martin Fedder, as Limited Partner of Nick-George Limited Partnership, and, being duly sworn, acknowledged the execution of the foregoing Second Amended Certificate of Limited Partnership.

Witness my hand and notarial seal this 30th day of December, 1974.

Notary Public

My Commission Expires:

July 1, 1977

CITY OF BALTIMORE

STATE OF MARYLAND

Before me, the undersigned Notary Public, in and for the State of Maryland, personally appeared Florence Miller, as Limited Partner of Nick-George Limited Partnership, and, being duly sworn, acknowledged the execution of the foregoing Second Amended Certificate of Limited Partnership.

Witness my hand and notarial seal this 30th day of December, 1974.

Notary Public

My Commission expires

July 1, 1977

~~CITY OF BALTIMORE~~
COUNTY OF HARFORD
STATE OF MARYLAND

Before me, the undersigned Notary Public, in and for the State of Maryland, personally appeared Nicholas Leonetti, as General Partner of Nick-George Limited Partnership and as Vice-President of Nick-George Corporation, Limited Partner of Nick-George Limited Partnership, and, being duly sworn, acknowledged the execution of the foregoing Second Amended Certificate of Limited Partnership.

Witness my hand and notarial seal this 30th day of December, 1974.

RECEIVED FOR RECORD & RECORDED IN LIBER 964 NO 964 FOLIO 478 ONE OF THE

DEC 30 9 46 AM '74

Land RECORDS HARFORD CO. MD & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

Notary Public

My Commission Expires

7/1/78

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1/10/75 Mailed To: Developers General Corp., York Rd. Timonium, Md.

CERTIFICATE OF AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP

FALLSTON GENERAL HOSPITAL LIMITED PARTNERSHIP

DEC 30-74 B #27178 *****61.50

WE, THE UNDERSIGNED, being all of the partners of Fallston General Hospital Limited Partnership, desiring to amend the Certificate of Limited Partnership by this writing certify as follows and amend the Certificate of Limited Partnership as follows:

IV. The name and place of residence of each General and Limited Partner is as follows:

Name	Residence or Principal Place of Business	Status
Fallston Medical Complex Operating Corporation	1916 Belair Road Fallston, Maryland 21047	General Partner
Dr. W. Perry Arnold	3101 Monkton Road Monkton, Maryland 21111	Limited Partner
Dr. Jose Martinez	14 Foxknoll Court Timonium, Maryland 21093	Limited Partner
Dr. Abdul Qureshi	447 N. Kenwood Ave. Baltimore, Maryland 21224	Limited Partner
Dr. Michael W. Kilchenstein	1705 Welford Court Lutherville, Maryland 21093	Limited Partner
Dr. Ralph D. Natale	7112 Darlington Road Baltimore, Maryland 21234	Limited Partner

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Name	Residence of Principal Place of Business	Status
Dr. Donald M. Barrick	7022 Lachlan Circle Baltimore, Maryland 21239	Limited Partner
Dr. Marino R. Facelo	715 Shamrock Road Bel Air, Maryland 21014	Limited Partner
Dr. Curtis Marshall	104 Medical Arts Bldg. Baltimore, Maryland 21201	Limited Partner
Dr. Chawalit Suddhimondala	4 Bush Mill Court Baltimore, Maryland 21207	Limited Partner
Dr. Phillip E. B. Byrd	2707 Hanson Avenue Baltimore, Maryland 21209	Limited Partner
Dr. Vernon R. Croft	5209 Hesperus Drive Columbia, Maryland 21044	Limited Partner
Dr. Jose C. Arroyo	2125 Chantilla Road Westerlee, Maryland 21228	Limited Partner
Dr. Louis A. Fritz	37 Windemere Parkway Phoenix, Maryland 21131	Limited Partner
Dr. Lutgardo Panlilio	8413 Tallyho Road Timonium, Maryland 21093	Limited Partner
Dr. Edgardo P. Villamater	10510 Potspring Road Timonium, Maryland 21093	Limited Partner
Dr. D. L. Pirovolidis	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Dr. Mirtha Ward	1916 Belair Road Fallston, Maryland 21047	Limited Partner

Name	Residence or Principal Place of Business	Status
Dr. David M. Lanphear	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Dr. Augustin Dordai	5428 Sinclair Road Baltimore, Maryland 21206	Limited Partner
Dr. Robert Howard Wright	218 Medical Arts Bldg. 101 West Read Street Baltimore, Maryland 21201	Limited Partner
Dr. Joseph Orlando	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Jose Gracia	9 West Riching Drive Bel Air, Maryland 21014	Limited Partner
Dr. Irvin Donnick	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Steven Berlin	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Lawrence D. Block	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. S. K. Shin	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Dr. Anthony Costa	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Willard Amoss	2018 Pleasantville Road Fallston, Maryland 21047	Limited Partner
Dr. Murli Mathur	1815 Greenwich Woods Dr. Apt. 34 Silver Spring, Maryland 20903	Limited Partner

Name	Residence or Principal Place of Business	Status
Dr. Stuart B. Silver	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. Ross Z. Pierpont	5602 Enderly Road Baltimore, Maryland 21212	Limited Partner
Dr. Nak J. Im	601 South Union Avenue Havre de Grace, Maryland 21078	Limited Partner
Dr. Keiffer Mitchell	1230 Druid Hill Avenue Baltimore, Maryland 21217	Limited Partner
Dr. George Bedon	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. W. K. Brendle	980 Chesapeake Drive Havre de Grace, Maryland 21078	Limited Partner
Dr. Henry Kwah	608 South Union Avenue Havre de Grace, Maryland 21078	Limited Partner
Dr. Alfred Grigoleit	Earlton Road Havre de Grace, Maryland 21078	Limited Partner
Dr. Richard Maffezoli	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner

VI. The Limited Partners have contributed cash to the partnership as follows:

Name	Amount Contributed
Dr. W. Perry Arnold	$ 25,000
Dr. Jose Martinez	25,000
Dr. Abdul Qureshi	12,500
Dr. Michael W. Kilchenstein	50,000
Dr. Ralph D. Natale	6,250
Dr. Donald M. Barrick	25,000
Dr. Marino R. Facelo	25,000
Dr. Curtis Marshall	25,000
Dr. Chawalit Suddhimondala	25,000
Dr. Phillip E. B. Byrd	12,500
Dr. Vernon R. Croft	25,000
Dr. Jose C. Arroyo	31,250
Dr. Louis A. Fritz	6,250
Dr. Lutgardo Panlilio	6,250
Dr. Edgardo P. Villamater	6,250
Dr. D. L. Pirovolidis	6,250
Dr. Mirtha Ward	12,500
Dr. David M. Lanphear	6,250
Dr. Augustin Dordai	25,000
Dr. Robert Howard Wright	25,000
Dr. Joseph Orlando	25,000
Dr. Jose Gracia	12,500
Dr. Irvin Donnick	12,500

Name	Amount Contributed
Dr. Steven Berlin	$ 12,500
Dr. Lawrence D. Block	12,500
Dr. S. K. Shin	6,250
Dr. Anthony Costa	12,500
Dr. Willard Amoss	25,000
Dr. Murli Mathur	12,500
Dr. Stuart B. Silver	6,250
Dr. Ross Z. Pierpont	5,000
Dr. Nak J. Im	5,000
Dr. Keiffer Mitchell	6,250
Dr. George Bedon	6,250
Dr. W. K. Brendle	5,000
Dr. Henry Kwah	5,000
Dr. Alfred Grigoleit	5,000
Dr. Richard Maffezoli	6,250

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Certificate of Limited Partnership this 31st day of December, 1974.

GENERAL PARTNER:

FALLSTON MEDICAL COMPLEX
OPERATING CORPORATION

By Kermit P. Bonovich
Kermit P. Bonovich, President

LIMITED PARTNERS:

Dr. W. Perry Arnold
Dr. Jose Martinez
Dr. Abdul Qureshi
Dr. Michael W. Kilchenstein
Dr. Ralph D. Natale
Dr. Donald M. Barrick
Dr. Marino R. Facelo
Dr. Curtis Marshall
Dr. Chawalit Suddhimondala
Dr. Phillip E. B. Byrd
Dr. Vernon R. Croft
Dr. Jose C. Arroyo
Dr. Louis A. Ortiz
Dr. Lutgardo Panlilio
Dr. Edgardo P. Villamater
Dr. D. L. Pirovolidis
Dr. Mirtha Ward
Dr. David M. Lanphear
Dr. Augustin Dordai
Dr. Robert Howard Wright
Dr. Joseph Orlando
Dr. Jose Gracia
Dr. Irvin Donnick
Dr. Steven Berlin
Dr. Lawrence D. Block
Dr. S. K. Shin
Dr. Anthony Costa
Dr. Willard Amoss
Dr. Murli Mathur
Dr. Stuart B. Silver
Dr. Ross Z. Pierpont
Dr. Nak J. Im
Dr. Keiffer Mitchell
Dr. George Bedon
Dr. W. K. Brendle
Dr. Henry Kwah
Dr. Alfred Grigoleit
Dr. Richard Maffezoli

FALLSTON MEDICAL COMPLEX
OPERATING CORPORATION
Attorney-in-Fact

By Kermit P. Bonovich
Kermit P. Bonovich, President

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that on this 30th day of December, 1974, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore,

personally appeared Kermit P. Bonovich, President of Fallston Medical Complex Operating Corporation, a Maryland corporation, and in the name and on behalf of said corporation for itself as General Partner of Fallston General Hospital Limited Partnership and as attorney in fact for Dr. W. Perry Arnold, Dr. Jose Martinez, Dr. Abdul Qureshi, Dr. Michael W. Kilchenstein, Dr. Ralph D. Natale, Dr. Donald M. Barrick, Dr. Marino R. Facelo, Dr. Curtis Marshall, Dr. Chawalit Suddhimondala, Dr. Phillip E. B. Byrd, Dr. Vernon R. Croft, Dr. Jose C. Arroyo, Dr. Louis A. Frtiz, Dr. Lutgardo Panlilio, Dr. Edgardo P. Villamater, Dr. D. L. Pirovolidis, Dr. Mirtha Ward, Dr. David M. Lanphear, Dr. Augustin Dordai, Dr. Robert Howard Wright, Dr. Joseph Orlando, Dr. Jose Gracia, Dr. Irvin Donnick, Dr. Steven Berlin, Dr. Lawrence D. Block, Dr. S. K. Shin, Dr. Anthony Costa, Dr. Willard Amoss, Dr. Murli Mathur, Dr. Stuart B. Silver, Dr. Ross Z. Pierpont, Dr. Nak J. Im, Dr. Keiffer Mitchell, Dr. George Bedon, Dr. W. K. Brendle, Dr. Henry Kwah, Dr. Alfred Grigoleit, and Dr. Richard Maffezoli acknowledged the foregoing Certificate of Amendment to the Certificate of Limited Partnership to be the corporate act of said corporation, and at the same time made oath in due form of law that the matters and facts set forth in

said Certificate of Amendment to the Certificate of Limited Partnership are true and correct.

WITNESS my hand and notarial seal the day and year last above written.

LANIGUS K. RUGHARD NOTARY PUBLIC HARFORD CO., MD.

Lanigus K. Rughard
Notary Public

My Commission expires: July 1, 1975

RECEIVED FOR RECORDS
RECORDED IN LIBER 9202
NO. 964 FOLIO 606
ONE OF THE
DEC 30 4 00 PM '74
Land RECORDS HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

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LIBER 1 PAGE 602

THIRD AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

ABERDEEN CENTRE EQUITIES
LIMITED PARTNERSHIP

THE UNDERSIGNED, having formed a Limited Partnership, pursuant to the provisions of the Maryland Uniform Limited Partnership Act, Article 75 Annotated Code of Maryland, §1, et. seq., certify as follows:

The Certificate of Limited Partnership was duly recorded on March 7, 1972, in Harford County in Liber HDC 892, Folio 787, and amended by a First Amendment recorded on April 5, 1973, in Harford County in Liber HDC 922, Folio 943. Said Certificate was further amended by a Second Amendment on October 18, 1974 in Harford County in Liber HDC 960, Folio 466.

The Parties, desiring to further amend the Certificate of Limited Partnership, hereby certify as follows:

I. The name of the Partnership is ABERDEEN CENTRE EQUITIES Limited Partnership.

II. The character of the business of the partnership is:

(a) To acquire for investment a tract of land containing fourteen (14) acres, more or less located in Aberdeen, Harford County, Maryland; described as shown on Exhibit A, and further, for investment purposes, to construct thereon various improvements.

(b) To own, operate, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the construction of such

improvements, the ownership and the operation thereof, and the utilization and realization upon all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the Partnership is 1900 York Road, Lutherville-Timonium, Maryland.

IV. (a) The name and address of the General Partners are:

George W. White, Jr.
Box 254, Northcliff Road
Glenarm, Maryland 21057

Randall C. White
Double Meadows
Harford Creamery Road
White Hall, Maryland 21161

George W. Johnson
4416 Manor Road
Phoenix, Maryland 21137

(b) The names and addresses of the Limited Partners are:

George W. White, Jr.
Box 254, Northcliff Road
Glenarm, Maryland 21057

Randall C. White
Double Meadows
Harford Creamery Road
White Hall, Maryland 21161

George W. Johnson and Hazel M. Johnson,
as Tenants by the Entireties
4416 Manor Road
Phoenix, Maryland 21137

Commercial & Industrial Properties, Inc.
1900 York Road
Lutherville-Timonium, Maryland 21093

Aberdeen Investors
c/o Donald J. Resnick
Suite 525
One Decker Square
Bala Cynwyd, Pennsylvania 19004

Robert E. Statkiewicz
10762 Green Mountain Circle
Columbia, Maryland 21044

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LIBER 1 PAGE 604

V. The term for which the Partnership shall exist shall be from the date of filing this Certificate until December 31, 2023, unless sooner terminated by:

(a) The disposition of all of the property, real and personal, owned by the Partnership; or

(b) All General Partners either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election by 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partners originally contributed Two Hundred Thousand Eighty-Five Dollars ($200,085.00) to the capital of the Partnership, for the percentage participations as set forth in Article IX hereof. The said capital contributions are now restated as set forth below being the capital commitments of the Limited Partners as now applying.

Name	Restated Capital Contribution
George W. White, Jr.	$ 0.00
Randall C. White	$ 0.00
George W. Johnson and Hazel M. Johnson, as Tenants by the Entireties	$ 0.00
Commercial & Industrial Properties, Inc.	$ 0.00
Aberdeen Investors	$191,572.00

VII. Limited Partners subsequently admitted, if any, shall make additional contributions to the capital of the Partnership in cash or in property in proportion to each Limited Partner's participation percentage as set forth in Item IX below and as may be agreed upon when they are admitted. Contributions in property may consist of such property as may be acceptable to the General Partners at a value to be determined by the General Partner.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital

may be returned to the Partners in the form of net cash receipts distributed to them. Aberdeen Investors, as Special Limited Partner, has priority rights to net cash receipts.

IX. The share of the profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

George W. White, Jr.	- 26.72%
Randall C. White	- 13.36%
George W. Johnson and Hazel M. Johnson as Tenants by the Entireties	- 26.72%
Commercial & Industrial Properties, Inc.	- 5.00%
Aberdeen Investors	- 20.00%
Robert E. Statkiewicz	- 3.2 %

Aberdeen Investors has a priority right to net cash receipts. Other Limited Partners, if any, shall have such partnership percentages as may be agreed upon by the General Partners at the time such limited partners are admitted.

X. Any partner shall have the right to assign, encumber, or otherwise dispose of his interest in the partnership subject to the required notice, the consent of the General Partners, the option of the partnership to purchase such interest, and the restrictions as to sale price and method of payment as set forth in the agreement.

XI. The General Partners have the right to admit additional Limited Partners.

XII. Aberdeen Investors, as Special Limited Partners, is given a right to priority over other Limited Partners as to contributions or as to compensation by way of income.

XIII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIV. No Limited Partner may demand and receive property other than cash in return for his contribution, but a return of his contribution is not guaranteed.

XV. Each Limited Partner, with the intent to be legally bound, irrevocably constitutes and appoints the General Partners of said Partnership or any of them his true and lawful attorney, in his name, place and stead, to make, execute, swear to, acknowledge and file:

(a) A Certificate of Limited Partnership under the laws of the State of Maryland;

(b) Any certificate or other instruments which may be required to be filed by the Partnership under the laws of any state, or which the General Partners shall deem it advisable to file;

(c) Any and all amendments or modifications of the instruments described in the preceding subdivisions (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership.

It is expressly understood and intended by the undersigned that the foregoing power of attorney is coupled with an interest, is irrevocable and shall survive the delivery of

an assignment by the undersigned of the whole or any portion of the limited partnership interest of the undersigned.

GENERAL PARTNERS:

George W. White, Jr.

Randall C. White

George W. Johnson

LIMITED PARTNERS:

George W. White, Jr.

Randall C. White

George W. Johnson

and

Hazel M. Johnson as Tenants by the Entireties

Robert L. Stackiewicz

Attest:

Secretary

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By:
George W. White, Jr.

ABERDEEN INVESTORS, a Pennsylvania Limited Partnership

Witness:

Mark Slotkin

By:
S. L. Shaiman - General Partner

STATE OF MARYLAND :
COUNTY OF Baltimore : ss

On the 20th day of November, 1974, before me, the undersigned officer, personally appeared George W. White, Jr., known to me to be person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

STATE OF MARYLAND :
COUNTY OF Baltimore : ss

On the 20th day of November, 1974, before me, the undersigned officer, personally appeared Randall C. White, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

STATE OF MARYLAND :
COUNTY OF Baltimore ss

On the 20th day of November, 1974, before me, the undersigned officer, personally appeared George W. Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co. Md.

My Commission Expires:
July 1, 1978

STATE OF MARYLAND :
COUNTY OF Baltimore ss

On the 20th day of November, 1974, before me, the undersigned officer, personally appeared Hazel M. Johnson, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co. Md.

My Commission Expires:
July 1, 1978

STATE OF MARYLAND :
COUNTY OF Baltimore : ss

On the 20th day of November, 1974, before me, the undersigned officer, personally appeared George W. White, Jr., who acknowledged himself to be the President of COMMERCIAL & INDUSTRIAL PROPERTIES, INC., a Corporation, and that as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co.

My Commission Expires:
July 1, 1978

STATE OF PENNSYLVANIA :
COUNTY OF Phila : ss

On the 15th day of November, 1974, before me, the undersigned general partner, personally appeared Lawrence Blair who acknowledged himself to be a General Partner of ABERDEEN INVESTORS, a Pennsylvania Limited Partnership, and that as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited partnership by himself as general partner.

Elisabeth Duignan
Notary Public
ELISABETH DUIGNAN, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES AUG. 29, 1977
Member, Pennsylvania Association of Notaries

My Commission Expires:

ELISABETH DUIGNAN NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA

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LIBER 1 PAGE 611

STATE OF MARYLAND :
COUNTY OF Baltimore : ss

On the 20th day of November, 1974, before me, the undersigned officer, personally appeared Robert E. Statkiewicz, known to me to be person whose name is subscribed to the within instrument, and acknolwedged that he executed the same for the purposes therein contained, and described the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel
NOTARY PUBLIC

DOROTHY H. FANKHANEL
NOTARY PUBLIC
Baltimore Co., Md.

My Commission Expires:
July 1, 1978

ABERDEEN MALL

EXHIBIT A-1

FROM THE OFFICE O.
GEORGE WILLIAM STEPHENS, JR. & ASSOCIATES, INC.
ENGINEERS
P.O. BOX 6828, TOWSON, MD. 21204

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970

Beginning at an iron pipe heretofore set in the Right-of-Way line on the northeast side of the state road leading from Aberdeen to Bel Air, known as Route 22, said pipe being at the end of 140.00 feet in the seventh, or South 71° 57' West 180 feet line of the tract of land conveyed by Frank Maxa, Jr. and John Maxa, Co-partners, trading as Frank Maxa & Company, to Ritz Enterprises, Inc., by deed dated March 16, 1953, and recorded among the Land Records of Harford County in Liber G.R.G. No. 390, folio 392, and running thence, binding on the northeast side of said Route 22 as the same is shown on State Roads Commission Plats Nos. 9692 and 9691, two courses,

(1) by a curve to the left, in a southeasterly direction, having a radius of 1392.39 feet for an arc distance of 446.78 feet, and subtended by a chord, whose bearing and distance is South 28° 06' 49" East 444.87 feet, thence,

(2) South 37° 18' 22" East 304.27 feet to a point in said right-of-way line of said Route 22 as shown on plat number 9691, thence leaving Route 22, and binding on the right-of-way line on the northwest side of Beards Hill Road, as shown on State Roads Commission plats Nos. 31431 and 30715,

(3) South 87° 57' 57" East 44.24 feet to a point in the northwest right-of-way line of Beards Hill Road as shown on State Roads Commission plat number 31431, thence still binding on said right-of-way line on the northwest

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970
-2-

side of Beards Hill Road.

(4) By a curve to the left, in a northerly direction, having a radius of 616.22 feet for an arc distance of 216.04 feet, and subtended by a chord, with bearing and distance of North 36° 18' 39" East 214.93 feet, thence still binding on said right-of-way line, as shown on the State Roads Commission plats 31431 and 30715,

(5) North 26° 16' 07" East 360.43 feet, thence

(6) North 8° 31' 26" East 52.50 feet, thence

(7) North 26° 16' 07" East 76.13 feet to a pipe now set, thence

(8) By a curve to the left, in a northerly direction, having a radius of 7562.44 feet for an arc distance of 292.89 feet, and subtended by a chord, with bearing and distance of North 25° 09' 33" East 292.87 feet to a pipe now set, thence

(9) North 11° 53' 36" East 77.81 feet to a pipe now set, thence

(10) North 24° 36' 23" West 6.29 feet to a pipe now set in the third, or North 67° 52' West 653.65 feet line of the aforesaid conveyance to Ritz Enterprises, Inc., and recorded in Liber G.R.G. No. 390, folio 392, thence leaving the right-of-way line of Beards Hill Road and binding on the original outlines of the whole tract as described in the aforementioned conveyance and on land of Godfrey L. Stancill,

Description of Property for
Ritz Enterprises, Inc.
13.944 Acres, more or less
Churchville Road, Second Election District
Harford County, Maryland

July 10, 1970
-3-

(11) North 67° 52' 00" West 642.25 feet to an iron pipe found at the end of said third line thence

(12) South 21° 54' 00" West 437.77 feet to an iron pipe found thence leaving the Stancill land, and binding on the lot of Grover L. Preston and wife, acquired from Michael Wolf and wife by deed dated April 30, 1962 and recorded among the aforementioned land records in Liber G.R.G. No. 592, folio 78,

(13) South 71° 57' 00" West 50.00 feet to an iron pipe found in a gravel driveway, thence leaving the Preston lot, and binding on the lot of John Nicholas acquired by deed from Percy K. Goss and wife, dated March 25, 1966 and recorded among the aforesaid land records in Liber G.R.G. No. 705, folio 309,

(14) South 18° 03' 00" East 110.00 feet to an iron pipe found thence

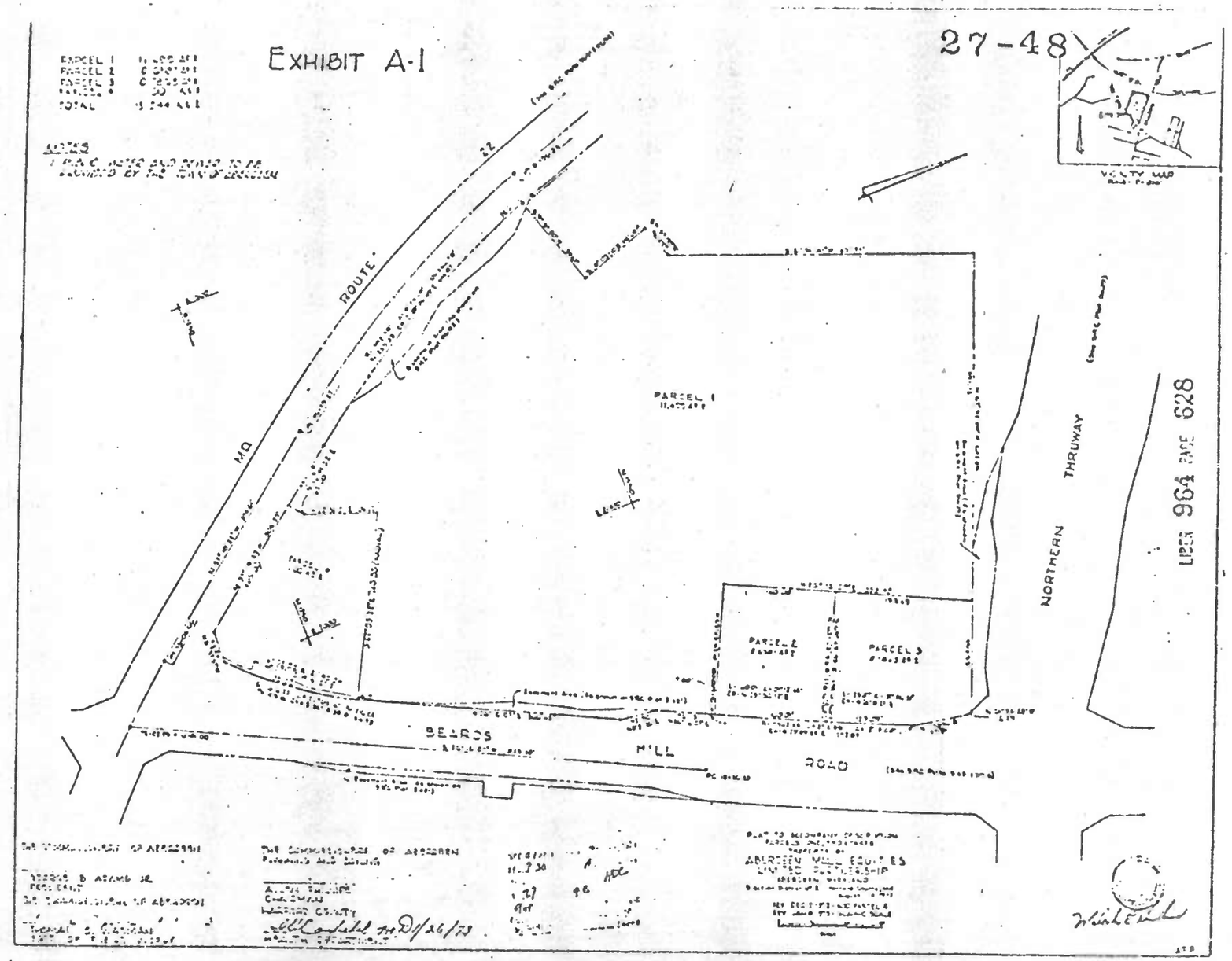
(15) South 71° 57' 00" West 139.67 feet to the beginning, containing 13.944 acres of land, more or less, as shown on a plat prepared by George William Stephens, Jr. and Associates, Inc., dated July 9, 1970.

Being all of that parcel of land which was conveyed by confirmatory deed between Ritz Enterprises, Inc. and Aberdeen Properties, Inc., by deed dated May 13, 1970 and recorded among the Land Records of Harford County, Maryland in Liber G.R.G. 844, Folio 215.

Subject to certain easements as shown on the following State Roads Commission of Maryland Right-of-Way Plats Nos. 9692, 9691, 31431, 30715, and 31429.

EXHIBIT A-1

27-48



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LIBER 1 PAGE 616

ABERDEEN CENTRE EQUITIES
LIMITED PARTNERSHIP

POWER OF ATTORNEY

The undersigned, a Limited Partner of the above-named Limited Partnership, with intent to be legally bound, does hereby irrevocably constitute and appoint the General Partners of said Partnership (as reflected in the Certificate of Limited Partnership currently on record) or any of them his true and lawful attorney, in his name, place and stead, to make, execute, swear to, acknowledge and file:

1. A Certificate of Limited Partnership under the laws of the State of Maryland or other state, as appropriate;

2. Any Certificate or other instruments (including registration or filings concerning the use of fictitious names) which may be required to be filed by the Partnership under the laws of any State, or which the General Partners shall deem it advisable to file;

3. An amended Certificate of Limited Partnership and Partnership Agreement to reflect the admission of additional partners or the readjustment of percentage participations in accordance with the provisions of Paragraph 7 of the Restated Limited Partnership Agreement of Aberdeen Centre Equities dated April 2, 1973.

4. All documents which may be required to effectuate the dissolution and termination of the Partnership.

5. Any and all amendments or modifications of the instruments described above.

It is expressly understood and intended by the undersigned that the foregoing Power of Attorney is coupled with an interest, is irrevocable and shall survive the delivery of any assignment by the undersigned of the whole or any portion of the Limited Partnership Interest of the undersigned.

Date: December 20, 1974 By: _____
ROBERT E. STATKIEWICZ

LIBER 964 PAGE 629

STATE OF Maryland :
COUNTY OF Baltimore : ss

Before me, a Notary Public in and for the State of Maryland personally came Robert E. Stat Kiewiary, who executed the foregoing Power of Attorney and who acknowledged the foregoing Power of Attorney to be his act and deed for the purposes therein specified.

SWORN to before me this 20th day of November 1974.

Dorothy H. Farkhanil
Notary Public

DOROTHY H. FARKHANIL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires July 1, 1978

DEC 31-74 8 $27182 ****50.00

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DEC 31 9 09 AM '74

LAND RECORDS BALTIMORE CO., MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

LIBER 964 PAGE 630

LIBER 1 PAGE 618

[redacted] Mailed to: Robert E. [redacted] v. Jefferson Bldg., To[redacted] Md.

AN EXTENSION OF A LIMITED PARTNERSHIP AGREEMENT

WHEREAS, the undersigned formed a limited partnership known as HUNTINGTON ASSOCIATES by an Agreement dated June 1, 1971 and a copy of the certification of limited partnership having been filed among the Land Records of Harford County in Liber H.D.C. No. 892, folio 62; and

WHEREAS, the partnership agreement and the certification of limited partnership provided that the partnership should continue until December 31, 1974; and

WHEREAS, the parties hereto are agreeable to extending the duration of the limited partnership until December 31, 1979.

NOW, THEREFORE, the undersigned hereby agree as follows:

1. The termination date of the partnership is hereby extended from December 31, 1974 until December 31, 1979.

2. All other terms and conditions of the original partnership agreement shall remain in full force and effect.

AS WITNESS the hands and seals of all partners of HUNTINGTON ASSOCIATES, a limited partnership. this 31st day of December, 1974.

WITNESS:

Ingeborg G. Deigert — Joseph D. Deigert (SEAL), General Partner

[illegible] — Edward H. Miller (SEAL), General Partner

Dorris E. Bailey — Richard A. Moore (SEAL), General Partner

[illegible] — Robert E. Carney, Jr. (SEAL), Limited Partner

[illegible] — Henry C. Needles (SEAL), Limited Partner

Ingeborg G. Deigert — Henry H. Hofmann (SEAL), Limited Partner

Ingeborg G. Deigert — Charles L. Vickers, Jr. (SEAL), Limited Partner

JAN 28-75 8 #29433 *****10.50

Rec'd for record 1/28 1975 at 1:19 P.M.
Same day recorded & examined, per
H. Douglas Chilcoat, Clerk

LIBER 988 PAGE 213

4/28/75 Mailed to: Title Guarantee Co., St. Paul St., Balto. Md.

GMK:ivf 4/2/75 49182

RUMSEY ISLAND LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP of RUMSEY ISLAND, a Limited Partnership, executed this 8th day of April, 1975, by and among Morris H. Wolf as General Partner, and Stewart J. Greenebaum, Sheldon M. Glusman, Russell R. Reno, Jr. and Gerald M. Katz, as Limited Partners.

WHEREAS, the parties hereto desire to organize and form Rumsey Island Limited Partnership under the Uniform Limited Partnership Act as set forth in Article 73 of the Annotated Code of Maryland, for the purpose of acquiring a certain parcel of land located at Rumsey Island, Harford County, Maryland (the "Premises").

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereby make the following Certificate:

1. The name of the partnership shall be --

RUMSEY ISLAND LIMITED PARTNERSHIP

2. The character of the business shall be to engage only in the business of investing in the Premises, and, in furtherance of such business, to acquire, by purchase, lease or otherwise, such real property and interests therein, and to hold, improve, lease and manage such real property.

3. The location of the principal place of business of the partnership shall be at Suite 204, Heaver Plaza, 1301 York Road, Lutherville, Maryland 21093.

4. The name and place of residence of each General Partner are as follows:

Name	Residence
Morris H. Wolf	1301 York Road Lutherville, Maryland 21093

The name and place of residence of each Limited Partner are set forth in Column (1) of Schedule A attached to this Agreement.

5. The term for which the Partnership is to exist is from April 1, 1975 to December 31, 2025, unless sooner terminated in accordance with the Limited Partnership Agreement.

6. The amount of cash contributed by each Limited Partner to the capital of the Partnership is set forth after the name of such Limited Partner in Column (2) of Schedule A.

7. No Limited Partner has agreed to make any additional capital contribution to this Partnership.

8. There is no agreement concerning the return of the contributions of a Limited Partner prior to dissolution.

9. The share of the profits or other compensation by way of income which each Limited Partner shall receive by reason of his contribution is set forth after the name of such Limited Partner in Column (3) of Schedule A.

10. No Limited Partner has any right to substitute an assignee as contributor in such partner's place without the written consent of the General Partner.

11. There is no right to admit any additional Limited Partners, except as provided in paragraph 10 above.

12. No Limited Partner has priority over any other Limited Partner as to contributions or as to compensation by way of income.

13. On the death or incapacity of the General Partner, the Limited Partners may continue the business of

GMK:ivf 4/3/75 49182

the Partnership by designating a substitute General Partner.

14. No Limited Partner shall have any right to demand or receive property other than cash in return for his contribution.

Each Limited Partner hereby makes, constitutes and appoints the General Partner, with full power of substitution, his true and lawful attorney-in-fact for him and in his name, place and stead and for his use and benefit, to sign, acknowledge, file and/or record any one or more certificates of limited partnership, amendments or cancellations thereof, necessary or appropriate to effectuate the purposes of this partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate as of the day and year first above written.

WITNESS:

Irma V. Fowler

Morris H. Wolf (SEAL)
Morris H. Wolf,
General Partner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of April 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Morris H. Wolf, General Partner of Rumsey Island Limited Partnership, and acknowledged the foregoing Certificate of Limited Partnership to be his act and deed.

AS WITNESS my hand and Notarial Seal.

M. Margaret Grimm
Notary Public
My Commission Expires 8/1/78

NOTARY PUBLIC BALTIMORE, MD.

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GMK:ivf 4/3/75 49182

LIMITED PARTNERS

WITNESS:

Irma V. Fowler — Stewart J. Greenebaum
Stewart J. Greenebaum

Irma V. Fowler — Sheldon M. Glusman
Sheldon M. Glusman

Irma V. Fowler — Russell R. Reno, Jr.
Russell R. Reno, Jr.

Irma V. Fowler — Gerald M. Katz
Gerald M. Katz

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 8th day of April 1975, before me, the subscriber, a Notary Public for the State of Maryland, in and for the City aforesaid, personally appeared Stewart J. Greenebaum, Sheldon M. Glusman, Russell R. Reno, Jr., and Gerald M. Katz, Limited Partners of Rumsey Island Limited Partnership and acknowledged the foregoing Certificate of Limited Partnership to be their respective acts and deeds.

AS WITNESS my hand and Notarial Seal.

M. Margaret Grossman
Notary Public

My Commission Expires: 7/1/78

M. MARGARET GROSSMAN NOTARY PUBLIC BALTIMORE, MD.

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LIBER 1 PAGE 623

GMK:ivf 3/20/75 49182

SCHEDULE A

LIMITED PARTNERS

(1) Name and Address	(2) Capital Contribution	(3) Percent of Profits & Losses
Stewart J. Greenebaum 12 Windsong Court Baltimore, Maryland 21208	$ 150.00	15%
Sheldon M. Glusman 1412 Malvern Avenue Baltimore, Maryland 21204	$ 116.66	11-2/3%
Russell R. Reno, Jr. 706 West Joppa Road Baltimore, Maryland 21204	$ 116.67	11-2/3%
Gerald M. Katz 3 Windsong Court Baltimore, Maryland 21208	$ 116.67	11-2/3%

RECEIVED FOR RECORD &
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Land RECORDS - HARFORD
CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

APR 18-75 A 827168 ****1750

LIBER 970 PAGE 170

5/1/75 Mailed to: Venable, Baetjer & Howard, 2 Hopkins Plaza, Balto., Md.

GMK:ivf 49182

RUMSEY ISLAND LIMITED PARTNERSHIP

AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT

and

CERTIFICATE OF LIMITED PARTNERSHIP

THIS AMENDMENT Number One to Limited Partnership Agreement and Certificate of Limited Partnership, executed this 17th day of April, 1975, by and among Morris H. Wolf, General Partner, and Stewart J. Greenebaum, Sheldon M. Glusman, Russell R. Reno, Jr. and Gerald M. Katz, Limited Partners.

WHEREAS, the General Partner and the Limited Partners formed Rumsey Island Limited Partnership on April 8, 1975 by the execution on that date of a Limited Partnership Agreement and a Certificate of Limited Partnership; and

WHEREAS, the General Partner and the Limited Partners desire to amend such Agreements in the manner set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, conditions and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Assignment of Partnership Interests and Revision of Interests. The name, residence and share of profits and losses of each Limited Partner are as set forth in Schedule A-1 attached to this Agreement.

2. Terms of Partnership Agreement to Continue. The substitute Limited Partners named in this Agreement shall be bound by all of the terms and provisions of the Limited Partnership Agreement and the Certificate of Limited Partnership.

3. Effective Date. The effective date of the

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assignment of partnership interests and the substitution of limited partners shall be April 1, 1975.

4. Continuation of Partnership. Except as modified herein, the Rumsey Island Limited Partnership Agreement and Certificate of Limited Partnership shall continue in all respects, and said Agreements, together with this Agreement, shall constitute the Rumsey Island Limited Partnership Agreement and Certificate of Limited Partnership.

5. Consent by General Partner. The General Partner hereby consents to the assignment and substitution of partnership interests described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

WITNESS:

Morris H. Wolf (SEAL)
Morris H. Wolf,
General Partner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of April 1975, before me, the subscriber, a Notary Public for the State of Maryland, in and for the City of Baltimore, personally appeared Morris H. Wolf, General Partner of Rumsey Island Limited Partnership, and acknowledged the foregoing Amendment to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Notary Public
My Commission Expires 7/1/78

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GMK:ivf 4/3/75 49182

WITNESS:

LIMITED PARTNERS

Irma V Fowler — Stewart J. Greenebaum
Stewart J. Greenebaum

Irma V Fowler — Sheldon M. Glusman
Sheldon M. Glusman

Irma V Fowler — Russell R. Reno, Jr.
Russell R. Reno, Jr.

Irma V Fowler — Gerald M. Katz
Gerald M. Katz

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, That on this 17th day of April 1975, before me, the subscriber, a Notary Public for the State of Maryland, in and for the City aforesaid, personally appeared Stewart J. Greenebaum, Sheldon M. Glusman, Russell R. Reno, Jr., and Gerald M. Katz, Limited Partners of Rumsey Island Limited Partnership and acknowledged the foregoing Amendment to be their respective deeds and acts.

AS WITNESS my hand and Notarial Seal.

Antoinette E. Falkowski
Notary Public

My Commission Expires: 7/1/78

APR 23-75 B 27574 *****17.50

LIBER 970 PAGE 494

-3-

LIBER 1 PAGE 627

SCHEDULE A-1

LIMITED PARTNERS

(1) Name and Address	(2) Capital Contribution	(3) Percent of Profits & Losses
Stewart J. Greenebaum 12 Windsong Court Baltimore, Maryland 21208	$ 150.00	15%
Suzanne S. Katz, Custodian for Neil A. Katz under Maryland Uniform Gift to Minors Act 3 Windsong Court Baltimore, Maryland 21208	$ 40.00	4%
Suzanne S. Katz, Custodian for Alise S. Katz under Maryland Uniform Gift to Minors Act 3 Windsong Court Baltimore, Maryland 21208	$ 40.00	4%
Suzanne S. Katz, Custodian for Michael S. Katz under Maryland Uniform Gift to Minors Act 3 Windsong Court Baltimore, Maryland 21208	$ 36.67	3-2/3%
BG Rumsey Investment Co. c/o Godfrey & Kahn 780 N. Water Street Milwaukee, Wisconsin 53202	$ 46.67	4-2/3%
Jack Glusman 2660 N. 49th Street Milwaukee, Wisconsin 53202	$ 20.00	2%
Sheldon M. Glusman 1412 Malvern Avenue Baltimore, Maryland 21204	$ 20.00	2%
Carol Glusman, Custodian for Lawrence John Glusman under Maryland Uniform Gift to Minors Act 1412 Malvern Avenue Baltimore, Maryland 21204	$ 10.00	1%

(1) Name and Address	(2) Capital Contribution	(3) Percent of Profits & Losses
Carol Glusman, Custodian for Jonathan Robert Glusman under Maryland Uniform Gift to Minors Act 1412 Malvern Avenue Baltimore, Maryland 21204	$ 10.00	1%
Carol Glusman, Custodian for Elizabeth Anne Glusman under Maryland Uniform Gift to Minors Act 1412 Malvern Avenue Baltimore, Maryland 21204	$ 10.00	1%
Mary Ellen Reno, Custodian for Mary Hall Reno under Maryland Uniform Gift to Minors Act 706 West Joppa Road Baltimore, Maryland 21204	$ 29.16	2-11/12%
Mary Ellen Reno, Custodian for Russell R. Reno, III under Maryland Uniform Gift to Minors Act 706 West Joppa Road Baltimore, Maryland 21204	$ 29.17	2-11/12%
Mary Ellen Reno, Custodian for William S. K. Reno under Maryland Uniform Gift to Minors Act 706 West Joppa Road Baltimore, Maryland 21204	$ 29.17	2-11/12%
Mary Ellen Reno, Custodian for Elizabeth W. Reno under Maryland Uniform Gift to Minors Act 706 West Joppa Road Baltimore, Maryland 21204	$ 29.17	2-11/12%

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ONE OF THE
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CO. MD. & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

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BRIGHT OAKS I ASSOCIATES, LTD.

Dissolution of Limited Partnership and Cancellation of Certificate of Limited Partnership

DISSOLUTION OF LIMITED PARTNERSHIP and CANCELLATION OF CERTIFICATE OF LIMITED PARTNERSHIP of Bright Oaks I Associates, Ltd., made this 1 day of May, 1975.

WITNESSETH:

WHEREAS the parties hereto desire to terminate and dissolve the limited partnership known as Bright Oaks I Associates, Ltd. (the partnership) formed by them under the laws of the State of Maryland by agreement dated June 29, 1972, as amended to July 10, 1974;

NOW THEREFORE,

1. Pursuant to section 12(a) of the Agreement of Limited Partnership dated June 29, 1972, the undersigned general partners hereby order dissolution of the partnership effective as of December 31, 1974.

2. The assets and liabilities of the partnership shall be paid, provided for, and distributed as follows:

(a) All partnership debts and liabilities shall become the sole responsibility of Melvin G. Bosely and R. Walter Ward, partners trading as Bright Oaks I Associates, a general partnership. Melvin G. Bosely and R. Walter Ward hereby indemnify and agree to hold harmless the undersigned limited partners against any claims, demands, debts, liabilities, costs, or expenses, arising from or out of the partnership business or the dissolution of the partnership.

(b) Each limited partner shall receive in cash the amount, if any, credited to his capital account at December 31, 1974.

(c) All remaining assets of the partnership, subject to all partnership debts and liabilities referred to in paragraph (a) above, shall be distributed in equal shares to Melvin G. Bosely and R. Walter Ward, partners trading as Bright Oaks I Associates, a general partnership.

3. The Certificate of Limited Partnership of the partnership, as amended to July 10, 1974, is hereby cancelled effective as of December 31, 1974.

LAW OFFICES
STEIN AND MULLENS
WASHINGTON, D. C.

IN WITNESS WHEREOF, the undersigned general and limited partners of Bright Oaks I Associates, Ltd., have executed this instrument this 1 day of May, 1975.

General Partners:

Melvin G. Bosely

R. Walter Ward

Limited Partners:

Roy A. Bosely

Richard F. Melfa

Michael M. Richards

STATE OF MARYLAND)
) ss
COUNTY OF HARFORD)

I, R.F. MELFA, a notary public in and for the State of Maryland, County of Harford, do hereby certify that Melvin G. Bosely, R. Walter Ward, Roy A. Bosely, Richard F. Melfa, and Michael M. Richards, each did personally appear before me and, being first duly sworn, did depose and say that he is a signatory to the foregoing instrument and each did acknowledge that he executed said instrument as his free act and deed.

Given under my hand and seal this 1 day of May, 1975.

Notary Public

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LAND RECORDS HARFORD
CO. MD. EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

OFFICES
N AND MULLENS
GTON, D. C.

LIBER 971 PAGE 355

LIBER 1 PAGE 631

Mailed to: Piper & Marbury
First National Bank Building
25 South Charles Street
Baltimore, Maryland 21202

903

CERTIFICATE OF AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP

FALLSTON GENERAL HOSPITAL LIMITED PARTNERSHIP

WE, THE UNDERSIGNED, being all of the partners of Fallston General Hospital Limited Partnership, desiring to amend the Certificate of Limited Partnership by this writing certify as follows and amend the Certificate of Limited Partnership as follows:

IV. The name and place of residence of each General and Limited Partner is as follows:

Name	Residence of Principal Place of Business	Status
Fallston Medical Complex Operating Corporation	1916 Belair Road Fallston, Maryland 21047	General Partner
Dr. Manuel J. Alafriz	358 Faircastle Avenue Severna Park, Maryland 21146	Limited Partner
Dr. Willard Amoss	2018 Pleasantville Road Fallston, Maryland 21047	Limited Partner
Dr. W. Perry Arnold	3101 Monkton Road Monkton, Maryland 21111	Limited Partner
Dr. Jose C. Arroyo	2125 Chantilla Road Westerlee, Maryland 21228	Limited Partner
Dr. Donald M. Barrick	7022 Lachlan Circle Baltimore, Maryland 21239	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. George Bedon	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. Steven Berlin	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Lawrence D. Block	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. W. K. Brendle	980 Chesapeake Drive Havre de Grace, Maryland 21078	Limited Partner
Dr. Phillip E. B. Byrd	2707 Hanson Avenue Baltimore, Maryland 21209	Limited Partner
Dr. Anthony Costa	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Vernon R. Croft	5209 Hesperus Drive Columbia, Maryland 21044	Limited Partner
Dr. Frank Damazo	Route 6 Frederick, Maryland 21701	Limited Partner
Dr. Irvin Donnick	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Augustin Dordai	5428 Sinclair Road Baltimore, Maryland 21206	Limited Partner
Dr. Marino R. Facelo	715 Shamrock Road Bel Air, Maryland 21014	Limited Partner
Dr. James Frenkil	16 South Eutaw Street Baltimore, Maryland 21201	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. Louis A. Fritz	37 Windemere Parkway Phoenix, Maryland 21131	Limited Partner
Dr. Jose Gracia	9 West Riching Drive Bel Air, Maryland 21014	Limited Partner
Dr. Alfred Grigoleit	Earlton Road Havre de Grace, Maryland 21078	Limited Partner
Dr. Pietr Hitzig	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Nak J. Im	601 South Union Avenue Havre de Grace, Maryland 21078	Limited Partner
Dr. Joseph Jack, Jr.	507 Haverhill Road Joppa, Maryland 21085	Limited Partner
Dr. Michael W. Kilchenstein	1705 Welford Court Lutherville, Maryland 21093	Limited Partner
Dr. Henry Kwah	608 South Union Avenue Havre de Grace, Maryland 21078	Limited Partner
Dr. David M. Lanphear	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Dr. Rita J. Lautz	Mopec Circle Baltimore, Maryland 21236	Limited Partner
Dr. Richard Maffezoli	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. Curtis Marshall	104 Medical Arts Bldg. Baltimore, Maryland 21201	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. Jose Martinez	14 Foxknoll Court Timonium, Maryland 21093	Limited Partner
Dr. Murli Mathur	1815 Greenwich Woods Dr. Apt. 34 Silver Spring, Maryland 20903	Limited Partner
Dr. Ralph J. Mirarchi	137 Cachargeur Road Reisterstown, Maryland 21136	Limited Partner
Dr. Keiffer Mitchell	1230 Druid Hill Avenue Baltimore, Maryland 21217	Limited Partner
Dr. Ralph D. Natale	7112 Darlington Road Baltimore, Maryland 21234	Limited Partner
Dr. Joseph Orlando	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Lutgardo Panlilio	8413 Tallyho Road Timonium, Maryland 21093	Limited Partner
Dr. Ross Z. Pierpont	5602 Enderly Road Baltimore, Maryland 21212	Limited Partner
Dr. D. L. Pirovolidis	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Chester Price	8605 Drumwood Road Towson, Maryland 21204	Limited Partner
Dr. Abdul Qureshi	447 N. Kenwood Avenue Baltimore, Maryland 21224	Limited Partner
Dr. S. K. Shin	1916 Belair Road Fallston, Maryland 21047	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. Stuart B. Silver	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. Chawalit Suddhimondala	4 Bush Mill Court Baltimore, Maryland 21207	Limited Partner
Dr. Edgardo P. Villamater	10510 Potspring Road Timonium, Maryland 21093	Limited Partner
Dr. Mirtha Ward	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Dr. Robert Howard Wright	218 Medical Arts Bldg. 101 West Read Street Baltimore, Maryland 21201	Limited Partner

VI. The Limited Partners have contributed cash to the partnership as follows:

Name	Amount Contributed	Number of Units
Dr. Manuel J. Alafriz	$ 25,000	1
Dr. Willard Amoss	25,000	1
Dr. W. Perry Arnold	25,000	1
Dr. Jose C. Arroyo	31,250	1-1/4
Dr. Donald M. Barrick	25,000	1
Dr. George Bedon	6,250	1/4
Dr. Steven Berlin	12,500	1/2
Dr. Lawrence D. Block	12,500	1/2
Dr. W. K. Brendle	5,000	1/5
Dr. Phillip E. B. Byrd	12,500	1/2

Name	Amount Contributed	Number of Units
Dr. Anthony Costa	$ 12,500	1/2
Dr. Vernon R. Croft	25,000	1
Dr. Frank Damazo	25,000	1
Dr. Irvin Donnick	12,500	1/2
Dr. Augustin Dordai	25,000	1
Dr. Marino R. Facelo	25,000	1
Dr. James Frenkil	25,000	1
Dr. Louis A. Fritz	6,250	1/4
Dr. Jose Gracia	12,500	1/2
Dr. Alfred Grifoleit	5,000	1/5
Dr. Pietr Hitzig	12,500	1/2
Dr. Nak J. Im	5,000	1/5
Dr. Joseph Jack, Jr.	25,000	1
Dr. Michael W. Kilchenstein	50,000	2
Dr. Henry Kwah	5,000	1/5
Dr. David M. Lanphear	6,250	1/4
Dr. Rita J. Lautz	12,500	1/2
Dr. Richard Maffezoli	6,250	1/4
Dr. Curtis Marshall	25,000	1
Dr. Jose Martinez	25,000	1
Dr. Murli Mathur	25,000	1
Dr. Ralph J. Mirarchi	25,000	1
Dr. Keiffer Mitchell	6,250	1/4
Dr. Ralph D. Natale	25,000	1
Dr. Joseph Orlando	25,000	1

Name	Amount Contributed	Number of Units
Dr. Lutgardo Panlilio	$ 6,250	1/4
Dr. Ross Z. Pierpont	5,000	1/5
Dr. D. L. Pirovolidis	6,250	1/4
Chester Price	25,000	1
Dr. Abdul Qureshi	25,000	1
Dr. S. K. Shin	6,250	1/4
Dr. Stuart B. Silver	6,250	1/4
Dr. Chawalit Suddhimondala	25,000	1
Dr. Edgardo P. Villamater	6,250	1/4
Dr. Mirtha Ward	6,250	1/4
Dr. Robert Howard Wright	25,000	1

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Certificate of Limited Partnership this 8th day of May, 1975.

GENERAL PARTNER:

FALLSTON MEDICAL COMPLEX
OPERATING CORPORATION

By _____
Richard D. Poteet, President

LIMITED PARTNERS:

Dr. Manuel J. Alafriz
Dr. Willard Amoss
Dr. W. Perry Arnold
Dr. Jose C. Arroyo
Dr. Donald M. Barrick
Dr. George Bedon
Dr. Steven Berlin
Dr. Lawrence D. Block
Dr. W. K. Brendle
Dr. Phillip E. B. Byrd
Dr. Anthony Costa
Dr. Vernon R. Croft
Dr. Frank Damazo
Dr. Irvin Donnick
Dr. Augustin Dordai
Dr. Marino R. Facelo
Dr. James Frenkil
Dr. Louis A. Fritz
Dr. Jose Gracia
Dr. Alfred Grifoleit
Dr. Pietr Hitzig
Dr. Nak J. Im
Dr. Joseph Jack, Jr.
Dr. Michael W. Kilchenstein
Dr. Henry Kwah
Dr. David M. Lanphear
Dr. Rita J. Lautz
Dr. Richard Maffezoli
Dr. Curtis Marshall
Dr. Jose Martinez
Dr. Murli Mathur
Dr. Ralph J. Mirarchi
Dr. Keiffer Mitchell
Dr. Ralph D. Natale
Dr. Joseph Orlando
Dr. Lutgardo Panlilio
Dr. Ross Z. Pierpont
Dr. D. L. Pirovolidis
Chester Price
Dr. Abdul Qureshi
Dr. S. K. Shin
Dr. Stuart B. Silver
Dr. Chawalit Suddhimondala
Dr. Edgardo P. Villamater
Dr. Mirtha Ward
Dr. Robert Howard Wright

FALLSTON MEDICAL COMPLEX
OPERATING CORPORATION
Attorney-in-Fact

By _____
Richard D. Poteet, President

STATE OF MARYLAND
SS:
CITY OF BALTIMORE

THIS IS TO CERTIFY that on this 7th day of May, 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, personally appeared Richard D. Poteet, President of Fallston Medical Complex

Operating Corporation, a Maryland corporation, and in the name and on behalf of said corporation for itself as General Partner of Fallston General Hospital Limited Partnership and as attorney-in-fact for Dr. Manuel J. Alafriz, Dr. Willard Amoss, Dr. W. Perry Arnold, Dr. Jose C. Arroyo, Dr. Donald M. Barrick, Dr. George Bedon, Dr. Steven Berlin, Dr. Lawrence D. Block, Dr. W. K. Brendle, Dr. Phillip E. B. Byrd, Dr. Anthony Costa, Dr. Vernon R. Croft, Dr. Frank Damazo, Dr. Irvin Donnick, Dr. Augustin Dordai, Dr. Marino R. Facelo, Dr. James Frenkil, Dr. Louis A. Fritz, Dr. Jose Gracia, Dr. Alfred Grifoleit, Dr. Pietr Hitzig, Dr. Nak J. Im, Dr. Joseph Jack, Jr., Dr. Michael W. Kilchenstein, Dr. Henry Kwah, Dr. David M. Lanphear, Dr. Rita J. Lautz, Dr. Richard Maffezoli, Dr. Curtis Marshall, Dr. Jose Martinez, Dr. Murli Mathur, Dr. Ralph J. Mirarchi, Dr. Keiffer Mitchell, Dr. Ralph D. Natale, Dr. Joseph Orlando, Dr. Lutgardo Panlilio, Dr. Ross Z. Pierpont, Dr. D. L. Pirovolidis, Chester Price, Dr. Abdul Qureshi Dr. S. K. Shin, Dr. Stuart B. Silver, Dr. Chawalit Suddhimondala, Dr. Edgardo P. Villamater, Dr. Mirtha Ward, and Dr. Robert Howard Wright acknowledged the foregoing Certificate of Amendment to the Certificate of Limited Partnership to be the corporate act of said corporation, and at the same time made oath in due form of law that the matters and facts set forth in said Certificate of Amendment to the Certificate of Limited Partnership are true and correct.

WITNESS my hand and notarial seal the day and year last above written.

HENRIETTA BLUMBERG NOTARY PUBLIC BALTIMORE COUNTY, MD.

Henrietta Blumberg
Notary Public

My commission expires: 7-1-77

MAY 12-75 B 29885 *****27.00

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COMPARED & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

JUN -2-75 B #22423 *****19.00

AMENDMENT TO CERTIFICATE OF
LIMITED PARTNERSHIP OF
TRIMBLE ROAD LIMITED PARTNERSHIP

The undersigned, constituting all of the General and Limited Partners of Trimble Road Limited Partnership, for the purpose of amending the certificate of Limited Partnership, filed on April 3, 1970 in the Land Records of Harford County in Liber GRG 841, Folio 149, do hereby certify:

WHEREAS, the limited partner, L.L. Hubble, has assigned the whole of his interest in the limited partnership to John D. Hubble and Nancy C. Hubble, his wife, as tenants by the entireties, and

WHEREAS, the undersigned have unanimously consented to the admission of John D. Hubble and Nancy C. Hubble, his wife, as tenants by the entireties, as a limited partner.

The Certificate of Limited Partnership is hereby amended as follows:

1. Wherever the name of "L.L. Hubble" appears in the aforesaid Certificate, the said name shall be deleted, and the names and words "John D. Hubble and Nancy C. Hubble, his wife, as tenants by the entireties" shall be substituted in lieu thereof.

2. Wherever the address of L.L. Hubble appears in the aforesaid Certificate, the said address shall be deleted and "15 Charles Plaza, Suite 1607, Baltimore, Maryland 21201" shall be substituted in lieu thereof.

IN WITNESS WHEREOF, the General Partner, on his own behalf, and as Agent for the Limited Partners, has executed

6/4/75 Mailed to: Frank, Bernstein, Conway & Goldman
1300 Hopkins Plaza
Baltimore. Md. 21201

this Amendment to Certificate of Limited Partnership this 25th day of November, 1974.

WITNESS:

LEON J. PANITZ, General Partner
and Agent for:

Adams Investment Corp.
William A. Bunnell
Robert M. Goldman
L.L. Hubble
William Martien
M. Peter Moser
Theodore Rollins
Wilbert H. Sirota
Neil Tabor
James S. Watson
Donald J. Zeman
John D. Hubble
Nancy C. Hubble

STATE OF MARYLAND, COUNTY OF HARFORD, TO WIT:

THIS IS TO CERTIFY that on this 25th day of November, 1974, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared LEON J. PANITZ, who made oath in due form of law that the matters and facts set forth in the foregoing Amendment to Certificate of Limited Partnership are true and correct.

AS WITNESS my hand and seal.

Notary Public

RECEIVED FOR RECORD & RECORDED IN LIBER HOC NO 1 FOLIO 642 ONE OF THE

JAN 2 11 25 AM '75

RECORDS HARFORD CO. MD. & EXAMINED PER H2 DOUGLAS CHILCOAT, CLERK

Mailed to: Piper & Marbury
First National Bank Building
25 South Charles Street
Baltimore, Maryland 21202

CERTIFICATE OF AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP

FALLSTON GENERAL HOSPITAL LIMITED PARTNERSHIP

JUN 26-75 B 26003 *****72.00

WE, THE UNDERSIGNED, being all of the partners of Fallston General Hospital Limited Partnership, desiring to amend the Certificate of Limited Partnership by this writing certify as follows and amend the Certificate of Limited Partnership as follows:

IV. The name and place of residence of each General and Limited Partner is as follows:

Name	Residence or Principal Place of Business	Status
Fallston Medical Complex Operating Corporation	1916 Belair Road Fallston, Maryland 21047	General Partner
Dr. Manuel J. Alafriz	358 Faircastle Avenue Severna Park, Maryland 21146	Limited Partner
Dr. Willard Amoss	2018 Pleasantville Road Fallston, Maryland 21047	Limited Partner
Dr. W. Perry Arnold	3101 Monkton Road Monkton, Maryland 21111	Limited Partner
Dr. Jose C. Arroyo	2125 Chantilla Road Westerlee, Maryland 21228	Limited Partner
Dr. Donald M. Barrick	7022 Lachlan Circle Baltimore, Maryland 21239	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. George Bedon	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. Steven Berlin	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Lawrence D. Block	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. W. K. Brendle	980 Chesapeake Drive Havre de Grace, Maryland 21078	Limited Partner
Dr. Phillip E. B. Byrd	2707 Hanson Avenue Baltimore, Maryland 21209	Limited Partner
Dr. Anthony Costa	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Vernon R. Croft	5209 Hesperus Drive Columbia, Maryland 21044	Limited Partner
Dr. Frank Damazo	Route 6 Frederick, Maryland 21701	Limited Partner
Dr. Irvin Donnick	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Augustin Dordai	5428 Sinclair Road Baltimore, Maryland 21206	Limited Partner
Dr. Marino R. Facelo	715 Shamrock Road Bel Air, Maryland 21014	Limited Partner
Dr. James Frenkil	16 South Eutaw Street Baltimore, Maryland 21201	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. Louis A. Fritz	37 Windemere Parkway Phoenix, Maryland 21131	Limited Partner
Dr. Jose Gracia	9 West Riching Drive Bel Air, Maryland 21014	Limited Partner
Dr. Alfred Grigoleit	Earlton Road Havre de Grace, Maryland 21078	Limited Partner
Dr. Pietr Hitzig	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Nak J. Im	601 South Union Avenue Havre de Grace, Maryland 21078	Limited Partner
Dr. Joseph Jack, Jr.	507 Haverhill Road Joppa, Maryland 21085	Limited Partner
Dr. Michael W. Kilchenstein	1705 Welford Court Lutherville, Maryland 21093	Limited Partner
Dr. Henry Kwah	608 South Union Avenue Havre de Grace, Maryland 21078	Limited Partner
Dr. David M. Lanphear	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Dr. Rita J. Lautz	Mopec Circle Baltimore, Maryland 21236	Limited Partner
Dr. Richard Maffezoli	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. Curtis Marshall	104 Medical Arts Bldg. Baltimore, Maryland 21201	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. Jose Martinez	14 Foxknoll Court Timonium, Maryland 21093	Limited Partner
Dr. Murli Mathur	1815 Greenwich Woods Dr. Apt. 34 Silver Spring, Maryland 20903	Limited Partner
Dr. Ralph J. Mirarchi	137 Cachargeur Road Reisterstown, Maryland 21136	Limited Partner
Dr. Keiffer Mitchell	1230 Druid Hill Avenue Baltimore, Maryland 21217	Limited Partner
Dr. Joseph Orlando	300 East Joppa Road Towson, Maryland 21204	Limited Partner
Dr. Lutgardo Panlilio	8413 Tallyho Road Timonium, Maryland 21093	Limited Partner
Dr. Ross Z. Pierpont	5602 Enderly Road Baltimore, Maryland 21212	Limited Partner
Dr. D. L. Pirovolidis	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Chester Price	8605 Drumwood Road Towson, Maryland 21204	Limited Partner
Dr. Abdul Qureshi	447 N. Kenwood Avenue Baltimore, Maryland 21224	Limited Partner
Dr. S. K. Shin	1916 Belair Road Fallston, Maryland 21047	Limited Partner

Name	Residence of Principal Place of Business	Status
Dr. Stuart B. Silver	1134 York Road Suite 305 Lutherville, Maryland 21093	Limited Partner
Dr. Chawalit Suddhimondala	4 Bush Mill Court Baltimore, Maryland 21207	Limited Partner
Dr. Edgardo P. Villamater	10510 Potspring Road Timonium, Maryland 21093	Limited Partner
Dr. Mirtha Ward	1916 Belair Road Fallston, Maryland 21047	Limited Partner
Dr. Robert Howard Wright	218 Medical Arts Bldg. 101 West Read Street Baltimore, Maryland 21201	Limited Partner

VI. The Limited Partners have contributed cash to the partnership as follows:

Name	Amount Contributed	Number of Units
Dr. Manuel J. Alafriz	$ 25,000	1
Dr. Willard Amoss	25,000	1
Dr. W. Perry Arnold	25,000	1
Dr. Jose C. Arroyo	31,250	1-1/4
Dr. Donald M. Barrick	25,000	1
Dr. George Bedon	6,250	1/4
Dr. Steven Berlin	12,500	1/2
Dr. Lawrence D. Block	12,500	1/2
Dr. W. K. Brendle	5,000	1/5
Dr. Phillip E. B. Byrd	12,500	1/2

Name	Amount Contributed	Number of Units
Dr. Anthony Costa	$ 12,500	1/2
Dr. Vernon R. Croft	25,000	1
Dr. Frank Damazo	31,250	1 1/4
Dr. Irvin Donnick	12,500	1/2
Dr. Augustin Dordai	25,000	1
Dr. Marino R. Facelo	25,000	1
Dr. James Frenkil	25,000	1
Dr. Louis A. Fritz	6,250	1/4
Dr. Jose Gracia	12,500	1/2
Dr. Alfred Grifoleit	5,000	1/5
Dr. Pietr Hitzig	12,500	1/2
Dr. Nak J. Im	5,000	1/5
Dr. Joseph Jack, Jr.	25,000	1
Dr. Michael W. Kilchenstein	50,000	2
Dr. Henry Kwah	5,000	1/5
Dr. David M. Lanphear	6,250	1/4
Dr. Rita J. Lautz	12,500	1/2
Dr. Richard Maffezoli	6,250	1/4
Dr. Curtis Marshall	25,000	1
Dr. Jose Martinez	25,000	1
Dr. Murli Mathur	25,000	1
Dr. Ralph J. Mirarchi	25,000	1
Dr. Keiffer Mitchell	6,250	1/4
Dr. Joseph Orlando	25,000	1

Name	Amount Contributed	Number of Units
Dr. Lutgardo Panlilio	$ 6,250	1/4
Dr. Ross Z. Pierpont	5,000	1/5
Dr. D. L. Pirovolidis	6,250	1/4
Chester Price	25,000	1
Dr. Abdul Qureshi	25,000	1
Dr. S. K. Shin	6,250	1/4
Dr. Stuart B. Silver	6,250	1/4
Dr. Chawalit Suddhimondala	25,000	1
Dr. Edgardo P. Villamater	6,250	1/4
Dr. Mirtha Ward	6,250	1/4
Dr. Robert Howard Wright	25,000	1

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Certificate of Limited Partnership this 17 day of June, 1975.

GENERAL PARTNER:

FALLSTON MEDICAL COMPLEX
OPERATING CORPORATION

By _____
Richard D. Poteet, President

LIMITED PARTNERS:

Dr. Manuel J. Alafriz
Dr. Willard Amoss
Dr. W. Perry Arnold
Dr. Jose C. Arroyo
Dr. Donald M. Barrick
Dr. George Bedon
Dr. Steven Berlin
Dr. Lawrence D. Block
Dr. W. K. Brendle
Dr. Phillip E. B. Byrd
Dr. Anthony Costa
Dr. Vernon R. Croft
Dr. Frank Damazo
Dr. Irvin Donnick
Dr. Augustin Dordai
Dr. Marino R. Facelo
Dr. James Frenkil
Dr. Louis A. Fritz
Dr. Jose Gracia
Dr. Alfred Grifoleit
Dr. Pietr Hitzig
Dr. Nak J. Im
Dr. Joseph Jack, Jr.
Dr. Michael W. Kilchenstein
Dr. Henry Kwah
Dr. David M. Lanphear
Dr. Rita J. Lautz
Dr. Richard Maffezoli
Dr. Curtis Marshall
Dr. Jose Martinez
Dr. Murli Mathur
Dr. Ralph J. Mirarchi
Dr. Keiffer Mitchell
Dr. Joseph Orlando
Dr. Lutgardo Panlilio
Dr. Ross Z. Pierpont
Dr. D. L. Pirovolidis
Chester Price
Dr. Abdul Qureshi
Dr. S. K. Shin
Dr. Stuart B. Silver
Dr. Chawalit Suddhimondala
Dr. Edgardo P. Villamater
Dr. Mirtha Ward
Dr. Robert Howard Wright

FALLSTON MEDICAL COMPLEX
OPERATING CORPORATION
Attorney-in-Fact

By _____
Richard D. Poteet, President

STATE OF MARYLAND
~~CITY~~ County SS:
OF BALTIMORE

THIS IS TO CERTIFY that on this 17 day of June 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the ~~City~~ County of Baltimore, personally appeared Richard D. Poteet, President of Fallston Medical Complex

Operating Corporation, a Maryland corporation, and in the name and on behalf of said corporation for itself as General Partner of Fallston General Hospital Limited Partnership and as attorney-in-fact for Dr. Manuel J. Alafriz, Dr. Willard Amoss, Dr. W. Perry Arnold, Dr. Jose C. Arroyo, Dr. Donald M. Barrick, Dr. George Bedon, Dr. Steven Berlin, Dr. Lawrence D. Block, Dr. W. K. Brendle, Dr. Phillip E. B. Byrd, Dr. Anthony Costa, Dr. Vernon R. Croft, Dr. Frank Damazo, Dr. Irvin Donnick, Dr. Augustin Dordai, Dr. Marino R. Facelo, Dr. James Frenkil, Dr. Louis A. Fritz, Dr. Jose Gracia, Dr. Alfred Grifoleit, Dr. Pietr Hitzig, Dr. Nak J. Im, Dr. Joseph Jack, Jr., Dr. Michael W. Kilchenstein, Dr. Henry Kwah, Dr. David M. Lanphear, Dr. Rita J. Lautz, Dr. Richard Maffezoli, Dr. Curtis Marshall, Dr. Jose Martinez, Dr. Murli Mathur, Dr. Ralph J. Mirarchi, Dr. Keiffer Mitchell, Dr. Joseph Orlando, Dr. Lutgardo Panlilio, Dr. Ross Z. Pierpont, Dr. D. L. Pirovolidis, Chester Price, Dr. Abdul Qureshi, Dr. S. K. Shin, Dr. Stuart B. Silver, Dr. Chawalit Suddhimondala, Dr. Edgardo P. Villamater, Dr. Mirtha Ward, and Dr. Robert Howard Wright acknowledged the foregoing Certificate of Amendment to the Certificate of Limited Partnership to be the corporate act of said corporation, and at the same time made oath in due form of law that the matters and facts set forth in said Certificate of Amendment to the Certificate of Limited Partnership are true and correct.

WITNESS my hand and notarial seal the day and year last above written.

HENRIETTA BLUMBERG
NOTARY PUBLIC
BALTIMORE COUNTY, MD.

Henrietta Blumberg
Notary Public

My commission expires: 7-1-77

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Attendup RECORDS HARFORD CO., MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK

CERTIFICATE OF LIMITED PARTNERSHIP

BRENNEMAN FARM ASSOCIATES

JUL 17-75 A 28341 *****23.00

We, the undersigned parties, desiring to form a limited partnership under and pursuant to the provisions of the laws of the State of Maryland, DO HEREBY CERTIFY:

I.

The name of the limited partnership is "BRENNEMAN FARM ASSOCIATES."

II.

The Partnership shall engage in the business of real estate development including the management and development of that tract of land known as the "Brenneman Farm" located in the County of Harford, State of Maryland.

III.

The principal place of business of the Partnership in Maryland shall be located at Oakington, Havre de Grace, Maryland 21078.

IV.

The General Partner is Joseph D. Tydings, Oakington, Havre de Grace, Maryland 21078. The Limited Partners are Mrs. Virginia Tydings, Oakington, Havre de Grace, Maryland, 21078 and The Mercantile-Safe Deposit and Trust Company, 2 Hopkins Plaza, Baltimore, Maryland, Trustee for The Millard E. Tydings, II

Aaron L. Handleman, Esq.
1120 Connecticut Avenue, N. W.
Washington, D. C. 20036

Trust, The Mary Campbell Tydings Trust, The Emlen Davies Tydings Trust, and The Eleanor Davies Tydings Trust.

V.

The Partnership shall continue until December 31, 1999, and shall terminate prior to that date only by unanimous consent by all Partners or upon the bankruptcy or death of the General Partner.

VI.

The agreed values of the contributions of the Limited Partners are as follows:

Virginia C. Tydings	$4,000.00
The Millard E. Tydings, II Trust	$1,000.00
The Mary Campbell Tydings Trust	$1,000.00
The Emlen Davies Tydings Trust	$1,000.00
The Eleanor Davies Tydings Trust	$1,000.00

VII.

No Limited Partner shall have any obligation to the Partnership but to make the contribution agreed upon at the time of the admission. No Limited Partner may be called upon, under any circumstances, to contribute any additional capital whatsoever.

VIII.

The contributions of the Limited Partners are not to be returned prior to the termination of the Partnership.

IX.

Each Limited Partner shall receive a share of the profits of the Partnership equal to the percentage set forth next to his name below:

Virginia C. Tydings	33 1/3%
The Millard E. Tydings, II Trust	8 1/3%
The Mary Campbell Tydings Trust	8 1/3%
The Emlen Davies Tydings Trust	8 1/3%
The Eleanor Davies Tydings Trust	8 1/3%

X.

No Partner may sell his Partnership interest without the consent of fifty percent (50%) in interest of the other Partners.

XI.

The General Partner is authorized to admit additional Limited Partners only with unanimous consent of all Partners.

XII.

No Limited Partner is entitled to priority over any other Limited Partner as to contribution, or as to compensation by way of income.

XIII.

The Partnership shall terminate upon the bankruptcy or death of the General Partner.

XIV.

No Limited Partner has the right to demand and receive property other than cash in return for his contribution.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures and seals and sworn thereto on the 10th day of January, 1975.

WITNESS:

As to Joseph D. Tydings

GENERAL PARTNER:

JOSEPH D. TYDINGS [SEAL]

[Corporate Seal]

WITNESS:

As to Virginia C. Tydings

LIMITED PARTNERS:

VIRGINIA C. TYDINGS [SEAL]

ATTEST:

THE MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

As Trustee for:

The Millard E. Tydings, II Trust
The Mary Campbell Tydings Trust
The Emlen Davies Tydings Trust
The Eleanor Davies Tydings Trust

Trust Officer

BY:

Vice President

[Corporate Seal]

STATE OF MARYLAND)
CITY) SS:
~~COUNTY~~ OF Baltimore)

I, Dorothy E. Scharf, a Notary Public in and for the State and County aforesaid, do hereby certify that JOSEPH D. TYDINGS, whose name is signed to the above writing bearing date on the 10th day of January, 1975, has acknowledged the same before me in the County aforesaid.

Given under my hand and official seal this 10th day of January, 1975.

Dorothy E. Scharf
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires: 7-1-78

DOROTHY E. SCHARF
NOTARY PUBLIC
My Commission Expires July 1, 1978

STATE OF MARYLAND)
CITY) SS:
~~COUNTY~~ OF Baltimore)

I, Dorothy E. Scharf, a Notary Public in and for the State and County aforesaid, do hereby certify that VIRGINIA C. TYDINGS, whose name is signed to the above writing bearing date on the 10th day of January, 1975, has acknowledged the same before me in the County aforesaid.

Given under my hand and official seal this 10th day of January, 1975.

Dorothy E. Scharf
NOTARY PUBLIC

[Notarial Seal]

My Commission Expires: 7-1-78

DOROTHY E. SCHARF
NOTARY PUBLIC
My Commission Expires July 1, 1978

STATE OF MARYLAND)
COUNTY OF Baltimore) SS:
)

I, Dorothy E. Schark, a Notary Public in and for the State and County aforesaid, do certify that [illegible] and Mary [illegible], whose names, as Vice President and Trust Officer, respectively, of THE MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, are signed to the writing above, bearing date on the 10th day of January, 1975, have acknowledged the same before me in the County aforesaid.

Given under my hand and official seal this 10th day of January, 1975.

Dorothy E. Schark
NOTARY PUBLIC

My Commission Expires: 7-1-78

[Notarial Seal]

DOROTHY E. SCHARK
NOTARY PUBLIC
My Commission Expires July 1, 1978

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RECORDS CARFORD
CO. MD & EXAMINED PER
H. DOUGLAS CHILCOAT,
CLERK

Mailed to; Title Guarantee Co, St. Paul & Lexington, Balto. 21202

CERTIFICATE OF

TREE TOP ASSOCIATES

LIMITED PARTNERSHIP AGREEMENT

THIS LIMITED PARTNERSHIP AGREEMENT made this 15th day of July 1975, by and between Wm. A. Bunnell and Maxine Bunnell, each as a General Partner, and Elice B. Shelton as Trustee for Christopher Andrew Shelton as a Limited Partner.

WHEREAS it is the intention of the parties hereto to associate themselves for the purpose of forming a Maryland limited partnership under the provisions of Article 73 of the Annotated Code of Maryland (1957 Edition) to acquire certain lands in Edgewater Village, Edgewood, in First Election District of Harford County, State of Maryland, and

WHEREAS upon acquisition of the said real estate, payment of the purchase price and the execution and delivery of deeds of the properties to the Partnership, it is the intention of the Partnership to own and lease said real estate, to collect the rents therefrom, and, if considered desirable by the General Partners, to sell the same.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. Formation

The parties hereto form a Limited Partnership (hereinafter referred to as the ("Partnership") pursuant to the provisions of Article 73 of the Annotated Code of Maryland (1957 Edition), which said Partnership shall be conducted under the firm name and style of Tree Top Associates.

2. Purpose

The purpose of the partnership is to acquire for investment that certain parcel of land as more particularly described in survey by Alexander Peter Ratych, Land Surveyor, and in metes and bounds description thereof attached hereto as Exhibits 1 and 2, respectfully, and made a part hereof, and all of the appurtenances, rights, benefits and privileges relating thereto, including all of the rights, benefits and privileges accorded to "Landlord" in that certain Lease Agreement dated April 27, 1972, between Edgewater Village Company as "Landlord" and Fair Lanes Edgewood Properties, Inc. as "Tenant", and recorded in Liber , page among the Land Records of Harford County, Maryland, and being in the First Election District, Harford County, State of Maryland, hereinafter referred to as the "Property", to own, improve the same as may be necessary or desirable, lease, sell, mortgage, pledge as security and/or to operate, maintain, manage and service the same.

3. Principal Office

JUL 28-75 A #29575 *****29.00

The principal office of the Partnership shall be located at 1501 Charmuth Road, Lutherville, Maryland 21093, in Baltimore County, Maryland, or at such other locations as may be agreed to by the General Partners.

4. Partners

Each of the Partners shall contribute initially to the capital of the partnership the amount set forth below opposite his or her name.

LIBER 1 PAGE 660

General Partners

Name	Address	Cash Contribution	Percent Interest
Wm. A. Bunnell	1501 Charmuth Rd. Lutherville, Md.	$ 3,600	33 1/3
Maxine Bunnell	1501 Charmuth Rd. Lutherville, Md.	3,600	33 1/3
	Limited Partner		
Elice B. Shelton as Trustee for Christopher Andrew Shelton, a minor	3406 Coventry Court Drive Ellicott City, Maryland	3,600	33 1/3

Such contributions shall be made concurrently or prior to the purchase of the property. The partners, neither general nor limited, shall have further obligation to contribute to the capital of the partnership except as herein specifically provided. All of the partners shall share in the property and capital of the partnership in the proportions set forth in this paragraph opposite their respective names.

5. Term

The Partnership shall commence immediately after the parties shall have executed this agreement and shall continue for thirty five years from date hereof and thereafter from year to year, provided, however, that it shall be dissolved and terminated prior to such date upon the happening of any of the following events:

(a) Dissolution or bankruptcy of the General Partners.

(b) Sale of Property.

(c) Agreement of the General Partners and of the Limited Partners owning at least 66-2/3% of the total Partnership Interests to terminate the Partnership.

(d) Failure of the Partnership to acquire the Property by October 1, 1975.

6. Additional Limited Partners and Contributions

(a) The General Partners are authorized to admit additional General or Limited Partners to the Partnership upon the purchase or gift of capital interest from any one or more of the Partners in return for an assignment of capital interest. Should an additional Partner acquire an interest, he shall be a Partner, either Limited or General as authorized by the General Partners, as fully as if the name of such additional Partner were originally herein set forth. Upon admission of such additional Partner, an Amendment of the Certificate of Limited Partnership of the Partnership setting forth such admission may be filed.

7. Activities of the General Partners

(a) The General Partners may act in their capacity as General Partners solely through one individual (not necessarily a Partner) designated therefor from time to time by notice in writing directed to the Limited Partners.

(b) The General Partners shall manage the Partnership and shall devote to the Partnership such time as they may deem necessary, or as may be

required, for which services they shall receive no compensation other than their proportionate share of the profits of the Partnership. However, the General Partners shall be entitled to be reimbursed out of the funds of the Partnership for all reasonable expenses incurred by them in the course of their duties as General Partners.

(c) The General Partners shall have the power to sell and convey all or any part of the Property owned by the Partnership, real or personal; to execute leases or modify leases of any real estate owned by the Partnership; to borrow money and as security therefor to mortgage or create deeds of trust or mortgages on all or any part of the Property owned by the Partnership, real or personal; to prepay in whole or in part, refinance, amend, modify or extend any mortgages or deeds of trust which may affect any of the properties owned by the Partnership and in connection therewith to execute for and on behalf of the Partnership any extensions, renewals or modifications of such mortgages or deeds of trust on any such properties in lieu of then existing mortgages or deeds of trust; and to execute any and all other instruments and documents which may be necessary or in the opinion of the General Partners desirable to carry out the intent and purpose hereof; provided, however, that nothing contained herein shall increase or permit the General Partners to increase the liability of the Limited Partner as herein set forth.

(d) Nothing herein shall require any grantee to investigate the authority of the General Partners to sell or convey any real property of the Partnership. Any conveyance or other agreement by this paragraph provided, if executed by the General Partners shall be binding upon the Partnership and shall have the same effect as if executed by all of the Partners.

(e) The General Partners shall not be liable, responsible or accountable in damages or otherwise to any of the Limited Partners for any acts performed by it in good faith within the scope of this Limited Partnership Agreement.

(f) The fact that the General Partners, or a member of their families, is directly or indirectly interested in or connected with any person, firm, or corporation employed by the Partnership to render or perform a service or from which the Partnership may contract or buy merchandise or other property shall not prohibit the General Partners from employing or contracting with, or purchasing from, such General Partner, member of his family, person, firm, or corporation or from otherwise dealing with him or it, and neither the Partnership nor the Partners, vis-a-vis their interests as Partners in the Partnership, hereof, shall have any rights in or to any income or profits derived therefrom.

8. Profits and Losses

Any profits of the Partnership shall be divided among the General and Limited Partners, and net losses shall be borne by them pro rata in proportion to their respective original contributions to the capital of the Partnership; provided, however, no Limited Partner shall be liable for the losses of the Partnership in excess of the amount of his cash contribution to the Partnership capital, and no Partner shall be liable to any other Partner or the Partnership for any negative balances in their capital accounts after crediting their accounts with their proportionate share of Partnership profits and losses or by reason of any distribution of assets.

9. Distribution of Profits and Capital

(a) The share of net profits of the Partners shall be distributed at such times as may be determined by the General Partners in their absolute discretion, but at least annually, to all Partners in proportion to their respective original contributions to the capital of the Partnership.

As used in this Agreement, the term "net profits" shall mean net profits derived from the ownership of the Property as ascertained by standard accounting practices, except that (i) depreciation of buildings, improvements, and personalty shall not be considered as a deduction, (ii) mortgage amortization

shall be considered as a deduction, (iii) any amounts expended by the Partnership in the discretion of the General Partners for capital improvements shall be considered a deduction, and (iv) if the General Partners shall so determine, a reasonable reserve, not to exceed ten percent (10%) of the net profits but for this subsection (iv), shall be deducted for working capital needs or to provide funds for improvements or for any other contingencies of the Partnership. The determination of the Partnership's certified public accountants shall be final and binding upon all of the Partners.

(b) The contributions to the capital of the Partnership by the Partners may be returned to them, in whole or in part, at any time in the sole discretion of the General Partners; all such returns of contributions to capital shall be pro rata to all Partners in proportion to their respective original contributions to the capital of the Partnership.

10. Activities of Limited Partners

The Limited Partner shall take no part in the conduct or control of the Partnership's business and shall have no right or authority to act for or bind the Partnership.

11. Substituted Limited Partners

(a) No assignees, legatees, nor distributees of the whole or any portion of a Limited Partner's Interest in the Partnership shall have the right to become a substituted Limited Partner in place of his predecessor in Interest with respect to such Limited Partner's interest without the written consent of the General Partners, whose consent shall be binding and conclusive without requiring the consent or approval of any of the other Limited Partners, unless such assignee or distributee already is a Limited Partner hereof or is a direct descendant, husband, wife, brother or sister of said original Partner, in which event, the consent of the General Partners shall not be required.

(b) If a Limited Partner shall die, his executors, administrators, personal representatives, or trustees, or, if he shall be adjudicated insane or incompetent, his committee or representative, shall have the same rights and obligations that such Limited Partner would have had if he had not died or had not become insane or incompetent, except that his executors, administrators, personal representatives, trustees, committee, or representative (hereinafter sometimes called successor or successors) shall not become substituted Limited Partners without the written consent of the General Partners.

(c) As a condition to his admission as a substituted Limited Partner with respect to the whole or any portion of the Interest of his predecessor in Interest, such assignee, legatee, distributee, or successor shall execute and acknowledge such instruments, in form and substance reasonably satisfactory to the General Partners, as the General Partners shall deem necessary or desirable to effectuate such admission and to confirm the Agreement of the person being admitted as such substituted Limited Partner to be bound by all of the terms and provisions of this Agreement, as the same may have been amended, with respect to the Interest, or portion of Interest, acquired from or through such predecessor in Interest; and such assignee, legatee, distributee, or successor shall pay all reasonable expenses not to exceed $150.00, in connection with such admission as a substituted Limited Partner, including, but not limited to, the cost of the preparation, filing, and publishing of any amendment of the Certificate of Limited Partnership necessary or desirable in connection therewith.

12. Return of Capital Contributions on Termination

(a) Limited Partners shall have the right to the return of their contributions of capital at the end of the term of the Partnership or at the earlier dissolution and termination of the Partnership; provided, however,

that a reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partners to minimize the normal losses attendant upon a liquidation.

(b) The General Partners shall not be personally liable for the return of the capital contributions of Limited Partners.

(c) Limited Partners have only the right to receive cash in return for their contributions to the capital of the Partnership.

(d) After dissolution of the Partnership and liquidation of the assets, the General Partners shall execute, acknowledge, and cause to be filed a Certificate of Cancellation of the Partnership.

(e) The proceeds of the liquidation of the assets of the Partnership shall be applied and distributed in the following order of priority:

(i) To the payment of the debts and liabilities of the Partnership.

(ii) To the payment of the shares of undistributed profits to which the Limited Partners shall be entitled.

(iii) To the return of the balance, if any, of the respective capital contributions of the Limited Partners; but, if the amount available therefor shall be insufficient, then pro rata among all Limited Partners in such manner that each Limited Partner shall receive the same proportion of his contribution to the capital of the Partnership.

(iv) To the payment of the share of undistributed profits and the return of the balance, if any, of the capital contribution of the General Partners.

(v) Any balance remaining shall be distributed among all Partners, General and Limited, in proportion to their original contributions to the capital of the Partnership. Each of the Partners shall be furnished with a statement prepared by the Partnership's then accountants, which shall set forth the assets and liabilities of the Partnership as of the date of complete liquidation.

13. Withdrawal by Limited Partners

No Limited Partner shall have the right at any time to withdraw from the Partnership, except as hereinbefore provided.

14. Power of Attorney

Each of the Limited Partners, including additional Limited Partners who shall become parties to this Partnership Agreement after the date hereof, constitutes and appoints the General Partners as their true and lawful attorneys, and in his name, place, and stead, to make, execute, sign, acknowledge, and file:

(a) The Certificate of Limited Partnership and any Amended Certificate or Certificates of Limited Partnership under the laws of the State of Maryland; and

(b) Any certificate or other instrument which may be required to be filed by the Partnership under the laws of the State of Maryland; and

(c) Any and all amendemtns or modifications of the instruments described in the preceding sub-paragraph (a) and (b); and

(d) All documents which may be required to effectuate the dissolution and termination of the Partnership and cancellation of its Certificate of Limited Partnership, as amended from time to time.

15. Bank Accounts

(a) All funds of the Partnership are to be deposited in the Partnership name, or in an Escrow Account maintained in the individual name of any partner in such bank account or accounts as shall be designated by the General Partners.

(b) Withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the General Partners may designate.

16. Notices

(a) All notices given to the Partnership or to the General Partners shall be given in writing by certified mail, addressed to the Partnership, 1501 Charmuth Road, Lutherville, Maryland, 21093.

(b) All notices given by the Partnership or by the General Partners to any Limited Partner shall be in writing, addressed to the address set opposite his name in paragraph 4 hereof, or to such address as such Limited Partner may hereafter designate in writing.

17. Benefit

This Limited Partnership Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns, subject only to such limitations as may be contained elsewhere in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

WITNESS:

General Partners:

Wm. A. Bunnell (L.S.)
Wm. A. Bunnell

Maxine Bunnell (L.S.)
Maxine Bunnell

Limited Partner

Elice B. Shelton (L.S.)
Elice B. Shelton, as Trustee for
Christopher Andrew Shelton,
a minor.

STATE OF MARYLAND)
) SS:
COUNTY OF HARFORD)

I, TRUMAN E AMBROSE, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Elice B. Shelton as Trustee for Christopher Andrew Shelton, a minor, Wm. A. Bunnell and Maxine Bunnell personally appeared before me in said jurisdiction and, being by me first duly sworn, each of them did depose and say that they are parties to the foregoing and annexed Certificate of Limited Partnership of Tree Top Associates, and that the facts as set forth in said Certificate are true and correct; and each of them acknowledged to me that they executed said Certificate as their free act and deed.

Subscribed and sworn to before me this 15th day of July, 1975.

Truman E Ambrose

Notary Public
My Commission Expires July 1, 1978

apr associates land surveyors
3320 ROSALIE AVE.
BALTIMORE, MD. 21234
PHONE: 444-4323

H16349

FAIR LANES PROPERTIES,INC.
DESCRIPTION OF PROPERTY AT U.S.ROUTE 40
AND TREE TOP DRIVE,EDGEWATER VILLAGE
ELECTION DISTRICT NO.1,HARFORD COUNTY,MARYLAND.

BEGINNING FOR THE SAME at an iron pipe hom[illegible] set in the Southeasterly right of way line of U.S. Route 40;said point of beginning being situate North 78 degrees 33 minutes 40 seconds East 288.06 feet from the beginning of a gusset line connecting said Southeasterly right of way line of U.S. Route 40 with the Easterly side of Tree Top Drive as shown on the Amended Plat of Edgewater Village,Section 1,Plat 1,recorded among the Land Records of Harford County in Plat Book 23 page 100;thence running from said point of beginning and binding along said Southeasterly right of way line of U.S. Route 40,referring all courses to the beforementioned plat,North 78 degrees 33 minutes 40 seconds East 223.54 to an iron pipe now set at the beginning of the 9 th or South 11 degrees 24 minutes 43 seconds East 400.54 foot line of land of which the parcel now being described is a part and which by Deed dated April 17,1970 and recorded among the Land Records of Harford County in Liber 842,page 169,was conveyed by C.Gorden Gilbert and wife to Edgewater Village Company;thence leaving U.S. Route 40 and binding along said line,South 11 degrees 24 minutes 43 seconds East 400.06 feet to intersect the Northerly outline of Block "J",Amended Plat of Edgewater Village,Resubdivision of Part of Parcel 1 of Section 1,Plat 1,recorded in Plat Book 24,page 19;thence binding along said outline South 79 degrees 32 minutes 23 seconds West 251.95 feet to intersect the Northeasterly side of Tree Top Drive as shown on the firstly hereinmentioned plat;thence binding along said Northeasterly side of Tree Top Drive the following three courses and distances: (1) by a curve to the left having a radius of 410.00 feet for an arc distance of 43.24 feet and a chord of North 60 degrees 07 minutes 29 seconds West 43.22 feet (2) North 63 degrees 08 minutes 45 seconds West 120.84 feet and (3) by a curve to the right having a radius of 387.50 feet for an distance of 182.79 feet and a chord of North 49 degrees

FAIR LANES PROPERTIES,INC.
DESCRIPTION OF PROPERTY AT U.S. ROUTE 40
AND TREE TOP DRIVE,EDGEWATER VILLAGE
ELECTION DISTRICT NO.1,HARFORD COUNTY,MARYLAND.

---

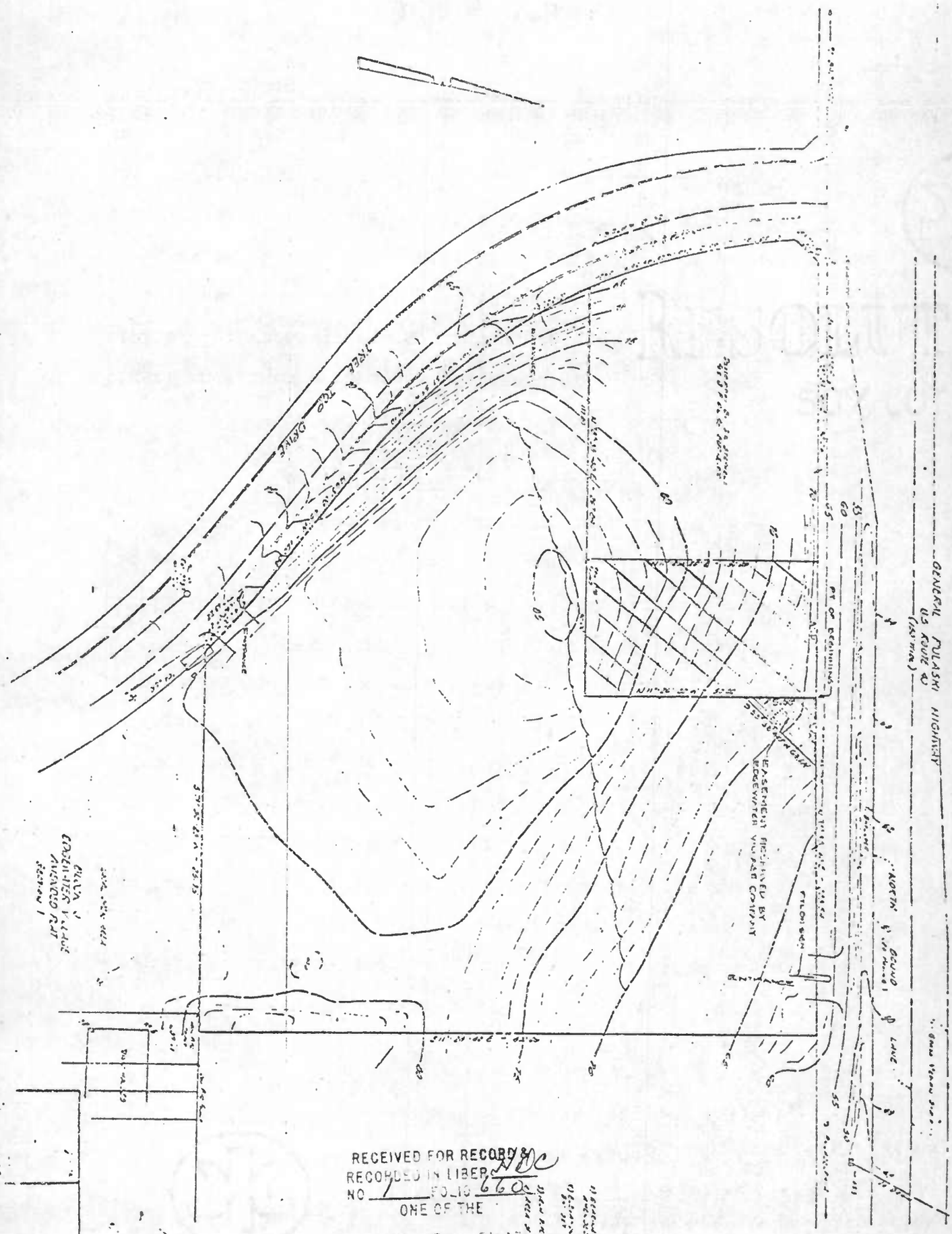
37 minutes 59 seconds West 181.10 feet to an iron pipe now set;thence leaving Tree Top Drive and running by a line parallel to and 150.00 feet distant,measured at right angles from the Southeasterly right of way line of U.S. Route 40,North 78 degrees 33 minutes 40 seconds East 267.84 feet to an iron pipe;thence running North 11 degrees 26 minutes 20 seconds West 150.00 feet to the point of beginning;containing 2.980 acres more or less.

BEING part of land which by the hereinmentioned Deed dated April 17,1970 and recorded in Liber 842,page 160,was conveyed by C.Gordon Gilbert and wife to Edgewater Village Company.

4/10/1972

STATE OF MARYLAND
ALEXANDER PETER KATYCH
No. 3633
REGISTERED
LAND SURVEYOR

Alexander P. Katych
4/10/72



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H. DOUGLAS CHILCOAT,
CLERK

EXHIBIT 6

GMK:ivf 8/7/75 3818-49775

GREATER BEL AIR INVESTMENTS

LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

AUG 22-75 A 22611 *****17.50

THIS CERTIFICATE OF LIMITED PARTNERHSIP of GREATER BEL AIR INVESTMENTS, a Limited Partnership, executed this 20TH day of AUGUST, 1975, by and among Richard D. Poteet as General Partner and Stewart J. Greenebaum, Nicholas B. Mangione and Alan Perlstein, as Limited Partners.

WHEREAS, the parties hereto desire to organize and form Greater Bel Air Investments Limited Partnership under the Uniform Limited Partnership Act as set forth in Article 73 of the Annotated Code of Maryland, for the purpose of acquiring certain parcels of land located in Bel Air, Harford County, Maryland, as described in Exhibit A attached hereto (hereinafter referred to as the "Premises").

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the parties hereby make the following Certificate:

1. The name of the partnership shall be --

GREATER BEL AIR INVESTMENTS
LIMITED PARTNERSHIP

2. The character of the business shall be to engage only in the business of investing in and the development of the Premises and contiguous parcels. In furtherance of such business, the Partnership may acquire such real property and interests in real property and may own, hold, improve, lease and manage such real property so acquired, and may erect or cause to be erected a commercial project on such property and may manage, operate, lease, rebuild, engage, alter, improve or demolish and rebuild the same.

3. The location of the principal place of business of the partnership shall be at 680 Towne Center Drive, Joppa, Maryland 21085.

4. The name and place of residence of each General Partner are as follows:

Name	Residence
Richard R. Poteet	Route 2, Box 558 Street, Maryland 21154

The name and place of residence of each Limited Partner are as follows:

Name	Residence
Stewart J. Greenebaum	12 Windsong Court Baltimore, Maryland 21208
Nicholas B. Mangione	3902 White Avenue Baltimore, Maryland 21234
Alan Perlstein	7 Slade Avenue Baltimore, Maryland 21208

5. The term for which the Partnership is to exist is from , 1975 to December 31, 2025, and thereafter from year to year unless sooner terminated in accordance with the Limited Partnership Agreement.

6. The initial capital contributions to this Partnership shall be as follows:

General Partner	Amount
Richard D. Poteet	$ 1,000
Limited Partners	
Stewart J. Greenebaum	$ 1,000
Nicholas B. Mangione	$ 1,000
Alan Perlstein	$ 1,000
	$ 4,000

7. Each partner agrees to contribute additional capital to the Partnership as required by it up to a maximum of Six Thousand Dollars ($6,000) per partner.

8. There is no agreement concerning the return of the contributions of a Limited Partner prior to dissolution.

9. The net profits or net losses of the Partnership shall be distributable, or chargeable, as the case may be, to the Partners in the following proportions:

General Partner	Percentage
Richard D. Poteet	25%
Limited Partners	**Percentage**
Stewart J. Greenebaum	25%
Nicholas B. Mangione	25%
Alan Perlstein	25%

10. No Limited Partner has any right to substitute an assignee as contributor in such partner's place without the written consent of the General Partner.

11. There is no right to admit any additional Limited Partners, except as provided in paragraph 10 above.

12. No Limited Partner has priority over any other Limited Partner as to contributions or as to compensation by way of income.

13. On the death or incapacity of the General Partner, the Limited Partners may continue the business of the Partnership by designating a substitute General Partner.

14. No Limited Partner shall have any right to demand or receive property other than cash in return for his contribution.

Each Limited Partner hereby makes, constitutes and appoints the General Partner, with full power of substitution, his true and lawful attorney-in-fact for him and in his name, place and stead and for his use and benefit, to sign, acknowledge, file and/or record any one or more certificates of limited partnership, amendments or cancellations thereof, necessary or appropriate to effectuate the

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purposes of this partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate as of the day and year first above written.

WITNESS:

Eugene Hettema

(SEAL)
Richard D. Poteet
General Partner

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY That on this 20 day of 1975, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Richard D. Poteet, General Partner of Greater Bel Air Investments Limited Partnership, and acknowledged the foregoing Certificate of Limited Partnership to be his act and deed.

AS WITNESS my hand and Notarial Seal.

Eugene Hettema
Notary Public

My Commission Expires: 7/1/78

LIBER 1 PAGE 673

EXHIBIT A

GREATER BEL AIR INVESTMENTS LIMITED PARTNERSHIP

SCHEDULE OF PROPERTIES

1. 110-114 South Main Street

2. 116 South Main Street

3. 119 South Bond Street

It is also contemplated that the Partnership will at a later date acquire additional contiguous parcels, such as 23 Courtland Street, and certain additional lots on Bond Street.

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H. DOUGLAS CHILCOAT,
CLERK

RTMcL/mh
8/26/75
C-9646

OCT -7-75 B 427068 *****14.50

THIS SECOND SUPPLEMENTARY AGREEMENT, made this 4 day of September, 1975, by and between DAVID S. CORDISH, General Partner, JOHN O. SIMONS, General Partner, DAVID S. CORDISH and PENELOPE CORDISH, his wife, as tenants by the entireties, JOHN O. SIMONS and MARY E. SIMONS, Limited Partners, WITNESSETH:

WHEREAS, John O. Simons and Mary E. Simons, his wife, owned as tenants by the entireties and as limited partners a thirty-six percent interest in the limited partnership known as Edgewater Partnership, hereinafter referred to as the "Partnership," and

WHEREAS, John O. Simons and Mary E. Simons have recently divided such thirty-six percent interest so that they no longer own same as tenants by the entireties, but rather John O. Simons now owns seventeen percent in his own name and Mary E. Simons owns nineteen percent in her own name.

NOW, THEREFORE, in consideration of the premises and in order to reflect the aforesaid change in ownership, the parties hereto agree to amend the Edgewater Partnership, a limited partnership, as follows:

As of the date of this Agreement, the ownership in Edgewater Partnership is now constituted as follows:

David S. Cordish, as General Partner	2 1/2%
John O. Simons, as General Partner	1 1/2%
David S. Cordish and Penelope Cordish, his wife, as tenants by the entireties, as Limited Partners	60 %
John O. Simons, as Limited Partner	17 %
Mary E. Simons, as Limited Partner	19 %

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their respective signatures all on the day and year first above written.

Ret. to:

ROYSTON, MUELLER & McLEAN
SUITE 600
102 W. PENNA. AVE.
TOWSON, MD. 21204
823-1800

WITNESS:

_____ _____ (SEAL)
DAVID S. CORDISH, General Partner

_____ _____ (SEAL)
JOHN O. SIMONS, General Partner

_____ _____ (SEAL)
DAVID S. CORDISH

_____ Penelope Cordish (SEAL)
PENELOPE CORDISH, his wife,
Tenants by the Entireties as
Limited Partners

_____ _____ (SEAL)
JOHN O. SIMONS, Limited Partner

_____ Mary E. Simons (SEAL)
MARY E. SIMONS, Limited Partner

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of September, 1975, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared DAVID S. CORDISH and DAVID S. CORDISH and PENELOPE CORDISH, his wife, as tenants by the entireties, who jointly and severally made oath in due form of law that they executed the foregoing SECOND SUPPLEMENTARY AGREEMENT for the purposes contained therein.

AS WITNESS my hand and Notarial Seal.

Gloria M. Foye
Notary Public
My commission expires July 1, 1978

ROYSTON, MUELLER
& McLEAN
SUITE 600
102 W. PENNA. AVE.
TOWSON, MD. 21204
823-1800

STATE OF MARYLAND, COUNTY OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 4th day of September, 1975, before me, the subscriber, a Notary Public in and for the State of Maryland, personally appeared JOHN O. SIMONS, general partner, and JOHN O. SIMONS, limited partner, and MARY E. SIMONS, limited partner, who jointly and severally made oath in due form of law that they executed the foregoing SECOND SUPPLEMENTARY AGREEMENT for the purposes contained therein.

AS WITNESS my hand and Notarial Seal.

Gloria M. Toye

Notary Public
My commission expires July 1, 1978

GLORIA M. TOYE NOTARY PUBLIC BALTIMORE COUNTY, MD.

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ROYSTON, MUELLER & McLEAN
SUITE 600
102 W. PENNA. AVE.
TOWSON, MD. 21204
823-1800

Mailed to: Alvin M. Lapidus, 2505 Blaustein Bldg, Balto

CERTIFICATE OF LIMITED PARTNERSHIP

BELAIR-TOLLGATE PARTNERSHIP

OCT 14-75 B #28406 *****15.00

THE UNDERSIGNED, having formed a Limited Partnership pursuant to the provisions of the Maryland Uniform Limited Partnership Act of April 10, 1918 by the filing of a Certificate of Limited Partnership among the records of the Office of the Clerk of the Circuit Court for Baltimore City hereby certify as follows:

I. The name of Partnership is Belair-Tollgate Partnership.

II. The business of the Partnership is of an investment nature. In furtherance of such purposes, the Partnership may improve, reconstruct, alter, lease, operate, manage, encumber (by mortgage, deed of trust or other form or method of financing or refinancing) or otherwise deal with the property, additions to the same and improvements constructed or to be constructed thereon. The foregoing powers and purposes shall also apply to personal property acquired by the Partnership in connection with its business.

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III. The principal office of the Partnership shall be located at Suite 2505, Blaustein Building, Baltimore, Maryland 21201, or at such other location as may be determined by the Partners.

IV. (a) The name and address of the General Partner is:

ALVIN M. LAPIDUS
Suite 2505 Blaustein Building
Baltimore, Maryland 21201

(b) The names and addresses of the Limited Partners are:

ALVIN M. LAPIDUS
Suite 2505
Blaustein Building
Baltimore, Maryland 21201

BMD, INC.
Suite 2505
Blaustein Building
Baltimore, Maryland 21201

LEONARD K. COHEN
Suite 2505
Blaustein Building
Baltimore, Maryland 21201

V. The term for which the Partnership shall exist shall be

from October 5, 1972 until October 4, 2002 unless sooner terminated by: (a) The sale or other disposition of all or substantially all of the Partnership property; or

(b) The consent of the General Partner and the unanimous consent of the Limited Partners.

VI. Each Limited Partner shall contribute in cash as initial contribution to the capital of the Partnership the following:

Alvin M. Lapidus	$1,500.00
BMD, Inc.	1,666.66
Leonard K. Cohen	1,666.66

In addition thereto, each Limited Partner is liable, as personal guarantor, for the repayment of one-third of the outstanding principal balance due under a Deed of Trust between Belair-Tollgate Partnership and American National Bank of Maryland, dated October 5, 1972 and recorded among the Land Records of Harford County.

VII. No additional contribution to the capital of the Partnership shall be made by any of the Limited Partners.

VIII. The share of the profits or other compensation by way of income (participation percentage) of each Limited Partner shall be as follows:

Alvin M. Lapidus	30 %
BMD, Inc.	33-1/3%
Leonard K. Cohen	33-1/3%

IX. A Limited Partner may substitute an assignee as contributor in his place, provided such assignee is a member of his immediate family, which shall mean such Partner's spouse, parents, children, grandchildren, sisters, brothers, or a trust for the exclusive benefit of any one or more persons so related to assignor.

X. None of the Partners shall have the right to admit additional Limited Partners.

XI. No Limited Partner is given a right to priority over other Limited Partners as to contributions or as to compensation by way

of income, except as to advances by way of loans in accordance with Paragraphs VI and VII.

XII. The remaining General Partner may continue the business on the death, retirement, withdrawal, dissolution or insanity of a General Partner.

XIII. No Limited Partner may demand and receive property other than cash in return for his contribution.

ATTEST:

Martha Abrodes — Alvin M. Lapidus
ALVIN M. LAPIDUS

WITNESS: LIMITED PARTNERS:

Martha Abrodes — Alvin M. Lapidus (SEAL)
ALVIN M. LAPIDUS

Martha Abrodes — BMD, INC.

BY: [signature] (SEAL)
President

B. M. D., INC. INCORPORATED 1972 MARYLAND

ATTEST:

Martha Abrodes — Leonard K. Cohen (SEAL)
LEONARD K. COHEN

STATE OF MARYLAND, County OF BALTIMORE, to wit:

I HEREBY CERTIFY, that on this 5th day of October, 197_, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared ERWIN L. GREENBERG, who acknowledged himself to be the President of BMD, INC., a body corporate, and he, as such President, being authorized so to do, executed the within instrument for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Dolores C. Giardina
Notary Public

DOLORES C. GIARDINA NOTARY PUBLIC Baltimore Co., Md.

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 5th day of October, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared ALVIN M. LAPIDUS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Martha A Sanders
Notary Public

MARTHA A SANDERS NOTARY PUBLIC Baltimore, Md.

STATE OF MARYLAND, City OF BALTIMORE, to wit:

I HEREBY CERTIFY that on this 5th day of October, 1972, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore aforesaid, personally appeared LEONARD K. COHEN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Martha A Sanders
Notary Public

MARTHA A SANDERS NOTARY PUBLIC Baltimore, Md.

Rec'd for record 10/14 1975 at 2:02 P.M.
Same day recorded & examined, per
H. Douglas Chilcoat, Clerk

REC'D FOR RECORD OCT 5 1972 12:25 P.M. & RECORDED IN THE PARTNERSHIP RECORDS OF BALTIMORE CITY, R.H.B. 10 PAGE 675 ROBERT H. BOUSE, CLERK

CERTIFICATE OF AKMANS' LIMITED PARTNERSHIP

WE, the undersigned partners, having formed a Limited Partnership pursuant to the laws of the Commonwealth of Virginia, and having executed the Partnership Agreement hereinafter described, HEREBY CERTIFY THAT:

I. The name of the Partnership is "AKMANS' LIMITED PARTNERSHIP".

II. The business of the Partnership shall be acquisition of parcels of real estate whether the same be improved or unimproved, and to develop, lease, hold, maintain and operate such real estate. The initial acquisitions of real estate by the Limited Partnership are:

(a) that parcel of real estate and its improvements (hereinafter referred to as "subject real estate") near Maryland State Route #152, in the Third Election District of Harford County, Maryland, fronting for a distance of approximately 225 feet on the general northerly side of U.S. Route #1, and extending therefrom to an uneven depth for a distance of approximately 382 feet on its general easterly side and a distance of approximately 500 feet on its general westerly side, containing 2.28 acres more or less.

(b) that parcel of real estate and its improvements containing 122,226 square feet and its improvements, (which consist of a one-story building [formerly occupied by Grand Union] containing approximately 25,400 square feet) (hereinafter referred to as the "subject property"), located on Route 50, City of Fairfax (Kamp Washington), Commonwealth of Virginia, and the legal description being: Map 57-1 [(2)], Lot 44, City of Fairfax, Virginia, a division of C. W. Michaels property, Parcel E.

III. The principal place of business of the Limited Partnership shall be at 12116 Conway Road, Beltsville, Maryland, 20705. The General Partners are authorized from time to time to designate other principal places of business.

IV. The name and place of residence of the General Partners and the limited partners are indicated on Exhibit "A" attached hereto.

V. The term of the Limited Partnership shall commence upon the date of the execution of this Agreement, and it shall continue until December 31, 2009, unless terminated earlier in accordance with the provisions of the AKMANS' LIMITED PARTNERSHIP AGREEMENT, executed contemporaneous with the date of this Agreement, (hereinafter referred to as "Agreement").

VI. The amount of cash and property to be contributed by each limited partner is indicated on Exhibit "A" attached hereto.

VII. There is no agreement requiring the limited partners to make additional contributions beyond those shown on the annexed Exhibit "A".

VIII. The contribution of any limited partner, properly adjusted to reflect prior distributions by the Partnership to him, is to be returned to him upon the termination of the Partnership provided the assets of the Partnership are then sufficient to cover all of its liabilities.

IX. (a) For each of the first five (5) years of the Limited Partnership, the profits to which each partner shall be entitled shall be in the ratio of his capital account bears to all the capital accounts of all the partners adjusted however to reflect liabilities of the General Partners. The adjustments are set forth in Article 11 of the Agreement.

(b) After the fifth (5th) year of the Limited Partnership, the share of profits which each partner shall receive by reason of his contribution, shall be the same percentage of the net profits of the Partnership as the percentage of the Partnership interest shows opposite such partner's name on the annexed Exhibit "A".

X. The Partnership interest of each limited partner shall be assignable, but only after the said limited partner has received a written offer to purchase his interest and only after the limited partner has received a written offer to purchase his interest and only after the limited partner desiring to sell has offered his interest for sale to the Partnership and other partners in accordance with and as set forth in Paragraph 14 of the Agreement. In the event of an assignment, the assignee may be substituted as a limited partner in place of the assigning limited partner upon payment to the Partnership of a fee of ONE HUNDRED DOLLARS ($100.00) to cover the costs of preparation, execution and recordation of an Amendment to the Certificate. Each of the partners does hereby appoint JULIUS AKMAN and FRANK AKMAN, or either of them, as the true and lawful attorney or attorneys-in-fact for him, in his name and in his behalf, to sign, certify under oath and acknowledge any and every amendment and to execute whatever further instruments may be required to effect the substitution of a limited partner.

Notwithstanding the foregoing, a limited partner shall be entitled intervivos or by Will and with or without consideration to transfer and assign his Limited Partnership interest to his or her spouse, parent, decendent or spouse of a decendent or to a trust wherein any of the foregoing are beneficiaries.

XI. There is no provision authorizing the admission of a new limited partner other than through assignment in accordance with Paragraph X hereinabove.

XII. There is no provision authorizing a priority of any limited partner over any other limited partner with respect to contributions or with respect to compensation by way of income.

XIII. No partner shall have the right to continue the Partnership and its business on the death, insanity or bankruptcy of any General Partner except insofar as may be necessary to the liquidation and winding up of the affairs of the Partnership; provided, however, in the event of the death of a General Partner, those partners then remaining who own seventy (70%) percent of the Partnership per Exhibit "A", as it may from time to time be amended, may elect to continue without interruption the Limited Partnership; provided, further, in the event of the insanity or bankruptcy of a General Partner, all the partners then remaining may elect to continue without interruption the Limited Partnership.

XIV. No limited partner shall have any right to demand and receive property in lieu of cash, in return for his contribution as adjusted.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 21 day of October, 1975.

AKMANS' LIMITED PARTNERSHIP

SIGNATURE PAGE AND EXHIBIT "A"

NAME AND ADDRESS	PERCENTAGE OF INTEREST	CONTRIBUTION	SIGNATURE
GENERAL PARTNERS			
JULIUS AKMAN 10401 Grosvenor Place Rockville, Maryland, 20852	10.00%		
FRANK AKMAN 9426 Weaver Street Silver Spring, Maryland, 20910	10.00%		
LIMITED PARTNERS			
JULIUS AKMAN 10401 Grosvenor Place Rockville, Maryland, 20852	20.00%		
ANNE K. AKMAN 10401 Grosvenor Place Rockville, Maryland, 20852	20.00%		Anne K. Akman
FRANK AKMAN 9426 Weaver Street Silver Spring, Maryland, 20910	20.00%		
MINETTE R. AKMAN 9426 Weaver Street Silver Spring, Maryland, 20910	20.00%		Minette R. Akman

LIBER 1 PAGE 685

LIBER 988 PAGE 240

LIBER 1 PAGE 686

STATE OF MARYLAND

COUNTY OF MONTGOMERY ss:

I, MORTON A. FALLER, a Notary Public in and for the State and County aforesaid, do hereby certify that JULIUS AKMAN, FRANK AKMAN, ANNE K. AKMAN and MINETTE R. AKMAN, personally appeared before me in said State and County, and being by me first duly sworn, did depose and say that they are parties to the foregoing CERTIFICATE OF LIMITED PARTNERSHIP attached hereto, and that the facts set forth in said Certificate are true and correct and they acknowledged to me that they executed the said Certificate as their free act and deed.

SUBSCRIBED AND SWORN TO before me this 21 day of OCTOBER, 1975.

Morton A. Faller

Notary Public

My Commission Expires:

MORTON A. FALLER * NOTARY PUBLIC * MONTGOMERY COUNTY, MD.

DEC 18-75 B #25850 ****19.50

RECD & RECORDED HDC

NO 988 FOLIO 237

DEC 18 4 08 PM '75

HARFORD CO.
H. DOUGLAS CHILCOAT
CLERK

Rec'd for record 12/18 1975 at 4:08 P.M.
Same day recorded & examined, per
H. Douglas Chilcoat, Clerk

LIBER 988 PAGE 241

CERTIFICATE OF LIMITED PARTNERSHIP

CHRISTINA LIMITED PARTNERSHIP

THE UNDERSIGNED, desiring to form a Limited Partnership, pursuant to the provisions of the Maryland Uniform Limited Partnership Act certify as follows:

I. The name of the Partnership is CHRISTINA LIMITED PARTNERSHIP.

II. The character of the business of the Partnership is:

(a) To acquire for investment a tract of land of approximately 23.17 acres located at The Northside of Churchville Road (Md. Rte. 22), West of Campus Hills Drive, Harford County, Maryland, and to improve same (see Exhibit B hereto).

(b) To own, operate, rent, manage, sell or otherwise dispose of any part or all of such property and do all things necessary or convenient to effectuate the ownership and the operation of said improvements, and the utilization and realization upon all or any part of such real estate and all personal property related thereto.

III. The location of the principal place of business of the Partnership is c/o Developers General Corp., 1900 York Road, Lutherville, Maryland 21903.

IV. (a) The names and addresses of the General Partner(s) are:

Commercial & Industrial Properties, Inc.
1900 York Road
Lutherville, Maryland 21093

(b) The names and addresses of the Limited Partner(s) are:

See Exhibit A attached hereto

V. The term for which the Partnership shall exist shall be from the date of filing this certificate until December 31, 2024, unless sooner terminated by:

(a) The disposition of all the property, real and personal, owned by the Partnership; or

(b) The sole remaining General Partner either dying, withdrawing, being dissolved, or being adjudicated insane or bankrupt; or

(c) The election by 75% of the interests in the Partnership to dissolve and terminate the Partnership.

VI. The Limited Partner(s) shall contribute:

Limited Partner(s)	Initial Capital Contribution
See Exhibit A	$800 (See Exhibit A)

VII. No additional capital contributions shall be made by the Limited Partner(s). Contributions in property may consist of such property as may be acceptable to the General Partner(s) at a value to be determined by the General Partner(s). If installment payments of capital contributions apply, see Exhibit C.

VIII. No time has been agreed upon for the return of a contribution to a Limited Partner save and except that capital may be returned to the Partners in the form of net cash receipts distributed to them. A Limited Partner may not demand the return of (its) (his) contribution, notwithstanding the dissolution of the Partnership or notice to the General Partner(s), until the earlier of the action of the General Partner(s) returning said contribution or December 31, 2024, and said return of said contribution may be in the form of property (in kind) or cash, or both.

IX. The share of the profits or other compensation by way of income (participation percentage) of the Limited Partner(s) shall be as follows:

Limited Partner(s)	Percentage Participation
See Exhibit A	80% (See Exhibit A)

BOOK 1 PAGE 690

X. The Limited Partner(s) shall have the right to assign, encumber or otherwise dispose of their interests in the Partnership, subject to the required notice and the consent of the General Partner(s) as set forth in the Partnership Agreement.

XI. The General Partner(s) do have the right to admit additional Limited Partner(s).

XII. No Limited Partner has any priority, as among other Limited Partners, as to contributions or as to compensation by way of income.

XIII. The remaining General Partner(s), if any, may continue the business of the Partnership on the death, retirement, withdrawal, dissolution or insanity of another General Partner, all as provided in the Partnerhip Agreement.

XIV. No right is given any Limited Partner or the Limited Partner(s) to demand and receive property other than cash in return for its or their contribution(s) but the General Partner(s), in their sole discretion, may distribute property (in kind) or cash, or both to the Limited Partner(s).

LIBER 957 PAGE 508

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the 23rd day of August, 1974.

Attest:

Secretary
Randall C. White
(SEAL)

GENERAL PARTNER(S)

COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By

George W. White, Jr.
President

LIMITED PARTNER(S)

See Exhibit A

STATE OF MARYLAND :

ss

COUNTY OF BALTIMORE :

On the 23rd day of August, 1974, before me, the undersigned officer, personally appeared George W. White, Jr. and Randall C. White who acknowledged themselves to be, respectively, the President and the Secretary of COMMERCIAL & INDUSTRIAL PROPERTIES, INC. and who executed the foregoing document for the purpose therein contained by signing the same for and on behalf of COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dorothy H. Fankhanel

Notary Public

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

CHRISTINA LIMITED PARTNERSHIP

EXHIBIT A

LIMITED PARTNER(S)

Name and Address	Capital Contribution	Percentage Participation	Class Designation
Commercial and Industrial Properties, Inc. 1900 York Road Lutherville, Maryland 21093	$795 (If said capital contribution is to be paid in installments, see Exhibit C attached hereto)	79.5 % (but subject to Sections 6,7,11,12 & 17 of the Partnership Agreement)	Limited Partner

The undersigned, as Limited Partner investor, acknowledges receipt of: (1) the Limited Partnership Agreement and Exhibits; (2) the Certificate of Limited Partnership; (3) the Limited Partnership's Power of Attorney and (4) the Investment Description (and projections, if any). The undersigned further acknowledges that he is what is commonly referred to as a "sophisticated" investor, having either participated in Limited Partnerships of the type here involved or having become acquainted with the same and represents and warrants that he participates in this Limited Partnership based upon professional (legal and/or accounting and/or investment) advice rendered to him by his own professional advisors. The undersigned acknowledges that he has or his professional advisors have performed the "due diligence" required of him by the Investment Description References herein to "Partnership" mean this operating Partnership (the entity into which this Partnership shall invest) as well as this Partnership.

The undersigned further acknowledges that if he received projections (tax, cash flow, operating, etc.), that he has been informed and understands that such schedules are projections only based upon assumptions which may not apply and that he may place reliance only upon the economic or tax aspects of the Partnership, its operations, and the investment, as have been determined by him or his professional advisor.

The undersigned further acknowledges that he has been advised that all financial data supplied to him, on an unaudited basis, represents only the best understanding of the General Partners as to the financial status of the Partnership and is not the equivalent to an audited financial statement under certificate of a certified public accountant. Additionally, the undersigned acknowledges that he has obtained or been advised that he may obtain the same information concerning the Partnership as would be found in a registration statement if the Partnership interests had been registered for sale to the public under the Securities Act of 1933; that he has inspected or has been advised that he is entitled to inspect the Partnership's books and other records and to verify for himself any statements made to him concerning the acquisition of a Limited Partnership interest in the Partnership; that he has met with or has been advised that he is entitled to meet with and question any and all personnel employed by the Partnership and Partners; that he has been advised that assumptions have been made in arriving at any tax results shown and that his professional advisor should make his own independent evaluations of the tax treatment to be afforded to the Partnership and its operations and that the undersigned's present knowledge of the Partnership and its affairs places him in a privileged relationship with the Partnership and the other Partners.

The undersigned represents that (1) this Limited Partnership interest is acquired for investment and not with a view to distribution or resale and (2) this interest shall not be subject to a security interest, pledge, hypothecation, or any other sale or transfer within the meaning of the Securities Act of 1933, as amended or other applicable securities laws for the specified period(s) of time, if any, prescribed by said laws (in Pennsylvania said specified period is 12 consecutive months from the date of purchase of said Limited Partnership interest). Thereafter, no such sale or transfer may be made unless such sale or transfer is covered by an effective registration statement of such Limited Partnership interest under the Act, or an opinion of counsel for the Partnership has been received that such registration is not required under the Act. The Limited Partner hereby acknowledges that he has a right to rescind his purchase by written notice to the Partnership, within two business days, after the date of this purchase.

The undersigned acknowledges that he has been advised that the Limited Partnership, and interests therein, may not ever be registered under the Securities Act of 1933, or other applicable securities laws, and that the Partnership is under no obligation to register the Partnership or interests therein or to assist the undersigned in registering his interest. Further, the undersigned has been advised that the Partnership interests may not be assigned or otherwise transferred without the written consent, had in advance of the General Partners.

DATE: August 23, 1974

ATTEST:

Randall C. White
Secretary

LIMITED PARTNER
COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By:
George W. White, Jr.
President

ATTEST:

Randall C. White
Secretary

GENERAL PARTNER
COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By:
George W. White
President

STATE OF MARYLAND :

ss

COUNTY OF BALTIMORE :

On the 23rd day of August , 1974, before me, the undersigned officer, personally appeared George W. White, Jr. and Randall C. White who acknowledged themselves to be, respectively, the President and the Secretary of COMMERCIAL & INDUSTRIAL PROPERTIES, INC. and who executed the foregoing document for the purposes therein contained by signing the same for and on behalf of COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

My Commission Expires:
July 1, 1978

Dorothy H. Fankhanel
Notary Public

CHRISTINA LIMITED PARTNERSHIP

EXHIBIT A

LIMITED PARTNER(S)

Name and Address	Capital Contribution	Percentage Participation	Class Designation
Daniel J. Loden 104 Croydon Road Baltimore, Maryland 21212	$5 (If said capital contribution is to be paid in installments, see Exhibit C attached hereto)	1/2 % (but subject to Sections 6,7,11,12 & 17 of the Partnership Agreement)	Limited Partner

The undersigned, as Limited Partner investor, acknowledges receipt of: (1) the Limited Partnership Agreement and Exhibits; (2) the Certificate of Limited Partnership; (3) the Limited Partnership's Power of Attorney and (4) the Investment Description (and projections, if any). The undersigned further acknowledges that he is what is commonly referred to as a "sophisticated" investor, having either participated in Limited Partnerships of the type here involved or having become acquainted with the same and represents and warrants that he participates in this Limited Partnership based upon professional (legal and/or accounting and/or investment) advice rendered to him by his own professional advisors. The undersigned acknowledges that he has or his professional advisors have performed the "due diligence" required of him by the Investment Description References herein to "Partnership" mean this operating Partnership (the entity into which this Partnership shall invest) as well as this Partnership.

The undersigned further acknowledges that if he received projections (tax, cash flow, operating, etc.), that he has been informed and understands that such schedules are projections only based upon assumptions which may not apply and that he may place reliance only upon the economic or tax aspects of the Partnership, its operations, and the investment, as have been determined by him or his professional advisor.

The undersigned further acknowledges that he has been advised that all financial data supplied to him, on an unaudited basis, represents only the best understanding of the General Partners as to the financial status of the Partnership and is not the equivalent to an audited financial statement under certificate of a certified public accountant. Additionally, the undersigned acknowledges that he has obtained or been advised that he may obtain the same information concerning the Partnership as would be found in a registration statement if the Partnership interests had been registered for sale to the public under the Securities Act of 1933; that he has inspected or has been advised that he is entitled to inspect the Partnership's books and other records and to verify for himself any statements made to him concerning the acquisition of a Limited Partnership interest in the Partnership; that he has met with or has been advised that he is entitled to meet with and question any and all personnel employed by the Partnership and Partners; that he has been advised that assumptions have been made in arriving at any tax results shown and that his professional advisor should make his own independent evaluations of the tax treatment to be afforded to the Partnership and its operations and that the undersigned's present knowledge of the Partnership and its affairs places him in a privileged relationship with the Partnership and the other Partners.

The undersigned represents that (1) this Limited Partnership interest is acquired for investment and not with a view to distribution or resale and (2) this interest shall not be subject to a security interest, pledge, hypothecation, or any other sale or transfer within the meaning of the Securities Act of 1933, as amended or other applicable securities laws for the specified period(s) of time, if any, prescribed by said laws (in Pennsylvania said specified period is 12 consecutive months from the date of purchase of said Limited Partnership interest). Thereafter, no such sale or transfer may be made unless such sale or transfer is covered by an effective registration statement of such Limited Partnership interest under the Act, or an opinion of counsel for the Partnership has been received that such registration is not required under the Act. The Limited Partner hereby acknowledges that he has a right to rescind his purchase by written notice to the Partnership, within two business days, after the date of this purchase.

The undersigned acknowledges that he has been advised that the Limited Partnership, and interests therein, may not ever be registered under the Securities Act of 1933, or other applicable securities laws, and that the Partnership is under no obligation to register the Partnership or interests therein or to assist the undersigned in registering his interest. Further, the undersigned has been advised that the Partnership interests may not be assigned or otherwise transferred without the written consent, had in advance of the General Partners.

DATE: August 23-1974

LIMITED PARTNER

ATTEST:

Randall C. White
Secretary

GENERAL PARTNER
COMMERCIAL & INDUSTRIAL PROPERTIES, INC.

By: George W. White, Jr.
President

STATE OF Maryland :
COUNTY OF Baltimore : ss

On the 23rd day of August, 1974, before me, the undersigned officer, personally appeared Daniel J. Loden, the person who executed the foregoing instrument for the purposes therein contained by signing the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires July 1, 1978

Notary Public

DOROTHY H. FANKHANEL NOTARY PUBLIC Baltimore Co., Md.

CHRISTINA LIMITED PARTNERSHIP

EXHIBIT B

DESCRIPTION

AUG 29-74 B #25517 *****37.00

Beginning for the same at a concrete monument heretofore set at the beginning of the 1st or North 05 degrees 54 minutes 10 seconds East 3946.06 foot line of that tract of land which by a Deed dated September 9, 1966, was conveyed by George C. Reeves, Jr. and Murie R. Reeves, his wife, to Northcliff, Inc., and recorded in the Land Records of Harford County in Liber G.R.G. No. 721 folio 547, and thence running with the 1st line of said conveyance, and with the lands of the Board of Trustees of Harford Community College, following course and distance, viz: North 05 degrees 54 minutes 10 seconds East 1204.20 feet to an iron pipe now set; thence leaving the said College lands and running through and across the lands of the above named grantor, for new lines of division, the five following courses and distances, viz: (1) South 79 degrees 18 minutes 49 seconds East 833.79 feet to a pipe now set; (2) South 10 degrees 41 minutes 11 seconds West 100.00 feet to a pipe now set; (3) South 79 degrees 18 minutes 49 seconds East 120.00 feet to a pipe now set; (4) North 10 degrees 41 minutes 11 seconds East 100.59 feet to a pipe now set; (5) South 80 degrees 35 minutes 49 seconds East 100.00 to a pipe now set on the Westerly side of a 70 foot right-of-way to be known as Campus Hills Drive; thence running with and binding on the Westerly side of said 70 foot right-of-way. (6) South 09 degrees 51 minutes 29 seconds West 577.21 feet. Thence leaving said 70 foot right-of-way for new lines of division, the four following courses and distances; (7) North 80 degrees 08 minutes 31 seconds West 310.00 feet; (8) South 09 degrees 51 minutes 29 seconds West 355.00 feet; (9) North 80 degrees 08 minutes 31 seconds West 16.23 feet; (10) South 10 degrees 41 minutes 11 seconds West 266.00 feet to a pipe set on the northerly side of a Maryland State Roads Commission right-of-way 80 feet wide known as Churchville Road (Maryland Route 22) and shown on State Roads Commission of Maryland Plat # 8413-4; thence running with and binding on part of the 26th and all of the 27th lines of the abovementioned conveyance from Reeves to Northcliff, and also on the said Churchville Road the following course and distance , viz: (11) North 79 degrees 18 minutes 49 seconds West 600.64 feet to the point of beginning, containing 23.066 acres of land, more or less. Subject to any and all slope easements as shown on State Roads Commission of Maryland Plat # 8413-4.

Being part of the land described in a deed dated September 9, 1966 from George C. Reeves, Jr. and Muriel R. Reeves, his wife to Northcliff, Inc., recorded among the land records of Harford County in Liber 721 folil 547.

RECEIVED FOR RECORD & RECORDED IN LIBER HK NO 957 FOLIO 505 ONE OF THE

AUG 29 4 03 PM '74

LAND RECORDS HARFORD CO. MD. & EXAMINED PER H. DOUGLAS CHILCOAT, CLERK