

LIBER 41 PAGE 601

AMENDED ARTICLES OF INCORPORATION

OF

EASTERN SHORE SHEET METAL & MILLWRIGHTS, INC.

Changing its name to

EAST COAST SHEET METAL & MILLWRIGHT, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND NOVEMBER 4, 1985 AT 10:27 O'CLOCK A. M. AS IN CONFORMITY  
Effective: 10/07/85, at 4:00 PM  
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2763, FOLIO 2862, OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION & CAPITALIZATION FEE PAID: \$ \_\_\_\_\_  
RECORDING FEE PAID: \$ 20.00  
SPECIAL FEE PAID: \$ \_\_\_\_\_

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY

drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*[Signature]*



A 189788

Received for Record April 10, 1986 and recorded in the  
Records of Wicomico County, Maryland in Liber A.J.S.  
Corp. 41, Folios 398-601.  
*[Signature]*

2763 2862

Ex. & Del. D.E.R. 4/23/86

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LIGER 41 PAGE 602

Corporate ID #D1995364

SALISBURY CHORAL SOCIETY, INC.

ARTICLES OF AMENDMENT

420

KNOW ALL MEN BY THESE PRESENTS: Salisbury Choral Society, Inc., a body corporate of the State of Maryland (hereinafter called the Corporation), hereby certifies to the State Department of Assessment and Taxation of the State of Maryland that:

FIRST: The Charter of the Corporation is hereby amended by deleting Paragraph THIRD (h) and by striking out Paragraphs SIXTH and SEVENTH of the Articles of Incorporation and inserting in lieu thereof the following and adding a new Paragraph EIGHTH and NINTH.

SIXTH: Said corporation/organization is organized exclusively for charitable, religious, educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

SEVENTH: No part of the net earnings of the corporation/organization shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the corporation/organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(c)(3) purposes.

No substantial part of the activities of the corporation/organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation/organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these articles, the corporation/organization shall not carry on any other activities not permitted to be carried on (a) by a corporation/organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law) or (b) by a corporation/organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code (or the corresponding provisions of any future United States Internal Revenue Law).

EIGHTH: Upon dissolution of the corporation/organization, the Board of Directors/Trustees shall, after paying or making provision for the payment of all of the liabilities of the corporation/organization, dispose of all of the assets of the corporation/organization exclusively for the purposes of the corporation/organization in such manner, or to

85-01-V-00

LAW OFFICES  
CULLEN, CLARK,  
INSLEY & HANSON  
132 E. MAIN ST.  
SALISBURY, MD. 21801

REC FEE 5.00  
TOTL 5.00  
9721CHK 5.00  
02 01986 4-10A10:45

53248154

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3.

such organization(s) organized and operated exclusively for charitable, educational, religious purposes as at the time shall qualify as an exempt organization(s) under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provisions of any United States Internal Revenue Law), as the Board of Directors/Trustees shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the County in which the principal office of the corporation/organization is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated exclusively for such purposes.

NINTH: However, if the named recipient is not then in existence or no longer a qualified distributee, or unwilling or unable to accept the distribution, then the assets of this corporation/organization shall be distributed to a fund, foundation or corporation organized and operated exclusively for the purposes specified in Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any further United States Internal Revenue Law).

SECOND: The Board of Directors of said corporation, at a meeting duly convened and held on November 10, 1985, adopted a resolution in which was set forth the foregoing amendment to this Charter, declared that the said amendments to the charter were advisable and directed that they be submitted for action thereon at a regular meeting of the membership of the corporation to be held on the 17th day of November, 1985.

THIRD: Notice setting forth the said amendment to the charter and stating that a purpose of the meeting of the membership would be to take action thereon, as required by law, was mailed to all members of the corporation entitled to vote thereon.

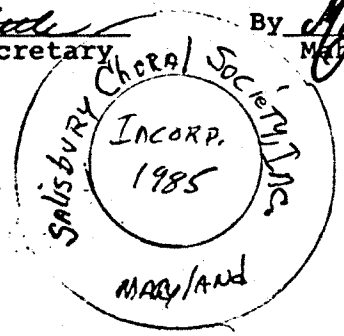
FOURTH: The amendment of the Charter of the corporation as herein set forth was approved by the membership of the corporation at said meeting by the affirmative vote of the voting members present and voting at said regular meeting.

FIFTH: The amendment of the Charter of the corporation as hereinabove set forth has been duly approved by the Board of Directors and approved by the voting members of the corporation.

IN WITNESS WHEREOF, Salisbury Choral Society, Inc. has caused these presents to be signed in its name and on its behalf by the President thereof and its corporate seal to be hereunto affixed and attested by its Secretary on the 18th day of November, 1985.

ATTEST: SALISBURY CHORAL SOCIETY, INC.  
*Joanne Little* By *Mabel L. Cullen*  
Joanne Little, Secretary Mabel L. Cullen, President

LAW OFFICES  
CULLEN, CLARK,  
INSLEY & HANSON  
132 E. MAIN ST.  
SALISBURY, MD. 21801

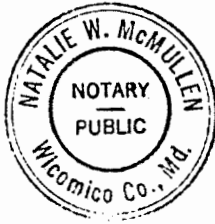


STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this 18th day of November, 1985, before me, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Mabel L. Cullen, President, Dana F. Woodman, Jr. and William F. Obier, Directors, and in the name and on behalf of said corporation acknowledged the foregoing Articles of Amendment to be the corporate act of said corporation and at the same time personally appeared Mabel L. Cullen and made oath in due form of law that she was chairman of the membership of said corporation at which the amendment of the Charter of the corporation therein set forth was approved and that the matters and facts set forth in said Articles of Amendment are true and correct to the best of her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.

*Natalie W. McMullen*  
Notary Public





LIBER 41 PAGE 605

ARTICLES OF AMENDMENT  
OF  
SALISBURY CHORAL SOCIETY, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND NOVEMBER 20, 1985 AT 10:58 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2763 . FOLIO 2633 . OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION &  
CAPITALIZATION FEE PAID:  
\$ \_\_\_\_\_

RECORDING FEE PAID:  
\$ 20.00 \_\_\_\_\_

SPECIAL FEE PAID:  
\$ \_\_\_\_\_

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY

drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*Richard W. Fisher*



A 189470

Received for Record *APR 10, 1986* and recorded in the  
Records of Wicomico County, Maryland in Liber A.J.S.  
No. *47*, Folios *602-605*.

*A. James Smith*

2763 2633

*Ex. & Rec. RICHARD CURRIEN 5/13/86*

LIBRO 04 | FOLIO 606

866464 STEAM KAT CORPORATION

ARTICLES OF AMENDMENT AND RESTATEMENT

90

Steam Kat Corporation, a Maryland corporation, having its principal office at 737 East Main Street, Salisbury, Maryland 21801 (hereinafter referred to as the "Corporation") hereby certifies to the State Department of Assessments and Taxation of Maryland (the "Department") that:

FIRST: The Corporation desires to amend and restate its Charter as currently in effect as hereinafter provided. The provisions set forth in these Articles of Amendment and Restatement are all the provisions of the Charter of the Corporation as currently in effect.

SECOND: The Charter of the Corporation is hereby amended to elect to be a close corporation.

THIRD: The Charter of the Corporation is hereby amended by striking in their entirety Articles FIRST through SEVENTH inclusive, and by substituting in lieu thereof the following:

FIRST: The name of the corporation (hereinafter the "Corporation") is

STEAM KAT CORPORATION

RECFEE \$ 00  
TOTL \$ 00  
2518CHK \$ 00  
02 01986 5-05 P 124

SECOND: The purposes for which the Corporation is formed are as follows:

(a) To engage in, own and operate a business associated with the removal, transportation and storage of hazardous waste materials.

(b) To carry on and conduct any other lawful business or businesses and to own, manage, buy, lease, sell and encumber property of every kind and description used or useful in connection herewith.

(c) To have and exercise any and all of the powers and authority conferred upon the Corporation by Maryland law except those (if any) limited, restricted or denied by the provisions of these Articles, or the By-Laws of the Corporation, or any agreement among its stockholders authorized by the provisions of Maryland law relating to close corporations.

THIRD: The post office address of the principal office of the Corporation in this State is 737 East Main Street, Salisbury, Maryland 21801. The resident agent of the Corporation is J. Andrew Phillips, Jr., whose address is

LAW OFFICES  
LONG, HUGHES, BAHEN  
DUVALL & DASHIELL  
124 EAST MAIN STREET  
SALISBURY, MARYLAND  
21801-0299

53228399

LIBRO 041 FOLIO 607

1705 Lower Millstone Lane, Salisbury, Maryland 21801. Said resident agent is a citizen of the State of Maryland and actually resides therein.

FOURTH: The total number of shares of stock which the Corporation has authority to issue is 10,000 shares of the par value of \$10.00 each, all of which shares are of one class and are designated common stock. The aggregate par value of all shares having par value is \$100,000.00.

FIFTH: The Corporation shall have no Board of Directors and the Corporation shall proceed under Section 4-303 of the Corporation and Associations Articles of the Annotated Code of Maryland.

SIXTH: By written informal action, unanimously taken by the Board of Directors of the Corporation, pursuant to and in accordance with Section 2-408(c) of the Corporations and Associations Article of the Annotated Code of Maryland, the Board of Directors of the Corporation duly advised the foregoing Articles of Amendment and Restatement, and by written informal action unanimously taken by the stockholders of the Corporation in accordance with Section 2-505 of the Corporations and Associations Article of the Annotated Code of Maryland, the stockholders of the Corporation duly approved said Articles of Amendment and Restatement.

IN WITNESS WHEREOF, Steam Kat Corporation has caused these presents to be signed in its name and on its behalf by its President and its corporate seal to be hereunder affixed and attested by its Secretary on this 17th day November, 1985, and its President acknowledges that these Articles of Amendment and Restatement are the act and deed of Steam Kat Corporation, and, under the penalties of perjury, that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST: STEAM KAT CORPORATION  
Cynthia B. Laws Assistant Secretary  
J. Andrew Phillips, Jr. (SEAL) President

LAW OFFICES  
LONG, HUGHES, BAHEN,  
DUVALL & DASHIELL  
124 EAST MAIN STREET  
SALISBURY, MARYLAND  
21801-0289

2763 2721

LIBERO 041 FOLIO 608

STATE OF MARYLAND, COUNTY OF WICOMICO

THIS IS TO CERTIFY, that on this 27th day of NOVEMBER, 1985, before me, the subscriber, a Notary Public for the State and County aforesaid, personally appeared J. Andrew Phillips, Jr., and acknowledge the foregoing Articles of Amendment and Restatement to be his act.

WITNESS my hand and notarial seal.

My commission expires:  
July 1, 1986

Cynthia L.  
Notary



LAW OFFICES  
LONG, HUGHES, BAHEN,  
DUVALL & DASHIELL  
124 EAST MAIN STREET  
SALISBURY, MARYLAND  
21801-0259

2763 2722

LIBER 0041 FOLIO 609

ARTICLES OF AMENDMENT AND RESTATEMENT  
OF  
STEAM KAT CORPORATION

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND NOVEMBER 18, 1985 AT 11:42 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2763 , FOLIO 2719 , OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION & CAPITALIZATION FEE PAID: \$ \_\_\_\_\_  
RECORDING FEE PAID: \$ 20.00  
SPECIAL FEE PAID: \$ \_\_\_\_\_

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY

drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*[Handwritten Signature]*



A 189732

Record MAY 5, 1986 and recorded in the  
CORP. Records of Wicomico County, Maryland in Liber A.J.S.  
No. 41, Folios 606-609.

*[Handwritten Signature]*

2763 2719

EX. & REV. J. ANDREW KEHINKES 1705 LOWER MILLSBORO LANE  
SANDS 5/13/86

LIBER 04 | FOLIO 610

866465

PK

FOURTH AMENDMENT TO CERTIFICATE OF  
LIMITED PARTNERSHIP  
OF DEER'S HEAD REALTY LIMITED PARTNERSHIP  
CERTIFICATE OF AMENDMENT

The undersigned desire to amend the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and states the following:

WHEREAS, the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership was filed with the Clerk of the Circuit Court for Wicomico County, Maryland, on December 31, 1980, and is recorded in the Corporate Records for Wicomico County, Maryland, in Liber A.J.S. No. 34, Folio 96, and that, subsequent thereto, a First, Second and Third Amendment to the Certificate of Limited Partnership have been filed with the Clerk of the Circuit Court for Wicomico County, Maryland; and,

WHEREAS, Section 10-1104 of the Corporations and Associations Article of the Annotated Code of Maryland provides that all existing limited partnership which have been formed under the provisions of the Maryland Uniform Limited Partnership Act shall be governed under the former Title 10 of the Corporations and Associations Article until July 1, 1985, at which time such limited partnerships shall be governed by the provisions of the Maryland Revised Uniform Limited Partnership Act; and,

WHEREAS, to avoid any confusion as to the effect of the current Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland, a Certificate of Amendment is being filed with the Department of Assessments and Taxation.

WHEREFORE, the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and the First, Second and

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P.A.  
121 East Market Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 749-1530

866465

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**LIBERO 04 | FOLIO 617**

Third Amendments to said Certificate are hereby further restated and/or amended, as follows:

A. The Certificate of Limited Partnership of Deer's Head Realty Limited Partnership dated December 31, 1980, and recorded among the Corporate Records of Wicomico County, Maryland, in Liber A.J.S. No. 34, Folio 96, a copy of which is attached hereto as Exhibit A and is incorporated herein as if more fully set forth.

B. That the First Amendment to Certificate of Limited Partnership of Deer's Head Realty Limited Partnership dated May 29, 1981, and recorded among the Corporate Records aforesaid in Liber A.J.S. No. 34, Folio 704, a copy of which is attached hereto as Exhibit B and is incorporated herein as if more fully set forth.

C. That the Second Amendment to Certificate of Limited Partnership of Deer's Head Realty Limited Partnership dated May 29, 1981, and recorded among the Corporate Records aforesaid in Liber A.J.S. No. 34, Folio 707, a copy of which is attached hereto as Exhibit C and is incorporated herein as if more fully set forth.

D. That the Third Amendment to Certificate of Limited Partnership of Deer's Head Realty Limited Partnership dated January 1, 1983, and recorded among the Corporate Records aforesaid in Liber A.J.S. No. 38, Folio 572, a copy of which is attached hereto as Exhibit D and is incorporated herein as if more fully set forth.

E. The Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and the First, Second and Third Amendments to the Certificate of Limited Partnership are hereby made a part hereof this filing and are amended and/or restated as follows:

- 1. The name of the limited partnership:

REC FEE 12.50  
TOTL 12.50  
2507CHK 12.50  
02 01986 5-05 P1:22  
2775 2294

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121 East Market Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 749-1530

## LIBERO 041 FOLIO 612

## DEER'S HEAD REALTY LIMITED PARTNERSHIP

2. The purposes for which the partnership is formed:

To hold, operate, own, buy, sell, manage, improve, lease, mortgage, encumber or in any way deal with real or personal property of any kind or description and to do any lawful act permitted under Maryland law.

3. The address of the principal office and the name and address of the resident agent:(i) Address of the principal office:

301 North Salisbury Boulevard  
Salisbury, Maryland 21801

(ii) Address of the resident agent:

Michael C. Weisner  
1710 Emerson Avenue  
Salisbury, Maryland 21801

4. The name and the home or business address of each partner:(i) General Partners:

Michael C. Weisner  
1710 Emerson Avenue  
Salisbury, Maryland 21801

Steven R. Shea  
1131 Greenpond Road  
Newfoundland, New Jersey 07435

Mary Weisner Houlihan  
19 Wakefield Avenue  
Port Washington, New York 11050

(ii) Limited Partners:

Mary Virginia Shea  
198 Mills Street  
Morristown, New Jersey 07960

Wayne M. Weisner  
14 South Court  
Port Washington, New York 11050

Thomas K. Shea  
198 Mills Street  
Morristown, New Jersey 07960

Kevin T. Shea  
35804 10th, S.W.  
Federal Way, Washington 98003

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EATON & WIDDOWSON,  
P.A.  
121 East Market Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 749-1530



LIBERO 041 FOLIO 613

Mary Shea Campo  
35 Logan Road  
Randolph, New Jersey 07869

Eugenia E. Weisner  
14 South Court  
Port Washington, New York 11050

Peter J. Weisner  
32 South 3rd Street  
Fulton, New York 13069

5. The amount of cash and a description and statement of the agreed value contributed by each limited partner and which each limited partner has agreed to contribute in the future:

(i) The limited partnership was formed on December 31, 1980, upon the liquidation of Deer's Head Realty Liquidating Trust. Each general and each limited partner contributed his percentage share as a beneficiary of the liquidating trust. The value agreed upon at the time was the share of the net book value of liquidating trust at the time of the transfer. Due to the amendments of the limited partnership and the sales of partners' interest to the limited partnership, the amount contributed is currently the following:

General Partners

Michael C. Weisner	\$ 11,453.75
Steven R. Shea	11,453.75
Mary Weisner Houlihan	11,453.75

Limited Partners

Mary Virginia Shea	\$ 25,770.80
Wayne M. Weisner	25,770.80
Thomas K. Shea	11,453.75
Kevin T. Shea	11,453.75
Mary Shea Campo	11,453.75
Eugenia E. Weisner	11,453.75
Peter J. Weisner	11,453.75

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P.A.  
121 East Market Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 749-1530

## LIBERO 041 FOLIO 614

(ii) No limited partner has agreed to contribute any additional funds in the future.

6. The times at which or events on the happening of which any additional contributions agreed to be made by each limited partner are to be made: NONE

7. Any power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest and the terms and conditions of the power: Paragraph 10 and Paragraph 11 of the Certificate of Limited Partnership set forth the right to substitute an assignee or contributor and the right to admit additional limited partners and are incorporated herein as if more fully set forth.

8. Any provisions required to be in the Certificate Under Sections 10-402 3 or 4 of the Corporations and Associations Article of The Annotated Code of Maryland and the time at which or the events on the happening of which a partner may withdraw from the limited partnership and the amount of or the method of determining the distribution which the partner may be entitled respecting his partnership interest and the terms and conditions of the withdrawal and distribution:

A. Death, Insanity or Bankruptcy of General Partner.

(a) The death, insanity or bankruptcy of a General Partner shall dissolve the partnership, unless within sixty (60) days thereafter, the remaining General Partners (or General Partner as the case may be), shall elect to continue the partnership business, which election shall be evidenced by notice being sent to the Limited Partners. In the event of such election, the partnership shall not be dissolved, but shall continue with the remaining General Partners (or General

**LIBERO 041 FOLIO 615**

Partner). In the event no such election is made, the partnership shall be dissolved or terminated.

(b) If the surviving General Partners (or General Partner) shall elect to continue the partnership, the withdrawing General Partner or his personal representative shall become a Limited Partner in the partnership with the same relative percentage interest as set forth in Paragraph 8 hereof.

(c) In the event of the death, insanity or bankruptcy of the last remaining General Partner, the partnership shall be dissolved, wound up and terminated over such period as may be reasonable under the circumstances. The Limited Partners shall have the right to select an individual who will be responsible for effecting the dissolution and termination of the partnership.

**B. Removal of Withdrawal of General Partner.**

(a) Upon the consent of the Limited Partners holding sixty-six percent (66%) of the interest in the partnership, an individual acting as a General Partner may be removed from that position. Written notice shall be given thirty (30) days in advance of any such removal.

(b) No General Partners shall have the right to retire or withdraw from the partnership, or to sell, exchange or otherwise dispose of his interest in the partnership, or pledge, cause a lien to be placed against, or encumber his interest in the partnership, without the unanimous consent of the Limited Partners.

(c) Upon the removal, retirement or withdrawal of a General Partner, the General Partner shall become a Limited Partner in the partnership with the same relative percentage interests as set forth in Paragraph 8 hereof.

LAW OFFICES  
EATON & WIDDOWSON,  
P.A.  
121 East Market Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 749-1830

C. Death, Insanity or Bankruptcy of Limited

Partner. The death, insanity or bankruptcy of a Limited Partner shall not dissolve the partnership nor terminate the partnership business. In the event of the death of said Limited Partner, the Personal Representatives of the deceased Limited Partner shall have all of the rights of a Limited Partner in the partnership to the extent of deceased's interest therein, subject to the terms and conditions of this agreement.

9. Any right of a partner to receive distributions of a property, including cash from the limited partnership: A partner has a right to receive proportionate distributions of property, including cash, in the sole discretion of the general partners.

10. Any right of a limited partner to receive or of a general partner to make distributions to a limited partner which include a return of all or any of the limited partners' contribution: A limited partner has the right to transfer his limited partnership interest, pursuant to paragraphs 10 and 11 of the Certificate of Limited Partnership set forth and incorporated herein, which may include a return of all or any part of the limited partner's contribution.

11. Any time at which or events upon the happening of which the limited partnership is to be dissolved and its affairs wound up:

A. The termination of the limited partnership shall be on December 31, 2030, unless terminated prior to that date by the unanimous consent of the general and limited partners.

B. In the event of the death, insanity or bankruptcy of all general partners, then the partnership shall be dissolved and wound up, which is explained more fully, as follows:

## LIBERO 041 FOLIO 617

(a) The death, insanity or bankruptcy of a General Partner shall dissolve the partnership, unless within sixty (60) days thereafter, the remaining General Partners (or General Partner as the case may be), shall elect to continue the partnership business, which election shall be evidenced by notice being sent to the Limited Partners. In the event of such election, the partnership shall not be dissolved, but shall continue with the remaining General Partners (or General Partner). In the event no such election is made, the partnership shall be dissolved or terminated.

(b) If the surviving General Partners (or General Partner) shall elect to continue the partnership, the withdrawing General Partner or his personal representative shall become a Limited Partner in the partnership with the same relative percentage interest as set forth in Paragraph 8 hereof.

(c) In the event of the death, insanity or bankruptcy of the last remaining General Partner, the partnership shall be dissolved, wound up and terminated over such period as may be reasonable under the circumstances. The Limited Partners shall have the right to select an individual who will be responsible for effecting the dissolution and termination of the partnership.

12. Any right of the remaining general partners to continue the partnership on the happening of an event of withdrawal of a general partner: The withdrawal of a general partner by death, insanity or bankruptcy shall dissolve the partnership unless the remaining general partners elect to continue the partnership business. In the event of the death, insanity or bankruptcy of all general partners, then the partnership shall be dissolved and wound up, which is explained more fully, as follows:

LAW OFFICES  
EATON & WIDDOWSON,  
P.A.  
121 East Market Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 749-1530

## LIBERO 041 FOLIO 618

(a) The death, insanity or bankruptcy of a General Partner shall dissolve the partnership, unless within sixty (60) days thereafter, the remaining General Partners (or General Partner as the case may be), shall elect to continue the partnership business, which election shall be evidenced by notice being sent to the Limited Partners. In the event of such election, the partnership shall not be dissolved, but shall continue with the remaining General Partners (or General Partner). In the event no such election is made, the partnership shall be dissolved or terminated.

(b) If the surviving General Partners (or General Partner) shall elect to continue the partnership, the withdrawing General Partner or his personal representative shall become a Limited Partner in the partnership with the same relative percentage interest as set forth in Paragraph 8 hereof.

(c) In the event of the death, insanity or bankruptcy of the last remaining General Partner, the partnership shall be dissolved, wound up and terminated over such period as may be reasonable under the circumstances. The Limited Partners shall have the right to select an individual who will be responsible for effecting the dissolution and termination of the partnership.

IN WITNESS WHEREOF, Michael C. Weisner, General Partner, has executed this Fourth Amendment to the Certificate of Limited Partnership this 26<sup>th</sup> day of December, 1985, and acknowledged this to be his act.

WITNESS:

Robert A. Eaton

Michael C. Weisner  
Michael C. Weisner, General Partner

LAW OFFICES  
EATON & WIDDOWSON,  
P.A.  
121 East Market Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 749-1530

EXHIBIT A LIBER 004 | FOLIO 619

LIBER 34 PAGE 96

## CERTIFICATE OF LIMITED PARTNERSHIP

OF

DEER'S HEAD REALTY LIMITED PARTNERSHIP

The undersigned, this 31<sup>st</sup> day of December, 1980, intend to form a Maryland limited partnership, filing a certificate, pursuant to Section 10-102 of the Corporations & Associations Article of the Annotated Code of Maryland, and state as follows:

1. Name of Limited Partnership: Deer's Head Realty Limited Partnership.
2. Character of Business: To hold, operate, own, buy, sell, manage, improve, lease, mortgage, encumber or in any way deal with real or personal property of any kind or description and to do any lawful act permitted under Maryland law.
3. Location of Principal Place of Business: 301 North Salisbury Boulevard, Salisbury, Maryland 21801.
4. Name and Place of Residence of Each Member:

(a) General Partners:

Michael C. Weisner /  
1710 Emerson Avenue  
Salisbury, Maryland 21801

Steven R. Shea /  
1131 Greenpond Road  
Newfoundland, New Jersey 07435

Mary Weisner Houlihan /  
445 East 14th Street  
Apartment 8D  
New York, New York 10009

(b) Limited Partners:

Mary Virginia Shea  
198 Mills Street  
Morristown, New Jersey 07960

Thomas K. Shea  
198 Mills Street  
Morristown, New Jersey 07960

Kevin T. Shea  
35804 Tenth S.W.  
Federal Way, Washington 98003

00'82\*\*\*\*\*011 022 8 08-14 330  
00'82\*\*\*\*\*11 02 \* 08-14 330

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Salisbury, Maryland  
21801  
Phone (301) 740-1800

LIBERO 041 FOLIO 620

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Thomas J. Shea  
198 Mills Street  
Morristown, New Jersey 07960

Vincent W. Shea  
198 Mills Street  
Morristown, New Jersey 07960

Mary Shea Campo  
28 Wharton Avenue  
Mine Hill, New Jersey 07801

William A. Shea  
198 Mills Street  
Morristown, New Jersey 07960

Wayne M. Weisner  
14 South Court  
Port Washington, New York 11050

Eugenia E. Weisner  
14 South Court  
Port Washington, New York 11050

Raymond A. Weisner  
1839 Newfield Avenue  
Stanford, Connecticut 06903

Anne C. Weisner  
14 South Court  
Port Washington, New York 11050

Patricia A. Weisner  
14 South Court  
Port Washington, New York 11050

William W. Weisner  
14 South Court  
Port Washington, New York 11050

Peter J. Weisner  
14 South Court  
Port Washington, New York 11050

5. Term: The term of the partnership shall begin December 31, 1980, and shall continue until December 31, 2030. The partnership may be terminated prior to the end of its term, only upon the unanimous consent of the General and Limited Partners.

6. Amount of Cash and Description of, and the Agreed Value of Property Contributed by Each General and Each Limited Partner: The limited partnership is formed upon the liquidation of Deer's Head Realty Liquidating Trust. Each General and each Limited Partner is contributing his percentage share as beneficiary

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Ballabury, Maryland  
21801  
Phone (301) 749-1550



of the liquidating trust. The value agreed upon is the percentage share of the net book value of the liquidating trust at the time of transfer:

(a) General Partners:

Michael C. Weisner	\$10,256.40
Steven R. Shea	10,256.40
Mary Weisner Houlihan	10,256.40

(b) Limited Partners:

Mary Virginia Shea	\$23,077.00
Wayne M. Weisner	23,077.00
Thomas K. Shea	10,256.40
Kevin T. Shea	10,256.40
Vincent W. Shea	10,256.40
Mary Shea Campo	10,256.40
William A. Shea	10,256.40
Thomas J. Shea	10,256.40
Eugenia E. Weisner	10,256.40
Raymond A. Weisner	10,256.40
Anne C. Weisner	10,256.40
Patricia A. Weisner	10,256.40
William W. Weisner	10,256.40
Peter J. Weisner	10,256.40

7. Additional Contributions by Limited Partners: None

8. Time Agreed Upon for the Return of Contribution of Limited Partner: None. No set time agreed upon.

9. Share of Profits or Other Income Which Each Limited Partner Shall Receive by Reason of His Contribution:

(a) General Partners:

Michael C. Weisner	5.1282
Steven R. Shea	5.1282
Mary Weisner Houlihan	5.1282

ROBERT A. EATON  
Attorney At Law  
116 East Main Street  
P.O. Box 41  
Salem, Maryland  
21801  
Phone (301) 740-1830

(b) Limited Partners:

Mary Virginia Shea	11.5385
Wayne M. Weisner	11.5385
Thomas K. Shea	5.1282
Kevin T. Shea	5.1282
Vincent W. Shea	5.1282
Mary Shea Campo	5.1282
William A. Shea	5.1282
Thomas J. Shea	5.1282
Eugenia E. Weisner	5.1282
Raymond A. Weisner	5.1282
Anne C. Weisner	5.1282
Patricia A. Weisner	5.1282
William W. Weisner	5.1282
Peter J. Weisner	5.1282

10. Right to Substitute an Assignee or Contributor:

(a) Permitted Transfer During Life. During the life of any Limited Partner, he or she may transfer all or any part of his or her partnership interests by gift, sale or other transfer, either in trust or outright, to or for the benefit of his or her spouse and/or any of his or her descendants including his or her stepchildren, and any descendant whose relationship to such Limited Partner is created by birth or adoption. Thereafter, the transferee shall become a Limited Partner with all of the interest, rights and duties previously held by the transferor.

(b) Prohibited Transfers During Life. Except as otherwise provided in Paragraph 10(a) above and this Paragraph (10b), during the life of a Limited Partner, he or she shall not sell, exchange, or otherwise dispose of, or pledge, cause a lien to be placed against, or encumber his or

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her partnership interests in any way. A Limited Partner shall not sell, or in any other way transfer his or her partnership interest during his or her lifetime, without first offering such interest for sale, first to the partnership, and secondly, to the other Limited Partners, by a writing, addressed and delivered to the principal office of the partnership and, to the address of the Limited Partners. The notice shall set forth the proposed sale price and terms of sale. Thereupon, the partnership shall have a period of thirty (30) days to notify the selling Limited Partner of its intention to purchase the interests offered for sale, pursuant to the terms of that offer. If the partnership elects not to purchase the selling Limited Partner's interests, then the other Limited Partners shall have a period of thirty (30) days thereafter to notify the selling Limited Partners of intention to purchase. If the interest is not purchased by the partnership or the other individual Limited Partners, then the Limited Partner selling his partnership interest and right, may sell said interest to any person whomsoever; provided, however, that said interest shall not be sold at a lower price or on more favorable terms than the price and terms set by the Limited Partner in accordance with this Paragraph without first re-offering said interest for purchase to the partnership, and secondly, to the individual other Limited Partners pursuant to this Paragraph. If the selling Limited Partner does not sell his partnership interest within a six (6) month period after notification to the partnership, and secondly, to the individual Limited Partners, he shall, thereafter not sell or in any way transfer such interests without first re-offering such interest for sale to the partnership in the manner set forth in this Paragraph.

ROBERT A. EATON  
 Attorney At Law  
 118 East Main Street  
 P.O. Box 41  
 Salisbury, Maryland  
 21801  
 Phone (201) 748-1530

(c) At Death of a Limited Partner. After the death of a Limited Partner, the decedent's estate, by its fiduciary (and the beneficiary and/or beneficiaries of the partnership interest and rights from the estate), shall become Limited Partners with all of the interest, rights and duties previously held by the decedent. In the event the estate or beneficiary and/or beneficiaries thereunder elect to sell or in any other way transfer the partnership interest and rights, the estate and/or beneficiaries must follow the offering procedure as prescribed by Paragraphs 10(a) and (b) above.

(d) In the event of any transfer of Limited Partnership interests pursuant to the above subparagraphs (a), (b) and (c), the General Partners shall undertake to file all necessary certificates to effect the admission of such substitute Limited Partner.

11. Right to Admit Additional Limited Partners: No right.

12. Right of One or More Limited Partner to Priority Over Other Limited Partners: None, other than some partners hold a higher percentage interest than others.

13. Right to Continue Business Upon Death, Retirement, Bankruptcy or Insanity of a General Partner:

(a) The death, insanity or bankruptcy of a General Partner shall dissolve the partnership, unless within sixty (60) days thereafter, the remaining General Partners (or General Partner, as the case may be), shall elect to continue the partnership business, which election shall be evidenced by notice being sent to the Limited Partners. In the event of such election, the partnership shall not be dissolved, but shall continue with the remaining General Partners (or General Partner). In the event no such election is made, the partnership shall be dissolved and terminated.

(b) If the surviving General Partners (or General Partner) shall elect to continue the partnership, the withdrawing General Partner or his personal representative shall become a Limited Partner in the partnership with the same relative percentage interest as set forth in Paragraph 9 hereof.

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Salisbury, Maryland  
21801  
Phone (301) 749-1830



LIBRO 0.4.1 FOLIO 626

LIBER 34 PAGE 103

WITNESS:

*James J. Weisner*  
*James J. Weisner*  
*James J. Weisner*  
*James J. Weisner*  
*James J. Weisner*  
*James J. Weisner*  
*James J. Weisner*

LIMITED PARTNERS (Continued):

*Thomas J. Shea*  
 Thomas J. Shea  
*Eugenia E. Weisner*  
 Eugenia E. Weisner  
*Raymond A. Weisner*  
 Raymond A. Weisner  
*Anne C. Weisner*  
 Anne C. Weisner  
*Patricia A. Weisner*  
 Patricia A. Weisner  
*William W. Weisner*  
 William W. Weisner  
*Peter J. Weisner*  
 Peter J. Weisner

Accepted for Record Dec. 31, 1980 and recorded in the  
 Records of Wicomico County, Maryland in Liber A.J.S.  
 No. 34, Folios 96-103.

ROBERT A. EATON  
 Attorney At Law  
 118 East Main Street  
 P.O. Box 41  
 Salisbury, Maryland  
 21801  
 Phone (301) 748-1800

*A. James Smith* Clerk

*E. & Del. Robert A. Eaton, atty. 1/20/81*

LIBER 34 PAGE 704

FIRST AMENDMENT TO  
 CERTIFICATE OF LIMITED PARTNERSHIP OF  
DEER'S HEAD REALTY LIMITED PARTNERSHIP

The undersigned, this 29<sup>th</sup> day of May, 1981, desires to amend the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and states the following:

WHEREAS, the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership was filed with the Clerk of the Circuit Court for Wicomico County, Maryland, on December 31, 1980, and is recorded in the Corporate Records for Wicomico County in Liber A.J.S. No. 34, Folio 96.

WHEREAS, Paragraph 6 of the Certificate of Limited Partnership provided that the contribution of each General and Limited Partner was the percentage share of each as beneficiary of Deer's Head Realty Liquidating Trust and the value agreed upon was the percentage share of net book value of the liquidating trust at the time of transfer.

WHEREAS, a more complete audit of the books and records of Deer's Head Realty Liquidating Trust has been accomplished and the percentage of net book value must be adjusted.

WHEREFORE, the Certificate of Limited Partnership Paragraph 6 of said Certificate is amended as follows:

1. "6. Amount of Cash and Description of, and the Agreed Value of Property Contributed by Each General and Each Limited Partner: The limited partnership is formed upon the liquidation of Deer's Head Realty Liquidating Trust. Each General and each Limited Partner is contributing his percentage share as beneficiary of the liquidating trust. The value agreed upon is the percentage share of the net book value of the liquidating trust at the time of transfer:

ROBERT A. EATON  
 Attorney At Law  
 118 East Main Street  
 P.O. Box 41  
 Salisbury, Maryland  
 21801  
 Phone (301) 740-1530



**(a) General Partners:**

Michael C. Weisner	\$11,453.75
Steven R. Shea	11,453.75
Mary Weisner Houlihan	11,453.75

**(b) Limited Partners:**

Mary Virginia Shea	\$25,770.80
Wayne M. Weisner	25,770.80
Thomas K. Shea	11,453.75
Kevin T. Shea	11,453.75
Vincent W. Shea	11,453.75
Mary Shea Campo	11,453.75
William A. Shea	11,453.75
Thomas J. Shea	11,453.75
Eugenia E. Shea	11,453.75
Raymond A. Weisner	11,453.75
Anne C. Weisner	11,453.75
Patricia A. Weisner	11,453.75
William W. Weisner	11,453.75
Peter J. Weisner	11,453.75

2. The amendment of this Agreement is effective as of the 1st day of January, 1981.

3. The <sup>First Amendment to the</sup> Certificate of Limited Partnership is executed by Michael C. Weisner, General Partner, for himself and for all Limited Partners, pursuant to the power of attorney granted to the General Partners or any one of them by Paragraph 11 of the Limited Partnership Agreement dated December 31, 1980, and intended to be recorded simultaneously herewith.

4. In all other respects the said Certificate of Limited Partnership and Agreement of Limited Partnership is hereby ratified and re-affirmed.

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Ballsblury, Maryland  
21801  
Phone (301) 749-1530



LIBER 34 PAGE 706

IN WITNESS WHEREOF, Michael C. Weisner, General Partner and Attorney-In-Fact, has executed this First Amendment to the Certificate of Limited Partnership as of the day and year first above written and acknowledged this to be his act and deed.

WITNESS:

*[Signature]*

*[Signature]*

Michael C. Weisner, General Partner for himself and as Attorney-In-Fact for all Limited Partners, pursuant to Section 11 of the Limited Partnership Agreement dated December 31, 1980, and intended to be recorded simultaneously herewith.

0071\*\*\*\*\* 8h22# 18-2-NY  
0071\*\*\*\*\* 8h22 # 18-2-NY

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Salisbury, Maryland  
21801  
Phone (301) 748-1530

Received for Record JUN. 2, 1981 and recorded in the  
COP Records of Wicomico County, Maryland in Liber A.J.S.  
No. 34, Folios 704-706.

*[Signature]* Clerk

*S. J. Del. Robert A. Eaton, atty. 6/12/81*

EXHIBIT C

LIBERO 04 / FOLIO 630

LIBER 34 PAGE 707

SECOND AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP TO  
DEER'S HEAD REALTY LIMITED PARTNERSHIP

The undersigned, this 29<sup>th</sup> day of May, 1981, desires to amend the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and states the following:

WHEREAS, the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership was filed with the Clerk of the Circuit Court for Wicomico County, Maryland, on December 31, 1980, and is recorded in the Corporate Records for Wicomico County in Liber A.J.S. No. 34, Folio 96.

WHEREAS, the following Limited Partners have sold all of their limited partnership interest to the Limited Partnership:

- Raymond A. Weisner
- Anne C. Weisner
- William W. Weisner
- William A. Shea
- Vincent W. Shea
- Thomas J. Shea

The purchase price is Twelve Thousand Dollars (\$12,000.00) each, part of which is a withdrawal of the Limited Partners' contribution.

WHEREAS, the purchase of the above referred interest increases the percentage ownership of the remaining General and Limited Partners.

WHEREAS, all members of the Limited Partnership have consented to the sale and withdrawal of capital contribution and that after the sale and payment to the withdrawing Limited Partners, there will remain property of the partnership sufficient to pay all liabilities.

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Salisbury, Maryland  
21801  
Phone (301) 749-1530

LIBER 34 PAGE 708

WHEREFORE, the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and the First Amendment to said Certificate are hereby further amended as follows:

1. Paragraph No. 4 of the Certificate of Limited Partnership is hereby amended as follows: Delete the following names from 4(b) which lists Limited Partners:

Raymond A. Weisner  
 Anne C. Weisner  
 William W. Weisner  
 William A. Shea  
 Vincent W. Shea  
 Thomas J. Shea

2. Paragraph No. 6 of the Certificate of Limited Partnership and the First Amendment to said Certificate is Paragraph No. 6 hereby amended by hereby deleting/and inserting the following

"6. Amount of Cash and Description of, and the Agreed Value of Property Contributed by Each General and Each Limited Partner: The limited partnership is formed upon the liquidation of Deer's Head Realty Liquidating Trust. Each General and each Limited Partner is contributing his percentage share as beneficiary of the liquidating trust. The value agreed upon is the percentage share of the net book value of the liquidating trust at the time of transfer:

(a) General Partners:

Michael C. Weisner	\$11,453.75
Steven R. Shea	11,453.75
Mary Weisner Houlihan	11,453.75

(b) Limited Partners:

Mary Virginia Shea	\$25,770.80
Wayne M. Weisner	25,770.80
Thomas K. Shea	11,453.75
Kevin T. Shea	11,453.75
Mary Shea Campo	11,453.75
Eugenia E. Weisner	11,453.75
Patricia A. Weisner	11,453.75
Peter J. Weisner	11,453.75"

ROBERT A. EATON  
 Attorney At Law  
 118 East Main Street  
 P.O. Box 41  
 Salisbury, Maryland  
 21801  
 Phone (301) 740-1830

LIBERO 0.4 I. FOLIO 632

LIBER 34 PAGE 709

3. Paragraph No. 9 of the Certificate of Limited Partnership is amended by deleting Paragraph No. 9 and inserting the following:

"9. Share of Profits or Other Income Which Each Limited Partner Shall Receive by Reason of His Contribution:

(a) General Partners:

Michael C. Weisner	7.4074
Steven R. Shea	7.4074
Mary Weisner Houlihan	7.4074

(b) Limited Partners:

Mary Virginia Shea	16.6667
Wayne M. Weisner	16.6667
Thomas K. Shea	7.4074
Kevin T. Shea	7.4074
Mary Shea Campo	7.4074
Eugenia E. Weisner	7.4074
Patricia A. Weisner	7.4074
Peter J. Weisner	7.4074"

4. The amendment is effective as of the 1st day of January, 1981.

5. That Michael C. Weisner, General Partner, executes this Amendment for himself as General Partner and for all Limited Partners, pursuant to the Power of Attorney granted to the General Partners or any one of them by Paragraph 11 of the Limited Partnership Agreement dated December 31, 1980, and intended to be recorded simultaneously herewith.

6. That all members of the limited partnership have consented to the above referred sale and withdrawal of capital contribution and there will remain property of the partnership sufficient to pay liabilities of the partnership after the sale and withdrawal.

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Salisbury, Maryland  
21801  
Phone (301) 749-1530

LIBER 041 FOLIO 633

LISER 34 PAGE 710

7. That in all other respects the said Certificate of Limited Partnership and the applicable changes of the First Amendment to the Certificate of Limited Partnership is hereby ratified and reaffirmed.

IN WITNESS WHEREOF, Michael C. Weisner, General Partner and Attorney-In-Fact, has executed this Second Amendment to the Certificate of Limited Partnership as of the day and year first above written and acknowledged this to be his act and deed.

WITNESS: Walt A. Eaton

Michael C. Weisner  
Michael C. Weisner, General Partner for himself and as Attorney-In-Fact for all Limited Partners, pursuant to Section 11 of the Limited Partnership Agreement dated December 31, 1980, and intended to be recorded simultaneously herewith.

0051\*\*\*\*\* 6h 92R V 18-2-NY  
0051\*\*\*\*\* 6h 82 # 18-2-NY

ROBERT A. EATON  
Attorney At Law  
118 East Main Street  
P.O. Box 41  
Salisbury, Maryland  
21801  
Phone (301) 746-1630

Received for Record JUN 2 1981 and recorded in the  
CORP Records of Wicomico County, Maryland in Liber A.J.S.  
No. 34, Folios 707-710.

A. James Smith Clerk

E. & Del. Robert A. Eaton, atty. 6/2/81

835256

THIRD AMENDMENT TO  
CERTIFICATE OF LIMITED PARTNERSHIP TO  
DEER'S HEAD REALTY LIMITED PARTNERSHIP

The undersigned, as of this 1st day of January 1983, desires to amend the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and states the following:

WHEREAS, the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership was filed with the Clerk of the Circuit Court for Wicomico County, Maryland, on December 31, 1980, and is recorded in the Corporate Records for Wicomico County, Maryland, in Liber A.J.S. No. 34, Folio 96, and that subsequent thereto a First and Second Amendment to the Certificate of Limited Partnership have been filed; and,

WHEREAS, the following Limited Partner has sold all of her limited partnership interest to the Limited Partnership:

Patricia A. Welsner Conley, formerly Patricia A. Welsner  
The purchase price is Fourteen Thousand Dollars (\$14,000.00), part of which is a withdrawal of the Limited Partner's contribution.

WHEREAS, the purchase of the above referred interest increases the percentage ownership of the remaining General and Limited Partners.

WHEREAS, all members of the Limited Partnership have consented to the sale and withdrawal of capital contribution and that, after the sale and payment to the withdrawing Limited Partner, there will remain property of the partnership sufficient to pay all liabilities.

WHEREFORE, the Certificate of Limited Partnership of Deer's Head Realty Limited Partnership and the First and Second Amendments to said Certificate are hereby further amended as follows:

I. Paragraph No. 4 of the Certificate of Limited Partnership is hereby amended as follows: Delete the following name from 4(b) which lists Limited Partners:

Patricia A. Welsner

04 01993 12-02 PC:15  
RECFEE 15.00  
TOTAL 15.00  
96566HK 15.00

*Del.*  
LAW OFFICES  
EATON & WIDDOWSON,  
P.A.  
118 East Main Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 748-1630

2. Paragraph No. 6 of the Certificate of Limited Partnership and the First and Second Amendments to said Certificate is hereby amended by hereby deleting Paragraph No. 6 and inserting the following:

"6. Amount of Cash and Description of, and the Agreed Value of Property Contributed by Each General and Each Limited Partner: The limited partnership is formed upon the liquidation of Deer's Head Realty Liquidating Trust. Each General and each Limited Partner is contributing his percentage share as beneficiary of the liquidating trust. The value agreed upon is the percentage share of the net book value of the liquidating trust at the time of transfer:

(a) General Partners:

Michael C. Weisner	\$ 11,453.75
Steven R. Shea	11,453.75
Mary Weisner Houlihan	11,453.75

(b) Limited Partners:

Mary Virginia Shea	25,770.80
Wayne M. Weisner	25,770.80
Thomas K. Shea	11,453.75
Kevin T. Shea	11,453.75
Mary Shea Campo	11,453.75
Eugenia E. Weisner	11,453.75
Peter J. Weisner	11,453.75"

3. Paragraph No. 9 of the Certificate of Limited Partnership and the First and Second Amendments thereto is amended by deleting Paragraph No. 9 and inserting the following:

"9. Share of Profits or Other Income Which Each Limited Partner Shall Receive by Reason of His Contribution:

(a) General Partners:

Michael C. Weisner	8%
Steven R. Shea	8%
Mary Weisner Houlihan	8%

(b) Limited Partners:

Mary Virginia Shea	18%
--------------------	-----

LAW OFFICES  
EATON & WIDDOWSON,  
P.A.  
118 East Main Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 748-1838

Wayne M. Weisner	18%
Thomas K. Shea	8%
Kevin T. Shea	8%
Mary Shea Campo	8%
Eugenia E. Weisner	8%
Peter J. Weisner	8%

4. The amendment is effective as of the 1st day of January, 1983.

5. That Michael C. Weisner, General Partner, executes this Amendment for himself as General Partner and for all Limited Partners, pursuant to the Power of Attorney granted to the General Partners or any one of them by Paragraph 11 of the Limited Partnership Agreement dated December 31, 1980.

6. That all members of the limited partnership have consented to the above referred sale and withdrawal of capital contribution and there will remain property of the partnership sufficient to pay liabilities of the partnership after the sale and withdrawal.

7. That in all other respects the said Certificate of Limited Partnership and the applicable changes of the First and Second Amendments to the Certificate of Limited Partnership are hereby ratified and reaffirmed.

IN WITNESS WHEREOF, Michael C. Weisner, General Partner and Attorney-in-Fact, has executed this Third Amendment to the Certificate of Limited Partnership as of the day and year first above written and acknowledged this to be his act and deed.

WITNESS:

Patricia L. Snyder

Michael C. Weisner  
Michael C. Weisner, General Partner for himself and as Attorney-in-Fact for all Limited Partners, pursuant to Section 22 of the Limited Partnership Agreement dated December 31, 1980.

LAW OFFICES  
EATON & WIDDOWSON,  
P.A.  
118 East Main Street  
P.O. Box 41  
Salisbury, MD. 21801  
(301) 748-1830

Received for Record DEC. 2, 1983 and recorded in the  
CORP. Records of Wicomico County, Maryland in Liber A.J.S.  
No. 38, Folios 573-574.

A. James Smith, Clerk

E & O E & W, P.A. 12/12/83



LIBER 0041 FOLIO 637

CERTIFICATE OF AMENDMENT  
OF  
DEER'S HEAD REALTY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND DECEMBER 27, 1985 AT 11:26 O'CLOCK A.M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

28

RECORDED IN LIBER 2775 , FOLIO 2292 , OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION & CAPITALIZATION FEE PAID: \$ 0  
RECORDING FEE PAID: \$ 50  
SPECIAL FEE PAID: \$ \_\_\_\_\_

M2055655

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE

*Dean W. Fisher*



A 192735

Received for Record MAY 5, 1986 and recorded in the  
CORP Records of Wicomico County Maryland in Liber A.J.S.  
No. 41 Folios 610-637.

*A. James Smith*

2775 2292

*EX. & M. MICHAEL C. WEISNER 1710 EMERSON AVE. SALES 5/13/86*



**LIBERO 04 | FOLIO 639**

to in the resolution and directed that the proposed merger be submitted for consideration by unanimous written consent of the stockholder of WPF.

(b) Notice was waived by PFI as WPF's Sole stockholder.

(c) By written consent dated December 27, 1985 signed by PFI as WPF's sole stockholder and filed with the minutes of proceedings of stockholders, the proposed merger was approved by the stockholder of WPF.

FIFTH: No amendment to the Charter of PFI is to be effected as a part of the merger.

SIXTH: The total number of shares of stock of all classes which PFI has authority to issue is 4,000,000 shares, of which 1,000,000 shares are Preferred Stock (without par value) and 3,000,000 shares are Common Stock (par value of \$1.00 per share). The aggregate par value of all the shares of stock of all classes of PFI is \$3,000,000. The total number of shares of stock of all classes which WPF has authority to issue is 200,000 shares, none of which is Preferred Stock and 200,000 shares are Common Stock without par value.

SEVENTH: The merger does not increase the authorized stock of PFI.

EIGHTH: The manner and basis of converting or exchanging issued stock of the merging corporations into different stock of a corporation, for other consideration and the treatment of any issued stock of the merging corporations not to be converted or exchanged are as follows:

(a) Each issued and outstanding share of the Common Stock of PFI on the effective date shall continue, without change, to be an issued and outstanding share of Common Stock of PFI.

(b) Each issued and outstanding share of Common Stock of WPF on the effective date of the merger, shall upon effectiveness and without further act, be cancelled.

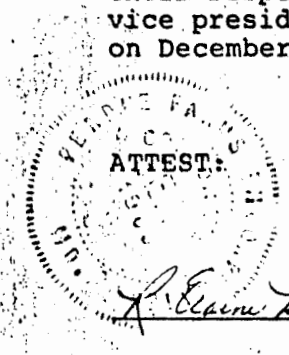
NINTH: The merger shall become effective on December 19, 1985 *DRB*

IN WITNESS WHEREOF, PERDUE FARMS INCORPORATED and WHITE POULTRY FARMS, INC. have caused these presents to be signed in

LIBER 0 4 | FOLIO 6 4 0

their respective names and on their behalf by their respective vice presidents and attested by their respective secretaries on December 27, 1985.

ATTEST:



*A. E. Barnes*  
Acting Secretary

PERDUE FARMS INCORPORATED  
(a Maryland corporation)

By *Pelham B. Lawrence*  
Vice President - Finance

ATTEST:



*A. E. Barnes*  
Acting Secretary

WHITE POULTRY FARMS, INC.  
(a North Carolina corporation)

By *Pelham B. Lawrence*  
Vice President - Finance

THE UNDERSIGNED, Vice President - Finance of PERDUE FARMS INCORPORATED who executed on behalf of the Corporation the foregoing Articles of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Merger to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

*Pelham B. Lawrence*  
Vice President - Finance

LIBER 0 4 | FOLIO 6 4 |

THE UNDERSIGNED, Vice President - Finance, of WHITE POULTRY FARMS, INC., who executed on behalf of the Corporation the foregoing Articles of Merger of which this certificate is made a part, hereby acknowledges in the name and on behalf of said Corporation the foregoing Articles of Merger to be the corporate act of said Corporation and hereby certifies that to the best of his knowledge, information and belief the matters and facts set forth therein with respect to the authorization and approval thereof are true in all material respects under the penalties of perjury.

Belham B. Lawrence  
Vice President, - Finance

342

LIBER 041 FOLIO 642

ARTICLES OF MERGER

OF

MERGING

WHITE POULTRY FARMS, INC. (NC CORP.)

INTO

PERDUE FARMS INCORPORATED (MD CORP.) SURVIVOR

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND DECEMBER 31, 1985 AT 11:08 O'CLOCK A. M. AS IN CONFORMITY

WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2780, FOLIO 2339 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION & CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
\$ _____	\$ 20.00	\$ _____

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY

drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*David W. Tolson*



A 193144

Received for Record MAY 5, 1986 and recorded in the Corp. Records of Wicomico County, Maryland in Liber A.J.S. No. 41 Folios 638-642.

*A. James Smith*

1780 1339

AT5-060

EX. M. FRANK GRAY LEVER & MARBURG 365 CHARLES ST. BALTI. MD. 5/13/86 21201

X

LIBERO 04 / FOLIO 643

1995 DEC 21 A 11:30

866467 SALISBURY STEEL PRODUCTS, INC.

ARTICLES OF AMENDMENT

SALISBURY STEEL PRODUCTS, INC., a Maryland corporation, having its principal office in Wicomico County, Maryland (hereinafter called the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

First: The charter of the Corporation is hereby amended by striking out the Article of Fifth and inserting in lieu thereof the following:

"Fifth: The total number of shares of stock which the Corporation shall have authority to issue is two hundred and fifty thousand (250,000) shares of the par value One Dollar (\$1.00) each, all of which shares are of one class and are designated common stock. The aggregate par value of all shares having par value is Two Hundred and Fifty Thousand Dollars (\$250,000)."

Second: The Board of Directors of the Corporation by written consent to such action signed by all of the members thereof and filed with the Minutes of proceedings of the Board adopted a resolution in which was set forth the foregoing amendment to the charter declaring that said amendment of charter was advisable and directing that it be submitted for action by Unanimous Written Consent and Waiver of All Stockholders.

Third: A consent in writing setting forth approval of the amendment of the charter of the Corporation hereinabove set forth was signed by all stockholders of the Corporation entitled to vote thereon and the stockholders have waived in writing any rights they may have to dissent from such amendments; and such consent and waiver are filed with the records of the Corporation.

Fourth:

(a) The total number of shares of all classes of stock of the Corporation heretofore authorized and the number and par value of each class of stock are as follows:

25,000 shares of common stock of the par value of One Dollar (\$1.00);

225,000 shares of preferred stock of the par value of One Dollar (\$1.00);

(b) The total number of shares and par value of common stock of the Corporation presently authorized is as follows:

REC FEE	5.00
TOTL	5.00
2506CHK	5.00
02 01986 5-05 P1:22	
31 2777 1819	

250,000 shares of common stock of the par value of One Dollar (\$1.00).

IN WITNESS WHEREOF, Salisbury Steel Products, Inc. has caused these presents to be signed in its name and on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries on December 26, 1985.

Attest: Samuel Stein  
Samuel Stein, Secretary

[Corporate Seal]

SALISBURY STEEL PRODUCTS, INC.

By: David Stein  
David Stein, President





LIBER 041 FOLIO 646

ARTICLES OF AMENDMENT  
OF  
SALISBURY STEEL PRODUCTS, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND December 27, 1985 AT 11:30 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2777, FOLIO 1818, OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION & CAPITALIZATION FEE PAID: \$ \_\_\_\_\_  
RECORDING FEE PAID: \$ 20  
SPECIAL FEE PAID: \$ \_\_\_\_\_

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*David W. Fisher*



A 192895

Received for record MAY 5, 1986 and recorded in the  
CORP. Records of Wicomico County, Maryland in Liber A.J.S.  
47, Folios 643-646.

*A. James Smith*

2777 1818

EX. M. MESIROK GERMAN FIDELITY BUDGET. PENNA. DEL. PENNA, MA. 19109  
5/13/86

LIBER 0041 FOLIO 647

RMS/lac

866468 ARTICLES OF MERGER

THESE ARTICLES OF MERGER, dated this 27<sup>th</sup> day of December, 1985, pursuant to Section 3-109 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended (hereinafter referred to as the "Code"), are entered into by and between the corporations named in Article Second below, which are referred to herein collectively as the "Constituent Corporations".

FIRST: The Constituent Corporations have agreed to merge, and the terms conditions of said merger, the mode of carrying the same into effect and the manner and basis of converting or exchanging the shares of issued stock of each of the Constituent Corporations into different stock or other consideration pursuant to Section 3-103 of the Code, and the manner of dealing with any issued stock of the Constituent Corporations not to be so converted or exchanged, are and shall be as set forth herein.

SECOND: The parties to these Articles of Merger are:

- a. Meyers Enterprises, Inc., a Maryland corporation in good standing with the Maryland Department of Assessments and Taxation.
- b. Good News Salisbury, Inc., a Maryland corporation in good standing with the Maryland Department of Assessments and Taxation.
- c. Culver Oldsmobile-GMC, Inc., a Maryland corporation in good standing with the Maryland Department of Assessments and Taxation.

REC FEE	11.00
TOTL	11.00
2500CHK	11.00
02 01986 5-05 P1:16	

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58648647

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## LIBERO 04 | FOLIO 648

d. Mt. Zion Motors, Inc., a Maryland corporation in good standing with the Maryland Department of Assessments and Taxation.

e. ✓ Good News Plus, Inc., also known as and doing business as Good News Plus Incorporated, a Delaware corporation in good standing with the Office of the Secretary of State for the State of Delaware and qualified and in good standing with the Maryland Department of Assessments and Taxation.

THIRD: Good News Salisbury, Inc. shall be the successor corporation (hereinafter sometimes referred to as "Successor").

FOURTH: The principal office of Good News Salisbury, Inc. in the State of Maryland is North Salisbury Boulevard, Salisbury, Wicomico County, Maryland and the specific physical mailing address of the building or buildings is 2013 North Salisbury Boulevard, Salisbury Wicomico County, Maryland 21801. The principal office of Meyers Enterprises, Inc. in the State of Maryland is 510 Tony Tank Lane, Salisbury, Wicomico County, Maryland 21801. The principal office of Culver Oldsmobile-GMC, Inc. in the State of Maryland is South Salisbury Boulevard, Salisbury, Wicomico County, Maryland 21801. The principal office of Mt. Zion Motors, Inc. in the State of Maryland is North Salisbury Boulevard, Salisbury, Wicomico County, Maryland 21801. The principal office of Good News Plus, Inc. in the State of Maryland is North Salisbury Boulevard, Salisbury, Wicomico County, Maryland 21801 and the actual physical location is 2013 North Salisbury Boulevard, Salisbury, Wicomico County, Maryland

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LIBERO 04 | FOLIO 649

21801. Good News Plus, Inc. is a Delaware body corporate and its principal place of business in the State of Delaware is 314 South State Street, County of Kent, City of Dover, Delaware 19901, and its resident agent in the State of Maryland is Charlotte Meyers whose address is 510 Tony Tank Lane, Salisbury, Wicomico County, Maryland. None of the Constituent Corporations to these Articles of Merger owns property in any county in Maryland, the title of which could be affected by the recording of any instrument among the land records. None of the Constituent Corporations to these Articles of Merger own real property in any county in Maryland or elsewhere.

FIFTH: The Board of Directors of Meyers Enterprises, Inc. on December 27, 1985, by unanimous vote of the entire Board of Directors, duly adopted a resolution, declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advised, authorized and approved and directing their submission to a special meeting of stockholders held immediately following the above directors' meeting on December 27, 1985. A notice stating that a purpose of the said meeting of stockholders would be to take action upon these Articles of Merger was delivered to each stockholder on November 12, 1985, a date at least ten days in advance of the said meeting of stockholders. The Articles of Merger were duly submitted to and approved by the affirmative vote unanimously of all the votes entitled to be cast thereon at the said meeting of stockholders.

SIXTH: The Board of Directors of Good News Salisbury, Inc. on December 27, 1985, by unanimous vote of the entire Board of

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LIBERO 04 | FOLIO 650

Directors, duly adopted a resolution, declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advised, authorized and approved and directing their submission to a special meeting of stockholders held immediately following the above directors' meeting on December 27, 1985. A notice stating that a purpose of the said meeting of stockholders would be to take action upon these Articles of Merger was delivered to each stockholder on November 12, 1985, a date at least ten days in advance of the said meeting of stockholders. The Articles of Merger were duly submitted to and approved by the affirmative vote unanimously of all the votes entitled to be cast thereon at the said meeting of stockholders.

SEVENTH: The Board of Directors of Culver Oldsmobile-GMC, Inc. on December 27, 1985, by unanimous vote of the entire Board of Directors, duly adopted a resolution, declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advised, authorized and approved and directing their submission to a special meeting of stockholders held immediately following the above directors' meeting on December 27, 1985. A notice stating that a purpose of the said meeting of stockholders would be to take action upon these Articles of Merger was delivered to each stockholder on November 12, 1985, a date at least ten days in advance of the said meeting of stockholders. The Articles of Merger were duly submitted to and approved by the affirmative vote unanimously of all the votes entitled to be cast thereon at the said meeting of stockholders.

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LIBERO 041 FOLIO 651

EIGHTH: The Board of Directors of Mt. Zion Motors, Inc. on December 27, 1985, by unanimous vote of the entire Board of Directors, duly adopted a resolution, declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advised, authorized and approved and directing their submission to a special meeting of stockholders held immediately following the above directors' meeting on December 27, 1985. A notice stating that a purpose of the said meeting of stockholders would be to take action upon these Articles of Merger was delivered to each stockholder on November 12, 1985, a date at least ten days in advance of the said meeting of stockholders. The Articles of Merger were duly submitted to and approved by the affirmative vote unanimously of all the votes entitled to be cast thereon at the said meeting of stockholders.

NINTH: The Board of Directors of Good News Plus, Inc., also known as Good News Plus Incorporated on December 27, 1985, by unanimous vote of the entire Board of Directors, duly adopted a resolution, declaring that a merger substantially upon the terms and conditions set forth in these Articles of Merger was advised, authorized and approved and directing their submission to a special meeting of stockholders held immediately following the above directors' meeting on December 27, 1985. A notice stating that a purpose of the said meeting of stockholders would be to take action upon these Articles of Merger was delivered to each stockholder on November 12, 1985, a date at least ten days in advance of the said meeting of stockholders. The Articles of

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Merger were duly submitted to and approved by the affirmative vote unanimously of all the votes entitled to be cast thereon at the said meeting of stockholders, and in the manner and the votes required by its charter and the Laws of Delaware.

TENTH: The Articles of Incorporation of the Successor, Good News Salisbury, Inc., are not amended by these Articles of Merger, but shall remain in full force and effect.

ELEVENTH: Meyers Enterprises, Inc. has authority to issue shares of one class of stock, namely, Ten Thousand (10,000) shares of common stock having a par value of Ten Dollars (\$10.00) per share. The aggregate authorized par value of which is One Hundred Thousand Dollars (\$100,000.00) of which, prior to this merger, Two Thousand Five Hundred (2,500) shares are issued and outstanding, having a total aggregate par value of Twenty-Five Thousand Dollars (\$25,000.00).

TWELFTH: Good News Salisbury, Inc. has authority to issue shares of one class of stock, namely, Ten Thousand (10,000) shares of common stock having a par value of Ten Dollars (\$10.00) per share. The aggregate authorized par value of which is One Hundred Thousand Dollars (\$100,000.00) of which, prior to this merger, Two Thousand Seven Hundred Ninety-Nine (2,799) shares are issued and outstanding, having a total aggregate par value of Twenty-Seven Thousand Nine Hundred Ninety Dollars (\$27,990.00).

THIRTEENTH: Culver Oldsmobile-GMC, Inc. has authority to issue One Hundred Thousand (100,000) shares of common stock. Each share having a par value of Ten Dollars (\$10.00) per share, the total aggregate authorized par value of all shares of

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LIBERO 041 FOLIO 653

authorized stock is One Million Dollars (\$1,000,000.00), of which, prior to the adoption of these Articles of Merger, Five Thousand Shares (5,000) were issued and outstanding, having a total aggregate par value of Fifty Thousand Dollars (\$50,000.00).

FOURTEENTH: Mt. Zions Motors, Inc. has authority to issue shares of one class of stock, namely, One Thousand (1,000) shares of common stock having a par value of One Hundred Dollars (\$100.00) per share. The aggregate authorized par value of all shares of stock is One Hundred Thousand Dollars (\$100,000.00) of which, prior to this merger, there were One Thousand (1,000) shares issued and outstanding, having a total aggregate par value of One Hundred Thousand Dollars (\$100,000.00).

FIFTEENTH: Good News Plus, Inc. has authority to issue shares of one class of stock, namely, One Thousand (1,000) shares of common stock without par value.

SIXTEENTH: Good News Plus, Inc. as above stated is a Delaware body corporate organized under the Delaware Corporation Law. The date of the corporation's incorporation in the State of Delaware was September 20, 1983. The corporation was qualified and is now in good standing with the Maryland Department of Assessments and Taxation as of December 13, 1985. The resident agent of the corporation in Maryland is Charlotte Meyers, an individual whose address is 510 Tony Tank Lane, Salisbury, Wicomico County, Maryland.

SEVENTEENTH: The manner and basis of converting or

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exchanging the issued stock of each of the Constituent Corporations into different stock or other consideration and the treatment of any issued stock of the Constituent Corporations not to be so converted or exchanged on the effective date shall be as follows:

a. Each share of Meyers Enterprises, Inc. common stock, if any, which remains unissued on the effective date of this merger shall be cancelled.

b. Each share of Meyers Enterprises, Inc. common stock which is issued and outstanding on the effective date of this merger shall be transferred to Good News Salisbury, Inc. and Good News Salisbury, Inc. shall cause to be issued to Roy L. Meyers, individually, Two Thousand Two Hundred Fifty (2,250) shares of common stock in Good News Salisbury, Inc. After the issuance of the said Two Thousand Two Hundred Fifty (2,250) shares of common stock of Good News Salisbury, Inc. to Roy L. Meyers, individually, the stock of Meyers Enterprises, Inc. which was transferred to Good News Salisbury, Inc. shall be cancelled.

c. All the assets of Meyers Enterprises, Inc. shall be transferred to Good News Salisbury, Inc.

d. Meyers Enterprises, Inc. shall merge completely into Good News Salisbury, Inc.

e. All the assets of Culver Oldsmobile-GMC, Inc. shall be transferred to Good News Salisbury, Inc.

f. The issued stock of Culver Oldsmobile-GMC, Inc. (of which One Hundred Percent (100%) is prior to the adoption of

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LIBER 004 | FOLIO 655

these Articles owned by Good News Salisbury, Inc.) after the transfer of the above assets shall be cancelled.

g. Each share of Culver Oldsmobile-GMC, Inc. common stock, if any, which remains unissued on the effective date of this merger shall be cancelled.

h. Culver Oldsmobile-GMC, Inc. shall merge completely into Good News Salisbury, Inc.

i. All the assets of Mt. Zion Motors, Inc. shall be transferred to Good News Salisbury, Inc.

j. The issued stock of Mt. Zion Motors, Inc., (of which One Hundred Percent (100%) is prior to the adoption of these Articles owned by Good News Salisbury, Inc.) after the transfer of the above assets shall be cancelled.

k. Each share of Mt. Zion Motors, Inc. common stock, if any, which remains unissued on the effective date of this merger shall be cancelled.

l. Mt. Zion Motors, Inc. shall merge completely into Good News Salisbury, Inc.

m. All the assets of Good News Plus, Inc. shall be transferred to Good News Salisbury, Inc.

n. The issued stock of Good News Plus, Inc. (of which One Hundred Percent (100%) is prior to the adoption of these Articles owned by Good News Salisbury, Inc.) after the transfer of the above assets shall be cancelled.

o. Each share of Good News Plus, Inc. common stock, if any, which remains unissued on the effective date of this merger shall be cancelled.

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LIBERO 041 FOLIO 656

p. Good News Plus, Inc. shall merge completely into Good News Salisbury, Inc.

q. Each share of Good News Salisbury, Inc. which is issued and outstanding on the effective date shall remain issued and outstanding as one share of Good News Salisbury, Inc. common stock.

r. No script or fractional share certificates of Good News Salisbury, Inc. shall be issued as a result of the merger transaction described hereinabove, but in lieu of each fractional interest, if any, a shareholder in Meyers Enterprises, Inc. entitled to a fractional share equal to one-half or more of one share of Good News Salisbury, Inc. shall receive a full share of Good News Salisbury, Inc. and any fractional share equal to less than one-half of one share of Good News Salisbury, Inc. shall be eliminated.

s. After the merger transaction described above shall have become effective, except as otherwise provided by the Code with respect to dissenting stockholders, each holder of an outstanding certificate or certificates theretofore representing Meyers Enterprises, Inc. shall surrender the same to the Successor and each such holder thereon shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Good News Salisbury, Inc. common stock into which the Meyers Enterprises, Inc. common stock represented by the certificate or certificates so surrendered shall have been converted or exchanged by the provisions hereof.

Until such surrender, Meyers Enterprises, Inc. common

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LIBERO 04 | FOLIO 657

stock shall be deemed for all corporate purposes, other than the payment of dividends, to evidence ownership of the number of full shares of Good News Salisbury, Inc. common stock to be delivered with respect to such shares of such capital stock. Unless and until any such outstanding certificates shall be so surrendered, no dividend payable to the holders of record of Good News Salisbury, Inc. common stock as of any date subsequent to the effective date shall be paid to the holders of such outstanding certificates, but upon surrender of any such certificate or certificates, there shall be paid to the record holder of the certificate or certificates of Good News Salisbury, Inc common stock delivered with respect to the shares represented by the surrendered certificate or certificates, without interest, the amount of such dividends which shall have theretofore become payable to them with respect so such shares of Meyers Enterprises, Inc. common stock.

If any holder of an outstanding certificate or certificates representing Meyers Enterprises, Inc. common stock shall deliver to Successor such affidavits, indemnity agreements or surety bonds as Good News Salisbury, Inc. shall reasonably require in conformity with its customary procedure with respect to lost stock certificates of Good News Salisbury, Inc., the Successor shall treat such delivery as surrender of any lost or misplaced or destroyed certificate or certificates representing Meyers Enterprises, Inc.

t. All the assets of Culver Oldsmobile-GMC, Inc., Mt. Zion

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658

LIBERO 04 | FOLIO 658

Motors, Inc. and Good News Plus, Inc. a/k/a Good News Plus Incorporated, shall be transferred on the effective date to Good News Salisbury, Inc. and all the stock issued and outstanding which is now One Hundred Percent (100%) owned by Good News Salisbury, Inc. in Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, and Good News Plus, Inc. shall be cancelled on said effective date.

u. It is the intent of these Articles of Merger that Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc. and Good News Plus, Inc. shall be merged completely into Good News Salisbury, Inc. and that Good News Salisbury, Inc. shall be the resulting Successor corporation.

EIGHTEENTH: Upon the effective date:

(a) The assets and liabilities of Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc. and Good News Plus, Inc. shall be taken on the books of the Successor at the amount at which they shall at the time be carried on the books of Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc. and Good News Plus, Inc. respectively, subject to such adjustments, if any, as may be necessary to conform to the Successor's accounting procedures, and

(b) all of the rights, privileges, immunities, powers, purposes, and franchises of each of Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc. and Good News Plus, Inc. and all the property, real, personal and mixed, and all debts due to each of Meyers Enterprises, Inc., Culver Olds

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LIBERO 04 | FOLIO 659

mobile-GMC, Inc., Mt. Zion Motors, Inc. and Good News Plus, Inc. on whichever account shall be vested in the Successor, and all property rights, privileges, immunities, powers, purposes and franchises, and all and every other interest shall be thereafter as effectually the property of the Successor as they were of Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc. and Good News Plus, Inc. respectively, and all debts, liabilities, obligations and duties of Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc. and Good News Plus, Inc. shall thenceforth attach to the Successor and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it.

The Constituent Corporations, by mutual consent of their respective Boards of Directors, may amend, modify and supplement these Articles of Merger in such manner as may be agreed upon by them in writing at any time before or after approval or adoption thereof by the stockholders of any of the Constituent Corporations or all of them; provided, however, that no such amendment, modification or supplement shall affect the rights of the stockholders of any of the Constituent Corporations in a manner which is materially adverse to such stockholders in the judgment of their respective Board of Directors.

The merger approved for by these Articles of Merger shall become effective December 31, 1985, and the separate existence of Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion

2780 2542

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LIBERO 041 FOLIO 660

Motors, Inc. and Good News Plus, Inc., except insofar as continued by statute, shall cease on the date that these Articles of Merger, duly advised, approved, signed, acknowledged, sealed and verified by Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc., Good News Plus, Inc. and Good News Salisbury, Inc. (the Successor herein) as required by the laws of the State of Maryland, are filed for record with the State Department of Assessments and Taxation of Maryland, as required by the laws of the State of Maryland, or on the date specified by the parties hereto as provided by the laws of the State of Maryland, whichever is later.

IN WITNESS WHEREOF, Meyers Enterprises, Inc., Culver Oldsmobile-GMC, Inc., Mt. Zion Motors, Inc., Good News Plus, Inc. and Good News Salisbury, Inc., the corporations which are parties to this merger, have caused these Articles of Merger to be signed in their respective corporate names and on their behalf by the respective Presidents and witnessed or attested by their respective Secretaries as of the 27<sup>th</sup> day of December, 1985.

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ATTEST:

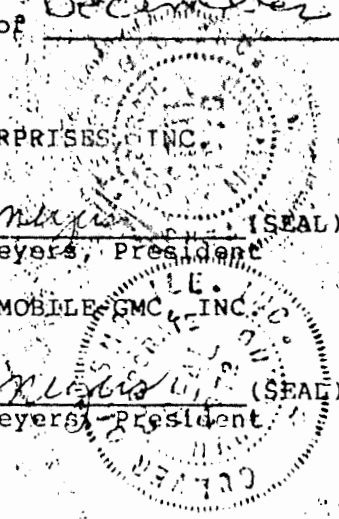
Charlotte Meyers  
Charlotte Meyers, Secretary

Charlotte Meyers  
Charlotte Meyers, Assistant Secretary

Thomas C. Rose  
Thomas C. Rose, Treasurer

MEYERS ENTERPRISES, INC.  
By: Roy L. Meyers (SEAL)  
Roy L. Meyers, President

CULVER OLDSMOBILE-GMC, INC.  
By: Roy L. Meyers (SEAL)  
Roy L. Meyers, President





LIBERO 04 | FOLIO 661

ATTEST:

Charlotte Meyers  
Charlotte Meyers, Secretary

Charlotte Meyers  
Charlotte Meyers, Secretary

Charlotte Meyers  
Charlotte Meyers, Assistant Secretary

Thomas C. Rose  
Thomas C. Rose, Treasurer

MT. ZION MOTORS, INC.

By: Roy L. Meyers (SEAL)  
Roy L. Meyers, President

GOOD NEWS PLUS, INC.

By: Roy L. Meyers (SEAL)  
Roy L. Meyers, President

GOOD NEWS SALISBURY, INC.

By: Roy L. Meyers (SEAL)  
Roy L. Meyers, President

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SALISBURY, MARYLAND 21801-0307

(301) 746-0333

THE UNDERSIGNED, President of Meyers Enterprises, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

Roy L. Meyers  
Roy L. Meyers, President

THE UNDERSIGNED, President of Culver Oldsmobile-GMC, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby

LIBER 0 4 1 FOLIO 6 6 2

acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

  
 Roy L. Meyers, President

THE UNDERSIGNED, President of Mt. Zion Motors, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.


  
 Roy L. Meyers, President

THE UNDERSIGNED, President of Good News Plus, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said

LAW OFFICES  
 Hearne, Heister & Sperry  
 P. O. BOX 307  
 SALISBURY, MARYLAND 21801-0307  
 (301) 749-0333

LIBERO 041 FOLIO 663

THE UNDERSIGNED, President of Good News Salisbury, Inc., who executed on behalf of said corporation the foregoing Articles of Merger, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles of Merger, to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

  
\_\_\_\_\_  
Roy L. Meyers, President

LAW OFFICES  
**Hearn, Webster & Sperry**  
P. O. BOX 307  
SALISBURY, MARYLAND 21801-0307  
(301) 748-0313

2780 2546

ARTICLES OF MERGER

MERGING

LIBER 0041 FOLIO 0664

MEYERS ENTERPRISES, INC. (MD CORP.)  
CULVER OLDSMOBILE - GMC, INC. (MD CORP.)  
MT. ZION MOTORS, INC. (MD CORP.)  
GOOD NEWS PLUS, INC. (DE CORP.)

INTO

GOOD NEWS SALISBURY, INC. (MD CORP.) SURVIVOR

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND DECEMBER 30, 1985 AT 12:47 O'CLOCK P. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2780 , FOLIO 2529 OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION &  
CAPITALIZATION FEE PAID:  
\$ \_\_\_\_\_

RECORDING FEE PAID:  
\$ 44.00

SPECIAL FEE PAID:  
\$ \_\_\_\_\_

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY

drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*Dean W. Fisher*



A 193171

Record MAY 5, 1986 and recorded in the  
Records of Wicomico County, Maryland in Liber A.J.S.  
No. 11 Folios 647-661

*A. James Smith*

2780 2529

Ex. 4 Det. HWAS 5/13/86

866469

LIBER 0041 FOLIO 665

ROYAL CROWN BOTTLING COMPANY OF SALISBURY, INC.  
ARTICLES OF SALE AND TRANSFER

1985 DEC 31 A  
59

ARTICLES OF SALE AND TRANSFER, entered into this 30<sup>th</sup> day of December, 1985, by and between Royal Crown Bottling Company of Salisbury, Inc., a Maryland corporation (hereinafter sometimes referred to as the "Transferor"), and <sup>7</sup>Seven-Up Bottling Company of Salisbury, Inc. a Maryland corporation (hereinafter sometimes referred to as the "Transferee").

THIS IS TO CERTIFY:

FIRST: Transferor does hereby agree to sell, assign and transfer the property and assets of Transferor to the Transferee, its successors and assigns, as set forth in the Bill Of Sale between Transferor and Transferee and Royal Crown Bottling Company of Cape Charles, Inc., a Virginia corporation, of even date herewith.

SECOND: The name, post office address and principal place of business of the Transferee are: <sup>7</sup>Seven-Up Bottling Company of Salisbury, Inc., whose mailing address is Marine and Parson Roads, Salisbury, Maryland 21801. The resident agent for said Transferee in this state is Thomas L. Imbesi, 6159 Edmundson Avenue, Catonsville, Maryland 21228.

THIRD: The name and state of incorporation of the corporations which are party to these Articles Of Sale And Transfer are as follows: Transferor is Royal Crown Bottling Company Of Salisbury, Inc., a corporation organized under the laws of the State of Maryland.

9.00  
TOTL 9.00  
2499CHK 9.00  
02 01986 5-05 P1:16

9. 2780 2643

LIBERO 041 FOLIO 666

The Transferee is <sup>7</sup>Seven-Up Bottling Company of Salisbury, Inc., a corporation organized under the laws of the State of Maryland.

FOURTH: The nature and amount of the consideration to be paid by Transferee for the property and assets hereby transferred to it as set forth in Article Eighth herein is Two Hundred Thirty Three Thousand Six Hundred Twenty-Two and 18/100 Dollars (\$233,622.18), to be paid to Transferor in accordance with the terms and conditions set forth in the Letter Of Intent between the Transferee, the Transferor and Royal Crown Bottling Company of Cape Charles, Inc. dated December 23, 1985, and the Bill of Sale between the said parties of even date herewith.

FIFTH: The Transferor corporation has principal offices in the following cities: Salisbury, Maryland. The counties in which the Transferor corporation owns property, the title to which could be affected by the recording of an instrument among the land records, are as follows: Wicomico County, Maryland.

The Transferee corporation has principal offices in the following cities: Salisbury, Maryland. The counties in which Transferee corporation owns property, the title to which could be affected by the recording of an instrument among the land records, are as follows: Caroline County and Wicomico County, Maryland.

SIXTH: The Board of Directors of Transferor, by unanimous written informal action signed by all of the members thereof and

## LIBERO 041 FOLIO 667

filed with the minutes of the proceedings of the Board, duly adopted a resolution declaring that it is advisable to sell, assign and transfer all of those assets of the Transferor as set forth in the aforesaid Letter Of Intent and the Bill Of Sale, and directing that these Articles Of Sale And Transfer be submitted for action thereon by the stockholders of the Transferor by unanimous written information action, all in the manner and by the vote required by the Corporations And Associations Article of the Annotated Code of Maryland and the Charter and By-Laws of the Transferor.

A unanimous written informal action setting forth approval of these Articles Of Sale And Transfer was signed by all of the stockholders of Transferor entitled to vote thereon, and such unanimous written informal action is filed with the minutes of the proceedings of the stockholders of Transferor, all in the manner and by vote required by the Corporations And Associations Article of the Annotated Code of Maryland and the Charter and By-Laws of Transferor.

SEVENTH: The Board of Directors of Transferee, by unanimous written informal action signed by all of the members thereof and filed with the minutes of the proceedings of the Board, duly adopted a resolution declaring that it is advisable to purchase all of those assets of the Transferor as set forth in the aforesaid Letter Of Intent and the Bill Of Sale, and directing that these Articles Of Sale And Transfer be submitted for action thereon by the stockholders of the Transferee by unanimous written information action, all in the manner and by

2780 2645

## LIBERO 041 FOLIO 668

the vote required by the Corporations And Associations Article of the Annotated Code of Maryland and the Charter and By-Laws of the Transferee.

A unanimous written informal action setting forth approval of these Articles Of Sale And Transfer was signed by all of the stockholders of Transferee entitled to vote thereon, and such unanimous written informal action is filed with the minutes of the proceedings of the stockholders of Transferee, all in the manner and by vote required by the Corporations And Associations Article of the Annotated Code of Maryland and the Charter and By-Laws of Transferee.

EIGHTH: In consideration of the payment to Transferor of TWO HUNDRED THIRTY THREE THOUSAND SIX HUNDRED TWENTY-TWO AND 18/100 DOLLARS (\$233,622.18), in accordance with the terms and conditions of the Letter Of Intent between Transferee, Transferor and Royal Crown Bottling Company of Cape Charles, Inc. dated December 23, 1985, as amended, and the Bill of Sale, Transferor, Royal Crown Bottling Company of Salisbury, Inc. does hereby bargain, sell, deed, grant, convey, transfer, set over and assign to the Transferee, Seven-Up Bottling Company of Salisbury, Inc., all of Transferor's right, title and interest, forever in fee simple, in and to all of those items and pieces of personal property (tangible and intangible) as set forth and described in the Schedule Of Personal Property, attached hereto and marked "Exhibit A", and incorporated herein by reference (all of which property is hereafter referred to as the "Subject Property").



LIBERO 041 FOLIO 669

TO HAVE AND TO HOLD said Subject Property above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said Seven-Up Bottling Company of Salisbury, Inc., its successors and assigns, forever.

THE SAID TRANSFEROR DOES HEREBY COVENANT that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Subject Property hereby conveyed, that said Transferor will warrant specially the property hereby conveyed, and that Transferor will execute such further assurances of the same as may be requisite.

THESE ARTICLES OF SALE AND TRANSFER are executed, acknowledged, sealed, and delivered in the State of Maryland by Transferor and Transferee, and it is accordingly understood and agreed that these Articles Of Sale And Transfer shall be construed in accordance with the law applicable to contracts made and entirely to be performed within the State of Maryland.

IN WITNESS WHEREOF, the Transferor, Royal Crown Bottling Company of Salisbury, Inc., has caused these Articles Of Sale And Transfer to be signed, sealed and acknowledged in its name and on its behalf as Transferor to these Articles Of Sale And Transfer by its President and attested by its Secretary on this 30<sup>th</sup> day of December, 1985; and the Transferee, Seven-Up Bottling Company of Salisbury, Inc., has caused these Articles Of Sale And Transfer to be signed, sealed and acknowledged in

2780 2647

LIBERO 041 FOLIO 670

its name as Transferee to these Articles Of Sale And Transfer by its President and attested by its Secretary on this 30<sup>th</sup> day of December, 1985.

~~ATTEST~~  
Witness

ROYAL CROWN BOTTLING COMPANY OF SALISBURY, INC. - Transferor  
- Transferor

[Signature]  
Secretary

By: [Signature] (SEAL)  
Harold J. Wendell  
President

~~ATTEST~~  
Witness:

SEVEN-UP BOTTLING COMPANY OF SALISBURY, INC.

[Signature]  
Mark A. Imbesi,  
Secretary

By: [Signature] (SEAL)  
John C. Imbesi,  
President

THE UNDERSIGNED, who executed on behalf of said Royal Crown Bottling Company of Salisbury, Inc. the foregoing Articles Of Sale And Transfer, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles Of Sale And Transfer to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

[Signature]  
Harold J. Wendell,  
President

LIBER 0041 FOLIO 671

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of December, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Harold J. Wendell, and he acknowledged himself to be the President of Royal Crown Bottling Company of Salisbury, Inc., a body corporate of the State of Maryland, and that he, as such officer, being authorized so to do, executed the foregoing Articles Of Sale And Transfer for the purposes therein contained, by signing the name of Royal Crown Bottling Company of Salisbury, Inc. by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.



Carol Ann Parsons  
NOTARY PUBLIC

My Commission Expires: 7/1/86

THE UNDERSIGNED, who executed on behalf of said Seven-Up Bottling Company Of Salisbury, Inc., the foregoing Articles Of Sale And Transfer, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said corporation, the foregoing Articles Of Sale And Transfer to be the corporate act of said corporation and further certifies that, to the best of his knowledge, information and belief, the matters and facts set forth therein with respect to the approval thereof are true in all material respects, under the penalties of perjury.

John C. Imbesi  
JOHN C. IMBESI, President

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of December, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN C. IMBESI, and he acknowledged himself to be the President of SEVEN-UP BOTTLING COMPANY OF SALISBURY, INC., a body corporate of the State of Maryland, and that he, as such officer, being

2780 2649

LIBERO 041 FEB 06 72

authorized so to do, executed the foregoing Articles Of Sale And Transfer for the purposes therein contained, by signing the name of Seven-Up Bottling Company Of Salisbury, Inc., by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.



Carol Ann Powers  
NOTARY PUBLIC

My Commission Expires: 7/1/86

Attachment: Exhibit A

LIBERO 041 FOLIO 673

EXHIBIT A  
SUBJECT PROPERTY

1. To the extent that Transferor can convey, transfer or relinquish its franchises and distributorships, all of Transferor's right, title and interest in and to the distributorships and/or franchises for the manufacture, distribution and sale of the following soft drink beverage products (hereinafter referred to as the "Named Brands": Royal Crown Cola, Diet Rite Cola, Sunkist Orange, A & W Root Beer, Perrier Water, Yoo Hoo Chocolate Drink, Hawaiian Punch, Seagrams carbonated/soft drink products, Nehi Beverages, Vernor's Ginger Ale, and Country Time Lemonade. The above described franchises and/or distributorships shall be exclusively for the Transferee within the following described territory (hereinafter referred to as the "Exclusive Sales Territory"): Accomac and Northampton Counties in the State of Virginia; Somerset, Worcester, Wicomico, Dorchester, and Talbot Counties in the State of Maryland; that portion of Queen Anne's County, Maryland up to a line which runs from the Chesapeake Bay Bridge east to the Maryland-Delaware state line; that portion of Sussex County, Delaware up to a line which runs east from the Maryland-Delaware state line, north of Laurel, Delaware, to the Atlantic Ocean.

2. All of Transferor's right, title and interest in and to its full case lots of soft drink beverage inventory of all of the aforementioned Named Brands which is in merchantable

2780 3651

LIBER 041 JUL 06 74

condition and saleable in the trade (hereinafter referred to as the "Inventory"), which Inventory is listed on Exhibit B-1, incorporated herein by reference and made a part hereof.

\$36,112.37

3. All of Transferor's right, title and interest in and to Transferor's trade accounts receivable arising from the sale of soft drinks of the Named Brands within ninety (90) days from the date hereof, except for customers of the Transferor for which a voluntary or involuntary petition of bankruptcy or assignment for the benefit of creditors has been filed (hereinafter referred to as the "Accounts Receivable"), which Accounts Receivable are listed on Exhibit B-2, incorporated herein by reference and made a part hereof, and all of Transferor's right, title and interest in and to the customer lists, route books, accounts receivable ledgers and all other information concerning the names, addresses and volume of purchases of the Named Brands of soft drinks by the Transferor's customers.

\$62,709.81

4. All of Transferor's right, title and interest in and to the complete and operable vending machines, including coin mechanisms, which are listed on Exhibit B-3 (by name of manufacture, serial number and location) (hereinafter referred to as the "Vending Machines"), which list is incorporated herein by reference and made a part hereof, together with all licenses and permits applicable to said Vending Machines.

\$9,000.00

**LIBER 0041 FOLIO 675**

5. All of Transferor's right, title and interest in and to the motor vehicles listed on Exhibit B-4 (hereinafter referred to as the "Motor Vehicles"), which list is incorporated herein by reference and made a part hereof.

\$78,300.00

6. All of Transferor's right, title and interest in and to Transferor's forklifts which were previously used at Transferor's Salisbury operation (hereinafter referred to as the "Forklifts").

\$10,000.00

7. Consultation and counseling agreement for a term of one (1) year with Transferor and Harold J. Wendell.

\$37,500.00

2780 2653

LIBER 0041 FOLIO 676

ARTICLES OF SALE AND TRANSFER

BETWEEN

ROYAL CROWN BOTTLING COMPANY OF SALISBURY, INC. (MD CORP.) TRANSFEROR

AND

7-UP BOTTLING COMPANY OF SALISBURY, INC. (MD CORP.) TRANSFEREE

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

OF MARYLAND DECEMBER 31, 1985 AT 9:59 O'CLOCK A. M. AS IN CONFORMITY

WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2780 , FOLIO 2649 , OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION & CAPITALIZATION FEE PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
\$ _____	\$ 36.00	\$ _____

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*Dean W. Fisher*



A 193183

Received for Record MAY 5, 1986 and recorded in the  
Records of Wicomico County, Maryland in Liber A.J.S.  
No. 41 ; Folios 665-676.

*A. James Smith*

2780 2642

EX. 4 M. THOMAS L. IMBESI 6159 EDMUNDSON AVE CATONSVILLE MD.  
5/13/86 21228



866470

ARTICLES OF AMENDMENT  
OF

LIBRO 04 | FOLIO 677

<sup>7</sup>  
SEVEN-UP BOTTLING COMPANY OF SALISBURY, INC.

<sup>7</sup>  
Seven-Up Bottling Company Of Salisbury, Inc., a Maryland corporation, having its principal place of business at Salisbury, Maryland, hereinafter referred to as "Corporation", hereby certifies to the State Department of Assessments and Taxation of Maryland, hereinafter referred to as "Department", that:

FIRST: The Charter of the Corporation is hereby amended by striking in its entirety Article FOURTH and by substituting in lieu thereof the following:

"FOURTH: The post office address of the principal office of the Corporation in this State is Marine and Parsons Roads, Salisbury, Maryland 21801. The name and post office address of the Resident Agent of the Corporation in this State is Thomas L. Imbesi, 6159 Edmundson Avenue, Catonsville, Maryland 21228. Said Resident Agent is an individual actually residing in this State."

SECOND: By written informal action unanimously taken by the Board of Directors of the Corporation pursuant to and in accordance with Section 2-408(c) of the Corporations And Associations Article of the Annotated Code of Maryland, the Board of Directors of the Corporation duly advise the foregoing amendments and by written informal action unanimously taken by the Stockholders of the corporation in accordance with Section 2-505 of the Corporations And Associations Article of the Annotated Code of Maryland, the Stockholders of the Corporation duly approve said amendments.

IN WITNESS WHEREOF, Seven-Up Bottling Company Of Salisbury, Inc., has caused these presents to be signed in its name and on its behalf by its President and its Corporate Seal to be hereunder affixed and attested by its Secretary on this 30th day of December, 1985, and its President acknowledges that these Articles of Amendment are the act and deed of Seven-Up Bottling Company Of Salisbury, Inc., and under the penalties of perjury that the matters and facts set forth herein with respect to authorization and approval are true in all material respects to the best of his knowledge, information and belief.

ATTEST:

<sup>7</sup>  
SEVEN-UP BOTTLING COMPANY OF  
SALISBURY, INC.



*Mark A. Imbesi*  
Mark A. Imbesi, Secretary

By *John C. Imbesi*  
John C. Imbesi, President

REC FEE 5.00  
TOTL 5.00  
2498CHK 5.00  
02 01986 5-05 P1:16

(SEAL)

53058174  
53058175

2780 2657

3.

LIBERO 041 FOLIO 678

STATE OF MARYLAND, WICOMICO COUNTY, TO WIT:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of December, 1985, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John C. Imbesi, known to me (or satisfactorily proven) to be the person whose name is subscribed above, who acknowledged himself to be President of Seven-Up Bottling Company Of Salisbury, Inc., and made oath in due form of law that the matters and facts set forth in the foregoing Articles Of Amendment are true to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal.



Carol Ann Parsons  
NOTARY PUBLIC

My Commission Expires: 7/1/86

0004 1 F000679

*Revisited*

PORTER COMPANY OF MARYLAND, INC.  
Principal Office (Address)

(Wicomico County)

Principal Agent (Name and address) Lawrence T. Imbest  
16015 Waltham Rd / Route 404  
Denton, Md. 21629

LIBRARY  
527  
Date of Incorporation  
2:00 P.M.  
December 29, 1955

Amendments and Charter Papers *DO 250464*

Action And Date	Liber	Folio	Action And Date	Liber	Folio
C.R.A. July 14, 1958	F-87	168			
C.A.R.A. - August 15, 1969	F-745	159			
CPA-CRA February 11, 1974	F-2037	419			
CHARTER ANNULLED BY PROCLAMATION OF GOVERNOR AS OF OCTOBER 14, 1962 under Chapter 311 Acts of 1975.					

CHARTER INDEX  
MASTER CARD  
Form No. 58 (1-58)  
State Tax Commission  
Of Maryland

See continuation card for additional amendments

✓

0004 1 F000679

LIBRO 041 FOLIO 680

ARTICLES OF AMENDMENT  
OF  
7-UP BOTTLING COMPANY OF SALISBURY, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION  
OF MARYLAND DECEMBER 31, 1985 AT 9:58 O'CLOCK A. M. AS IN CONFORMITY  
WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2780 , FOLIO 2655 , OF THE RECORDS OF THE STATE  
DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

ORGANIZATION & CAPITALIZATION FEE PAID: \$ \_\_\_\_\_  
RECORDING FEE PAID: \$ 20.00  
SPECIAL FEE PAID: \$ \_\_\_\_\_

TO THE CLERK OF THE CIRCUIT COURT OF WICOMICO COUNTY drb

IT IS HEREBY CERTIFIED, THAT THE WITHIN INSTRUMENT, TOGETHER WITH ALL INDORSEMENTS THEREON, HAS  
BEEN RECEIVED, APPROVED AND RECORDED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

AS WITNESS MY HAND AND SEAL OF THE DEPARTMENT AT BALTIMORE.

*[Handwritten Signature]*



A 193184

Received for Record MAY 5, 1986 and recorded in the  
Records of Wicomico County, Maryland in Liber A.J.S.  
Vol. 41, Folios 627-680.

*A. James Smith* Clerk

2780 2655

EX. 4 M. THOMAS K. IMBESI 6159 EDMUNDSOR AVE. CATONSVILLE, MD.  
5/13/86 21228

v1v79(j)

LIBERO 04 1 FOLIO 681

A

866471

THE LIMITED PARTNERSHIP INTERESTS DESCRIBED HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACT OF ANY STATE OR JURISDICTION. NO SALE, OFFER TO SELL, OR OTHER TRANSFER OF THESE INTERESTS MAY BE MADE BY A LIMITED PARTNER UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT, OR UNLESS IN THE OPINION OF COUNSEL TO COLLEGE LANE APARTMENTS LIMITED PARTNERSHIP THE PROPOSED DISPOSITION FALLS WITHIN A VALID EXEMPTION FROM THE REGISTRATION PROVISIONS OF THOSE ACTS.

AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF COLLEGE LANE APARTMENTS LIMITED PARTNERSHIP

THIS AMENDED AND RESTATED CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP is made and entered into as of the 30<sup>TH</sup> day of December, 1985, by and among ROBERT D. DASHIELL and BRUCE A. MOORE, as General Partners, and the Persons designated on Schedule A as Limited Partners.

WITNESSETH:

REC FEE 12.50  
TOTL 12.50  
2497CHK 12.50  
02 01986 5-05 P1:16

College Lane Apartments Limited Partnership was formed as a Maryland limited partnership pursuant to a Certificate and Agreement of Limited Partnership dated September 20, 1984 and which was received and approved for record by the Maryland State Department of Assessments and Taxation ("SDAT") on October 2, 1984. The foregoing Certificate and Agreement of Limited Partnership was subsequently amended by a First Amendment which was received and approved for record by SDAT on May 28, 1985.

This amendment to, and restatement of, the Certificate and Agreement of Limited Partnership, as amended (i) provides for the continuation of the Partnership, (ii) provides for the withdrawal of Robert D. Dashiell and Bruce A. Moore as Limited Partners, (iii) admits additional Limited Partners, (iv) sets out the rights, obligations and duties of the Partners, and (v) amends and restates the original Certificate and Agreement of Limited Partnership, as amended, in its entirety.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree that the certificate and agreement of limited partnership of College Lane Apartments Limited Partnership shall be as follows:

- 1. Name. The name of the limited partnership (the "Partnership") shall continue to be "College Lane Apartments Limited Partnership."

53653376

12.50

2777 0581

2. Definitions. Throughout this Agreement, the words or word listed below within quotation marks shall have the meanings which follow them:

"Adjusted Invested Capital" - The Capital Contributions of a Partner, less all amounts distributed from a Capital Transaction to that Partner, provided that Adjusted Invested Capital shall not be reduced below zero.

"Affiliate" - A Person who directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with a Partner. The term "control" as used herein (including the terms "controlling," "controlled by," and "under common control with") means the possession, direct or indirect, of the power to: (a) vote 5% or more of the outstanding voting securities of a corporate Partner or such Person; or (b) otherwise direct the management policies of a Partner or such Person by contract or otherwise.

"Agreement" - This Amended and Restated Certificate and Agreement of Limited Partnership, as amended from time to time.

"Bankruptcy" - With respect to any Partner:

(i) its filing a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided;

(ii) its making an assignment for the benefit of creditors;

(iii) its consenting to the appointment of a receiver for all or a substantial part of its property;

(iv) its being adjudicated bankrupt or insolvent;

(v) the entry of a court order appointing a receiver or trustee for all or a substantial part of its property without its consent; or

(vi) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of its property.

"Capital Contribution" - The amount of cash and the fair market value of assets contributed to the Partnership by each Partner. Any reference in this Agreement to the Capital Contribution of a then Partner shall include a Capital Contribution previously made by any prior Partner with respect to the Partnership interest of such then Partner.

vlv79(j)

LIBERO 04 | FOLIO 683

"Capital Transaction" - The refinancing or sale, exchange, condemnation (or similar eminent domain taking), destruction or other disposition of all or substantially all of the assets of the Partnership.

"Cash Flow" - For any fiscal year, all cash receipts of the Partnership (other than proceeds of a Capital Transaction) plus amounts released from reserves, less (i) all cash expenditures (excluding expenditures in connection with a Capital Transaction), (ii) such reasonable reserves for replacements, repairs or to meet anticipated expenses as the General Partners shall determine from time to time, and (iii) such other amounts prohibited by HUD from being distributed by the Partnership. Cash Flow shall be determined separately for each fiscal year or portion thereof and shall not be cumulative.

"Code" - The Internal Revenue Code of 1954, as amended.

"General Partner" - Any and all Persons designated as a General Partner on Schedule A or any Person who becomes a General Partner as provided herein, in such Person's capacity as a General Partner of the Partnership. Such term shall include and refer to two or more General Partners if more than one General Partner shall at any time exist hereunder.

"HUD" - The U.S. Department of Housing and Urban Development, including the Federal Housing Administration, and any successor agency performing similar functions.

"Interim Loan" - The loan to be made to the Partnership in an amount not to exceed \$437,500, which loan shall be secured by the Investor Notes.

"Investor Note" - The promissory note executed by each Limited Partner evidencing his obligation to pay his installments of Capital Contributions to the Partnership.

"Land" - The land located on East College Lane, in Salisbury, Wicomico County, Maryland, containing approximately 11 acres, together with any improvements thereon, as described in a deed dated May 7, 1985 from Village Green Associates to the Partnership.

"Limited Partner" - Any and all Persons designated as a Limited Partner on Schedule A or any Person who becomes a Limited Partner as provided herein, in such Person's capacity as a Limited Partner of the Partnership. Such term shall include and refer to two or more Limited Partners if more than one Limited Partner shall at any time exist hereunder. Schedule A shall be amended to reflect the admission of any additional Limited Partners to the Partnership.

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"Management Agent" - Rental Management, Inc. or such other Person selected by the General Partners to provide management services at the Property.

"Minimum Gain" - The excess of the outstanding principal balance of Partnership nonrecourse debt which is secured by Partnership property (excluding any portion of such principal balance which would not be treated as an amount realized under Section 1001 of the Code and Treas. Reg. §1.1001-2(a) promulgated thereunder if such debt were foreclosed upon), over the adjusted basis of such Partnership property. In all events, the term Minimum Gain shall have the meaning required by any applicable proposed or final regulations promulgated under Section 704(b) of the Code, as from time to time adopted or amended, including, until amended, withdrawn or adopted, Prop. Reg. §1.704-1(b)(4) (iv).

"Mortgage Loan" - The mortgage indebtedness of the Partnership insured by HUD and secured by the Property, and any subsequent mortgage or mortgages thereof.

"Partners" - The General Partners and all Limited Partners, where no distinction is required by the context in which the term is used herein.

"Partnership" - This limited partnership.

"Percentage Interest" - A particular Partner's percentage of ownership interest in the Partnership, as set forth on Schedule A. If Limited Partners owning less than 5 Units are admitted to the Partnership as of any date, the Percentage Interests of the General Partners will include the Percentage Interests allocable to any unsold Units. The General Partners will be entitled to any allocation or distribution attributable to such unsold Units as if the General Partners owned such Units as Limited Partners.

"Persons" - Individuals, partnerships, corporations, unincorporated associations, trusts and estates.

"Prime Rate" - The fluctuating rate of interest published from time to time in The Wall Street Journal under the heading "Prime Rate" in the table entitled money rates for corporate loans at large U.S. money center commercial banks.

"Property" - The Land, together with all residential apartments, commercial buildings and other improvements constructed thereon, and all other real or personal property held by the Partnership.

"Required Majority" - Those Partner or Partners holding more than fifty percent (50%) of the Percentage Interests of the class of Partners in question.



"State" - The State of Maryland.

"Unit" - An interest in the Partnership held by a Limited Partner representing a Percentage Interest of 11% and a Capital Contribution of \$89,000.

3. Principal Office and Resident Agent of Partnership. The principal office, mailing address and place of business of the Partnership shall continue to be at 1215 Ocean City Road, Salisbury, Maryland 21801. The Partnership may have such other or additional offices as the General Partners may determine. The resident agent of the Partnership shall continue to be Robert D. Dashiell, whose address is 1215 Ocean City Road, Salisbury, Maryland 21801.

4. Business and Purpose. The purposes for which the Partnership is formed shall be to acquire and own the Land, and such other property or properties as the General Partners may determine; to construct on the Land residential apartments, commercial buildings or other improvements and renovate any existing improvements; and to acquire and install equipment and machinery necessary or useful in connection with the operation of the improvements and roads, other rights of access, utilities and other necessary facilities. In furtherance of such purposes, the Partnership may own, hold, improve, develop, renovate, rehabilitate, rebuild, enlarge, alter, maintain, lease, manage, operate, sell, convey, demolish, encumber (by mortgage, deed of trust or any other form or method of financing or refinancing, including financing derived from the proceeds of industrial development revenue bonds) or otherwise deal with any real properties or interests in real properties and any buildings, structures or other improvements erected thereon. The foregoing powers and purposes of the Partnership shall also apply to personal or mixed property relating to such real property. In furtherance of the purposes of the Partnership, the Partnership may enter into such contracts, agreements, ventures or arrangements with such other Persons as may be deemed necessary by the General Partners to accomplish any of its purposes. The Partnership shall have the power to do all things which the General Partners believe to be necessary and appropriate in furtherance of the Partnership's purposes.

5. Term. The Partnership commenced on October 2, 1984. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until December 31, 2035.

6. Capital Contributions, Capital Accounts.

A. (i) As their initial Capital Contributions, the General Partners have contributed cash to the Partnership in the amounts as set forth on Schedule A attached hereto.

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(ii) (a) The General Partners are authorized to admit Limited Partners purchasing up to 5 Units or multiples or fractions thereof. Each Limited Partner shall contribute cash to the capital of the Partnership in the amount of \$89,000 per Unit, of which \$1,500 shall be paid upon the Limited Partner's admission to the Partnership and \$87,500 (the "Future Installments") shall be due and payable as follows:

<u>Date</u>	<u>Amount Per Unit</u>
May 1, 1986	\$29,200
May 1, 1987	20,700
May 1, 1988	20,400
May 1, 1989	17,200

Each Limited Partner's unconditional obligation to make the Future Installments shall be evidenced by his Investor Note. The Partnership shall be permitted to pledge or assign the Investor Notes to secure the Interim Loan. After a Limited Partner shall have paid all of his Future Installments, the General Partners will return his Investor Note to him.

(b) Upon the admission of Limited Partners subsequent to the date of this Agreement, Schedule A shall be amended to reflect the name, address and Capital Contribution to be made by each such Limited Partner, and an amendment to this Agreement reflecting such admission shall be filed with SDAT.

(c) If as of May 1, 1986 all 5 Units have not been sold, the Partnership shall purchase the interests of the Limited Partners who have previously been admitted to the Partnership at a price equal to their Capital Contributions as of such date and will return their Investor Notes to them, and such Limited Partners shall be automatically withdrawn from the Partnership.

B. (i) In the event any Limited Partner shall fail to pay his required Capital Contribution on or prior to the time therefor set forth in Section 6(A), he (the "Defaulting Partner") shall be deemed to be in default hereunder and the amount defaulted upon will bear interest until repaid at an annual interest rate equal to eighteen percent (18%) per annum, or the maximum rate allowed by law, whichever is less. The obligation to pay interest will be the obligation of the Defaulting Partner only, regardless of whether his interest in the Partnership is purchased pursuant to this Section 6(B). Upon the occurrence of such default, the assignee of the Defaulting Partner's Investor Note may pursue any and all legal and equitable remedies against the Defaulting Partner in order to collect the amount owing from him to the Partnership, including declaring his Investor Note immediately due and payable. If the assignee of the Defaulting Partner's Investor Note does not elect to foreclose on the

Partnership interest of the Defaulting Partner, the General Partners may pursue any and all available legal and equitable remedies against the Defaulting Partner, including declaring his Investor Note immediately due and payable, and commence the procedure provided in Section 6(B)(ii).

(ii) Upon the occurrence of such default and if the assignee of the Investor Notes does not elect to foreclose on the Partnership interest of the Defaulting Partner, the General Partners or their designees shall have the option to purchase, for the price hereinafter specified, the Defaulting Partner's entire interest in the Partnership. Such option may be exercised by notifying the Defaulting Partner of the exercise thereof and the identity of the purchaser(s). Thereafter, the Defaulting Partner shall not be entitled to cure such default, unless the purchaser(s) so agree.

(iii) The purchase price to be paid to the Defaulting Partner pursuant to this Section 6(B) shall be an amount of cash equal to 10% of the paid-in Capital Contributions of the Defaulting Partner less the sum of all reasonable expenses incurred by the Partnership and the purchasers in connection with the purchase. Each purchaser shall also (a) pay to the Partnership the Future Installment as to which the default occurred, (b) agree to pay the remaining Future Installments of the Defaulting Partner to the Partnership, and (c) execute such other documents as the General Partners shall deem necessary. Upon the closing of the purchase of the Defaulting Partner's interest, the Defaulting Partner (or any General Partner acting as attorney-in-fact for him) shall execute and deliver such agreements, instruments and other documents as may be deemed necessary to transfer to the purchaser the Defaulting Partner's right, title and interest in and to his interest in the Partnership.

(iv) Notwithstanding the foregoing, the obligations of the Defaulting Partner to the Partnership hereunder shall not be extinguished by the existence of any such option to purchase, or by its exercise, but only by, and to the extent of, the Capital Contributions made in his place by the purchaser of his interest hereunder, and the Defaulting Partner shall remain solely liable to pay interest on the amount in default and all expenses associated with the transfer of his interest.

(v) Until a default shall be cured by the Defaulting Partner or his Partnership interest is purchased hereunder, any cash distributions in respect of the interest of the Defaulting Partner shall be applied first to interest on the defaulted amount, second to the defaulted amount and the excess, if any, remaining, shall be allocated to the remaining Partners in accordance with the other provisions of this Agreement. Notwithstanding any other provisions of this Agreement, the profits or losses attributable to a Defaulting Partner's entire interest as a Limited Partner shall be pro rated for federal

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income tax purposes between the Defaulting Partner and the successor(s) to his interest on the basis of the number of days each has held such interest during the taxable year in accordance with the provisions of Section 706 of the Code. For purposes of the foregoing sentence, the Defaulting Partner will be deemed to have disposed of his interest on the day that his Capital Contribution as to which he is in default was due and the successor(s) shall be deemed to have acquired such interest on the next succeeding day. If the Defaulting Partner's interest is not acquired by the end of the Partnership's fiscal year in which the default occurred, all profits or losses attributable to the Defaulting Partner's interest shall be allocated among the remaining Partners in proportion to their respective Percentage Interests.

C. An individual capital account shall be maintained for each Partner. Each such capital account of a Partner shall consist of its initial Capital Contribution, as set forth in Section 6(A) above, increased by any additional Capital Contributions made by such Partner and its share of Partnership profit allocated to such Partner pursuant to this Agreement, and decreased by all distributions to such Partner and its share of Partnership loss allocated to such Partner pursuant to this Agreement.

D. No interest shall be paid on any present or future capital account.

E. No Limited Partner shall be required or obligated by the Partnership or any Partner to make further Capital Contributions of any kind whatsoever to the Partnership beyond the Capital Contribution it shall be obligated to make as set forth in Section 6(A). No Limited Partner shall be required to lend any funds to the Partnership, nor shall any Limited Partner be liable for any debts, liabilities, contracts or obligations of the Partnership. Any loan from a Limited Partner to the Partnership shall be on such terms as mutually agreed upon by such Limited Partner and the General Partners.

F. Notwithstanding anything to the contrary otherwise contained in this Agreement and solely for purposes of determining a Partner's liability with respect to a creditor of the Partnership under applicable state law, to the extent that depreciation, cost recovery and other deductions or distributions taken by a Partner and attributable to any nonrecourse loans of the Partnership shall cause a deficit in such Partner's capital account, such deficit shall not be deemed an asset of the Partnership or the personal liability of any such Partner.

7. Allocation of Profits and Losses; Certain Tax Matters; Distributions.

A. (i) Except as provided in Section 7(A)(ii), the net profits and losses of the Partnership shall be allocated 55% to the Limited Partners and 45% to the General Partners.

(ii) Net profits and losses of the Partnership arising from a Capital Transaction shall be allocated among the Partners as follows:

(a) All profits arising from a Capital Transaction shall be allocated in the following order of priority:

(1) First, if one or more Partners has a negative balance in his capital account, to such Partners in proportion to their respective negative capital account balances until all such Partners' negative capital accounts have zero balances;

(2) second, to the General Partners and Limited Partners in proportion to their respective Adjusted Invested Capital until each such Partner's capital account (determined before reduction to reflect the distribution of proceeds, if any, attributable to the Capital Transaction giving rise to the profits) equals the amount of his Adjusted Invested Capital; and

(3) third, the balance of any such profits shall be allocated among the Partners in the proportions set forth in section 7(C)(iv).

(b) All losses arising from a Capital Transaction shall be allocated in the following order of priority:

(1) first, if one or more Partners has a positive balance in his capital account to such Partners in proportion to their respective positive capital account balances until such Partners' positive capital accounts have zero balances;

(2) second, pro rata, to those Partners whose capital accounts are zero until their capital accounts have been reduced to the level of the Partner with the least lowest negative capital account. These Partners shall then be allocated further loss until all of their capital accounts have been reduced to the level of the Partner with the second lowest negative capital account, and so on and so forth until the negative capital accounts of all Partners are equal; and

(3) third, any remaining loss shall be allocated 55% to the Limited Partners and 45% to the General Partners.

B. Subject to HUD regulations, Cash Flow for each fiscal year shall be applied and distributed among the Partners as soon as practicable after the close of such fiscal year as follows:

(i) First, to the General Partners to repay any loans made by either of them to the Partnership, including interest thereon;

(ii) second, to the Limited Partners until they have received an amount equal to eight percent (8%) of their Adjusted Invested Capital as of the end of such fiscal year, computed on a noncumulative basis;

(iii) third, to the General Partners to the extent of the next \$29,187; and

(iv) fourth, the balance 55% to the Limited Partners and 45% to the General Partners.

C. If there is cash available for distribution from a Capital Transaction, such cash shall be distributed among the Partners as soon as practicable after receipt thereof, in the following order of priority:

(i) First, to the General Partners to repay any loans made by either of them to the Partnership, including interest thereon;

(ii) second, to the Limited Partners to the extent of and in proportion to their respective Adjusted Invested Capital;

(iii) third, to the General Partners to the extent of and in proportion to their respective Adjusted Invested Capital; and

(iv) fourth, the balance 55% to the Limited Partners and 45% to the General Partners.

D. The net profits or net losses of the Partnership shall be determined in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. An accounting shall be made for each fiscal year by the accountants employed by the Partnership as soon as possible after the close of each such fiscal year, to determine the Partners' respective shares of net profits or net losses of the Partnership, which shall be credited or debited, as

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the case may be, to the Partners' respective capital accounts. For tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to and among the Partners in the same proportion in which they share profits and losses.

E. With respect to the allocations of profits and losses or the cash distributions to the Limited Partners as a class, the Partnership will allocate or distribute to each Limited Partner the percentage of that amount which the Percentage Interest held by the Limited Partner bears to the total Percentage Interests of all Limited Partners. With respect to the allocations or distributions to the General Partners as a class, the Partnership will allocate or distribute such amounts among the General Partners as they shall agree upon from time to time.

F. No Partner shall have the right to receive distributions of property from the Partnership. No Partner shall have the right to receive, and the General Partners shall not have the right to make, distributions to a Partner which include a return of all or any part of its Capital Contribution, except to the extent of Cash Flow distributions, proceeds of a Capital Transaction, and Partnership property available for distribution on dissolution of the Partnership, if any, and except as provided in Section 6(A)(ii)(c).

G. No election shall be made by the Partnership, the General Partners or any Limited Partner for the Partnership to be excluded from the application of the provisions of Subchapter K of the Internal Revenue Code of 1954, as amended (the "Code"), or from any similar provisions of State and foreign tax laws which relate to the taxation of partnerships.

H. Notwithstanding any other provision of this Agreement to the contrary, the allocation of loss (or deduction or item thereof) attributable to nonrecourse debt which is secured by Partnership property shall in no event be permitted to the Partners having negative capital account balances to the extent that the sum of negative capital account balances of the Partner or Partners receiving such allocations (excluding the portion, if any, of such negative balances that must be restored upon liquidation of the Partnership) would exceed the Minimum Gain (determined at the end of the Partnership taxable year to which the allocations relate). Instead, such loss (or deduction or item thereof) shall be allocated first to the Partners having positive capital accounts, in proportion to such positive capital accounts, until all such positive capital accounts have been reduced to zero, and any additional loss (or deduction or item thereof) shall be allocated to the Partners in accordance with their Percentage Interests. The Partner or Partners having negative capital account balances resulting in whole or in part from allocations of loss (or deduction or item thereof) attributable to nonrecourse debt which is secured by Partnership property

shall, to the extent possible, be allocated profit (income, gain or item thereof) in an amount no less than the excess of the sum of such negative capital account balances over the Minimum Gain at a time no later than the time at which the Minimum Gain is reduced below the sum of such negative capital account balances.

I. Notwithstanding any other provision of this Agreement to the contrary, the interests of the General Partners, taken together, in each material item of Partnership income, gain, loss, deduction or credit shall be equal to at least one percent (1%) of each such item at all times during the term of the Partnership.

8. The General Partners; Rights, Powers and Duties.

A. In addition to the powers now or hereafter granted the general partner of a limited partnership under applicable law or which are granted the General Partners under any provisions of this Agreement, the General Partners shall have full, exclusive and complete discretion, power and authority, subject in all cases to the provisions of this Agreement and the requirements of applicable law, to manage, control, administer and operate the business and affairs of the Partnership for the purposes herein stated, to make all decisions affecting such business and affairs, to adopt such accounting rules and procedures as they deem appropriate in the conduct of the business and affairs of the Partnership and to do all things which they deem necessary or desirable in the conduct of the business and affairs of the Partnership, including without limitation, for Partnership purposes, the power:

(i) to receive and expend capital and receipts of the Partnership, to maintain and operate books of account in the Partnership's name and to incur obligations and liabilities on behalf of the Partnership in furtherance of the Partnership's business, subject to the limitation in Section 6(E);

(ii) to employ such Affiliates and personnel as they shall deem desirable or advisable for the conduct of Partnership activities, including permanent, temporary or part-time employees and outside contractors or consultants, and to determine their compensation and other terms of employment;

(iii) to sell, trade, transfer, exchange, dispose of, develop, encumber, mortgage or lease all or any portion of the Property in furtherance of the Partnership's business upon such terms and conditions and for such consideration as the General Partners deem appropriate;

(iv) to borrow money for Partnership purposes on any terms they see fit and, in connection therewith, to issue evidences of indebtedness, to refinance existing indebtedness, and to pledge or hypothecate or otherwise encumber any or all of



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the assets and revenues of the Partnership; provided, no creditor who makes a nonrecourse loan to the Partnership may have or acquire at any time any direct or indirect interest in the profits, capital or property of the Partnership, other than as a secured creditor;

(v) to take such action and execute and deliver such documents as may be required in connection with any mortgage, note, industrial revenue bond, building loan agreement, ground lease, construction contract, bond, indemnity, security agreement, escrow, bank letter of credit or otherwise in connection with the financing of the Property;

(vi) to enter into, perform and carry out contracts of any kind, including contracts with Affiliates, necessary to, in connection with or incidental to the accomplishment of the purpose of the Partnership, specifically including, but not limited to, the execution and delivery of all agreements, certificates, instruments or documents in connection with the acquisition, construction, development, improvement, rehabilitation, maintenance and operation of the Property or otherwise required in connection with the Property;

(vii) to manage and lease the Property, and in connection therewith, to employ a management agent, including an Affiliate, and pay reasonable compensation for such services;

(viii) to purchase, at the expense of the Partnership, liability and other insurance to protect the Property and other Partnership assets, as the General Partners in their best judgment deem prudent;

(ix) to do any and all other things affecting the rights and obligations of the Partnership, including, without limiting the generality of the foregoing, the employing of attorneys and the incurring of other legal expenses and the conduct or settlement of claims and litigation;

(x) to establish reasonable reserve funds to provide for future requirements of the Property for maintenance, repair and replacement;

(xi) to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Partnership, so long as said activities and contracts may be lawfully carried on or performed by a partnership under the laws of the State;

(xii) to enter into, on behalf of the Partnership, (a) easements, rights of way, utility or other agreements necessary for the development of the Property, and (b) easements, cross-easements, rights of way and other agreements required to

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permit access over, through and across the Property; provided, however, all of the foregoing shall be in accordance with applicable law and regulations;

(xiii) to appoint a tax matters partner for all purposes under the Code and all regulations promulgated thereunder; and

(xiv) to obtain the Interim Loan on such terms as the General Partners in their discretion deem advisable, to secure the Interim Loan by the Investor Notes and such other collateral as required by the lender thereof, and to execute and deliver all documents, notes or agreements deemed necessary or appropriate by the General Partners in connection therewith.

All decisions of the General Partners shall require their unanimous approval. Any one of the General Partners is authorized to execute and deliver on behalf of the Partnership any document, agreement, instrument or resolution so approved by the General Partners and deemed necessary or desirable in furtherance of the Partnership's purposes. No Person dealing with a General Partner need inquire concerning the validity or propriety of any document, agreement, instrument or resolution executed in the name of the Partnership by a General Partner, or as to the authority of the General Partner executing the same.

B. After Limited Partners have been admitted to the Partnership who have purchased 5 Units, the General Partners may only admit additional Limited Partners to the Partnership with the prior consent of the Required Majority of the then Limited Partners. Substitute Limited Partners may be admitted to the Partnership pursuant to Section 9 hereof. No additional General Partner may be admitted to the Partnership, except upon the prior written consent of all the Partners.

C. The General Partners may, in their discretion, subcontract and/or delegate all or any part of their duties to any entity chosen by them, including an Affiliate, but such delegation shall not relieve the General Partners of their responsibilities hereunder.

D. A General Partner may not resign or withdraw from the Partnership, or at any time sell, assign or otherwise dispose of all or any portion of its interest in the Partnership, without the consent of the Required Majority of the Limited Partners, the other General Partner, and, if necessary, HUD. This paragraph shall not prohibit the transfer of a corporate General Partner's interest in the Partnership by means of a transfer of stock in, or merger, consolidation or transfer of substantially all of the assets of, the General Partner.

E. Notwithstanding anything to the contrary otherwise contained in this Agreement, either General Partner, without the

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consent of any other Partner, may assign all or any portion of its right to receive distributions under Sections 7 and 11 by reason of his General Partner's interest as security for borrowings to the extent, but only to the extent, of the General Partner's proportionate interest therein; provided, however, that (i) such assignment shall not release the General Partner from any of his obligations or liabilities hereunder, and (ii) no assignee of such General Partner's interest shall have the right to become a Partner for any purpose as a result of such assignment.

F. To the extent deemed feasible by the General Partners, the title to the Property shall be in the name of the Partnership. The Partnership may, however, if permitted by law, for its convenience, hold title to Property in the names of the nominees, trustees or agents, or in whatever manner the General Partners may find convenient and advantageous. Each General Partner holding title to Property agrees to abide by and do whatever act is required by the Partnership with respect to the Property, including, but not by way of limitation, the execution of all requisite deeds, assignments, deeds of trust or other instruments, and further agrees that all Property so held shall be treated as Partnership property, subject to the terms of this Agreement. The General Partners are hereby authorized to take title to any Property and any one General Partner shall have the authority to execute any and all documents relating thereto on behalf of the Partnership, and all of the Partners hereby ratify and confirm any such action by the General Partners. Any deed, bill of sale, mortgage, note, deed of trust, bond, financing statement, option, contract of sale or other document related to the Property or the Partnership may be signed by either General Partner and no other signatures shall be required.

G. (i) Bruce A. Moore, one of the General Partners, shall loan the Partnership the sum of \$184,000 (the "Construction Completion Loan"), the proceeds of which Construction Completion Loan shall be used by the Partnership to pay Robert D. Dashiell, Inc. a builder's fee of \$184,000. The Construction Completion Loan shall bear interest until repaid at 2% per annum over the Prime Rate. The payment of interest on the Construction Completion Loan, and the repayment of the principal of the Construction Completion Loan, shall be made out of Cash Flow and the proceeds of a Capital Transaction but in no event later than the dissolution of the Partnership. Each payment shall first be applied to accrued interest and the balance shall be applied to the principal. All payments with respect to the Construction Completion Loan shall be subordinate to all payments then due with respect to the Interim Loan.

(ii) On any other loans made to the Partnership by a General Partner, the General Partner shall receive interest thereon until repaid equal to two percent (2%) over the Prime Rate, except as otherwise agreed by the General Partners. Each

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payment made by the Partnership to the General Partner with respect to any loan shall be applied first to accrued interest and then to the outstanding balance of the principal thereof.

H. The General Partners may amend this Agreement in any way deemed necessary or desirable by them (i) to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of the Internal Revenue Service or any federal or state agency, or in any federal or state statute, compliance with which they deem to be in the best interests of the Partnership, (ii) to comply with the Minimum Gain rules or any Treasury regulations regarding Partnership allocations, or (iii) to cure an ambiguity or correct or supplement any provision herein contained which may be defective or inconsistent with any other provision herein contained. The General Partners may amend Schedule A to reflect the admission of additional Limited Partners and adjustments to the Percentage Interests of the Partners.

I. The election of a new General Partner in the event of the death, resignation, withdrawal, liquidation, dissolution, Bankruptcy or legal incompetency of a General Partner (the "withdrawing General Partner") pursuant to the provisions of Section 9(F)(iii), shall be effective only if each of the following conditions shall have been satisfied:

(i) The new General Partner shall have agreed to accept the responsibilities of the withdrawing General Partner and shall have made arrangements satisfactory to the withdrawing General Partner (or its personal representative, trustee or guardian) to absolve the withdrawing General Partner (and its personal representative, trustee or guardian) from personal liability on any Partnership borrowing. If the Partnership creditors will not consent to such novation, the new General Partner will be required to indemnify the withdrawing General Partner (and its personal representative, trustee or guardian) for any subsequent liabilities.

(ii) The Agreement shall have been amended to name the new General Partner, and all necessary or appropriate filings with State or other authorities have been made.

(iii) The Partnership shall have received an opinion of its counsel to the effect that the substitution of such new General Partner will not result in the Partnership being classified for federal income tax purposes as an association taxable as a corporation and not as a partnership.

J. (i) In the event a new General Partner is elected pursuant to this Agreement, such new General Partner shall purchase, no later than 180 days after the occurrence of the governing event described in Section 9(F)(iii) (the "Governing Event"), the entire interest of the withdrawing General Partner

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in the Partnership at a price equal to its fair market value as of the date of the Governing Event. Such purchase price shall be paid to the General Partner (or its personal representative, trustee or guardian) in cash, or upon such other terms as may be agreed upon by the parties.

(ii) Unless the withdrawing General Partner and the new General Partner shall have agreed as to the value of the Partnership interest within 90 days after the Governing Event, the fair market value of the withdrawing General Partner's interest in the Partnership shall equal the Partnership's Fair Market Value as of the date of the Governing Event multiplied by the withdrawing General Partner's Percentage Interest. The Partnership's Fair Market Value shall equal the amount of the Partnership's assets, less the amount of its liabilities, as shown on the Partnership's books and records as of the date of the Governing Event, determined by the certified public accountant regularly engaged by the Partnership or mutually selected by the parties, in accordance with generally accepted accounting principles on the accrual basis, but adjusted as follows:

(a) Appropriate provisions shall be made for the regular business expenses which would normally be incurred during the remainder of the fiscal year but which would be allocable in part to the portion of the fiscal year prior to the Governing Event.

(b) No amount shall be included for goodwill or other intangible assets, except as may be reflected on the books of the Partnership immediately prior to the Governing Event.

(c) Contingent liabilities not reflected on the books of the Partnership shall be treated as liabilities.

(d) Real estate and the improvements thereon shall be valued at fair market value as of the Governing Event rather than book value. The fair market value of the real estate and improvements of the Partnership shall be determined as follows:

(1) An appraiser or appraisers shall be jointly selected by the withdrawing General Partner and the new General Partner within 90 days after the Governing Event, and the determination of such jointly selected appraiser or appraisers as to the fair market value of such property shall be binding and conclusive on both General Partners.

(2) If the withdrawing General Partner and the new General Partner do not or cannot agree upon the selection of an appraiser or appraisers within the period stated in Section 8(J)(ii)(d)(1), then, within 100 days after the date of the Governing Event, the withdrawing General Partner shall

appoint an appraiser and the new General Partner shall appoint a second appraiser. The two appraisers so appointed shall select a third appraiser within seven days after both shall have been so appointed. If any party entitled to appoint an appraiser does not do so, the appraiser appointed by the other party shall act alone. If the two appraisers fail to jointly select the third appraiser within the time period hereinabove specified, then the withdrawing General Partner shall select such third appraiser. Each of the three appraisers so appointed (or the one of them if only one is appointed) shall, within 150 days after the date of the Governing Event, furnish the withdrawing General Partner and the new General Partner with an appraisal setting forth its determination of the fair market value of such property. The average of the two closer valuations of such three appraisers, or the valuation of the sole appraiser if only one is appointed as hereinbefore provided, shall be determinative of the fair market value of such property for the purposes of this Agreement. However, in the event the average of the highest and lowest of the appraisals is equal to the middle appraisal, such middle appraisal shall be determinative of fair market value. Each appraiser shall be a member of the American Institute of Real Estate Appraisers, or comparable organization. The costs of the appraisals and other costs associated with determining the Partnership's Fair Market Value shall be borne equally by the withdrawing General Partner and the new General Partner.

9. The Limited Partners; Rights and Obligations; Assignments

A. No Limited Partner, in its capacity as a Limited Partner, shall take part in the management or control of the business or transact any business for the Partnership, and no Limited Partner, in its capacity as a Limited Partner, shall have the power to sign for or bind the Partnership in any manner whatsoever. No salary shall be paid to any Limited Partner nor shall any Limited Partner have a drawing account. No Limited Partner shall perform any act detrimental to the best interests of the Partnership or which would make it impossible to carry on the ordinary business of the Partnership.

B. No Limited Partner may transfer, sell, assign, alienate, encumber, donate or otherwise dispose of all or any portion of its interest in the Partnership without the prior written consent of the General Partners, which consent may be withheld in the discretion of either of the General Partners, and the consent of HUD, if necessary.

C. No transfer, sale, assignment, substitution or other disposition by a Limited Partner shall be effective as against the Partnership unless and until such transferee, purchaser, assignee or donee (i) executes and delivers such documents, including an amended certificate of limited partnership, and takes such other action as the General Partners shall deem

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necessary or advisable to cause him to become a substitute Limited Partner, (ii) shall pay all reasonable expenses required by the General Partners to be paid in connection therewith, including, without limitation, the cost of preparing, executing and recording an amended certificate of limited partnership and (iii) shall, if requested by the General Partners, present an opinion of counsel, acceptable to counsel to the Partnership, that such assignment would not violate applicable state and federal securities laws or adversely affect the status of the Partnership as a partnership for federal income tax purposes and as a limited partnership under the laws of the jurisdictions in which the Partnership is doing business.

D. No transfer, sale, assignment, substitution or other disposition of a Limited Partner's interest shall be effective to convey the subject matter thereof until all such certificates and other documents shall have been executed and filed and all other acts shall have been performed as specified in Section 9(C).

E. In the event of a Limited Partner's death, legal incompetency, dissolution or Bankruptcy, no Person who succeeds to such Limited Partner's rights shall become a substituted Limited Partner unless and until the provisions of Sections 9(B) and 9(C) shall be met, but such Person shall be entitled to receive the distributions and allocations to which such Limited Partner would have been entitled and shall have the same rights, subject to the same limitations, as such Limited Partner would have had to assign or transfer its interest in the Partnership.

F. Subject to the approval of the Required Majority of the Limited Partners, the Limited Partners shall have the right to:

(i) approve the amendment of the Partnership Agreement, subject to Section 18;

(ii) approve the termination of the Partnership; and/or

(iii) elect a new General Partner in the event of a General Partner's death, resignation, withdrawal, liquidation, dissolution, Bankruptcy or legal incompetency, subject to Section 8(I).

The General Partners shall cause a meeting to be held and a vote taken on any matter referred to in Section 9(F). The meeting will be held not less than 10 days nor more than 60 days after the mailing of the notice of the meeting to the Limited Partners, at a reasonable time and place.



10. Compensation and Reimbursements.

A. Bruce A. Moore, one of the General Partners, shall be repaid the sum of \$373,055 (the "Equity Requirement") advanced by him in connection with the closing of the Mortgage Loan, together with interest thereon from the date advanced until the date of repayment. The annual interest rate applicable from the date the Equity Requirement was advanced until the date of this Agreement shall be 12.5% per annum. The annual interest rate applicable from the day immediately after this Agreement until the date of repayment shall be 2% over the Prime Rate. To the extent Bruce A. Moore is not repaid the Equity Requirement, plus the applicable interest thereon, out of the proceeds of the Interim Loan, the unpaid balance plus interest thereon shall be repaid out of the Limited Partners' Capital Contributions to the Partnership, Cash Flow and the proceeds of a Capital Transaction, but in no event later than the dissolution of the Partnership. All payments with respect to the unpaid Equity Requirement shall be subordinate to all payments then due with respect to the Interim Loan.

B. Bruce A. Moore shall be repaid the Construction Completion Loan described in Section 8(G) (i) of this Agreement.

C. The Partnership shall pay organizational expenses of up to \$16,000 in connection with services rendered and expenses incurred relating to the organization and structuring of the Partnership.

D. The Partnership shall pay syndication expenses of up to \$12,000 in connection with services rendered, brokerage commissions and expenses relating to the syndication of the Units.

E. The Partnership shall pay the General Partners and others engaged by the Partnership an aggregate sum of up to \$10,000 for services rendered and expenses incurred in obtaining the Interim Loan.

F. The Partnership shall pay up to \$6,000 for tax advice rendered by lawyers and accountants to the Partnership prior to the date of this Agreement.

G. The Partnership will pay the Management Agent, in consideration for day-to-day management services, a project management fee of 3.5% of the gross rents or such other amount to the extent permitted by HUD from time to time.

H. For their continuing services in administering and managing Partnership affairs, the Partnership shall pay the General Partners an annual Partnership management fee of \$10,000 per annum for the years 1986 - 1989, increasing to \$25,000 in 1990 and increasing annually thereafter based on increases in the cost of living index, pursuant to the Partnership Management