CLERKS NOTATION
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ANNE ARUNDEL COUNTY, MARYLAND

ARTICLES OF INCORPORATION AND LIMITED PARTNERSHIPS

H. ERLE SCHAFER
CLERK OF THE CIRCUIT COURT

Book 182

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P&M LIMITED PARTNERSHIP

182 PAGE 01

CERTIFICATE OF LIMITED PARTNERSHIP

(THIRD AMENDED)

The undersigned partners, pursuant to Sections 10-201, 10-202 and 10-206, as made effective by the provisions of Section 10-1104 of the Maryland Revised Uniformed Limited Partnership Act (MRULPA), hereby restate and amend the Certificate of Limited Partnership previously filed on behalf of P&M Limited Partnership and recorded at Book 14, Page 99, amended and recorded at Book 14, Page 273, and further amended and recorded at Book 14, Page 334 in the Records of the Circuit Court of Anne Arundel County, Maryland, in order to comply with and be governed by the provisions of MRULPA, and hereby state as follows:

1. The name of the partnership shall be "Maryland P&M Limited Partnership".

2. The purpose for which the partnership is formed shall be to own and develop certain real estate known as Lot 3 Friendship Airpark located in the 5th District, Anne Arundel County, Maryland and for such other lawful purposes as a limited partnership may carry on under the laws of the State of Maryland.

3. The address of the principal office of the partnership

Boulevard
yland 21061

FOR RECORD
ANNE ARUNDEL COUNTY
31 AM 10:52
BREY COLLISON
CLERK

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The name and address of the resident agent of the partnership is:

Paul Louis Otto
521 DiGiulian Boulevard
Glen Burnie, Maryland 21061

4. The names and places of residence of the general partner and of the limited partner are as follows:

General Partner: Paul Louis Otto
9918 Julliard Drive
Bethesda, Maryland 20016

Limited Partner: Marlene Otto
9918 Julliard Drive
Bethesda, Maryland 20016

5. The contribution of the Limited Partner shall be the sum of $1,000.00.

6. The Limited Partner is not required to make any additional contribution beyond the amount stated in paragraph 5, *supra*.

7. The Limited Partner shall have no right to substitute an assignee as contributor, but the Limited Partner may assign her benefits under the Partnership to an assignee.

8. The Limited Partner shall have the right to demand and receive property other than cash in return for her contribution.

9. The contribution of the Limited Partner may, at the election of the Limited Partner, be returned from the initial profits of the Partnership.

10. The term of the Partnership shall be from the date of execution hereof until December 31, 2002 or until dissolution by

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act of the partners or by operation of law, whichever shall first occur.

11. The Limited Partner shall receive fifty (50) percent of the profits and other income of the Partnership.

12. The Partners may by unanimous consent, admit additional limited partners to the Partnership.

13. There are no priorities.

Attest: _____ Attest: _____
Paul Louis Otto
General Partner

Marlene G. Otto
Limited Partner

STATE OF Maryland :

COUNTY OF Prince George's :

I, Jan S Lyles, a Notary Public in and for the State and County aforesaid, do hereby certify that Paul Louis Otto and Marlene G. Otto, who are personally well known to me named in the foregoing instrument bearing date on the 2nd day of July, 1985, personally appeared before me and acknowledged its execution to be their acts and deeds, and that same was executed by them for the purposes therein contained.

Jan S Lyles
Notary Public

My commission expires: 01 July 1986

Return to: Thomas P. McErlean
Ogden, Coyle, McErlean & Ostmann
1820 Jefferson Place, N.W.
Washington, D.C. 20036
(202) 331-8464

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Book 182 - Page 103-A

BOOK 23 PAGE 699

OF	✓
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT NAME	
RESIDENT AGENT ADDRESS	

Cert of Amend
of N

New Name
Maryland P & M Limited
Partnership

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
3:00	7	2	85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☐ APPROVED BY

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old
make
card

Thomas P. McCleary Esq
1820 Jefferson Place NW
Wash. D.C. 20036

1985 JUL -2 PM 3:00

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BOOK 23 PAGE 700

CERTIFICATE OF AMENDMENT
OF
MARYLAND P&M LIMITED PARTNERSHIP

182 PAGE 04

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 02, 1985 AT 03:00 P. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2731, FOLIO 000684 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1955541

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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BOOK 24 PAGE 15

003033

VOL 182 PAGE 05

CERTIFICATE OF LIMITED PARTNERSHIP

OF

ACADEMY JUNCTION LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made and entered into effective as of the 29 day of June, 1985, by and among the undersigned parties.

EXPLANATORY STATEMENT

By Limited Partnership Agreement dated the 11th day of September, 1979 (the "Agreement"), a limited partnership known as "Academy Junction Limited Partnership" was formed pursuant to the laws of the State of Maryland. A Certificate of Limited Partnership is recorded among the Partnership Records of Anne Arundel County, Maryland (hereafter the "Certificate").

The parties hereto desire to comply with the provisions of the Maryland Revised Uniform Limited Partnership Act and to restate the Certificate in its entirety. The parties hereto desire to elect to be governed by the provisions of the said Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Name.

The name of the Partnership is "Academy Junction Limited Partnership."

2. Purpose.

The purpose for which the Partnership was formed was to engage in the business of owning, investing in, developing and operating real estate and related businesses. In furtherance of such business, the Partnership may acquire by purchase, lease or otherwise, real property and interests in real property and may own, hold, improve, lease, sell and manage any real property so acquired, and may erect or cause to be erected buildings of

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CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:52
E. AUBREY COLLISON
CLERK

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every nature, kind and description on such property, and may manage, operate, lease, rebuild, enlarge, alter, improve or demolish and rebuild same. The Partnership may encumber (by mortgage, deed of trust or any other form or method of financing or refinancing) or dispose of any real property or interest in real property or any buildings, structure or other improvements presently or in the future, erected thereon. The foregoing power and purposes of the Partnership shall also apply to personal or mixed property relating to such real estate investments. In furtherance of the business and purposes of the Partnership, this Partnerhsip may enter into such contracts, agreements, ventures or arrangements with such other joint venturers, partnerships, corporations, trusts, associations, individuals or other entities as may be deemed necessary by this Partnership to accomplish any of its purposes.

3. Principal Office and Resident Agent.

The location of the Partnership's principal office shall be 411 Telegraph Road (Midway Building), Odenton, Maryland 21113, or such other place or places as may from time to time be determined by the General Partner. The name and address of the Resident Agent is: Albert A. Winer, 411 Telegraph Road (Midway Building), Odenton, Maryland 21113.

4. Partners.

The name and home or business address of each Partner is as follows:

General Partner:

Albert A. Winer	3705 Breton Way Baltimore, Maryland 21208

Limited Partners:

Sandra H. Uhlfelder	3311 Woodvalley Drive Baltimore, Maryland 21208
Jay I. Winer	3633 Sussex Road Baltimore, Maryland 21207
Jeffrey L. Winer	6 Breton Hill Road Baltimore, Maryland 21208

5. Capital Contributions

The capital contributions of each Limited Partner to

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the Partnership is as follows:

(a) Each Limited Partner has contributed $300.00 in cash to the Partnerhsip. The Limited Partners are not required to contribute any further contribution of capital to the Partnership.

Additional Capital Contributions.

The Limited Partners are not required to make any additional capital contributions to the Partnership.

6. Death or Incapacity of a Limited Partner.

In the event of the death or incapacity of a Limited Partner, the Partnership shall not be terminated, but the successor in interest of a deceased or incapacitated partner shall succeed to the interest of such Limited Partner and be substituted as a Limited Partner.

7. Bankruptcy of a Partner.

If any Partner, hereinafter called the "Insolvent Partner" shall take advantage of any bankruptcy or insolvency act, or if any insolvency petition shall be filed against such Partner and a final adjudication of insolvency entered thereon, or a Partner shall make an assignment for the benefit of creditors, then, within 90 days after such adjudication or assignment, the General Partners shall have the option (exercisable by giving written notice by registered mail to the insolvent Partner or his or its assignee, trustee in bankruptcy or other legal representative) to purchase all (but not less than all) of the insolvent Partner's Partnership interest (including contribution) at an all-cash price equal to the insolvent Partner's capital account (as hereinafter defined) as of the date of such adjudication or assignment. The aforesaid option is granted to the General Partners in proportions as their percentages of Partnership interest (or in such other proportions as they mutually determine); but if any General Partner does not desire to exercise such option, then his portion may be taken up pro rata by the other General Partners or Partner, as the case may be.

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For purposes of all the provisions of this Agreement, the capital account of a Partner as of any date is hereby defined to mean the amount of such Partner's cash contribution to the capital of the Partnership, properly adjusted to reflect (i) such Partner's distributive share of Partnership profits and losses (including, if such date is not the close of a fiscal year, such Partner's distributive share of Partnership profit and losses for the period from the close of the last such fiscal year to such date); and (ii) distributions by the Partnership to such Partner (including, if such date is not the close of a fiscal year, distributions by the Partnership to such Partner from the close of thee last such fiscal year to such date).

8. Transfer of Partnership Interest and Additional Partners.

(a) Except as provided in this Part 5, no Limited Partner shall have the right to sell, transfer, assign, convey or otherwise dispose of his interest in the Partnership or any of its assets except with the express written consent of all of the other Partners.

(b) If any Limited Partner desires to sell, assign, transfer, convey or otherwise dispose of all or any portion of his interest in and to the Partnership, he shall first offer such interest for sale to all of the other Partners ("Offeree Partners") in equal proportion by giving them notice in writing of his desire to sell, assign, transfer, convey or make other disposition of his Partnership interest, which notice shall be accompanied by a true copy of a bona fide written offer made by a third party for the purchase of the interest of the Offering Partner. The Partners to whom such notice is sent shall have thirty (30) days from the date of such notice to accept or reject such offer on the same terms and conditions as are set forth in such bona fide offer accompanying such notice. If such offer is accepted by less than all of the Offeree Partners within such

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thirty (30) day period, the Offering Partner shall reoffer his entire Partnership interest to those Partners who accepted such offer, and such Partners shall have an additional thirty (30) days period after such reoffer to determine whether or not to purchase the entire interest of the Partner making the offer.

(c) In the event an offer or reoffer is accepted pursuant to Subparagraph (b) hereof, the purchase price shall be the same as is set forth in the bona fide offer accompanying the notice made by the Offering Partner and shall be payable upon the same terms and conditions set forth therein. Settlement shall take place within thirty (30) days after the date of acceptance of such offer or reoffer. If none of the Offeree Partners to whom such offer or reoffer is made pursuant to Subparagraph (b) hereof accepts such offer or reoffer within the applicable time periods therein set forth, the Offering Partners shall be free to sell, assign, transfer, or make other disposition of his Partnership interest to the parties who submitted such bona fide offer upon the terms set forth in such bona fide offer for a period of sixty (60) days, provided such third party executes an agreement agreeing to be bound by all the terms of this Partnership Agreement.

(d) Notwithstanding anything herein contained to the contrary, any Partner may at any time sell, assign, transfer, convey or otherwise dispose of all or any portion of his interest in and to the Partnership and its assets, including disposition by Last Will and Testament and by intestacy or by operation of law (hereinafter collectively called "Assignment"), to his parent(s), surviving spouse and/or descendant(s) or to a trust, the beneficiary of which is his parent(s), surviving spouse and/or descendant(s), or to a charitable corporation controlled by such Partner's parent(s), spouse or descendant(s) (such transferees collectively hereinafter called "Family Transferee"). Notwithstanding any such Assignment to a Family Transferee, all decisions made and all actions taken with respect to the trans-

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VOL 182 PAGE 10

CLERKS NOTATION
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ferred Partnership interest or by or on behalf of the transferor shall continue to be made and taken by said transferor during his lifetime, notwithstanding the fact that he has made such Assignment of all or a portion of his interest in the Partnership to such Family Transferee.

(e) Except as otherwise provided in this Part 5, no additional partners may be admitted into the Partnership and no partner, General or Limited, may assign, pledge, encumber, hypothecate, or in any manner transfer his interest in the Partnership.

(f) The General Partner may admit such additional general or limited partners to the Partnership as he may deem advisable, but no such admission of such limited partners shall dilute the interest of any Limited Partner in the Partnership's capital or in the Partnership's profits and losses, but all such interest of such Limited Partners shall be charged against the interests of the General Partner except in such cases as a Limited Partner is assigning with the consent of the General Partner, a portion of his interest in the Partnership, in which case the assigning Limited Partner's interest shall be reduced accordingly.

9. Partner's Right of Withdrawal.

Except as provided in Part 5 above, regarding the death or bankruptcy of a Partner, or the sale of a Partnership interest, there is no provision in the agreement for withdrawal from the Partnership of any Partner.

10. Distribution of Property.

Cash flow of the Partnership, as defined in the Agreement, is to be distributed among the Partners annually, but may be distributed more frequently if the General Partner shall deem it advisable to do so. The General Partner may also make additional distributions among the Partners. All distributions from the Partnership shall be made, on a cumulative basis, among the Partners in proportion to their share of Partnership profits

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and losses. Upon termination of the Partnership, the Partnership shall be dissolved and the General Partner shall forthwith liquidate the Partnership business. Insofar as possible, after the payment of Partnership obligations, any real property, including buildings or improvements thereon and other property relating thereto, owned by the Partnership may be retained and distributed in kind to the Partners as tenants in common.

11. Return of Contribution.

Except as set forth in part 9 above, no Limited Partner shall have the right to demand property other than cash in return for his contribution. The Agreement does not give a Limited Partner any right to receive, or a General Partner to make, distributions to a Limited Partner which include a return of all or any part of the Limited Partner's contribution, except as above provided.

12. Term.

The term for which the Partnership is to exist is until December 31, 2029, and thereafter from year to year until terminated. The Partnership shall terminate when all of the property owned by the Partnership shall have been disposed of and the net proceeds, after making proper provision for liabilities of the Partnership, have been distributed among the parties in accordance with the terms of the Agreement.

13. Continuation of Partnership.

Upon the death or incapacity of the General Partner, the Partnership shall continue without any further action or documentation and the Limited Partners shall purchase, pro rata among themselves, and the estate of the General Partner shall sell, the entire Partnership interest of the General Partner.

IN WITNESS WHEREOF, this Agreement has been executed by the Partners as of the day and year first above written.

WITNESS:

_____ _____ (SEAL)
ALBERT A. WINER

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Book 182 Page 12-A

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BOOK 24 PAGE 22

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as to all

_____ Sandra H. Uhlfelder (SEAL)
SANDRA H. UHLFELDER

_____ Jay I. Winer (SEAL)
JAY I. WINER

_____ Jeffrey L. Winer (SEAL)
JEFFREY L. WINER

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VOL 182 PAGE 12

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BOOK 24 PAGE 23

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
11:14	6	28	85

	BONUS TAX	
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	OTHER	
50	TOTAL	CASH [ ] CHECK [✓] APPROVED BY

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G. S. Leonard Rottman
8 Windsong Ct
Pikesville, Md 21208

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VOL 182 PAGE 13 BOOK 24 PAGE 24

CERTIFICATE OF AMENDMENT
OF
ACADEMY JUNCTION LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28, 1985 AT 11:14 A. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED. 9

RECORDED IN LIBER 2730, FOLIO 003032, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1955327

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gail B. Ackerson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180296

CLERKS NOTATION
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BOOK 24 PAGE 25 002846

CERTIFICATE OF AMENDMENT

VOL 182 PAGE 14

STONEHEDGE ASSOCIATES LIMITED PARTNERSHIP

THIS CERTIFICATE OF AMENDMENT is made this 26th day of June, 1985.

Recitals:

By a Certificate of Limited Partnership recorded among the records of Montgomery County, Maryland, Stonehedge Associates Limited Partnership was formed. The Partnership now intends to be governed by the Maryland Revised Uniform Limited Partnership Act. The Partnership, by the undersigned general partner, submits this Certificate of Amendment for the purposes stated herein.

Now, therefore, in compliance with Section 10-201 of the Corporations & Associations Article of the Maryland Annotated Code, it is certified as follows:

I. The name of the partnership is STONEHEDGE ASSOCIATES LIMITED PARTNERSHIP.

II. The business of the Partnership shall consist of the acquisition, ownership, development and sale of certain real property in Montgomery County, Maryland known as "Parcel A, Parklands Manor," and such other real property as the general partner may determine.

III. The principal place of business of the Partnership shall be c/o Stanley Halle Communities, Inc., 9500 Annapolis Road, Suite A-5, Lanham, Maryland 20801. The name and address of resident agent of the Partnership is Stanley S. Halle, 9500 Annapolis Road, Suite A-5, Lanham, Maryland 20801.

IV. The name and the home or business address of the general partner and of the limited partners are as shown on Schedule "A" attached hereto and made a part hereof.

V. The term of the Partnership commenced December 11, 1980, and it shall continue until December 31, 2020, and thereafter from year to year, unless otherwise terminated as provided herein.

VI. Each of the limited partners has contributed cash in the amount set forth on Schedule "A." No other property or services have been contributed.

VII. No limited partner shall be required to make additional

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MONTGOMERY COUNTY
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E. AUBREY COLLISON
CLERK

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CLERKS NOTATION
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contributions to the capital of the Partnership in excess of his original investment as set forth in Schedule "A" annexed hereto, except as hereafter provided:

If the Partnership shall require additional capital for repayment of borrowed funds or for any other Partnership purposes, the general partner shall have the absolute right, in its sole and exclusive discretion, to call upon all of the partners to invest proportionately, in accordance with their respective partnership interests, additional capital funds, but the aggregate amount of additional capital funds that may be called pursuant to the provisions of this paragraph shall not exceed One Million Dollars ($1,000,000). Such additional capital (within the aggregate limit aforesaid), if a call or calls shall be made therefor by the general partner, shall be invested in and contributed by the partners within twenty (20) days after the call therefor is made, unless a longer time is stated in the call. In the event any partner shall fail or refuse to make contributions or invest additional funds as herein required, within fifteen (15) days after receipt of written notice therefor, the general partner shall have the right to advance such funds for the defaulting partner, in which event the defaulting partner's interest in the Partnership and/or profits and losses and cash distributions shall be limited to the percentage that the defaulting limited partner's net capital contribution bears to the total capital contributions, including the defaulted contribution and any subsequent contributions. The general partner's interest shall be proportionately increased on account of any capital contributions made for defaulting limited partners.

VIII. Any limited partner, with the prior written approval of the general partner, may assign his interest in the Partnership and cause the substitution of an assignee of his place, subject, however, to the prior right of the general partner to purchase said limited partners' interest (with certain exceptions) at the same price and upon the same terms and conditions as are set forth in a bona fide offer received by and acceptable to such limited partner. In the event any limited partner assigns his interest, or a portion thereof, and the general partner consents thereto, the assignee may become a limited partner upon payment of a reasonable fee to the Partnership to cover the costs of preparing, executing and recording an

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amendment to the Certificate of Limited Partnership.

IX. After December 31, 2020, each of the limited partners shall have the right, upon giving to the general partner at least six (6) months written notice, to withdraw from the Partnership and receive the return of his capital contribution properly adjusted for his share of all profits, losses and distributions to the date of withdrawal, provided the net assets of the Partnership at the time are sufficient for the payment of all Partnership debts and obligations, and for the return to each of the other partners of his share of the capital. In any event, the general partner shall not be liable for the return of the partners' capital except to the extent of the assets of the Partnership.

X. With respect to the right of a partner to receive distributions of property, including cash, from the Partnership, all distributions of any partnership property to the partners shall be determined by the general partner in its discretion. Distributions to the partners, when made, shall be made among the partners in accordance with their partnership interests after payment of partnership debts, taxes, loans, expenses, and reserves. As stated in paragraph IX, a limited partner has a right to receive a return of his capital contribution upon a voluntary withdrawal.

XI. Acts of dissolution: Any of the following acts shall dissolve this Partnership:

(A) The Partnership may be dissolved as of the end of any accounting year of the Partnership (even though such date occurs prior to December 31, 2020), if such dissolution is ordered in writing by the general partner.

(B) The termination, retirement, adjudication of bankruptcy of the general partner, or the occurrence of any other event causing the dissolution of a limited partnership under the laws of the State of Maryland; provided, however, that in any such event the remaining partners hereof, acting by a majority of partnership interests may elect a successor general partner, in which event the Partnership shall be revived, and the interest of the general partner shall be converted to a limited partner interest.

XII. The Partnership elects to be governed by the Maryland Revised Uniform Limited Partnership Act prior to the extended effective

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date of July 1, 1985.

IN WITNESS WHEREOF, the undersigned, a general partner of the Partnership, has executed this Amendment as of the day and year first above written.

GENERAL PARTNER:

WITNESS:

STANLEY HALLE COMMUNITIES, INC.

BY: _____
STANLEY S. HALLE
President

STATE OF MARYLAND
COUNTY OF Montgomery

On this 27th day of June, 1985, before me, the undersigned officer, personally appeared STANLEY S. HALLE who acknowledged himself to be the President of Stanley Halle Communities, Inc., General Partner, a corporation, and he, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

_____
Notary Public

My Commission Expires: 7-1-86

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CLERKS NOTATION
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SCHEDULE "A"
TO THE
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF
STONEHEDGE ASSOCIATES

Name and Address	Initial Capital Contribution	Percentage Partnership Interest
General Partner:		
Stanley Halle Communities, Inc. 9300 Annapolis Road Lanham, Maryland 20801	50.00	5%
Limited Partners:		
Stanley S. Halle 9300 Annapolis Road Lanham, Maryland 20801	375.00	35%
William J. MacQuilliam 9332 Annapolis Road Lanham, Maryland 20801	325.00	35%
Frank B. Burdette Fox Meadow Farm 3000 Hobbs Road Glenwood, Maryland 21738	50.00	5%
The First Alan Gene Halle Trust Stanley S. Halle and William J. MacQuilliam, Trustees c/o Stanley S. Halle 9300 Annapolis Road Lanham, Maryland 20801	50.00	5%
The First Jennifer Lynn Halle Trust Stanley S. Halle and William J. MacQuilliam, Trustees c/o Stanley S. Halle 9300 Annapolis Road Lanham, Maryland 20801	50.00	5%
The First Daniel MacQuilliam Trust Stanley S. Halle and William J. MacQuilliam, Trustees c/o William J. MacQuilliam 9332 Annapolis Road Lanham, Maryland 20801	50.00	5%
The First Christopher MacQuilliam Trust William J. MacQuilliam and Stanley S. Halle, Trustees c/o William J. MacQuilliam 9332 Annapolis Road Lanham, Maryland 20801	50.00	5%
TOTAL	1,000.00	100%

CLERKS NOTATION
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Book No. 182 Page 18-A 002851

BOOK 24 PAGE 30

Cert of Amend
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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY.	YEAR
3:02	6	28	85

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	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
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932 Bonifant St.
Silver Spring, Md 20910

1985 JUN 28 P 3:02

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182 PAGE 19 BOOK 24 PAGE 31

CLERKS NOTATION
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CERTIFICATE OF AMENDMENT
OF
STONEHEDGE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28, 1985 AT 03:02 P. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

6

RECORDED IN LIBER 2730, FOLIO 002845, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1955293

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gail B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180293

CLERKS NOTATION
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AVAILABLE

ABO, INC.

ARTICLES OF SALE AND TRANSFER

ARTICLES OF SALE AND TRANSFER entered into this 21st day of June, 1985, by and between ABO, INC., a Maryland Corporation (hereinafter sometimes referred to as the "Transferor"), and ARG, INC., a Maryland Corporation (hereinafter referred to as the "Transferee").

THIS IS TO CERTIFY:

FIRST: Transferor does hereby agree to sell, assign and transfer substantially all of its personal property and assets to Transferee, its successors and assigns, as hereinafter set forth.

SECOND: The name, post office address and principal place of business of the Transferee is:

ARG, Inc., 609 Melvin Avenue, Annapolis, Maryland 21401

THIRD: The name and state of incorporation of each corporation party to these Articles of Sale and Transfer are as follows:

Transferor is ABO, INC., a corporation organized under the laws of the State of Maryland

Transferee is ARG, 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 to Transferor for the personal property and assets hereby transferred to it as set forth in Article Ninth herein, is Eighty Thousand Dollars ($80,000.00).

FIFTH: The principal office of Transferor is located at 609 Melvin Avenue, Annapolis, Anne Arundel County, State of Maryland.

SIXTH: The location of the principal business office of Transferee in the State of Maryland is 609 Melvin Avenue, Annapolis, Maryland 21401.

SEVENTH: The Board of Directors of Transferor, by unanimous written informal action signed by all the members thereof filed with the minutes of the proceedings of the Board, duly adopted a resolution declaring that the sale, assignment and transfer of substantially all the assets of Transferor as herein set forth is advisable and directing that these Articles of Sale and Transfer be submitted for action thereon by the stockholders of Transferor by unanimous written informal action, all in the

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ANNE ARUNDEL COUNTY
1986 JAN 31 AM 10:52
E. AUBREY COLLISON
CLERK

[redacted]

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manner and by the vote required by the Corporations and Associations Article of the Annotated Code of Maryland and the Charter of 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 of Transferor.

EIGHTH: In consideration of the payment to Transferor of Eighty Thousand Dollars ($80,000.00), Transferor does hereby bargain, sell, deed, grant, convey, transfer, set over and assign to Transferee, its successors and assigns:

Substantially all equipment and personal property owned by Transferor presently within the restaurant premises known as "Les Survivants Restaurant" located at 609 Melvin Avenue, Annapolis, Maryland, as well as a City of Annapolis Liquor License. Such equipment and personal property consists of stoves, sinks, tables, chairs and miscellaneous restaurant and bar equipment.

NINTH: These Articles of Sale and Transfer are executed, acknowledged, sealed and delivered in the State of Maryland by Transferor, a Maryland corporation, and Transferee, a Maryland corporation, 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, ABO, INC. and ARG, INC., parties to these Articles of Sale and Transfer, have caused these Articles of Sale and Transfer to be signed and acknowledged in the name and on behalf of each party to these Articles of Sale and Transfer, as of this 21st day of June, 1985.

ATTEST:

Secretary

ABO, INC.

By: Claire C. Owens
President - Claire C. Owens

Secretary

ARG, INC.

By: Russell Brown
President - Russell Brown

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THE UNDERSIGNED, President of ABO, INC., who executed on behalf of said corporation 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 her 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.

Witness

President - Claire C. Owens

THE UNDERSIGNED, President of ARG, INC., who executed on behalf of said corporation the foregoing Articles of Sale and Transfer, of which this certificate is made a party 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, and that the Articles of Transfer were duly approved by the Board of Directors of ARG, Inc.

Witness

President - Russell Brown

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Book No. 182 Page 22-A

BOOK 24 PAGE 35 003437

Transferor; ABO, Inc (a Md corp)

Transferee: ARG, Inc (a Md corp)

Art of Transfer (12)

1D

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:00	7	9	85

	ORG. & CAP. FEE
20	RECORDING FEE
	LIMITED PARTNERSHIP FEE
4	OTHER 1 certif of transfer to corp records, AA Co
24	TOTAL CASH / CHECK / APPROVED BY JS

William Simmons
PO Box 11
Annap. Md 21404-0011

0000 6026

VOL 182 PAGE 23 BOOK 24 PAGE 36

CLERKS NOTATION
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ARTICLES OF SALE AND TRANSFER

BETWEEN

ABO, INC. (MD CORP.) TRANSFEROR

AND

ARG, INC. (MD CORP.) TRANSFEREE

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 9, 1985 AT 10:00 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2734, FOLIO 003432 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$	$ 20.00	$
Cert. of Transfer-Corp. Rcds. A. A. Co.	4.00	
	24.00	

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL 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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180280

CLERKS NOTATION
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FIRST AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP OF 24 MARKET SPACE ASSOCIATES LIMITED PARTNERSHIP

This First Amendment to the Certificate of Limited Partnership of the 24 Market Space Associates Limited Partnership, made this 29 day of May, 1985, by and among the General Partners and the Limited Partners of 24 Market Space Associates Limited Partnership (hereinafter collectively referred to as "Partners").

WITNESSETH:

Whereas, the Certificate of Limited Partnership of 24 Market Space Associates Limited Partnership was filed among the limited partnership records of the Maryland Department of Assessments and Taxation on the _____ day of May, 1985, and

Whereas, Sophie Kramer Roth on the 20th day of May, 1985, gifted (through assignment and transfer) all of her rights, title and interest in Five Thousand Nine Hundred And Four (5,904) General Partnership Units and Ten Thousand Eight Hundred And Ninety (10,890) of the 24 Market Space Associates Limited Partnership, and

Whereas, the Partners desire hereby to amend the Certificate of Limited Partnership of the 24 Market Space Associates Limited Partnership to reflect the present status of the Partners' existing capital and ownership interest and the Partners' existing interests in the profits and losses of the 24 Market Space Associates Limited Partnership, the 24 Market Space Associates Limited Partnership is hereby amended as follows:

FIRST: The Certificate of Limited Partnership of the 24 Market Space Associates Limited Partnership is hereby

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CIRCUIT COURT A.A. COUNTY
1986 JAN 31 AM 10:53
E. AUBREY COLLISON
CLERK

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VOL 182 PAGE 25

amended by deleting therefrom in its entirety paragraph 10.2 and substituting in lieu thereof the following:

"10.2: The respective ownership interests of the Partners in the assets and capital of the Partnership are:

General Partners:	
Marvin Freedenberg and Margie Freedenberg, jointly owning as Tenants By The Entireties	1966.66 G.P. Units
Morris Rosenberg and Arline Rosenberg, jointly owning as Tenants By The Entireties	1966.67 G.P. Units
Albert Zaino and Beverly Zaino, jointly owning as Tenants By The Entireties	1966.67 G.P. Units
Limited Partners:	
Sophie Kramer Roth	8210 L.P. Units
Michael Freedenberg	990 L.P. Units
Joel Freedenberg	990 L.P. Units
Susan Freedenberg	990 L.P. Units
Marcia Rosenberg	990 L.P. Units
Robin Mintz	990 L.P. Units
Harvey Rosenberg	990 L.P. Units
Marvin Freedenberg as Custodian for Jay Rosenberg under the Maryland Uniform Gifts to Minors Act	990 L.P. Units
Janis Charkow	990 L.P. Units
Marvin Freedenberg as Custodian for Wendy Charkow under the Maryland Uniform Gifts to Minors Act	990 L.P. Units
Marvin Freedenberg as Custodian for Andrew Charkow under the Maryland Uniform Gifts to Minors Act	990 L.P. Units
Marvin Freedenberg as Custodian for Jill Charkow under the	

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Maryland Uniform Gifts to Minors Act	990 L.P. Units
TOTAL	25000 Partnership Units

SECOND: The ratios by which the Partners share Profits and Losses pursuant to Paragraph "11" of the Certificate of Limited Partnership of 24 Market Space Associates are hereby amended to reflect the following ratios of Partnership Units:

General Partners:	
Marvin Freedenberg and Margie Freedenberg, jointly owning as Tenants By The Entireties	1966.66 G.P. Units
Morris Rosenberg and Arline Rosenberg, jointly owning as Tenants By The Entireties	1966.67 G.P. Units
Albert Zaino and Beverly Zaino, jointly owning as Tenants By The Entireties	1966.67 G.P. Units
Limited Partners:	
Sophie Kramer Roth	8210 L.P. Units
Michael Freedenberg	990 L.P. Units
Joel Freedenberg	990 L.P. Units
Susan Freedenberg	990 L.P. Units
Marcia Rosenberg	990 L.P. Units
Robin Mintz	990 L.P. Units
Harvey Rosenberg	990 L.P. Units
Marvin Freedenberg as Custodian for Jay Rosenberg under the Maryland Uniform Gifts to Minors Act	990 L.P. Units
Janis Charkow	990 L.P. Units
Marvin Freedenberg as Custodian for Wendy Charkow under the Maryland Uniform Gifts to Minors Act	990 L.P. Units

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Marvin Freedenberg as Custodian for Andrew Charkow under the Maryland Uniform Gifts to Minors Act	990 L.P. Units
Marvin Freedenberg as Custodian for Jill Charkow under the Maryland Uniform Gifts to Minors Act	990 L.P. Units
TOTAL	25000 Partnership Units

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this 29th day of May, 1985.

WITNESS: GENERAL PARTNERS:

Marvin Freedenberg
316 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Morris Rosenberg
317 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Albert Zaino
7 N. Southwood Street
Annapolis, MD 21401

Initial Capital
Contribution: $10.00

Margie Freedenberg
316 Chartwell Drive

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Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Arline Rosenberg
317 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Beverly Zaino
7 N. Southwood Street
Annapolis, MD 21401

Initial Capital
Contribution: $10.00

Sophie Kramer Roth
245 B. Farragut Court
Annapolis, MD 21401

Initial Capital
Contribution:
Real Property, Together with improvements thereon known as 24 Market Space, Annapolis, MD., consisting of agreed fair market value of $250,000.00

WITNESS:

LIMITED PARTNERS:

Sophie Kramer Roth
245 B. Farragut Court
Annapolis, MD 21401

Initial Capital
Contribution:
Real Property, Together with improvements thereon known as 24 Market Space, Annapolis, MD., consisting of agreed fair market value of $250,000.00

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Michael Freedenberg
Michael Freedenberg
316 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution $10.00

Joel Freedenberg
Joel Freedenberg
316 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Susan Freedenberg (Morenstein)
Susan Freedenberg
316 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Marcia Rosenberg
Marcia Rosenberg
317 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Robin Mintz
Robin Mintz
102 N. Thurlow Road
Marget, New Jersey

Initial Capital
Contribution: $10.00

Harvey Rosenberg
Harvey Rosenberg
317 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

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Janis Charkow
Janis Charkow
13 Surrey Road
Somerset, New Jersey

Initial Capital
Contribution: $10.00

Marvin Freedenberg as
Custodian for Wendy
Charkow under the
Maryland Uniform Gifts
to Minors Act
316 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Marvin Freedenberg as
Custodian for Andrew
Charkow under the
Maryland Uniform Gifts
to Minors Act
316 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Marvin Freedenberg as
Custodian for Jill
Charkow under the
Maryland Uniform Gifts
to Minors Act
316 Chartwell Drive
Silver Spring, MD 20904

Initial Capital
Contribution: $10.00

Marvin Freedenberg as
Custodian for Jay
Rosenberg under the
Maryland Uniform Gifts
to Minors Act
316 Chartwell Drive
Silver Spring, MD 20904

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Initial Capital
Contribution: $10.00

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL,
TO WIT:

I HEREBY CERTITY that before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared: Sophie Kramer Roth, Albert Zaino, Morris Rosenberg, Marvin Freedenberg, Beverly Zaino, Arline Rosenberg, and Margie Freedenberg, General Partners and Sophie Kramer Roth, Michael Freedenberg, Joel Freedenberg, Susan Freedenberg, Marcia Rosenberg, Robin Mintz, Harvey Rosenberg, Janis Charkow, and Marvin Freedenberg (Custodian Trustee for Wendy Charkow, Andrew Charkow, Jill Charkow and Jay Rosenberg) Limited Partners, who acknowledged the foregoing First Amendment to the Certificate of Limited Partnership of 24 Market Space Associates Limited Partnership to be their act and deed.

WITNESS my hand and Notarial Seal this 20th day of May, 1985.

My Commission Expires: 7/1/86

Notary Public

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Book No. 182 - Page 31-A

002215

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1985 MAY 31 P 1:42

BOOK 24 PAGE 45

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO. / DAY / YEAR
1:42	5/31/85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL — CASH ☐ CHECK ☑ — APPROVED BY J. A

(52)

Anne Arundel Co.

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2 of 2

Nicholas Kalle
150 South St.
Annapolis, Md 21401

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VOL 182 PAGE 32

BOOK 24 PAGE 46

CERTIFICATE OF AMENDMENT

OF

24 MARKET SPACE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND May 31, 1985 AT 1:42 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2730 , FOLIO 002206 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$	$ 50.00	$

TO THE CLERK OF THE CIRCUIT COURT OF Anne Arundel 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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180218

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BOOK 24 PAGE 47

002194

FIRST AMENDMENT TO AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP AND
AMENDED AND RESTATED CERTIFICATE OF
LIMITED PARTNERSHIP OF
AUTUMN WOODS LIMITED PARTNERSHIP

VOL 182 PAGE 33

THIS FIRST AMENDMENT to the AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP and the AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP OF AUTUMN WOODS LIMITED PARTNERSHIP (the "Partnership") is made as of the 28th day of June, 1985, by and among the undersigned.

WITNESSETH:

A. Autumn Woods Limited Partnership was formed as a Maryland limited partnership pursuant to an Agreement of Limited Partnership dated May 7, 1984, and a Certificate of Limited Partnership which was received and approved for record by the Maryland State Department of Assessments and Taxation ("SDAT") on May 11, 1984. The foregoing Agreement of Limited Partnership and Certificate of Limited Partnership were subsequently amended by an Amendment No. 1 which was received and approved for record by SDAT on May 24, 1984, an Amendment No. 2 which was received and approved for record by SDAT on December 14, 1984, an Amendment No. 3 which was received and approved for record by SDAT on February 13, 1985, and an Amendment No. 4 which was received and approved for record by SDAT on March 19, 1985.

B. The Partnership was continued pursuant to the Amended and Restated Agreement of Limited Partnership of the Partnership (the "Partnership Agreement") executed on May 15, 1985, and the Amended and Restated Certificate of Limited Partnership of the Partnership (the "Partnership Certificate") which was received and approved for record by SDAT on May 15, 1985, pursuant to which, among other things, thirteen investors were admitted to the Partnership as Limited Partners.

C. This First Amendment to the Partnership Agreement and the Partnership Certificate is being executed and recorded to provide for the admission of four additional Limited Partners, and to increase the Percentage Interest of one of the existing Limited Partners who has purchased an additional one-half Unit.

NOW, THEREFORE, the parties hereto, desiring to amend the Partnership Agreement and the Partnership Certificate in accordance with the Revised Uniform Limited Partnership Act of the State of Maryland, do hereby agree as follows:

1. Schedule A annexed to the Partnership Agreement and the Partnership Certificate is hereby replaced by the First Amended Schedule A attached hereto and incorporated by reference herein. Any reference in the Partnership Agreement or the Partnership

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E. AUBREY COLLISON
CLERK
RECORDED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

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Certificate to Schedule A shall hereinafter be deemed to refer to First Amended Schedule A.

2. Except as amended hereby, the Partnership Agreement and the Partnership Certificate are ratified and affirmed in all respects and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this First Amendment to the Amended and Restated Agreement of Limited Partnership and the Amended and Restated Certificate of Limited Partnership of Autumn Woods Limited Partnership as of the day and year first above written.

WITNESS:

General Partners:

_____ _____ (SEAL)
STEVEN N. STORCH

STORCH REALTY, INC.

_____ By: _____ (SEAL)
Steven N. Storch,
President

Limited Partners:*

_____ By: _____ (SEAL)
Steven N. Storch,
Attorney-in-Fact

* Execution hereof on behalf of all Limited Partners listed on First Amended Schedule A attached hereto is by Steven N. Storch, Attorney-in-Fact.

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AUTUMN WOODS LIMITED PARTNERSHIP

FIRST AMENDED SCHEDULE A

Name and Address	Paid-In Capital Contribution	Additional Contribution	Number of Units	Percentage Interest
General Partners				
Steven N. Storch 8930 Baltimore Street Savage, MD 20763	$514,890 (A)	- 0 -		41.000%
Storch Realty, Inc. 8930 Baltimore Street Savage, MD 20763	57,210 (B)	- 0 -		3.000%
Limited Partners				
Larry Esterson 7121 Park Heights Ave. Baltimore, MD 21215	10,000 (C)	$10,000 (C)	0.500	1.750%
Naomi Baron 4 Candlemaker Ct. #203 Baltimore, MD 21208	20,000	20,000	1.000	3.500%
Sol W. Goodman 1 Slade Ave., Apt. 204 Baltimore, MD 21208	30,000	30,000	1.500	5.250%
Marvin E. Kohn 6701 Park Heights Ave. Baltimore, MD 21215	20,000	20,000	1.000	3.500%
William E. Hooper 108 Churchwardens Road Baltimore, MD 21212	30,000	30,000	1.500	5.250%
Leonard Eisenberg 3305 Labyrinth Road Baltimore, MD 21215	20,000	20,000	1.000	3.500%
Roger J. Bennett 206 Old Crossing Dr. Baltimore, MD 21208	20,000	20,000	1.000	3.500%
Henry Schloss 8309 Marcie Drive Baltimore, MD 21208	20,000	20,000	1.000	3.500%

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Name and Address	Paid-In Capital Contribution	Additional Contribution	Number of Units	Percentage Interest
Limited Partners				
David Posner 4123 Worthington Ave. Reisterstown, MD 21136	$ 20,000 (C)	$20,000 (C)	1.000	3.500%
Charles L. Burke & Deborah T. Burke, Tenants by the Entireties 7 Rises Court Cockeysville, MD 21030	20,000	20,000	1.000	3.500%
Harry J. Herman 5507 Springlake Way Baltimore, MD 21212	20,000	20,000	1.000	3.500%
Barnett Berman, M.D. 3119 Northbrook Road Baltimore, MD 21208	20,000	20,000	1.000	3.500%
The Fred & Paul Wye Nochumowitz Partnership 30 E. 25th Street Baltimore, MD 21218	20,000	20,000	1.000	3.500%
Morris Keyser 1 High Stepper Court Baltimore, MD 21208	13,333	13,333	0.667	2.334%
Harry Deitsch 16 Linda Lane Severna Park, MD 21146	13,333	13,333	0.667	2.333%
Louis Deitsch 4743 Maryknoll Road Baltimore, MD 21208	13,333	13,333	0.666	2.333%
Warren Weinberger 6210 Sareva Drive Baltimore, MD 21209	10,000	10,000	0.500	1.750%

(A) Consisting of cash of $90 and a 90% interest in the Land having an agreed value of $514,800.

(B) Consisting of cash of $10 and a 10% interest in the Land having an agreed value of $57,200.

(C) To be paid pursuant to Section 6(A)(ii)(a) of the Amended and Restated Agreement of Limited Partnership, and Section 5 of the Amended and Restated Certificate of Limited Partnership.

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Book 182 Page 36-A

BOOK 24 PAGE 51

FIRST AMENDMENT TO
AMENDED AND RESTATED
AGREEMENT OF LIMITED
PARTNERSHIP AND AMENDED
AND RESTATED CERTIFICATE
OF LIMITED PARTNERSHIP
OF AUTUMN WOODS
LIMITED PARTNERSHIP

Cert of Amend
20

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
11:00	6	28	85

	CONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☐ APPROVED BY

do not make

LAW OFFICES
MILES & STOCKBRIDGE
10 LIGHT STREET
BALTIMORE, MARYLAND 21202

Richard E. Levine, Esquire

1985 JUN 28 A 11:00

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VOL 182 PAGE 37

BOOK 24 PAGE 52

CERTIFICATE OF AMENDMENT

OF

AUTUMN WOODS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND June 28, 1985 AT 11:00 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2730 , FOLIO 002193 , OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$	$ 50.00	$

TO THE CLERK OF THE CIRCUIT COURT OF Anne Arundel 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.

Gail B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180216

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BOOK 24 PAGE 53 VOl 182 PAGE 38

SECOND AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT
OF
128 DUKE OF GLOUCESTER ASSOCIATES LIMITED PARTNERSHIP
AND TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
128 DUKE OF GLOUCESTER ASSOCIATES LIMITED PARTNERSHIP

THIS SECOND AMENDMENT (the "Amendment Agreement") to the Limited Partnership Agreement and Certificate of Limited Partnership of 128 Duke of Gloucester Associates Limited Partnership is made this 27 day of June, 1985, by Paul M. Pearson, as general partner, on behalf of himself and on behalf of all other Partners, as listed on Exhibit A.

Explanatory Statement

A. The General Partner and the Limited Partners entered into an Agreement of Limited Partnership of 128 Duke of Gloucester Associates (the "Original Agreement") dated as of November 2, 1977.

B. The Certificate of Limited Partnership of 128 Duke of Gloucester Associates (the "Certificate") was filed among the partnership records of Anne Arundel County in Book 8, Page 601 on December 5, 1977.

C. The Original Agreement was amended on May 12, 1978 (the "First Amendment") which First Amendment was filed among the partnership records of Anne Arundel County in Book 9, Page 477 on May 19, 1978.

D. The Original Agreement, the Certificate, and the First Amendment shall herein be referred to collectively as the "Agreement".

E. The General Partner and the Limited Partners desire to amend the Agreement in the manner and to the extent as hereinafter set forth.

THE PARTNERSHIP HEREBY ELECTS TO BE BOUND BY THE MARYLAND REVISED UNIFORM LIMITED PARTNERSHIP ACT (THE "ACT") BEFORE JULY 1, 1985.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, each to the other, and of other good and valuable consideration, receipt of which is hereby acknowledged and in order to comply with the Act, the certificate of the Partnership is hereby amended and restated as follows:

1. Name. The name of the limited partnership is 128 Duke of Gloucester Associates Limited Partnership (the "Partnership").

2. Purpose. The purposes of the Partnership are as follows:

A. The Partnership acquired that certain real property located in the City of Annapolis, Maryland known as 128 Duke of Gloucester Street (the "Property").

B. The Partnership held, restored, renovated and managed the Property as a hotel facility; and may sell all or any part of the Property.

C. The Partnership may also do and engage in any and all other things and activities incident to the holding, management, development and/or sale of the Property, including, by way

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CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:53
E. AUBREY COLLISON
CLERK

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AVAILABLE

of illustration and not by way of limitation, arranging and consummating financing; executing deeds, leases, mortgages or deeds of trust; creating agreements for the management of the Property; and doing all things reasonably incident to the ownership and management of the Property.

D. The Partnership may engage in any other business or make any other transaction which the General Partner, in his sole discretion, shall deem to be reasonably related to the furtherance of the foregoing business and purposes of the Partnership as a whole.

3. Principal Office and Resident Agent. The principal office and place of business of the Partnership shall be located at The Maryland Inn, Church Circle, Annapolis, Maryland, 21401. The Partnership may have such other or additional offices as the General Partner, in his sole discretion, shall deem necessary or advisable. The name and address of the Partnership's resident agent in the State of Maryland are: Paul M. Pearson, The Maryland Inn, Church Circle, Annapolis, Maryland, 21401.

4. Partners, Original Capital Contributions and Addresses. The name of each Partner and the type and class, if any, of Partnership Interest, original capital contribution, business or residence address and original percentage of Partnership Interest of each of the Partners are as set forth on Exhibit A.

5. Contributions.

A. 1. The original capital contributions of each Partner set forth on Exhibit A was contributed and paid to the Partnership in cash upon execution of the Original Agreement.

B. No Limited Partner shall be required to make any additional capital contribution to the Partnership.

6. Profits and Losses. The profits of the Partnership shall be shared among the Partners and the losses of the Partnership shall be borne by the Partners in proportion to their respective percentages of Partnership Interest as it may then exist.

7. Right of Limited Partner to Substitute An Assignee in His Place. The right of a Limited Partner to substitute an assignee as contributor in his place and the terms and conditions of the substitution are as follows:

(a) Subject to the right of first refusal of the Partners and the Partnership described in paragraph (b) below, all, but not less than all of the Partnership Interest of each Limited Partner shall be assignable provided such assignment does not terminate the Partnership for Federal Income Tax purposes. Unless the assigning Limited Partner so provides in the instrument of assignment, the assignee shall not become a Limited Partner (as that term is used in the Act), but shall have only the rights of any assignee as set forth in the Act. If the assigning Partner so provides in the instrument of assignment that the assignee shall be a substituted Limited Partner, then the assignee shall have the right to become a substituted Limited Partner (entitled to any and all rights and duties to which the assigning Limited Partner was entitled or subject) provided that the assignee agrees to be bound by the terms of the Agreement, and pays a fee to the Partnership to cover the costs and expenses, including attorneys' fees, of preparation, execution and recordation of an Amended Certificate of Limited Partnership and written approval is given by the General Partner.

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(b) No Limited Partner may dispose or agree to dispose of all or any of his interest in the Partnership without first giving notice to all of the other Partners, at least twenty (20) days in advance of such disposition. A statement setting forth all the terms and conditions of the proposed disposition (the "Statement"), with the names and addresses of the proposed parties to such disposition, shall be attached to the notice. For a period of twenty (20) days from the date of notice, the other Partners shall have the option (the "Option") to make the purchase from the Limited Partner desiring to dispose of his interest (the "Offeror") under the same terms and conditions as are set out in the Statement. The Partners desiring to exercise the aforesaid Option shall do so by giving notice to the Offeror. If such notice has not been given by any Partner by the expiration of the aforesaid twenty (20) day period, or if a Partner who elected to exercise the Option fails to pay the purchase price within ten (10) days of giving the Offeror notice of the Partner's intent to exercise the Option, the Offeror shall be free to make the proposed disposition; provided, however, that the disposition shall be made within seventy (70) days after such expiration to the party or parties set forth in the Statement and in strict accordance with the terms and conditions set forth therein. Such disposition shall in any event be subject to the provisions set forth hereinabove. The Option shall be exercisable by all the Limited Partners other than the Offeror in proportion to their percentages of Partnership Interest (or in such other proportion as may be mutually agreed upon by such Partners); but if any of such Limited Partners do not exercise the Option within twenty (20) days, his portion may be taken up pro rata by the remaining Limited Partners or Partner, as the case may be.

(c) The provisions hereinabove set forth shall not be applicable to the transfer of a Limited Partnership interest, by gift, bequest, intestate succession, sale or exchange, to either (i) a spouse, ancestor, descendant, brother or sister of the transferor, or (ii) to a testamentary or inter vivos trust of which the primary beneficiaries are one or more of the group consisting of the spouse, ancestor, descendant, brother or sister of the transferor.

(d) No transfer of a Partnership Interest shall be effective if such transfer is in violation of any State or Federal securities law or regulation.

8. Withdrawal. Except as specifically provided in the Agreement, or as otherwise provided by and in accordance with law, to the extent such law is not inconsistent with the Agreement, no General or Limited Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership.

9. Right to Continue Partnership. The remaining General Partner or Partners shall have the right to continue the business of the Partnership on the death, retirement, insanity, bankruptcy, insolvency or dissolution of a General Partner.

10. Distribution of Profits.

A. Subject to any adjustments required pursuant to the Agreement, the "Net Cash Flow" (as defined in the Agreement) of the Partnership shall be distributed at such times as may be determined by the General Partner among the Partners in proportion to their respective percentages of Partnership Interest as they may then exist.

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11. Return of Partner's Contribution. There is no right of a Partner to receive or of a General Partner to make distributions to a Limited Partner which include a return of all or any part of the Limited Partner's contribution.

12. Dissolution of the Partnership.

A. The Partnership shall continue until November 2, 1997, unless dissolved upon the happening of one of the following events:

1. The written decision of Partners whose respective percentages of Partnership Interest exceed seventy-five percent (75%) in the aggregate.

2. The sale or other disposition of all of the Partnership assets and the distribution to the Partners of the proceeds thereof.

3. The expiration of the term of the Partnership.

4. The retirement, death, insanity, bankruptcy, insolvency or withdrawal of all of the General Partner, unless a new individual successor General Partner is elected within sixty (60) days of any such event by Limited Partners holding 51% or more of the total Partnership Interests.

13. In all other respects, except as set forth herein or in the First Amendment, the Limited Partnership Agreement and the Certificate of Limited Partnership of 128 Duke of Gloucester Associates Limited Partnership are ratified, confirmed and approved.

IN WITNESS WHEREOF, the undersigned General Partner has executed this Amendment Agreement in order to comply with the Act by July 1, 1985.

WITNESS:

Cheryl A. Messinger

Paul M. Pearson, General Partner

STATE OF MARYLAND: CITY/COUNTY OF Balto : TO WIT:

I HEREBY CERTIFY that before me, the subscriber, a Notary Public in and for the State aforesaid, personally appeared PAUL M. PEARSON, who acknowledged the foregoing Amendment Agreement to be his act and deed as a General Partner of said limited partnership and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 27 day of June, 1985.

Ann Clary Graham
Notary Public

My commission expires: July 1, 1986

ANN CLARY GRAHAM NOTARY PUBLIC BALTIMORE CITY, MD.

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EXHIBIT A

List of General and Limited Partners of
128 Duke of Gloucester Associates Limited Partnership

GENERAL PARTNER:

Paul M. Pearson
The Maryland Inn
Church Circle
Annapolis, MD 21401
Original Percentage of Partnership
Interest: 10%
Initial Capital Contributions: $0.00
Percentage of Current
Partnership Interest: 21.739%

LIMITED PARTNERS:

George A. Stieler
P.O. Box 578
Chestertown, MD 21620
Original Percentage Partnership
Interest: 6%
Initial Capital Contributions: $4,500
Percentage of Current Partnership
Interest: 6.521%

Arthur R. Zimmer
158 Green Street
Annapolis, MD 21401
Original Percentage Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Charles S. Walsh
129 Conduit Street
Annapolis, MD 21401
Original Percentage Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

James C. Garthune
7708 Greenspring Road
Baltimore, MD 21208
Original Percentage of Partnership
Interest: 2%
Initial Capital Contributions: $1,500
Percentage of Current Partnership
Interest: 2.174%

Marie DuLaney
7708 Greenspring Road
Baltimore, MD 21208
Original Percentage of Partnership
Interest: 2%
Initial Capital Contributions: $1,500
Percentage of Current Partnership
Interest: 2.174%

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LIMITED PARTNERS (continued):

John Burroughs
7202 45th St.
Chevy Chase, MD 20015
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Giovanni Olmos
4201 Cathedral Ave., NW
Washington, D.C. 20016
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 0.00%

Philip Buttaravoli
11545 Springdale Road
Potomac, MD 20854
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Merrill Bradley Walker, Jr.
3736 Thomas Point Road
Annapolis, MD 21403
Original Percentage of Partnership
Interest: 8%
Initial Capital Contributions: $6,000
Percentage of Current Partnership
Interest: 8.695%

Martin D. Snider
145 Main Street
P.O. Box 921
Annapolis, MD 21401
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Charles J. Molfetto
3309 Camalier Drive
Chevy Chase, MD 20015
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Ruthann C. Denowitz
113 Charles Street
Annapolis, MD 21401
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

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LIMITED PARTNERS (continued):

Bryan D. Hodgson
3316 Runnymede Place
Washington, D.C. 20015
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

John Condon
1919 S.W. Elizabeth St.
Portland, OR 97201
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Carroll Dove
9105 Homeguard Dr.
Burke, VA 22015
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Geoffrey Zeh
General Counsel
Brotherhood of Maintenance or
Way Employees
1205 Woodward Ave.
Detroit, MI 48203
Original Percentage of Partnership
Interest: 8%
Initial Capital Contributions: $6,000
Percentage of Current Partnership
Interest: 8.695%

Lynn Dulin
2238 Mulberry Hill Road
Annapolis, MD 21401
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 0.00%

Malcolm E. King
11131 Game Preserve Road
Gaithersburg, MD 20760
Original Percentage of Partnership
Interest: 4%
Initial Capital Contributions: $3,000
Percentage of Current Partnership
Interest: 4.348%

Andrew C. Pearson
Gerrish Island
Kittery, ME 03905
Original Percentage of Partnership
Interest: 2%
Initial Capital Contributions: $1,500
Percentage of Current Partnership
Interest: 2.174%

After recordation return to:
SHAPIRO AND OLANDER
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
2000 CHARLES CENTER SOUTH
36 SOUTH CHARLES STREET
BALTIMORE, MARYLAND 21201

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BOOK 24 PAGE 60

Cert of Amend
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1B

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
3:54	6	27	85

	ORG. & CAP. FEE	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

(52)

make

13 docs

Shapiro & Olander
36 S. Charles St.
Balto, Md 21201

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BOOK 24 PAGE 61

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CERTIFICATE OF AMENDMENT
OF
123 DUKE OF GLOUCESTER ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 27, 1985 AT 03:54 P. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2731, FOLIO 001771, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1954049

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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THE LIMITED PARTNERSHIP INTERESTS REPRESENTED BY THIS AGREEMENT HAVE BEEN ACQUIRED PURSUANT TO CERTAIN REPRESENTATIONS AND WARRANTIES ON THE PART OF THE HOLDER THEREOF AND SHALL NOT BE SOLD, ALLEGED, HYPOTHECATED, DONATED OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE HOLDER EXCEPT UPON THE ISSUANCE TO THE PARTNERSHIP OF A FAVORABLE OPINION OF ITS COUNSEL AND/OR SUBMISSION TO THE PARTNERSHIP OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO COUNSEL TO THE PARTNERSHIP, TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, ANY RULE OR REGULATION PROMULGATED THEREUNDER, AND APPLICABLE STATE SECURITIES LAWS.

CERTIFICATE OF AMENDMENT
FOR THE PURPOSE OF RESTATING THE
CERTIFICATE AND LIMITED PARTNERSHIP AGREEMENT
OF
SPA CREEK ASSOCIATES LIMITED PARTNERSHIP

THIS CERTIFICATE OF AMENDMENT FOR THE PURPOSE OF RESTATING THE CERTIFICATE AND LIMITED PARTNERSHIP is made, entered into and effective this 27 day of June, 1985, by Paul M. Pearson, as the General Partner, for himself and on behalf of all other Partners as the same are listed on Exhibit A.

Explanatory Statement

THE LIMITED PARTNERSHIP IS ELECTING TO BE BOUND BY THE MARYLAND REVISED UNIFORM LIMITED PARTNERSHIP ACT (THE "ACT") BEFORE JULY 1, 1985.

NOW, THEREFORE, in consideration of the Explanatory Statement and the mutual promises of the parties hereto, each to the other, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties hereto as follows:

1. Name. The name of this limited partnership shall be "Spa Creek Associates Limited Partnership."

2. Certain Definitions. Throughout this Agreement, the word or words listed below within quotation marks shall be deemed to include the words which follow them:

A. "Agreement" -- This Certificate of Amendment for the purpose of Restating the Certificate and Limited Partnership Agreement.

B. "Code" -- The Internal Revenue Code of 1954, as amended, and the Treasury Regulations promulgated thereunder.

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CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:53
E. AUBREY COLLISON
CLERK

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C. "Continuing Limited Partner" -- those limited partners of the Partnership admitted to the Partnership prior to the date of this Agreement.

D. "General Partner" -- The General Partner originally named in this Agreement and any other person or persons who may subsequently be designated as a General Partner pursuant to the further terms of this Agreement.

E. "Force Majeure" -- An act of God, strike, lockout or other similar disturbance or interruption, act of a public enemy, war, blockade, public riot, lightning, fire, storm, flood, explosion, governmental restraint, unavailability of equipment and any other act or event, whether of the kind specifically enumerated above or otherwise, which is not within the control of the General Partner.

F. "Land" -- That certain tract of unimproved land, consisting of 7.98 acres, more or less, and described with particularity on Exhibit A attached hereto and incorporated herein by reference.

G. "Limited Partners" -- Except where the context requires otherwise, the Continuing Limited Partners and New Limited Partners who have executed (personally or by their attorney-in-fact) the signature page of this Agreement as Limited Partners, thereby agreeing to be bound by the provisions of this Agreement, and those persons who shall become substituted Limited Partners in accordance with the further terms of this Agreement.

H. "New Limited Partners" -- Those limited partners of the Partnership admitted to the Partnership as of the date of this Agreement.

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

J. "Partnership" -- This Limited Partnership.

K. "Persons" -- Individuals, partnerships, corporation, unincorporated associations, trusts, estates and any other type of entity.

L. "Partnership Interest" -- As referred to in Section 7A hereof.

M. "Property" - The Land and the improvements to be constructed by the Partnership thereon.

3. Principal Office and Resident Agent. The principal office and place of business of the Partnership shall be located at c/o the Maryland Inn, Church Circle, Annapolis, Maryland 21401. The Partnership may have such other or additional offices as the

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General Partner, in his sole discretion, shall deem necessary or advisable. The name and address of the Partnership's resident agent in the State of Maryland are: Paul M. Pearson, c/o The Maryland Inn, Church Circle, Annapolis, Maryland. 21401

4. Business and Purpose. The purposes of the Partnership are as follows:

A. The business of the Partnership shall be to acquire, own, hold, develop, operate, manage, lease, sell and exchange the Property or interests therein.

B. The Partnership may also do and engage in any and all other things and activities incident to the acquisition, holding, development, management, operation, leasing, and/or sale of the Property including, by way of illustration and not by way of limitation, arranging and consummating financing, executing deeds, leases, ground leases, mortgages or deeds of trust, notes and other evidences of indebtedness; entering into agreements for the construction, reconstruction, renovation, remodeling, rehabilitation, design, operation and management of the Property; and doing all things reasonably incident to the development, operation, management and sale of all or any part of the Property.

C. The Partnership may engage in any other business or enter into any other transaction which the General Partner, in his sole discretion, shall deem to be reasonably related to the furtherance of the foregoing business and purposes of the Partnership as a whole.

5. Filing of Certificate. The General Partner shall (a) promptly file this Certificate of Amendment for the Purpose of Restating the Certificate and Limited Partnership for record in the Office of the Clerk of the Circuit Court of Anne Arundel County, Maryland and such other place or places as may be required by law, and (b) do all other things requisite for the perfection of the Partnership as a Limited Partnership pursuant to the laws of the State of Maryland and each other jurisdiction in which the ownership of property, or an interest therein, or the nature of the Partnership's business, may so require.

6. Term. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of business on December 31, 2025.

7. Partners; Partnership Interests; Capital Contributions.

A. The name of each Partner and the type of Partnership Interest, original capital contribution, business or residence address, and original and current percentage of Partnership Interest of each of the Partners are as set forth in Exhibit A.

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B. (1) The original capital contribution of each Partner set forth in Exhibit A was contributed to the Partnership in cash, property or conversion of debt owed by the Partnership to such Partner, when the Partnership commenced or prior to the execution of this Agreement.

(2) An individual capital account shall be maintained for each Partner. The capital account of each Partner shall consist of his original capital contribution, increased by (a) additional capital contributions made by him and (b) his share of Partnership net profits, and decreased by (a) distributions of such capital and net profits to him and (b) his share of Partnership losses.

C. Except as specifically provided in this Agreement, or as otherwise provided by and in accordance with law, to the extent such law is not inconsistent with this Agreement, no General Partner or Limited Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership.

D. No Limited Partner shall be required to make any contribution to the capital of the Partnership in excess of his original capital contribution.

8. Allocations of Profits and Losses.

A. The profits and losses of the Partnership shall be determined for each fiscal year of the Partnership in accordance with the accounting method followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. Except as otherwise provided herein whenever a proportionate part of Partnership profit or loss (including dividends, capital gains, involuntary conversions, and gains or losses from Section 1231 property, as defined in the Code, and any charitable contributions) is credited to or charged against a Partner's capital account, every item of income, gain, loss or deduction, or recapture of a deduction, entering into the computation of such profit or loss shall be considered either credited or charged, as the case may be, and every item of credit including investment tax credit, as defined in the Code ("Investment Tax Credit"), credit recapture or tax preference- related to such profit or loss and applicable to the period during which such profit or loss was realized shall be allocated, to such Partner in the same proportion. Any increase or decrease in the amount of any item of income, gain, loss or deduction attributable to an adjustment to the basis of Partnership assets made pursuant to a valid election under Sections 734, 743 and 754 of the Code and pursuant to corresponding provisions of applicable state and local income tax laws, shall be charged or credited, as the case may be, and any increase or decrease in the amount of any item of credit, credit recapture, or tax preference attributable to any

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such adjustment shall be allocated, to those Partners entitled thereto under such laws.

B. The profits of the Partnership shall be shared among the Partners as follows:

(1) First, upon the sale of each Unit the difference between $1,586,814. (the fair market value of the Land before the admittance of the New Limited Partners) and the Continuing Limited Partners' and the General Partner's aggregate basis in their respective Partnership Interests immediately after the sale to Paul M. Pearson of approximately eighty-one percent (81%) of the Partnership Interests in the Partnership on August 1, 1980 (the "Sale") divided by 94 shall be specially allocated to each Continuing Limited Partner and the General Partner in the proportion which each such Partner's Percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of all such Partners immediately before the Sale.

In the event that the amount of profit realized on the sale of any Unit is less than the amount allocated pursuant to this subsection 8B(1), then the amount of the deficiency shall be carried forward and considered as part of the profit upon the sale of a subsequent Unit or Units until the full amount of such deficiency is allocated in accordance with this subsection. Such deficiency shall be allocated pursuant to this subsection before any profit is otherwise allocated under the other provisions of this Section 8.

(2) Second, the next $400,000 of profit shall be allocated 25% to the New Limited Partners, in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of all such Partners and 75% to the Continuing Limited Partners and the General Partner, in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of all such Partners.

(3) Third, the next $500,000 of profit shall be allocated among the Partners in accordance with their respective percentages of Partnership Interest.

(4) Fourth, all remaining profit of the Partnership shall be allocated 5% to the New Limited Partners in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of all of such Partners, and 95% to the Continuing Limited Partners and the General Partner in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of all such Partners.

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C. The losses of the Partnership shall be borne by the Partners in proportion to each Partner's respective percentage of Partnership Interest.

9. Distributions.

A. For purposes of this Agreement "Net Cash Flow" shall mean --

(1) Taxable income for Federal Income Tax purposes as shown on the books of the Partnership including dividends, capital gains, involuntary conversions, and gains or losses from Section 1231 property, as defined in the Code, and any charitable contributions, increased by (i) the amount of depreciation deductions taken in computing such taxable income, (ii) any non-taxable income received by the Partnership (not including proceeds of any loans) and (iii) the amount of contributions to the capital of the Partnership made on or after August 2, 1980, and reduced by (i) payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, (ii) expenditures for capital improvements, additions or replacements (except to the extent financed through any Partnership indebtedness, secured or unsecured) and (iii) any cash outlays incurred by the General Partner in the conduct of the businesses of the Partnership and not otherwise taken into account under this subsection 9A(1) and such reserves for repairs and reserves to meet anticipated expenses as the General Partner shall deem to be reasonably necessary; plus

(2) Any other funds deemed by the General Partner to be available for distribution.

B. The Net Cash Flow of the Partnership shall be distributed at the discretion of the General Partner among the Partners as follows:

(1) First, upon the sale of a Unit, $16,881. to the Continuing Limited Partners and the General Partner, in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of such Partners. In the event that the amount of Net Cash Flow distributed upon the sale of a Unit under this subsection B(1) is less than $16,881. then the amount of the deficiency shall be carried forward and added to the amount distributed pursuant to this subsection B(1) upon the sale of the subsequent Unit or Units until the full amount of such deficiency has been distributed.

(2) Second, $100,000 to the New Limited Partners in the proportion which each such Partner's

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percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of all such Partners.

(3) Third, after the sums set forth in subsections B(1) and (2) above have been distributed to the Partners, the next $400,000 of Net Cash Flow shall be distributed 25% to the New Limited Partners, in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of such Partners and 75% to the Continuing Limited Partners and the General Partner, in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of such Partners;

(4) Fourth, after the sums set forth in subsections B(1), (2) and (3) above have been distributed to the Partners, the next $500,000 of Net Cash Flow shall be distributed among the Partners in accordance with their respective percentages of Partnership Interest;

(5) Fifth, after the sums set forth in subsections B(1), (2), (3) and (4) above have been distributed to the Partners, all Net Cash Flow of the Partnership thereafter shall be distributed 5% to the New Limited Partners in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of such Partners, and 95% to the Continuing Limited Partners and the General Partner in the proportion which each such Partner's percentage of Partnership Interest bears to the aggregate percentage of Partnership Interest of all such Partners.

10. Rights and Powers of the General Partner; Management of Partnership Business.

A. The General Partner shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the business for the benefit of all of the Partners.

B. The General Partner, acting for and on behalf of and at the expense of the Partnership, in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in his sole discretion, have

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the full and entire right, power and authority in the management of the business and affairs of the Partnership:

(1) To purchase, acquire, own, lease, manage and operate, directly or indirectly, the Property and unimproved or improved real estate of any kind (or any interest or interests therein), and to carry on any and all activities related thereto; and to invest any funds or monies of the Partnership in such property, real, personal or mixed, as may be consistent with the business and purposes of the Partnership as set forth in Section 4 hereof.

(2) Subject to the provisions of Section 12C of this Agreement, to sell, with or without notice, at public or private sale, and to exchange, trade, transfer, assign, convey, mortgage or otherwise encumber, finance, lease for any term (including a term extending beyond the term of this Partnership), pledge, appraise, or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the Property and any other assets of the Partnership, whether realty, personalty or mixed, upon such terms and conditions as the General Partner, in his sole discretion, may deem to be in the best interest of the Partnership, and in so doing, to execute, acknowledge, seal and deliver any and all necessary documents or instruments.

(3) To participate in any capacity (whether as stockholder, bondholder, creditor, partner, venturer, member, fiduciary, beneficiary or otherwise) in any business organization or enterprise, whether incorporated or unincorporated and in any manner or form whatsoever.

(4) To employ agents and independent contractors to assist in or assume full responsibility for the management and operation of the Partnership business, including, but not limited to, any Person owned or controlled by, or affiliated with, the General Partner, and to employ consultants, accountants, attorneys, brokers, corporate fiduciaries, banks and other reputable financial institutions, and any other agents, to assist the General Partner in the management of the Partnership business and to pay them reasonable compensation therefor.

(5) To commence or defend litigation with respect to the Partnership or any of its assets or liabilities; to compromise, settle, arbitrate, or otherwise adjust claims in favor of or against the Partnership and to insure its assets and undertakings and the General Partner against any and all risks.

(6) To make loans and extend credit to the Partnership; to borrow money from any Partner (at an interest rate that shall not exceed the lower of the prime rate of interest then being charged by Citibank, N.A. or the First National Bank of Chicago, in either case the "prime rate" being the rate being charged by such banks to their highest credit rated commercial

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borrowers on unsecured loans, plus one-half percent (½%)), insurance company or other lending institution for any Partnership purpose, and in connection therewith, to issue notes, debentures or any other evidence of indebtedness and hypothecate the assets of the Partnership to secure repayment of borrowed sums; and no Partner, bank, lending institution or other lender to which application is made for a loan by the General Partner shall be required to inquire as to the purposes for which such loan is sought, and as between this Partnership and such Partner, bank, lending institution or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement; to obtain replacement or refinancing of any indebtedness or security therefor with respect to any Partnership property, or to repay the same in whole or in part whether or not a prepayment penalty may be incurred; to increase, modify, consolidate or extend any mortgage, note or deed of trust placed upon any Partnership property.

(7) To improve, develop or operate and manage real estate; to construct, alter, demolish or repair buildings, structures, or other improvements on real estate; to settle boundary lines and to grant and reserve easements, covenants, rights of way and other rights or privileges with respect to real estate; and to partition and join with co-owners and others in dealing with real estate in any way.

(8) For purposes of any distribution in kind of property of the Partnership among the Partners, to appraise (or have appraised) or evaluate the property to be thus distributed; and such appraisals and valuations shall be made by such Person or Persons as are selected or engaged by the General Partner, in his sole discretion, and shall be binding on all Partners and any other Persons interested in the Partnership and the property of the Partnership.

(9) To make such elections under the tax laws of the United States, the several states and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit, and as to all other relevant matters, as the General Partner, in his sole discretion, deems necessary or desirable.

(10) To make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future reinvestment of the Partnership's funds, or to provide a source form which to meet contingencies; provided, however, that no such investments shall be made that would cause the Partnership to be deemed an investment company under the federal Investment Company Act of 1940.

(11) To do all such acts and engage in all such proceedings and to execute, acknowledge, seal and deliver all

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such contracts, documents or instruments, although not specifically mentioned herein, as the General Partner, in his sole discretion, may deem necessary or advisable to conduct the business and to carry out the purposes of the Partnership and, in general, to carry on and do all things necessary or advisable to conduct the affairs of the Partnership with all the powers that an individual may have in dealing with his own affairs.

All powers of the General Partner hereunder may be exercised by him and any or all of such powers may be assigned or delegated by the General Partner to any other Person, including Persons related to or affiliated with the General Partner.

C. In addition to the specific rights and powers herein granted to the General Partner, the General Partner shall possess, and may enjoy and exercise, all of the rights and powers of general partners as provided in the Uniform Limited Partnership Act of the State of Maryland or otherwise conferred by law.

D. The General Partner, or his delegate, as the case may be, shall devote such of his time to the business of the Partnership as he may, in his sole discretion, deem to be necessary to conduct said business. Any of the Partners, or any shareholder, officer, director, employee or other Person holding a legal or beneficial interest in an entity which is a Partner, may engage in or possess an interest in other business ventures of every nature and description, whether or not in competition with the business of the Partnership, independently or with others, including, but not limited to, the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property or interests therein; and neither the Partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income, profits or losses derived therefrom or incurred thereby.

E. The General Partner, on behalf of the Partnership, may contract with any Person related to or affiliated with the General Partner, and the General Partner and such Person related to or affiliated with the General Partner (including any of the directors, officers or employees of such Person), his designees and nominees, shall not be liable to the Partnership or to any or all of the Partners for damages, losses, liabilities and expenses of any nature whatsoever resulting from errors in judgment or any acts or omissions, whether or not disclosed, unless caused by willful misconduct.

11. Legal Title to Partnership Property. Legal title to the property of the Partnership, including the Partnership's interest in the Property, shall be held in the name of "Spa Creek Associates, Limited Partnership," or in such other name as the General Partner, in his sole discretion, shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the General Partner may arrange to have title to Partnership property taken and held in his own name

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or in the names of trustees, nominees or straw parties for and on behalf of the Partnership. It is expressly understood and agreed that the manner of holding title to Partnership property (or any part thereof or interest therein) is solely for the convenience of the Partnership, and that all such property shall be treated as Partnership property subject to the terms of this Agreement.

12. Status of Limited Partners.

A. No Limited Partner (in his capacity as a Limited Partner) shall have any rights or powers in connection with the management or control of the Partnership's business, transact any business for the Partnership or have the power to sign for or bind the Partnership, said powers being vested solely and exclusively in the General Partner. No Limited Partner shall be bound by, or be personally liable for, the expenses, liabilities or obligations of the Partnership, except to the extent of his capital account, plus his share of the undistributed profits of the Partnership.

B. The Limited Partners shall have no voting rights except those pertaining to dissolution of the Partnership as set forth in Section 14, amendment of this Agreement as set forth in Section 12C, and the sale or lease of all or substantially all of the Partnership's assets as set forth in Section 12C.

C. Upon the proposal by the General Partner and the affirmative vote or written consent of Partners whose respective percentages of Partnership Interest exceed sixty-six and two-thirds percent (66-2/3%) in the aggregate of the total percentage of Partnership Interest of all of the Partners of the Partnership, the General Partner shall have the authority (i) to amend this Agreement in any manner other than to affect adversely the limited liability of any Limited Partner or (ii) to sell or lease all or substantially all of the Partnership assets.

D. No Limited Partner shall become liable as a General Partner by reason of the exercise by him of any of the powers specified in this Section 12.

E. Meetings of the Partnership for any purpose shall be held either at the call of the General Partner, on his own initiative, or upon written request of Limited Partners whose respective percentages of Partnership Interest in the Partnership exceed fifty percent (50%) in the aggregate. All such meetings shall be held at a place to be designated by the General Partner, and written notice of such location and of the date and time of the meeting shall be given by the General Partner to each Limited Partner at least ten (10) days prior to the date of such meeting.

13. Assignability of Partnership Interest.

A. Except as otherwise provided in this Section 13, the General Partner shall not have the right to voluntarily

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retire from the Partnership or sell, exchange or assign all of his interest in the Partnership. Any part but not all of the Partnership Interest of the General Partner, as General Partner, shall be assignable to the spouse, children, or brothers or sisters of the General Partner without the consent of any of the other Partners, and any part but not all of the Partnership Interest of the General Partner, as General Partner, shall be assignable to any other person upon the approval of Partners holding an aggregate in excess of sixty-six and two-thirds percent (66 2/3%) of all Partnership Interests; and the assignee thereof shall be a Limited Partner entitled to all the rights of a Limited Partner under this Agreement. As used in this Section 13A, "sell" and "assign" shall not include a bona fide pledge.

B. Subject to the further provisions of this Agreement and subject to the prior written approval of the General Partner, the Partnership Interest of each Limited Partner (including such Partner's right to receive a share of the profits and a return of such Partner's capital account) shall be assignable. Unless the assigning Limited Partner so provides in the instrument of assignment, the assignee shall not become a substituted Limited Partner (as that term is used in the Maryland Revised Uniform Limited Partnership Act), but shall have only the rights of an assignee as set forth in the Maryland Revised Uniform Limited Partnership Act. If the assigning Partner so provides in the instrument of assignment that the assignee shall be a substituted Limited Partner, then the assignee shall have the right to become a substituted Limited Partner (entitled to any and all rights and duties to which the assigning Limited Partner was entitled or subject), provided that the assignee shall pay a fee not to exceed Five Hundred Dollars ($500.00) to the Partnership to cover the costs and expenses of the preparation, execution and recordation of an Amended Certificate and Agreement of Limited Partnership (the "Amended Certificate"). In such event, the General Partner shall cause to be prepared the Amended Certificate, to be executed, sealed and acknowledged by all of the Partners (personally or by their attorneys-in-fact), including the assigning Partner and the assignee. The General Partner shall attend to the due execution, sealing, acknowledgment, filing and recordation of the Amended Certificate. Unless named in this Agreement, or unless admitted to the Partnership as herein provided, no person shall be considered a Partner; and the Partnership, each Partner and any other persons having business with the Partnership need deal only with Partners so named or so admitted. Such other persons shall not be required to deal with any other person by reason of assignment by a Partner or by reason of the death of a Partner, except as otherwise provided in this Agreement. In the absence of substitution of a Limited Partner for an assigning or deceased Limited Partner, any payment to a Partner or to the legal or personal representatives of a Partner shall acquit the Partnership of all liability to any other person who may be interested in such payment by reason of an assignment by such Partner or by reason of the death of such Partner.

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C. Except as provided in Section 13D and anything contained in this Agreement to the contrary notwithstanding, no Limited Partner shall sell, pledge, hypothecate, donate or otherwise transfer, with or without consideration (hereinafter a "disposition"), or agree to dispose of all or any portion of his Partnership Interest in the Partnership except as follows:

(1) Such Limited Partner shall first give written notice to the General Partner, at least sixty (60) days in advance of such proposed disposition (the "General Partner's Notice"). A statement setting forth all the terms and conditions of the proposed disposition (the "General Partner's Statement"), with the names and addresses of the proposed parties to such proposed disposition, shall be attached to the General Partner's Notice. For a period of thirty (30) days from the date of the General Partner's Notice (the "General Partner's Offer Period"), the General Partner shall have the option (the "General Partner's Option") to acquire from the Limited Partner desiring to dispose of all or any portion of his Partnership Interest (the "Offeror") under the same terms and conditions as are set out in the General Partner's Statement. If the General Partner desires to exercise the aforesaid General Partner's Option, he shall do so by giving notice (the "General Partner's Acceptance Notice") to the Offeror within the General Partner's Offer Period. If the General Partner's Acceptance Notice has not been given by the General Partner by the expiration of the General Partner's Offer Period, the Offeror shall then comply with Section 13C(2) of this Agreement.

(2) If the provisions of Section 13C(1) of this Agreement have not been fulfilled, then such Limited Partner shall give notice to all of the other Limited Partners, at least thirty (30) days in advance of such proposed disposition (the "Limited Partners' Notice"). A statement setting forth all the terms and conditions of the proposed disposition (the "Limited Partners' Statement"), with the names and addresses of the proposed parties to such disposition, shall be attached to the Limited Partners' Notice. For a period of thirty (30) days from the date of Limited Partners' Notice (the "Limited Partners' Offer Period"), the other Limited Partners shall have the option (the "Limited Partners' Option") to acquire from the Limited Partner desiring to dispose of all or any portion of his Partnership Interest (the "Offeror"), under the same terms and conditions as are set out in the Limited Partners' Statement, such Partnership Interest. Any Limited Partner desiring to exercise the aforesaid Limited Partners' Option shall do so by giving notice (the "Limited Partners' Acceptance Notice") to the Offeror within the Limited Partners' Offer Period. If the Limited Partners' Acceptance Notice has not been given by any Limited Partner by the expiration of the Limited Partners' Offer Period, the Offeror shall be free to make the proposed disposition; provided, however, that the disposition shall be made within ninety (90) days after the expiration of the Limited Partners' Offer Period in strict accordance with the terms and conditions

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set forth in the Limited Partners' Statement. If such notice is not given within a ninety (90) day period, then such entire procedure is subject to being invoked again. Such disposition shall in any event be subject to the other provisions of this Agreement. The Limited Partners' Option shall be exercisable by all the Limited Partners other than the Offeror in proportion to their respective percentages of Partnership Interest (or in such other proportion as may be mutually agreed upon by such Limited Partners); but if any Limited Partner does not exercise the Limited Partners' Option within the Limited Partners' Offer Period, his portion may, be taken up pro-rata by the remaining Limited Partners or Limited Partner, as the case may be.

D. The provisions of Section 13C shall not be applicable to the disposition by a Limited Partner of his Partnership Interest by gift, bequest, sale or exchange, to a spouse, child, parent, brother or sister of either (i) the transferor, whether or not the transferor is an original party to this Agreement, or (ii) to a testamentary or inter vivos trust of which the primary beneficiaries are one or more of the group consisting of the spouse, child, parent, brother or sister of the transferor.

E. The Partnership Interest owned by an assignee who has not become a substituted Limited Partner in accordance with the provisions of this Section 13 shall be assignable to the same extent as if such assignee had become a substituted Limited Partner, but any such assignment shall be subject to all the provisions of this Section 13.

F. In the event of the withdrawal of a Partner pursuant to this Section 13, the Partnership shall continue with respect to the remaining Partners, appropriate adjustments shall be made to their capital accounts and Partnership Interests to reflect the purchase of the Partnership Interest of the withdrawing Partner, and an election may be made to adjust the basis of Partnership assets in accordance with Section 754 of the Code, or the corresponding provisions of any federal revenue law, and the similar provisions of the tax law of any state or other jurisdiction.

G. Anything contained in this Agreement to the contrary notwithstanding:

Each of the Limited Partners, who is purchasing a Partnership Interest issued by the Partnership, hereby warrants and represents to the General Partner and to the Partnership that the securities being acquired by him are being acquired for his own account for investment only and not with a view to, offer for sale or sale in connection with, the distribution or transfer thereof. Each of the Limited Partners further warrants and represents to the General Partner and to the Partnership that he is not participating, directly or indirectly, in a distribution or transfer of such Partnership Interests, nor is he participating, directly or indirectly, in the underwriting of any such

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distribution or transfer of such Partnership Interests. Each of the Limited Partners further warrants and represents to the General Partner and to the Partnership that he will not act in any way that would constitute him to be an underwriter, within the meaning of the Securities Act of 1933 (the "Act"), of such Partnership Interests.

The Partnership is offering to sell, offering for sale, and selling the Partnership Interests only to persons whom the Partnership has reasonable grounds to believe, and actually believes, (a) immediately prior to making an offer, either (1) because of their knowledge and experience in financial and business matters are able to evaluate the merits and risks of an investment in the Partnership, or (2) are able to bear the economic risk of an investment in the Partnership; and (b) prior to any sale of Partnership Interests, after making reasonable inquiry, either (1) have such knowledge and experience in financial and business matters that they are able to evaluate the merits and risks of an investment in the Partnership, or (2) are represented by an offeree representative who, together with such persons, are able to evaluate the merits and risks of an investment in the Partnership and such persons are able to bear the economic risk of an investment in the Partnership. In connection therewith, each offeree of Partnership Interests offered hereby will be required to execute such pre-offering and pre-sale suitability letters as shall be requested by the General Partner and, where applicable, will be required to have his offeree representative execute an offeree representative letter.

Each of the Limited Partners hereby agrees that the Partnership Interests purchased by him and any agreement or certificate evidencing such Partnership Interests shall be stamped or otherwise imprinted with a conspicuous legend in substantially the form set forth at the top of the first page of this Agreement. Such Partnership Interests shall not be transferable except upon the conditions specified in this paragraph 13G. Each of the Limited Partners realizes and agrees that, by becoming a Limited Partner in the Partnership pursuant to the terms of this Agreement and the aforesaid legend, prior to any transfer of a Partnership Interest, he will give written notice to the General Partner expressing his desire to effect such transfer and describing the proposed transfer.

Upon receiving such notice the General Partner shall present copies thereof to counsel for the Partnership and the following provisions, in addition to all other applicable provisions of this Agreement, shall apply:

(1) If, in the opinion of such counsel, the proposed transfer of such Partnership Interests may be effected without registration thereof under the Act and applicable state securities law (the "State Acts"), the General Partner shall promptly thereafter notify the holder of such Partnership Interest, whereupon such holder shall be entitled to transfer

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such Partnership Interest, all in accordance with the terms of the notice delivered by such holder to the General Partner, and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and the State Acts.

(2) If, in the opinion of such counsel, the proposed transfer of such Limited Partnership Interest may not be effected without registration of such Partnership Interest under the Act and the State Acts, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

Each Limited Partner realizes that the Partnership Interests are not and will not be registered under the Act or under the State Acts and that the Partnership does not presently file and does not intend to file periodic reports with the Securities and Exchange Commission pursuant to the requirements of the Securities Exchange Act of 1934. Each Partner also understands that the Partnership has not agreed with any Limited Partner to register the Partnership Interests for distribution in accordance with the provisions of the Act or the State Acts, and that the Partnership has not agreed to comply with any exemption under the Act or the State Acts for the sale hereafter of such securities.

Hence, it is the understanding of each Partner that by virtue of the provisions of certain rules respecting "restricted securities" promulgated under the Act, the Partnership Interests to which he is subscribing pursuant hereto must be held by him indefinitely unless and until subsequently registered under the Act and the State Acts or unless an exemption from such registration is available, in which case such Limited Partner may still be limited as to the amount of said securities that he may sell.

14. Death or Insanity of General Partner. In the event the General Partner is unable to serve as General Partner due to death or insanity, the Limited Partners shall, by a vote of a majority of the Partnership Interests of the Limited Partners, select a Successor General Partner (the "Successor General Partner"). At such time as the Successor General Partner is so chosen, all rights, obligations and duties of the General Partner contained herein shall become the rights, obligations and duties of the Successor General Partner. If no Successor General Partner is chosen within 180 days after the death or insanity of the General Partner, the the events described in Section 15.A(5) hereof shall be deemed to have occurred.

15. Dissolution of the Partnership.

A. The Partnership shall be dissolved only upon the happening of any of the following events:

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(1) Upon the proposal of the General Partner agreed upon by the affirmative vote or written consent of Partners whose respective percentages of Partnership Interest exceed seventy percent (70%) in the aggregate of the total of one hundred percent (100%) of the Partnership Interests of the Partnership.

(2) The sale or other disposition at one time of all or substantially all of the Partnership assets and the distribution to the Partners of the proceeds thereof.

(3) The expiration of the term of the Partnership.

(4) The written consent or election of the General Partner.

(5) The death or insanity of both the General Partner and the Successor General Partner.

B. Upon a dissolution of the Partnership, the Partnership assets shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefor, shall be applied and distributed in order of priority as follows:

(1) First, to the payment and discharge of all of the Partnership's debts and liabilities to persons other than Partners.

(2) Second, to the payment and discharge of any loan made by any of the Partners to the Partnership.

(3) Third, to the creation of any reserves which may be deemed reasonably necessary, in the judgment of the General Partner, for contingent liabilities of the Partnership or the General Partner (which reserves shall be held in escrow).

(4) Fourth, for distributions in repayment of the Partners' original and any subsequent capital contributions, less distributions made to such Partners pursuant to Section 9B hereof.

(5) The balance remaining, if any, shall be distributed among all Partners pro-rata, in proportion to their respective percentages of Partnership Interest in the Partnership.

C. Upon the completion of the dissolution, winding up, liquidation and distribution of the liquidation proceeds, except as provided in Section 14B(3), the Partnership shall terminate, the Limited Partners shall cease to be such, and the General Partner, as the sole remaining Partner of the

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Partnership, shall execute, seal, acknowledge and cause to be filed a certificate of cancellation of the Partnership.

D. For all purposes of this Agreement, "bankruptcy" shall include (a) an assignment for the benefit of creditors; (b) the filing of a voluntary bankruptcy petition; and, (c) the failure to vacate an involuntary bankruptcy petition within sixty (60) days from the date of filing of such petition.

E. The Partnership shall not be dissolved by the death, insanity, bankruptcy, insolvency, dissolution, or withdrawal of any Limited Partner; by the assignment by any Limited Partner of his Partnership Interest; or by the admission of new Limited Partners.

F. The General Partner shall not be personally liable for the return of all or any part of the capital contributions of the Limited Partners. Any such return shall be made solely from Partnership assets.

16. Bank Accounts. The funds of the Partnership shall be deposited in such bank account or accounts as may be required, and the General Partner shall arrange for the appropriate conduct of such accounts.

17. Books of Account; Accounting Year; Audits; Reports to Limited Partners.

A. There shall be kept at the principal office of the Partnership (or at such other office as the General Partner, in his sole discretion, may designate) accurate books of account, in which shall be entered each and every transaction of the Partnership. Each Partner shall have access thereto at all reasonable times. The books shall be kept on the accounting method used for federal income tax purposes as the General Partner, in his sole discretion, may determine.

B. Unless and until otherwise determined by the General Partner, in his sole discretion, the Partnership fiscal year shall be the calendar year.

C. An unaudited financial statement shall be made as of the end of each Partnership fiscal year by such independent certified public accountants as the General Partner, in his sole discretion, may, from time to time, designate. Any Partner shall further have the right to a private audit of the books and records of the Partnership, provided such audit is made at the expense of the Partner desiring the same and is made within a reasonable time-period after reasonable prior notice to the General Partner.

D. The General Partner shall, within ninety (90) days after the close of the Partnership fiscal year, mail to the Limited Partners an annual report containing unaudited financial

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information of the business of the Partnership for such accounting year and shall, at the same time, furnish each Partner of the Partnership with that information which is relevant to such Partner for federal income tax purposes. The annual report may contain such other information as the General Partner, in his sole discretion, may determine. The General Partner may send to the Limited Partners such quarterly, semi-annual and other reports or other information as the General Partner, in his sole discretion, may designate.

18. Indemnification.

The Partnership shall indemnify the General Partner as follows:

A. The Partnership shall indemnify the General Partner in the event that the General Partner was or is a party to or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Partnership) by reason of the fact that the General Partner is or was such General Partner, or is or was serving the Partnership as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Partnership, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the General Partner did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Partnership, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his conduct was unlawful.

B. The Partnership shall indemnify the General Partner in the event that the General Partner was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Partnership to procure a judgment in its favor by reason of the fact that the General Partner is or was serving at the request of the Partnership as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Partnership, except that no indemnification shall be made in respect of any claim, issue, or matter as to which the

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General Partner shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Partnership, unless and only to the extent that the court having jurisdiction in the premises, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

C. To the extent that the General Partner has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 17A or 17B of this Agreement or in defense of any claim or issue or matter therein, he shall be indemnified against expenses (including attorneys' and experts' fees) actually and reasonably incurred by him in connection therewith, without the necessity for the determination as to the standard of conduct as provided in Section 17D of this Agreement.

D. Except as provided in Section 17C of this Agreement, any indemnification under Section 17A or 17B of this Agreement (unless ordered by a court) shall be made by the Partnership only as authorized in the specific case upon a determination that indemnification of the General Partner is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 17A or 17B of this Agreement. Such determination shall be made by independent legal counsel (who may be regular counsel for the Partnership) in a written opinion and any determination so made shall be conclusive.

E. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Partnership in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the General Partner to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Partnership as authorized in this Section 17.

F. Agents and employees of the Partnership, other than the General Partner thereof, may be indemnified under the same standards and procedures set forth above, in the sole discretion of the General Partner.

G. Any indemnification pursuant to this Section 17 shall not be deemed exclusive of any other rights to which those indemnified may be entitled by applicable law, and shall inure to the benefit of the heirs, executors, guardians and personal and legal representatives of such person.

19. Miscellaneous Provisions.

A. Unless otherwise so provided in this Agreement, no Partner shall be liable to any other Partner or to the

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Partnership for any good faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

B. Except as otherwise provided herein, nothing herein contained shall be construed to constitute any Partner hereof the agent of any other Partner or to limit in any manner the partners in the carrying on of their own respective businesses or activities.

C. All notices or other communications provided for herein shall be deemed given if sent by certified or registered mail, return receipt requested, all required postage prepaid, if to a Partner, to the address of the Partner set forth on the signature page to this Agreement, unless notice of a change of address is given to the Partnership pursuant to the provisions of this Section 18C, and if to the Partnership, to the principal office of the Partnership as set forth in Section 3 hereof or as later changed. Time periods shall commence on the date of mailing of a notice or any other communication. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight of the last day of such period.

D. Each Limited Partner hereby makes, constitutes and appoints the General Partner, with full power of substitution, his true and lawful attorney, for him and in his name, place and stead and for his use and benefit to sign, seal, acknowledge, file and record: (a) this Amended and Restated Certificate and Agreement of Limited Partnership or any amendment hereto adopted in accordance with the provisions hereof; (b) a Certificate of Limited Partnership, as well as amendments thereto, under the laws of any other state in which such a Certificate is required to be filed; (c) any other instrument or document which may be required to be filed by the Partnership under th laws of any state or by any governmental agency, or which the General Partner deems it advisable to file; (d) any instruments or documents which may be required to effect the continuation of the Partnership or the dissolution and termination of the Partnership, provided such continuation or dissolution and termination are in accordance with the terms of this Agreement.

Each of the Limited Partners hereof does hereby further agree, whenever requested to do so, personally to sign, seal, swear or affirm under oath, acknowledge and deliver any such instrument or document provided for under this Section 18D, and to sign, seal, swear or affirm under oath, acknowledge and deliver whatever further documents or instruments may be requisite.

E. The power of attorney granted hereunder to the General Partner:

(1) Is a special power of appointment coupled with an interest, is irrevocable, and shall (to the extent

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permitted by applicable law) survive the death or disability of the Limited Partner.

(2) Shall survive the delivery of an assignment by a Limited Partner of all or any portion of his Partnership Interest; except where the assignee thereof has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect such substitution.

(3) May be exercised by the General Partner, for each Limited Partner by a facsimile signature or by listing all of the Limited Partners executing any instrument with a single signature as attorney-in-fact for all of them.

F. Force Majeure. If the General Partner is rendered unable, in full or in part, by Force Majeure, to carry out his obligations under this Agreement, other than the obligations to make distributions to the Partners, the obligations of the General Partner, to the extent affected by such Force Majeure, shall be suspended during, but no longer than, the continuance of such Force Majeure. The General Partner shall use all reasonable diligence to remedy such Force Majeure as quickly as possible, provided that this obligation shall not require the settlement of strikes, lockouts, or other labor difficulties by the General Partner, and provided further that all such difficulties shall be handled entirely at the discretion of the General Partner.

G. Gender and Heading. The use of any gender herein shall be deemed to be or include the other genders, and the use of the singular herein shall be deemed to be or include the plural (and vice-versa), wherever appropriate. The headings herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of this Agreement, or the intent of any provisions hereof.

H. Entire Agreement. This Agreement sets forth all (and is intended by all parties hereto be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Partnership, the business of the Partnership and the property of the Partnership, and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

I. Invalidity. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. In the event there is any conflict between any Provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the

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provisions of this Agreement thus affect shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

20. Governing Law. All questions with respect to the construction of this Agreement and amendments hereof and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Maryland.

21. Burden and Benefit. This Agreement is binding upon and shall inure to the benefit of, the parties hereto and their respective heirs, guardians, executors, administrators, personal and legal representatives, and successors and to the assigns of the parties hereto to the extent, but only to the extent, the same is provided for in accordance with, and permitted by, the provisions of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall together constitute one document.

IN WITNESS WHEREOF, the undersigned General Partner has executed this Agreement as of the day and year first above written.

WITNESS:

Cheryl A. Musinger

PAUL M. PEARSON, General Partner

STATE OF MARYLAND, ~~COUNTY OF ANNE ARUNDEL~~ City of Baltimore, TO WIT:

I HEREBY CERTIFY that on this 27 day of June, 1985, before me, the subscriber, a Notary Public in and for the county and State aforesaid, came PAUL M. PEARSON, known to me (or satisfactory proven) to be the person whose name is subscribed to

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the within instrument, on behalf of said Limited Partnership, executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Ann Clary Graham
NOTARY PUBLIC

ANN CLARY GRAHAM
NOTARY PUBLIC
BALTIMORE CITY, MD.

My Commission Expires: 7-1-86

COR195-ocr.701
23:03:6/24/85
42413-00

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Marie (Amuedo) Dulaney
7708 Greenspring Road
Baltimore, MD 21208
Original Capital Contribution: $1,600.00
Original Percentage of
Partnership Interest: .18%
Current Percentage of
Partnership Interest: .855%

James C. Garthune
7708 Greenspring Road
Baltimore, Maryland 21208
Original Capital Contribution: $2,400.00
Original Percentage of
Partnership Interest: .28%
Current Percentage of
Partnership Interest: .955%

Ronald P. Denz
5 Horn Point Court
Annapolis, Maryland 21403
Original Capital Contribution: $4,000.00
Original Percentage of
Partnership Interest: .46%
Current Percentage of
Partnership Interest: .46%

Estate of Lady Anne Breed
c/o Charles Breed
520 Forest Hill Drive
Annapolis, Maryland 21401
Original Capital Contribution: $20,000.00
Original Percentage of
Partnership Interest: 2.29%
Current Percentage of
Partnership Interest: 2.29%

Malcolm E. King
11131 Game Reserve Road
Gaithersburg, MD 20760
Original Capital Contribution: $4,000.00
Original Percentage of
Partnership Interest: .46%
Current Percentage of
Partnership Interest: .46%

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Thomas R. Salb
2804-63rd Avenue
Cheverly, Maryland 20785
Original Capital Contribution: $4,400.00
Original Percentage of
Partnership Interest: 1.84%
Current Percentage of
Partnership Interest: 1.84%

Mustafa Guldu
3215 Northampton
Washington, D.C. 20015
Original Capital Contribution: $20,000.00
Original Percentage of
Partnership Interest: 2.0%
Current Percentage of
Partnership Interest: 2.0%

Robert C. Binnion
P.O. Box 279
King of Prussia, PA 19406
Original Capital Contribution: $10,000.00
Original Percentage of
Partnership Interest: 1.0%
Current Percentage of
Partnership Interest: 1.0%

Donald J. Brady
P.O. Box 13656
Greensboro, N.C. 27405
Original Capital Contribution: $10,000.00
Original Percentage of
Partnership Interest: 1.0%
Current Percentage of
Partnership Interest: 1.0%

G.B. Wilson, III
3121 Directors Row
Memphis, TN 38131
Original Capital Contribution: $10,000
Original Percentage of
Partnership Interest: 1.0%
Current Percentage of
Partnership Interest: 1.0%

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Louis J. Boland
11221 Stephalee Lane
Rockville, MD 20852
Original Capital Contribution: $10,000
Original Percentage of
Partnership Interest: 1.0%
Current Percentage of
Partnership Interest: 1.0%

William D. Pinkham, Jr.
11 Microlab Rd.
Livingston, N.J. 67039
Original Capital Contribution: $10,000
Original Percentage of
Partnership Interest: 1.0%
Current Percentage of
Partnership Interest: 1.0%

Paul M. Pearson
c/o Maryland Inn
Church Circle
Annapolis, MD 21401
Original Capital Contribution: $20,000
Original Percentage of
Partnership Interest: 2.0%
Current Percentage of
Partnership Interest: 2.0%

Current Limited Partners
Acquired by Assignment

Geoffrey Comber
6 N. Cherry Grove Ave.
Annapolis, MD 21401
Original Capital Contribution: N/A
Percentage of Partnership
Interest: 1.35%

Dorothy McGuire
102 Anglers Grove, #7
1456 N.E. Ocean Blvd.
Stuart, FL 33494
Original Capital Contribution: N/A
Percentage of Partnership
Interest: 2.25%

Lewis McBride & June McBride
5600 Feather River Place
Paradise, CA 95969
Original Capital Contribution: N/A
Percentage of Partnership
Interest: .90%

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1809 0000

BOOK 24 PAGE 90

001744

Lawrence Bulman
7427 Arlington Road
Bethesda, MD 20014
Original Capital Contribution: N/A
Percentage of Partnership
Interest: 1.800%

After recordation return to
SHAPIRO AND OLANDER
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW
2000 CHARLES CENTER SOUTH
36 SOUTH CHARLES STREET
BALTIMORE, MARYLAND 21201

182 PAGE 75

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BOOK 24 PAGE 91

Book 18 Page
75-A

Cert of Amend
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91

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
3:54	6	27	85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

make

52

13 docs

Shapiro & Olander
36 S. Charles St.
Balto, Md 21201

0000 6082

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VOL 182 PAGE 76

BOOK 24 PAGE 92

CERTIFICATE OF AMENDMENT
OF
SPA CREEK ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 27, 1985 AT 03:54 P. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED. 30

RECORDED IN LIBER 2730, FOLIO 001715, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1954007

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180187

CLERKS NOTATION
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SECOND AMENDED AND RESTATED CERTIFICATE OF

LIMITED PARTNERSHIP OF

GLADDING-SWANSON REALTY COMPANY LIMITED PARTNERSHIP

THIS SECOND AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP of GLADDING-SWANSON REALTY COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, (the "Partnership") comprised of ERNEST A. SWANSON, as General Partner and ERNEST A. SWANSON and HARRY L. GLADDING, as Limited Partners, executed on June 27, 1985 by Ernest A. Swanson, the sole General Partner of the Partnership.

WHEREAS, on June 29, 1982, the Amended and Restated Certificate of Limited Partnership for the Partnership was received for record in Liber WGL16, Folio 120 in the partnership records of the Circuit Court of Anne Arundel County, Maryland; and

WHEREAS, by order of the Circuit Court of Baltimore City, Maryland on December 18, 1984 Neal D. Borden was appointed Guardian of the Person and Property of Harry L. Gladding whereupon pursuant to Section 15 of the Amended and Restated Agreement of Limited Partnership of the Partnership Harry L. Gladding ceased to be a General Partner of the Partnership; and

WHEREAS, the Partnership desires to amend and restate the Certificate of Limited Partnership of the Partnership and file such Certificate with the State Department of Assessments and Taxation of the State of Maryland; and

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10: 53
E. AUBREY COLLISON
CLERK

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WHEREAS, it is now the intention of the Partnership to be governed by the provisions of the Maryland Revised Uniform Limited Partnership Act (the "Act") before July 1, 1985 in the manner and upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned General Partner of the Partnership does hereby make, sign and acknowledge, the following Certificate:

1. Name. The name of the partnership shall be GLADDING-SWANSON REALTY COMPANY LIMITED PARTNERSHIP.

2. Character of Business and Purpose for Which Formed. The character of the business and the purpose for which the Partnership was formed are to acquire, own, develop and lease real property located in Anne Arundel County, Maryland.

3. Principal Office and Resident Agent. The address of the principal office of the Partnership is at 7370 Crain Highway, Glen Burnie, Maryland 21061. The Resident Agent of the Partnership is Ernest A. Swanson, 7370 Crain Highway, Glen Burnie, Maryland 21061.

4. Partners. The name and home or business address of the General Partner and each of the Limited Partners are listed on Schedule A attached hereto.

5. Contributions by Partners. A description and the dollar value of the property contributed to the capital of the

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Partnership by each Partner is set forth after the name of the Partner on Schedule A.

6. Additional Contributions by Partners. The Partners have not agreed to make any additional contributions.

7. Right of the Limited Partners to Substitute Assignees. A limited partner may transfer his interest as a limited partner to an assignee after first giving an option to the Partnership and then to the other Partners to purchase such interest; provided, however, that a limited partner may freely transfer his interest as a limited partner to a lineal descendant, or to his spouse or the spouse of a lineal descendant if such transfer does not effect a termination under Section 708 of the Internal Revenue Code of 1954, as amended. There is no prohibition on the admission of transferees as additional limited partners.

8. Return of Contribution of the Partners. There is no agreement concerning the return of the contributions of a Limited Partner prior to dissolution of the Partnership.

9. Share of Profits of the Partners. The Partners shall be entitled to receive the following percentages of the profits of the Partnership:

General Partner	
Ernest A. Swanson	25%
Limited Partner	
Ernest A. Swanson	25%
Special Limited Partner	
Harry L. Gladding	50%

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9. Events Causing Dissolution. The Partnership shall be dissolved and its affairs wound up (i) at the option of the Partners if the interest of a Partner in the Partnership is attached or made subject to a charging order or is assigned for the benefit of creditors or a Partner is adjudicated as a bankrupt or an insolvent; (ii) upon the death or insanity of a sole General Partner unless the remaining Partners select a new General Partner and elect to continue the Partnership within 180 days of such death or insanity; (iii) if the Partners unanimously agree to terminate the Partnership; (iv) if the Partnership sells substantially all of its assets; or (v) if a decree or order to dissolve the Partnership is issued by a court of competent jurisdiction.

10. Term. The Partnership is to continue until December 31, 2002, and thereafter from year to year unless terminated.

IN WITNESS WHEREOF, The General Partner of the Partnership has signed this Second Amended and Restated Certificate of Limited Partnership on the date first above written.

ERNEST A. SWANSON,
General Partner

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SCHEDULE A

	Description of Capital Contribution	Dollar Value of Capital Contribution	Percentage of Partnership Profits and Losses
GENERAL PARTNER			
Ernest A. Swanson 7370 Crain Highway Glen Burnie, MD 21061	Interest in Real Property known as 7370 Crain Highway, Glen Burnie, Maryland	$ 31,250	25%
LIMITED PARTNERS			
Ernest A. Swanson 7370 Crain Highway Glen Burnie, MD 21061	Interest in Real Property known as 7370 Crain Highway, Glen Burnie, Maryland	$ 31,250	25%
SPECIAL LIMITED PARTNER			
Harry L. Gladding c/o Neal D. Borden 1800 Mercantile Bank Bldg. 2 Hopkins Plaza Baltimore, MD 21201	Interest in Real Property known as 7370 Crain Highway, Glen Burnie, Maryland	$ 62,500	50%
		$125,000	100%

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BOOK 24 PAGE 98

Book 1152 - Page 81-A

SECOND AMENDED AND RESTATED
CERTIFICATE OF LIMITED
PARTNERSHIP OF GLADDING-
SWANSON REALTY COMPANY
LIMITED PARTNERSHIP

Cert of Amend

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
12:01	6	28	85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
11	OTHER TCC-5
61	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

(52)

make

CERTIFIED
COPY MADE

H.Eugene Funk, Jr., Esq.

VENABLE, BAETJER AND HOWARD
ATTORNEYS AT LAW
MERCANTILE BANK & TRUST BUILDING
2 HOPKINS PLAZA
BALTIMORE, MD. 21201

1985 JUN 28 P 12:01

00003088

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BOOK 24 PAGE 99

VOL 182 PAGE 82

CERTIFICATE OF AMENDMENT
OF
GLADDING-SWANSON REALTY COMPANY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28,1985 AT 12:01 P. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED. 6

RECORDED IN LIBER 2730, FOLIO 001344 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1953678

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180157

AT5-060

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PINE MOUNTAIN GAS AND OIL ASSOCIATES

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP made as of the 28 day of June, 1985 by and among the undersigned General Partner and those other persons signing this Certificate as Limited Partners and whose names and addresses are set forth in Exhibit A hereto (the "Limited Partners").

WHEREAS, Pine Mountain Gas and Oil Associates (the "Partnership") was formed as a limited partnership in the State of Maryland on Dec. 26, 1980;

WHEREAS, the parties wish to amend the Certificate to reflect the election to be bound by the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the Certificate shall be as follows:

1. The name of the Partnership shall be PINE MOUNTAIN GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP.

2. The purpose for which the Partnership is formed is to acquire full and partial interests in oil, gas and mineral leases and unleased oil, gas and mineral rights, fee rights, permits, reservations, working interests or contractual rights authorizing the holder to drill for and reduce to possession oil, gas and other minerals or options to obtain same in oil, gas and mineral properties within or without the State of Maryland. The Partnership shall engage primarily in the production, processing, transportation and sale of oil, gas and other products from such properties.

3. The principal office of the Partnership shall be P.O. Box 220, Churchton, Maryland 20733. The resident agent shall be Arthur P. D'Aoust whose address is 4760 Bayfields Road, Harwood, Maryland 20776.

4. The name, address and designation of each partner are shown on Exhibit "A" attached hereto.

5. a. The General Partner has contributed the amount set forth opposite his name on Exhibit "A".

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:55
E. AUBREY COLLISON
CLERK

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b. Each Limited Partner shall be obligated to contribute to the Partnership an amount equal to his subscription as set forth on Exhibit "A". Except as stated herein, or otherwise provided by Maryland law, no General or Limited Partner shall have the obligation to make additional capital contributions.

6. The Limited Partner, or assignee thereof, shall have no right or privilege to sell, assign, or otherwise transfer all or any of his interest in the Partnership except to the extent permitted herein.

a. A limited Partner, or assignee thereof, may sell, assign, or otherwise transfer all or any of his interest in the Partnership, but only after obtaining the written consent of the General Partner, to a member of the transferor's immediate family, to inter vivos or testamentary trusts created or held for the benefit of the transferor's immediate family or to charitable, religious, scientific or educational organizations which are duly qualified as such under Section 501(c)(3) of the Code.

b. Except as provided in (a) above, no Limited Partner shall sell, assign or otherwise transfer any or all of his interest in the Partnership without: (i) obtaining the written consent of the General Partner, and (ii) giving notice to the Limited Partners of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Limited Partner desiring to make a sale, assignment or other transfer (the "Offering Partner") shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the Limited Partners shall have the option to accept the Offer by giving notice thereof to the Offering Partner. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one (1) Limited Partner desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in proportion to their respective existing interests in the Partnership, unless they agree otherwise. If the Limited Partners do not accept the offer as hereinabove provided, the General Partner may accept the Offer by giving the Offering Partner notice thereof within ten (10) days after expiration of the acceptance period granted to the Limited Partners. Any such purchase by the General Partner shall be closed within ninety (90) days after their acceptance of the Offer. If neither the Limited Partners nor the General Partner accept the Offer and close the purchase as provided above, then for ninety (90) days thereafter, the Offering Partner may sell, assign or otherwise transfer his interest in the Partnership to others at a sales price and upon other

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terms and conditions no less favorable to the Offering Partner than those set forth in the Offer. Copies of all notices required herein shall be sent to the General Partner.

c. Prior to consenting to any sale, assignment, or other transfer, the General Partner shall be assured that the vendee, assignee or other transferee is a financially responsible individual who understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others. The General Partner shall not consent to a sale, assignment, or other transfer of less than all of the interest of a Limited Partner, unless in the opinion of the General Partner, the Limited Partner's interest in the Partnership is large enough to be practically divided. The General Partner shall not consent to a sale, assignment, or other transfer unless, in the opinion of counsel acceptable to the General Partner, registration is not required under applicable Federal and State securities laws. The General Partner may, in his sole and absolute discretion, refuse to give his written consent to any sale, assignment or transfer for any reason.

7. The General Partner of the Partnership may transfer all or part of his interest in the Partnership and may appoint an additional or substitute General Partner but only with the prior consent of a majority in interest of the Limited Partners.

8. a. Until December 31, 1981, each item of Partnership income, gain, credit, loss or deduction shall be allocated one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners on a pro-rata basis.

b. For Partnership fiscal years beginning January 1, 1982, each item of Partnership cash flow shall be first applied to complete wells already begun, and then allocated to the Partners in the following manner: ten percent (10%) to the General Partner and ninety percent (90%) to the Limited Partners on a pro-rata basis until such time as the Limited Partners have been allocated cash distributions from any source in the amount of one hundred percent (100%) of their capital contributions, whereupon the General Partner shall have a fifty percent (50%) interest and the Limited Partners shall have a fifty percent (50%) interest in all allocations.

9. The General Partner may, in his sole discretion, distribute Partnership cash flow during 1980, if he determines it to be in the best interest of the Partnership. Distributions may be made at such time or times as the General

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Partner, may, in his sole discretion, determine; provided, however, that any amounts determined by the General Partner to be available for distribution shall be distributed at least annually within ninety (90) days after the close of the year of the Partnership. Except as provided above, no Partner shall be entitled to a return of his capital contribution or other distribution prior to dissolution of the Partnership.

Upon the dissolution and termination of the Partnership, the General Partner, or if there is none, a representative of the Limited Partners, shall liquidate the assets of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. First, to the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

b. Second, to the creation of any reserves which the General Partner or the representatives of the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the business and operation of the Partnership;

c. Third, to the payment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

d. Fourth, the balance, if any, shall be allocated and distributed to the Partners in accordance with the balances in their respective capital accounts.

10. The Partnership shall terminate on December 31, 2005 unless sooner terminated as hereinafter provided.

11. The Partnership shall be dissolved and terminated and its business wound up upon the occurrence of any one of the following events:

a. The death, incompetency, withdrawal, liquidation, dissolution or bankruptcy of the General Partner;

b. The expiration, sale or disposition or abandonment of all or substantially all of the Partnership's properties;

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c. The joint determination of the General Partner and a majority in interest of the Limited Partners that the Partnership should be dissolved;

d. Any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.

12. Notwithstanding the above listed events, the Partnership shall not be dissolved and terminated and its business shall be continued pursuant to the terms and conditions of the Partnership Agreement if, within ninety (90) days after the occurrence of any of the events referred to above, all the Limited Partners shall elect in writing to continue the business of the Partnership and, if necessary, shall designate one or more persons or entities to be substituted as General Partner(s), provided that such determination and designation(s), shall be approved, in writing, by the remaining General Partner(s), if any. In the event that the Limited Partners so elect to continue the business of the Partnership, the new General Partner(s) shall succeed to all of the powers, privileges and obligations of the former General Partner(s) hereunder, and the interest in the Partnership of the former General Partner(s) shall become a Limited Partner's interest hereunder.

13. The Partnership elects to be bound by the Act before July 1, 1985. This Certificate shall govern to the extent it is inconsistent with the prior Agreement and Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties have hereto set their signatures and seals as of the day and year first above written.

GENERAL PARTNER:

Arthur P. D'Aoust

LIMITED PARTNERS:

By: _____
Arthur P. D'Aoust
attorney-in-fact for each
of the Limited Partners
listed on Exhibit "A"
attached hereto

CLERKS NOTATION
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	TAX ID#	INITIAL	YTD	CUMUL
ARTHUR F. D'AOUST GENERAL PARTNERSHIP PO BOX 220 CHURCHTON MD 20733	179-22-8916	0.00	0.00	0.00
	BOOK 24 PAGE 105		001773	
BARRY B. AUERBACH DDS 566 98TH AVENUE NAPLES FLA 33963	216-38-3253	18,450.00	0.00	0.00
JOHN L. BEERMAN 7701 FALSTAFF ROAD MC LEAN VA. 22102	224-32-0609	12,300.00	0.00	0.00
THOMAS J. BEVINS 2829 SOUTHVIEW ROAD ELLICOTT CITY MD 21043	213-78-6324	12,400.00	0.00	0.00
WILLIAM C. ELLETT 7727 FALSTAFF ROAD MC LEAN VA 22102	332-12-2703	20,000.00	0.00	0.00
TONY R. GALLARDO 11149 LAKE CHAPEL LANE RESTON VA 22091	410-62-1281	12,300.00	0.00	0.00
DONALD J. LE BLANC AND ELAINE V. LE BLANC 9001 NESBIT COURT GAITHERSBURG MD 20879	034-30-5382	12,364.18	0.00	0.00
FELIX H. LINDSAY AND HELEN H. LINDSAY 1444 S. GREENBRIER ST. ARLINGTON VA 22206	433-05-9291	12,300.00	0.00	0.00
MATTHEW C. LUCAS AND ANGELIKA H. LUCAS 10304 BRANDENBURG CT. GREAT FALLS VA 22066	219-32-4327	12,364.18	0.00	0.00
JAMES P. MAC DONALD AND BEVERLY B. MAC DONALD 701 KENTLAND DRIVE GREAT FALLS VA 22066	122-34-3778	12,300.00	0.00	0.00
ROBERT E. MATTHEWS AND HATTIE M. MATTHEWS 1762 ALBERT DRIVE MITCHELLVILLE MD 20716	241-66-3386	12,501.30	0.00	0.00
CARL F. SCHAEFER AND FRANCES C. LI 4805 DRUMMOND AVENUE CHEVY CHASE MD 20815	041-38-4990	12,327.27	0.00	0.00

LIMITED PARTNERS

VOL 182 PAGE 88

CLERKS NOTATION
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L609 0000

BOOK 24 PAGE 107

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

001774

Certificate of Amendment

05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:04	7-	11-	85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL — CASH ☐ CHECK ☑ — APPROVED BY A

(52)

oldie
make card

Pine Mountain Gas + Oil Associates
11820 Parklawn Drive
Suite 300
Rockville Md 20852

VOL. 182 PAGE 90

CLERKS NOTATION
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182 PAGE 91 BOOK 24 PAGE 108

CERTIFICATE OF AMENDMENT
OF
PINE MOUNTAIN GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:04 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2734, FOLIO 001767, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

MJ964006

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 181191

CLERKS NOTATION
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MOUNTAINEER GAS AND OIL ASSOCIATES

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP made as of the 28th day of JUNE, 1985 by and among the undersigned General Partner and those other persons signing this Certificate as Limited Partners and whose names and addresses are set forth in Exhibit A hereto (the "Limited Partners").

WHEREAS, Mountaineer Gas and Oil Associates (the "Partnership") was formed as a limited partnership in the State of Maryland on SEPT. 15, 1980;

WHEREAS, the parties wish to amend the Certificate to reflect the election to be bound by the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the Certificate shall be as follows:

1. The name of the Partnership shall be MOUNTAINEER GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP.

2. The purpose for which the Partnership is formed is to acquire full and partial interests in oil, gas and mineral leases and unleased oil, gas and mineral rights, fee rights, permits, reservations, working interests or contractual rights authorizing the holder to drill for and reduce to possession oil, gas and other minerals or options to obtain same in oil, gas and mineral properties within or without the State of Maryland. The Partnership shall engage primarily in the production, processing, transportation and sale of oil, gas and other products from such properties.

3. The principal office of the Partnership shall be P.O. Box 220, Churchton, Maryland 20733. The resident agent shall be Arthur P. D'Aoust whose address is 4760 Bayfields Road, Harwood, Maryland 20776.

4. The name, address and designation of each partner are shown on Exhibit "A" attached hereto.

5. a. The General Partner has contributed the amount set forth opposite his name on Exhibit "A".

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b. Each Limited Partner shall be obligated to contribute to the Partnership an amount equal to his subscription as set forth on Exhibit "A". Except as stated herein, or otherwise provided by Maryland law, no General or Limited Partner shall have the obligation to make additional capital contributions.

6. The Limited Partner, or assignee thereof, shall have no right or privilege to sell, assign, or otherwise transfer all or any of his interest in the Partnership except to the extent permitted herein.

a. A limited Partner, or assignee thereof, may sell, assign, or otherwise transfer all or any of his interest in the Partnership, but only after obtaining the written consent of the General Partner, to a member of the transferor's immediate family, to inter vivos or testamentary trusts created or held for the benefit of the transferor's immediate family or to charitable, religious, scientific or educational organizations which are duly qualified as such under Section 501(c)(3) of the Code.

b. Except as provided in (a) above, no Limited Partner shall sell, assign or otherwise transfer any or all of his interest in the Partnership without: (i) obtaining the written consent of the General Partner, and (ii) giving notice to the Limited Partners of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Limited Partner desiring to make a sale, assignment or other transfer (the "Offering Partner") shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the Limited Partners shall have the option to accept the Offer by giving notice thereof to the Offering Partner. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one (1) Limited Partner desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in proportion to their respective existing interests in the Partnership, unless they agree otherwise. If the Limited Partners do not accept the offer as hereinabove provided, the General Partner may accept the Offer by giving the Offering Partner notice thereof within ten (10) days after expiration of the acceptance period granted to the Limited Partners. Any such purchase by the General Partner shall be closed within ninety (90) days after their acceptance of the Offer. If neither the Limited Partners nor the General Partner accept the Offer and close the purchase as provided above, then for ninety (90) days thereafter, the Offering Partner may sell, assign or otherwise transfer his interest in the Partnership to others at a sales price and upon other

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terms and conditions no less favorable to the Offering Partner than those set forth in the Offer. Copies of all notices required herein shall be sent to the General Partner.

c. Prior to consenting to any sale, assignment, or other transfer, the General Partner shall be assured that the vendee, assignee or other transferee is a financially responsible individual who understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others. The General Partner shall not consent to a sale, assignment, or other transfer of less than all of the interest of a Limited Partner, unless in the opinion of the General Partner, the Limited Partner's interest in the Partnership is large enough to be practically divided. The General Partner shall not consent to a sale, assignment, or other transfer unless, in the opinion of counsel acceptable to the General Partner, registration is not required under applicable Federal and State securities laws. The General Partner may, in his sole and absolute discretion, refuse to give his written consent to any sale, assignment or transfer for any reason.

7. The General Partner of the Partnership may transfer all or part of his interest in the Partnership and may appoint an additional or substitute General Partner but only with the prior consent of a majority in interest of the Limited Partners.

8. a. During 1980, each item of Partnership income, gain, credit, loss or deduction shall be allocated one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners on a pro-rata basis.

b. For Partnership fiscal years beginning January 1, 1981, each item of Partnership cash flow shall be first applied to complete wells already begun, and then allocated to the Partners in the following manner: ten percent (10%) to the General Partner and ninety percent (90%) to the Limited Partners on a pro-rata basis until such time as the Limited Partners have been allocated cash distributions from any source in the amount of one hundred twenty percent (120%) of their capital contributions, whereupon the General Partner shall have a fifty percent (50%) interest and the Limited Partners shall have a fifty percent (50%) interest in all allocations.

9. The General Partner may, in his sole discretion, distribute Partnership cash flow during 1980, if he determines it to be in the best interest of the Partnership. Beginning January, 1, 1987, distributions may be made at such time or times as the General Partner, may, in his sole discretion,

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determine; provided, however, that any amounts determined by the General Partner to be available for distribution shall be distributed at least annually within ninety (90) days after the close of the year of the Partnership. Except as provided above, no Partner shall be entitled to a return of his capital contribution or other distribution prior to dissolution of the Partnership.

Upon the dissolution and termination of the Partnership, the General Partner, or if there is none, a representative of the Limited Partners, shall liquidate the assets of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. First, to the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

b. Second, to the creation of any reserves which the General Partner or the representatives of the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the business and operation of the Partnership;

c. Third, to the payment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

d. Fourth, the balance, if any, shall be allocated and distributed to the Partners in accordance with the balances in their respective capital accounts.

10. The Partnership shall terminate on December 31, 2005 unless sooner terminated as hereinafter provided.

11. The Partnership shall be dissolved and terminated and its business wound up upon the occurrence of any one of the following events:

a. The death, incompetency, withdrawal, liquidation, dissolution or bankruptcy of the General Partner;

b. The expiration, sale or disposition or abandonment of all or substantially all of the Partnership's properties;

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c. The joint determination of the General Partner and a majority in interest of the Limited Partners that the Partnership should be dissolved;

d. Any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.

12. Notwithstanding the above listed events, the Partnership shall not be dissolved and terminated and its business shall be continued pursuant to the terms and conditions of the Partnership Agreement if, within ninety (90) days after the occurrence of any of the events referred to above, all the Limited Partners shall elect in writing to continue the business of the Partnership and, if necessary, shall designate one or more persons or entities to be substituted as General Partner(s), provided that such determination and designation(s), shall be approved, in writing, by the remaining General Partner(s), if any. In the event that the Limited Partners so elect to continue the business of the Partnership, the new General Partner(s) shall succeed to all of the powers, privileges and obligations of the former General Partner(s) hereunder, and the interest in the Partnership of the former General Partner(s) shall become a Limited Partner's interest hereunder.

13. The Partnership elects to be bound by the Act before July 1, 1985. This Certificate shall govern to the extent it is inconsistent with the prior Agreement and Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties have hereto set their signatures and seals as of the day and year first above written.

GENERAL PARTNER:

Arthur P. D'Aoust

LIMITED PARTNERS:

By: _____
Arthur P. D'Aoust
attorney-in-fact for each
of the Limited Partners
listed on Exhibit "A"
attached hereto

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BOOK 24 PAGE 114 182 PAGE 97

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	TAX ID#	INITIAL	YTD	CUMULATIVE
ARTHUR P. D'AOUST GENERAL PARTNERSHIP PO BOX 220 CHURCHTON MD 20733	179-22-8916	0.00	0.00	0.00
OMAR R. BUCHWALTER AND DOROTHY M. BUCHWALTER 9 CADY LANE WAPPINGER FALLS NY 12590	167-14-4024	30,183.85	0.00	0.00
A. SLATER CLARKE 7316 WISCONSIN AVENUE BETHESDA MD. 20014	578-09-8042	22,750.00	0.00	0.00
RODNEY D. COE 1100 SALEM ST #59 LYNNFIELD MASS 01940	380-32-0627	45,500.00	0.00	0.00
RICHARD P. COFER 4116 ORLEAN PLACE ALEXANDRIA VA. 22304	267-70-8600	15,246.66	0.00	0.00
DAVID COHEN AND CARLA F. COHEN 1322 HOLLY ST. N.W. WASHINGTON D.C.	166-28-3480	22,750.00	0.00	0.00
CHARLES S. FAMA AND MARIE FAMA 306 ROOSEVELT COURT VIENNA VA. 22180	067-24-5189	23,007.20	0.00	0.00
EDWIN B. GROSS 9207 HAMILTON DRIVE FAIRFAX VA. 22031	090-22-4489	15,166.00	0.00	0.00
HKH ASSOCIATES 85 CHERRY BROOK DRIVE PRINCETON N J 08540	52-1150979	37,613.54	0.00	0.00
CLARENCE P. HALSTEAD AND ESTHER F. HALSTEAD 2608 18TH ST. SOUTH ARLINGTON VA. 22204	228-28-5708	30,513.64	0.00	0.00
KENWARD K. HARRIS 7500 EVANS FORD ROAD CLIFTON VA. 22024	401-40-2318	20,269.09	0.00	0.00
DR. ROBERT H. HARRIS AND STEPHANIE G. HARRIS 163 HOPEWELL-WERTSVILLE RD HOPEWELL NJ 08525	232-68-9503	16,196.09	0.00	0.00

LIMITED PARTNERS

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JOHN K. HARTNACK AND KAREN R. HARTNACK 300 BROWNCLIFF LEWISVILLE TEXAS 75067	156-48-0366	22,750.00	0.00	0.00
ROBERT P. HIGGINS AND GWENDOLYN A. HIGGINS 2821 OAKTON MANOR COURT OAKTON VA 22124	521-36-5001	23,186.53	0.00	0.00
ELIZABETH A. LACKEY 18801 RIVER ROAD SENECA MD 20837	217-44-6787	15,400.00	0.00	0.00
PATRICK W. LEE 9705 GEORGETOWN PIKE GREAT FALLS VA.	505-42-7111	15,259.31	0.00	0.00
MICHAEL G. LUBY AND ELIZABETH M. LUBY 6901 PINEWAY STREET HYATTSVILLE MD 20782	510-24-0513	15,320.57	0.00	0.00
RAYMOND MANNING AND LILLY K. MANNING 2401 JACKSON PARKWAY VIENNA VA. 22180	263-50-1036	15,731.90	0.00	0.00
WOODSON W. MOFFETT JR. AND WYNEMA B. MOFFETT ROUTE 1 BOX 76A TITUSVILLE N.J. 08560	426-18-2270	15,352.88	0.00	0.00
ROBERT R. MOYLAN JR. AND SARA W. MOYLAN 8472 HEATHERWOLD DRIVE LAUREL MD 20707	259-70-5708	15,287.54	0.00	0.00
WILMA NESLEY 4032 MOSS PLACE ALEXANDRIA VA. 22304	410-24-4939	45,637.78	0.00	0.00
BERYL A. RADIN 3738 ALBEMARLE ST. N.W. WASHINGTON D.C. 20016	504-36-9666	16,486.71	0.00	0.00
EDMOND F. ROVNER AND NAOMI S. ROVNER 6308 OWEN PLACE BETHESDA MD. 20034	065-22-6070	45,500.00	0.00	0.00
H. PAUL SCHLACKS 1124 FAIR OAKS OAK PARK ILLINOIS 60302	350-26-0797	46,014.31	0.00	0.00
LORE K. SCHNEIDER 6212 NORTH 31ST STREET ARLINGTON VA. 22207	415-42-7474	22,887.78	0.00	0.00

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CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

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Certificate of Amendment

05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO. DAY YEAR
10:06	7-11-85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL — CASH ☐ CHECK ☑ — APPROVED BY

(52)

oldie
make card

Mountain Gas + Oil Associates
Suite 300
11820 Parklawn Drive
Rockville, Md 20852

1985 JUL 11 A 10:06

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ILLIAM K. SCHMIDT 301 N COURTHOUSE RD RLINGTON VA 22201	156-34-4196	20,000.00	0.00	0.00
ILTON S. SOKOLL AND UDITH SOKOLL 705 MAC ARTHUR AVENUE IENNA VA. 22180	024-26-7452	23,120.75	0.00	0.00
GERALD SPARER AND MARJORIE A. CAHN 2514 OAKENSHIELD DR. ROCKVILLE MD. 20854	059-20-0896	15,200.00	0.00	0.00
JAMES L. SRODES AND CECILE Z. SRODES 1754 PARK ROAD N.W. WASHINGTON D.C. 20010	224-58-7188	15,200.00	0.00	0.00
MARTHA H. STOUFFER 10131 GLEN ROAD POTOMAC MD. 20854	218-20-0433	46,066.34	0.00	0.00
JOSEPH E. TURCO AND JANICE G. TURCO 12419 SHAWMONT LANE BOWIE MD. 20715	577-40-1021	22,899.60	0.00	0.00
CHARLES A. WEIDENFELLER AND ELEANOR U. WEIDENFELLER 6 JAMES SPRING COURT ROCKVILLE MD. 20850	099-32-3932	17,575.66	0.00	0.00
BAYLA F. WHITE 1023 INDEPENDENCE AVE. S.E. WASHINGTON D.C. 20003	452-64-2606	22,273.81	0.00	0.00
JOHN YOUNG 3400 IRVINE AVENUE #204 NEWPORT BEACH CA 92660	565-46-0320	45,500.00	0.00	0.00

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BOOK 24 PAGE 118

CERTIFICATE OF AMENDMENT
OF
MOUNTAINEER GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:06 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

9

RECORDED IN LIBER 2734, FOLIO 001757 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1968990

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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182 PAGE 101

BOOK 24 PAGE 118

CERTIFICATE OF AMENDMENT
OF
MOUNTAINEER GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:06 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

9

RECORDED IN LIBER 2734, FOLIO 001757 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1963990

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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BOOK 24 PAGE 119

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CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CROFTON HOUSE LIMITED PARTNERSHIP

The undersigned, ARTHUR A. BIRNEY, being a General Partner of Crofton House Limited Partnership (the "Partnership"), and desiring to amend and restate the Certificate of Limited Partnership of Crofton House previously filed with the Department of Assessments and Taxation on December 12, 1984 (the "Certificate"), in accordance with Section 10-202 of the Maryland Revised Uniform Limited Partnership Act, does hereby certify that the Certificate is amended to read as follows:

I. The name of the Partnership is CROFTON HOUSE LIMITED PARTNERSHIP.

II. The purpose of the Partnership shall be the (i) ownership of that certain tract of land in Anne Arundel County, Maryland (the "Land"), more particularly described on the annexed Exhibit A, which Exhibit is incorporated herein by reference, (ii) developing, constructing, and operating improvements thereon (the "Project"), as an investment and for income producing purposes, and (iii) carrying on all activities related thereto.

III. The principal place of business of the Partnership shall be at the Land. The Partnership shall also have an office in care of Ernest J. Litty, Jr., 1021 Dorsey Road, Glen Burnie, Maryland 21061. The name and address of the resident agent of the Partnership is Ernest J. Litty, Jr., 186 Tam Glade, Severna Park, Maryland 21108.

IV. The names and addresses of the General Partners are:

ERNEST J. LITTY, JR., 186 Tam Glade, Severna Park, Maryland 21108 ("Litty"), and ARTHUR A. BIRNEY, 888 17th Street, N.W., Suite 1000, Washington, D.C. 20006 ("Birney").

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The names and addresses of the Limited Partners are:

WASHINGTON BRICK & TERRA COTTA COMPANY, a Virginia limited partnership, 888 17th Street, N.W., Washington, D.C. 20006 ("WBTC"), MICHAEL A. PACE, 1523 Eton Way, Crofton, Maryland 21114 ("Pace"), J. ROBERT GRUVER, JR., 1651 Colonial Oak Court, Huntingtown, Maryland 20639 ("Gruver") and MARK B. WEBER, 1856 Cherry Road, Annapolis, Maryland 21401 ("Weber").

Litty is the "Managing Partner." The "Class A Limited Partner" is WBTC. The "Class B Limited Partners" are Pace, Gruver, and Weber.

V. The amount of cash and a description of any other property or services (other than past services), including the agreed value thereof, contributed by each Partner is shown on the annexed Exhibit B, which Exhibit is incorporated herein by reference.

VI. 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 are as follows:

The Class B Limited Partners shall as a group contribute as the Partnership's additional capital (the "Additional Capital") $6,325.00. Such Additional Capital shall be contributed by each of the Class B Limited Partners as follows:

Pace --	$2,750.00
Gruver -	$2,200.00
Weber --	$1,375.00
	$6,325.00

Within the discretion of the Managing Partner, such Additional Capital shall be contributed either upon the formation of the Partnership or at such later time as the

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Managing Partner shall determine, as described immediately below.

In the event that the Managing Partner shall determine that additional funds (the "Additional Funds") are required for the development of the Project up to the point that construction/permanent financing is obtained -- including but not limited to engineering fees, legal fees, accounting fees, permitting fees, advertising and promotion costs, pre-leasing expenses, and costs associated with obtaining market studies, traffic studies, adequate facility studies -- the Managing Partner shall call upon all the Partners to contribute such Additional Funds in proportion to their Partnership interests; provided that neither the General Partners nor the Class A Limited Partner shall be obligated to contribute any portion of the Additional Funds until the Class B Limited Partners shall have contributed all the Partnership's Additional Capital as specified above and in Section 8.D of the Partnership Agreement. Such Additional Funds may be conveyed either as capital or a loan to the Partnership in the sole discretion of the General Partners.

VII. The power of a Limited Partner to grant the right to become a Limited Partner to an assignee of any part of his Partnership interest and the terms and conditions of such power are as follows:

A. As used herein, "transfer" means and includes one or more or all of the following: give, devise, bequeath, distribute, sell, assign, convey, transfer, pledge, mortgage or otherwise dispose of, in trust or otherwise. A Partner may not transfer any portion of his Partnership interest except in accordance with the provisions of the Partnership Agreement.

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B. If any Partner (the "Selling Partner") receives a bona fide written offer from a prospective purchaser (an "Offer") for any or all of his Partnership interest (the "Offer Interest"), before accepting the Offer, the Selling Partner shall transmit to the Partnership a notice of the Offer and thereby offer the Offer Interest in writing to the Partnership at the price and upon the terms set forth in the Offer.

C. Within twenty (20) days after receiving the notice required by the Agreement, the Partnership must notify the Selling Partner whether it desires to purchase any of the Offer Interest and the percentage of the Offer Interest it desires to purchase. If the Partnership desires to purchase a portion of the Offer Interest, the Partnership shall transmit to the Selling Partner a notice fixing a closing date not more than twenty-five (25) days after the expiration of the aforesaid twenty (20) day period. Notwithstanding the foregoing, if the Selling Partner has received an Offer that is conditioned on the purchase by the offeror of all or a specified minimum percentage of the Offer Interest, then to exercise its option the Partnership must purchase either: (1) all of the Offer Interest; or (2) at least the percentage of the Offer Interest specified in the Offer, as the case may be.

D. If the Partnership does not exercise its option within this twenty (20) day period, the other Partners (the "Non-Selling Partners") shall have the option to purchase the Offer Interest from the Selling Partner at the price and upon the terms set forth in the Offer. Each Non-Selling Partner may purchase a portion of the Offer Interest equal to the proportion that the Partnership interest owned by the Non-Selling Partner bears to the total

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Partnership interests owned by all the Non-Selling Partners. Each Non-Selling Partner's option shall be exercisable at any time within a period of thirty (30) days from the expiration of the option of the Partnership provided for above. If any of the Non-Selling Partners does not exercise his option with thirty (30) days after the expiration of the Partnership's option, then the remaining Non-Selling Partners shall have the option to purchase the remaining Offer Interest at the price and upon the terms set forth in the Offer for a period of forty-five (45) days after the expiration of the Partnership's option. Each remaining Non-Selling Partner may purchase a portion of the remaining Offer Interest equal to the proportion that the Partnership interest owned by the remaining Non-Selling Partner bears to the total Partnership interests owned by all of the remaining Non-Selling Partners.

E. If the Partnership does not exercise its option within the twenty (20) day period, and the Non-Selling Partners do not exercise their option within the ensuing forty-five (45) day period, the Selling Partner may, for a period of thirty (30) days after the expiration of the option of the Non-Selling Partners, sell the Offer Interest to the person or entity specified in the notice, provided, however: (1) that only the Offer Interest may be sold; (2) the sale must be on the terms and conditions set forth in the Selling Partner's notice to the Partnership; and (3) the purchaser must, prior to the purchase, execute such documents as the Partnership may reasonably require to evidence that the Offer Interest remains subject to this Agreement in the same manner and to the same extent as it had been in the hands of the Selling Partner. If the Selling Partner does not sell his Offer Interest within the

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thirty-day period, the restrictions herein shall again apply to his Partnership interest.

F. Notwithstanding any other provisions of the Partnership Agreement, except as set forth below, a Partner shall have the right to transfer all or any portion of his Partnership interest to his spouse, parent(s), descendant(s) or any trust or other entity for the benefit of his spouse, parent(s), or descendant(s) (hereinafter called a "family transferee"). In the event of such a transfer, the transferor Partner must and shall retain all voting rights with respect to the entire Partnership interest, including that portion thereof transferred to the family transferee.

G. Notwithstanding any other provision of the Partnership Agreement, no Partner shall have the right to transfer all or part of his Partnership interest or cause a security interest to be created in his Partnership interest unless such Partner obtains a legal opinion satisfactory in form to the Partnership that such transfer or creation of a security interest will not:

1. cause the Partnership to terminate for federal income tax purposes, or

2. require registration, under any federal or state securities laws, of the Partnership interest of the Partner so transferring or creating a security interest in his Partnership interest.

H. Except as provided in the Partnership Agreement, no Partner shall transfer all or any portion of his Partnership interest.

I. Subject to compliance with the foregoing provisions, an assignee of a Limited Partner or the personal representative, guardian or other successor in interest of a

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deceased or legally incompetent Limited Partner may become substituted for an original Limited Partner of the Partnership.

VIII. The provisions of the Partnership Agreement dealing with withdrawal, death, dissolution, insanity, incompetency or bankruptcy of both General and Limited Partners are as follows:

The withdrawal of any Partner from the Partnership shall not terminate the Partnership nor relieve or release the withdrawing Partner from any liability he may have under the Partnership Agreement or under applicable law. The withdrawal of a Partner shall not operate to transfer his Partnership interest, it being understood and agreed that during the lifetime of a Partner his Partnership interest shall be transferable only in accordance with the provisions of the Partnership Agreement.

The death, dissolution, or adjudication of insanity or incompetency of a Limited Partner shall not dissolve the Partnership. In such event, the executors or administrators of the estate of the deceased Limited Partner, or the committee or other legal representatives of the estate of the insane or incompetent Limited Partner, or the successors in interest of the dissolved Partner, shall, for the purpose of settling the estate, have all the rights of a Limited Partner, including the rights (subject to the same limitations) that the deceased, dissolved, insane or incompetent Limited Partner would have had to assign his Partnership interest (including the right to receive a share of Partnership profits and a return of the capital account) of the deceased, insane, dissolved or incompetent Limited Partner and to provide in the instrument of assignment that the assignee may become a substituted Limited Partner in accordance with the procedures specified herein.

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In the event of the death or adjudication of insanity or incompetency of Birney, the Class A Limited Partner shall have the right to name a successor General Partner. An amendment identifying the new General Partner shall be filed with the State of Maryland and the Circuit Court of Anne Arundel County. In the event of Litty's death without a will, Litty's death with a will, or the adjudication of Litty's insanity or incompetency, Litty's heirs in accordance with Maryland law, Litty's legatees or trustees as the case may be, or Litty's legal representatives, respectively, shall succeed to all Litty's right, title and interest in Litty's interest in the Partnership except that such heirs, legatees, trustees or representatives, as the case may be, shall have no right to participate in the management of the Partnership.

If any General or Limited Partner shall take advantage of any bankruptcy or insolvency act, or if a bankruptcy or insolvency petition shall be filed against any General or Limited Partner and a final adjudication of bankruptcy or insolvency entered thereon, or if a General or Limited Partner shall make an assignment for the benefit of his creditors, the remaining Partners, in proportion to their Partnership interests, shall have the option (exercisable by giving notice thereof to such bankrupt or insolvent Partner or to his assignee, trustee in bankruptcy, receiver or other legal representative) to purchase all (but not less than all) of such Partner's Partnership interest (and assets distributable to such Partner on dissolution of the Partnership), within ninety (90) days after receipt of notice of such taking advantage of, adjudication or assignment, as the case may be (the "Bankruptcy Notice"), at a price equal to the fair market value of such interest in the

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Partnership at such time; provided, however, that in the event of the bankruptcy or insolvency of Birney (or his successor) the aforesaid purchase option shall be subject and subordinate to the right hereby granted to WBTC to appoint a substitute General Partner within fifteen (15) days of the Bankruptcy Notice.

Such value, if not agreed upon between the purchasing Partners and the bankrupt or insolvent Partner (or his assignee, trustee in bankruptcy, receiver or other legal representative) shall be determined by appraisal of such Partnership interest, for purposes of a cash sale subject to existing encumbrances and liabilities. The purchasing Partners shall appoint one appraiser, and the selling Partner (or his representative) another appraiser, and if the two appraisers agree upon the value of such interest, they shall jointly render a single written report of their opinion thereon. If the two appraisers cannot agree upon such value, they shall each render a separate written report and shall together appoint a third appraiser, who shall appraise such property and shall render a written report of his opinion thereon. The agreed value or the value contained in the aforesaid joint written report or written report of the third appraiser, as the case may be shall be used to determine the purchase price of the interest of the selling Partner (as if the property were sold on the basis of such value and the captial proceeds therefrom and other liquid assets of the Partnership were distributed among the Partners in accordance with the provisions of the Partnership Agreement); provided, however, that if the value of the interest contained in the appraisal report of the third appraiser is more than the higher of the first two appraisals, the higher of the first two appraisals

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shall govern; and provided, further, that if the value of the interest contained in the appraisal report of the third appraiser is less than the lower of the first two appraisals, the lower of the first two appraisals shall govern. All appraisers appointed shall be M.A.I. or otherwise qualified by experience and ability to appraise the property of the Partnership; and the fees and other costs of each of the first two appraisers shall be borne by the group which appointed such appraiser, with the fees and costs of the third appraiser being shared equally by both such groups.

If such option is exercised, settlement shall be held within thirty (30) days from the date of such exercise. The terms of payment shall be twenty-five percent (25%) cash and the balance represented by an unsecured note of the purchaser, bearing six percent (6%) interest and payable in five (5) equal annual installments of principal plus interest, unless otherwise agreed upon by the respective parties.

IX. The rights of Partners to receive distributions of property including cash from the Partnership are as follows:

A. All profits other than those from the sale, exchange or other disposition of all or substantially all the assets of the Partnership, credits (other than investment tax credits) and losses of the Partnership shall be allocated among the Partners, at the end of each fiscal year of the Partnership, in proportion to their respective Partnership interest.

B. (1) Any investment tax credits of the Partnership shall be allocated among the Partners in the ratio that profits are allocated, as set forth above, at the

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time the property to which such credit relates is placed in service within the meaning of the Internal Revenue Code of 1954 (the "Code").

(2) The Partners recognize that part of the gain recognized on the sale, exchange, or other disposition of any of the Partnership assets may be treated for federal income tax purposes (as a result of the application of Sections 1245 of 1250 of the Code) as a gain from the sale, exchange, or other disposition of an asset that is neither a capital asset nor property described in Section 1231 of the Code ("Depreciation Recapture"). It is the Partners' understanding and agreement that, to the extent possible without increasing the total gain on such disposition allocated to a Partner in a particular taxable year pursuant to the foregoing, Depreciation Recapture will be allocated among the Partners in proportion to the depreciation deductions with respect to Section 1245 property and the "additional depreciation" deductions (as defined in Section 1250(b)(1) of the Code) with respect to Section 1250 property previously allocated to the Partners pursuant to the above.

(3) The Partners recognize that part of the gain recognized on the sale, exchange, or other disposition of certain of the Partnership assets may (as a result of the application of Section 47 of the Code) result in an increase in the Partnership's profits on account of the recapture of investment tax credits previously taken by the Partnership ("Investment Tax Credit Recapture"). Any such Investment Tax Credit Recapture shall be allocated among the Partners in proportion to the investment tax credits previously allocated to the Partners with respect to the asset, the disposition of which generated the Investment Tax Credit Recapture.

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C. Notwithstanding the foregoing, gain from the sale, exchange or other disposition of all or substantially all the assets of the Partnership shall be allocated among the Partners as follows:

(1) First, if net cumulative losses of the Partnership shall have exceeded net cumulative income of the Partnership from all sources other than the sale of all or substantially all the assets of the Partnership, there shall be allocated to each Partner an amount equal to such excess multiplied by a percentage equal to such Partner's Partnership interest;

(2) Second, there shall be allocated to WBTC an amount equal to the excess of $265,000 over the tax basis of WBTC in the Land as of the date of the Partnership Agreement:

(3) Third, there shall be allocated among Litty, Birney and WBTC in proportion to their respective Partnership interests $265,000;

(4) All remaining gain shall be allocated among all the Partners in proportion to their Partnership Interests.

D. (1) The "Cash Flow" of the Partnership is defined as follows:

(a) The sum of:

(i) The taxable income for federal income tax purposes as shown on the books of the Partnership, increased by

(a.a.) The amount of depreciation deductions taken in computing such taxable income, and by

(b.b.) Any non-taxable income received by the Partnership;

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(ii) The nontaxable portion of the net proceeds received from the sale or other disposition of any part of the property owned by the Partnership; plus

(iii) Any excess funds resulting from the placement or refinancing of any mortgages on the Partnership property or the encumbrancing of any such property in any other manner;

(b) Reduced by:

(i) payments upon the principal of any mortgages, deeds of trust upon Partnership assets, or other Partnership loans including loans made by Partners; and by

(ii) Such reserves for replacements, repairs or to meet anticipated expenses, as the Managing Partner shall determine from time to time.

(2) Distributions of Cash Flow shall be made to the Partners in proportion to their respective Partnership interests quarterly or when otherwise determined by the consent of both of the General Partners.

X. A Limited Partner has no right to receive distributions from a General Partner which includes a return of all or any part of the Limited Partner's contribution except at the time of termination of the Partnership at which the following provisions would prevail:

A. Upon dissolution of the Partnership, the Partnership shall not terminate but shall continue until the winding up of Partnership affairs and the distribution of Partnership property and assets is completed as provided below. Upon the termination of the Partnership, its affairs shall be liquidated as follows:

(1) A full accounting shall be made, and the respective capital accounts of the Partners shall be adjusted in accordance with accounting principles.

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(2) In accounting for distributions of Partnership property, such property shall be valued at its then fair market value, except that no value shall be placed upon the firm name or goodwill of the Partnership. Any difference between the valuation of the Partnership property and its book value shall be considered as though it represented profit and loss and shall be allocated to the capital accounts of the Partners. Any gain or loss on the sale of all or substantially all of the assets of the Partnership shall be credited or charged to the Partners as provided in Section IX above.

B. All the debts and liabilities of the Partnership including those to any Partner on account of a loan to the Partnership shall either be discharged or reserves therefor shall be established.

C. The remaining assets of the Partnership shall be distributed among the Partners in accordance with their capital accounts.

XI. The time at which or the events upon the happening of which the Partnership is to be dissolved and its affairs wound up are as follows:

If the building permits for the development of the first phase of the Project are not obtained or reasonably assured within forty (40) months of the date of the Partnership Agreement (November 19, 1984), the Partnership shall dissolve unless those Partners owning sixty-five percent (65%) of the Partnership interests elect to allow the Partnership to continue. In the event of such dissolution, none of the Partners shall have any further obligation to any of the other Partners.

If, within ninety (90) days of request therefor by Litty, and provided that at the time of such request

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the issuance of such necessary building permit or permits has been accomplished or is reasonably assured, WBTC wrongfully fails or refuses to convey the portion of the Land required for the first, or any subsequent, phase of the Project, Litty may, at his option, either pursue his remedies at law or seek specific performance requiring WBTC to convey the Land to the Partnership, and WBTC has agreed that in the event of such wrongful failure or refusal to convey the Land it shall not object to specific performance as an appropriate remedy.

In addition, the Partnership shall be wound up and terminated with reasonable dispatch upon the earlier occurrence of the following: (1) after the sale of all or substantially all of the assets of the Partnership unless the Partnership takes back purchase money financing in connection with the sale or unless the sale qualifies under Sections 1031 or 1033 of the Code or any successor statute thereto; or (2) by vote of the Partners holding in the aggregate more than fifty percent (50%) of the Partnership interests.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature and seal effective as of this 27th day of June, 1985.

Arthur A. Birney
ARTHUR A. BIRNEY

SUBSCRIBED AND SWORN before me this 27th day of June, 1985.

Elizabeth M. White
Notary Public

My Commission Expires: 1-31-86

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EXHIBIT A

CROFTON HOUSE

LIMITED PARTNERSHIP AGREEMENT

Property Description:

BEGINNING for the same at point No. 4 on the West side of Duke of Kent sixty (60) feet wide, on the plat of Northern Apartment Area, Crofton recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 33 at page 11, said point of beginning being also point No. 2 on the West side of Duke of Kent, sixty (60) feet wide, on the plat of Crofton, Section 2, Plat 8 recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at page 3, said point of beginning being located on and distant 1868.08 feet from the end of the nineteenth or North 79 degree 42 minute 10 second West 2268.32 foot line of the first parcel of that land which by Deed dated June 20, 1963 and recorded among the Land Records of Anne Arundel County, Maryland in Liber LNP 1666 at folio 417 was granted and conveyed by Excelsior Investment Co. to Crawford Home Builders, Inc. of Washington (now Crofton Corporation) and running thence with and binding on part of said nineteenth line of the above mentioned conveyance, (1) North 79 degrees 42 minutes 18 seconds West 918.08 feet; thence leaving said line for a new line of division as now established, (2) North 10 degrees 24 minutes 20 seconds East 1179.75 feet to the sound side of Davidsonville Road (Md. Route 424) fifty (50) feet wide said point also being South 58 degrees 37 minutes 09 seconds East 272.17 feet from the Beginning of the twenty-sixth line of that parcel of land described in the deed mentioned above; thence running with and binding on the South side of said Davidsonville Road, (3) South 58 degrees 37 minutes 09 seconds East 1097.10 feet to point number 5A of the plat secondly mentioned above; thence leaving said Davidsonville Road and following the outline of said last mentioned plat and the West side of the Duke of Kent, sixty (60) feet wide, the following four (4) courses and distances, viz: (4) South 31 degrees 22 minutes 51 seconds West 15.00 feet to the point of curvature of the fillet, (5) 39.25 feet along the arc of a curve to the right having a radius of 25.00 feet and a chord bearing South 13 degrees 38 minutes 49 seconds East 35.34 feet, (6) South 31 degrees 19 minutes 30 seconds West 169.94 feet, as now corrected by survey, (7) 590.02 feet along the arc of a curve to the left having a radius of 1088.00 feet and a chord bearing South 15 degrees 47 minutes 22 seconds West 582.81 feet to the place of beginning, containing 21.622 acres of land, more or less, as established by C. D. Messick Jr. & Associates, Inc.

SUBJECT TO, HOWEVER, a fifteen (15) foot widening reservation for the State Road Commission of Maryland along the third line of the parcel described hereinabove, and to a 15-foot easement for ingress and egress running along the second line of the parcel described hereinabove for a distance of 188 feet from the South side of Davidsonville Road (Maryland Route 424) as described in a Deed dated December 18, 1973 and recorded among the aforesaid Land Records in Liber WGL 2649, folio 94.

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EXHIBIT B

TO

CROFTON HOUSE CERTIFICATE
OF LIMITED PARTNERSHIP

Name and Address	Capital Contribution	% of Partnership Interest
GENERAL PARTNERS		
Ernest J. Litty, Jr. 1021 Dorsey Road Glen Burnie, MD 21061	$385.00 cash	38.5%
Arthur A. Birney 888 17th St. N.W. Washington, D.C. 22406	$ 5.00 cash	.5%
LIMITED PARTNERS		
Class A		
Washington Brick & Terra Cotta Company	$495.50	49.5%
Class B		
Michael A. Pace 1523 Eton Way Crofton, MD 21114	$ 50.00	5%
J. Robert Gruver, Jr. 1651 Colonial Oak Court Huntingtown, MD 20639	$ 40.00	4%
Mark B. Weber 1856 Cherry Road Annapolis, MD 21401	$ 25.00	2.5%

ADDITIONAL

1. Subject to the terms and conditions of the Partnership Agreement, WBTC is obligated to convey the land (value - $265,000.00) at such time as a building permit is obtained.

2. The Class B Limited Partners are additionally obligated to contribute the following:

Michael A. Pace - $2,750.00

J. Robert Gruver - $2,200.00

Mark B. Weber - $1,375.00

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BOOK 24 PAGE 136

CHANGE OF	
NAME	
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	✓

Certificate of Amendment

20 ~~05~~ L.B.

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 2:34 MO. DAY YEAR 7/1/85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY A

(52)

~~Obtain~~ do not ~~make card~~

Dow, Lohnes & Albertson
1255 Twenty-Third Street
Washington, D.C. 20037

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BOOK 24 PAGE 137

CERTIFICATE OF AMENDMENT
OF
CROFTON HOUSE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 01, 1985 AT 02:34 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

18

RECORDED IN LIBER 2734, FOLIO 001382 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1963792

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adams

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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SECOND AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

This SECOND AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP OF CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP (the "Certificate") is made as of the 30th day of June, 1985, by and among the undersigned.

WITNESSETH:

WHEREAS, Crofton Convalescent Associates Limited Partnership (the "Partnership") was formed as a limited partnership under the laws of the State of Maryland pursuant to a Limited Partnership Agreement dated July 11, 1978; and

WHEREAS, the Limited Partnership Agreement was amended, and essentially restated, by an agreement dated January 7, 1979, was amended by a First Amendment to Amended Limited Partnership Agreement dated January 20, 1983, as amended and restated by an Amended and Restated Agreement of Limited Partnership dated August 1, 1983, and was further amended and restated by a Second Amended and Restated Agreement of Limited Partnership dated June 30, 1985; and

WHEREAS, the Amended and Restated Agreement of Limited Partnership was recorded in the Clerk's Office of the Circuit Court for Anne Arundel County, Maryland on August 4, 1983, in Liber EAC, No. 17, Folio 687 (the "Amended and Restated Agreement"); and

WHEREAS, the parties desire to amend and restate the Amended and Restated Agreement to (a) reflect the amendments that were incorporated by the Second Amended and Restated Agreement of Limited Partnership, and (b) comply with the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, the parties hereto, desiring to amend and restate the Amended and Restated Agreement in accordance with the Revised Uniform Limited Partnership Act of the State of Maryland, do hereby acknowledge and certify as follows:

1. The name and address of the resident agent shall be: Martin B. Lessans, 9 Waybridge Court, Severna Park, Maryland 21146.

2. The attached Second Amended and Restated Agreement of Limited Partnership, including all exhibits and amendments thereto, is hereby incorporated herein by reference.

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JAN 31 AM 10:55
E. AUBREY COLLISON
CLERK

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3. The Amended and Restated Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the General Partners and the Limited Partners acknowledge that this Certificate is their act, and further acknowledge under penalty of perjury, to the best of their knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that they have executed this Certificate as of the day and year first above written.

[Each partner has hereunto affixed his signature and seal by means of a separate Certificate and Signature Page duly executed by such partner and annexed to the original copy of this Amended and Restated Certificate of Limited Partnership of Crofton Convalescent Associates Limited Partnership.]

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GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

The undersigned hereby joins in and executes in his capacity as a General Partner the Amended and Restated Certificate of Limited Partnership (the "Certificate") of CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), a copy of which has been furnished to the undersigned. The undersigned, in his capacity as a General Partner, agrees to all of the terms and provisions contained in the Certificate. The execution of this General Partner Signature Page by the undersigned shall constitute the execution of the Certificate by the undersigned as a General Partner in the Partnership. The undersigned authorizes this General Partner Signature Page to be attached to, and filed with, the Certificate.

IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

Max C Frank (SEAL)
MAX C. FRANK

June 26, 1985

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GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

The undersigned hereby joins in and executes in his capacity as a General Partner the Amended and Restated Certificate of Limited Partnership (the "Certificate") of CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), a copy of which has been furnished to the undersigned. The undersigned, in his capacity as a General Partner, agrees to all of the terms and provisions contained in the Certificate. The execution of this General Partner Signature Page by the undersigned shall constitute the execution of the Certificate by the undersigned as a General Partner in the Partnership. The undersigned authorizes this General Partner Signature Page to be attached to, and filed with, the Certificate.

IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

MARTIN B. LESSANS (SEAL)

June 26, 1985

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

Celeste T. Phelps (SEAL)
CELESTE T. PHELPS

June 27, 1985

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AVAILABLE

GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Caroline Sellers

MARTIN MARCARZ (SEAL)

June 27, 1985

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

Paul S. Rhodes (SEAL)
PAUL S. RHODES

June 28, 1985

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GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

Robert Rosenberg (SEAL)
ROBERT ROSENBERG

June 30, 1985

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BEST COPY
AVAILABLE

GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

Paul M. Rosoff (SEAL)
PAUL MARTIN ROSOFF

June 26, 1985

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BEST COPY
AVAILABLE

GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

Wilma L. Stone (SEAL)
WILMA L. STONE

June 27, 1985

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GENERAL PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this General Partner Signature Page under seal as of the date below written.

WITNESS:

Barbara A. Klein

OGUZ Y. TURGUT (SEAL)

June 27, 1985

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LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

The undersigned hereby join in and execute in their capacity as a Limited Partner the Amended and Restated Certificate of Limited Partnership (the "Certificate") of CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), a copy of which has been furnished to the undersigned. The undersigned, in their capacity as a Limited Partner, agree to all of the terms and provisions contained in the Certificate. The execution of this Limited Partner Signature Page by the undersigned shall constitute the execution of the Certificate by the undersigned as a Limited Partner in the Partnership. The undersigned authorizes this Limited Partner Signature Page to be attached to, and filed with, the Certificate.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate under seal as of the date below written.

WITNESS:

Barbara A. Klein

Barbara A. Klein

Max C Frank (SEAL)
MAX C. FRANK

Christine P. Frank (SEAL)
CHRISTINE P. FRANK

MAX C. FRANK AND
CHRISTINE P. FRANK, as
tenants by the entireties.

June 24, 1985

CLERKS NOTATION
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LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

The undersigned hereby join in and execute in their capacity as a Limited Partner the Amended and Restated Certificate of Limited Partnership (the "Certificate") of CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP, a Maryland limited partnership (the "Partnership"), a copy of which has been furnished to the undersigned. The undersigned, in their capacity as a Limited Partner, agree to all of the terms and provisions contained in the Certificate. The execution of this Limited Partner Signature Page by the undersigned shall constitute the execution of the Certificate by the undersigned as a Limited Partner in the Partnership. The undersigned authorizes this Limited Partner Signature Page to be attached to, and filed with, the Certificate.

IN WITNESS WHEREOF, the undersigned have duly executed this Certificate under seal as of the date below written.

WITNESS:

Barbara A. Klein — Martin B. Lessans (SEAL)
MARTIN B. LESSANS

Barbara A. Klein — Frances L. Lessans (SEAL)
FRANCES L. LESSANS

MARTIN B. LESSANS AND
FRANCES L. LESSANS, as
tenants by the entireties.

June 26, 1985

CLERKS NOTATION
BEST COPY
AVAILABLE

LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this Certificate under seal as of the date below written.

WITNESS:

Caroline Sellers

Caroline Sellers

(SEAL)
MARTIN ~~MARCARZ~~ MONCARZ

(SEAL)
ADALAINE S. ~~MARCARZ~~ MONCARZ

MARTIN ~~MARCARZ~~ MONCARZ AND ADALAINE S. ~~MARCARZ~~ MONCARZ, as tenants by the entireties.

June 27, 1985

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LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned have duly executed this Certificate under seal as of the date below written.

WITNESS:

Barbara A. Klein

Barbara A. Klein

James R. Phelps (SEAL)
JAMES R. PHELPS

Celeste T. Phelps (SEAL)
CELESTE T. PHELPS

JAMES R. PHELPS AND
CELESTE T. PHELPS, as
tenants by the entireties.

June 27, 1985

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LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this Certificate under seal as of the date below written.

WITNESS:

Barbara A. Klein

Robert Rosenberg (SEAL)
ROBERT ROSENBERG

June 30, 1985

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LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned has duly executed this Certificate under seal as of the date below written.

WITNESS:

Barbara A. Klein

Barbara A. Klein

Paul M. Rosoff (SEAL)
PAUL MARTIN ROSOFF

Janet S. Rosoff (SEAL)
JANET S. ROSOFF

PAUL MARTIN ROSOFF AND
JANET S. ROSOFF, as
tenants by the entireties.

June 26, 1985

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LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned have duly executed this Certificate under seal as of the date below written.

WITNESS:

Barbara A. Klein

Barbara A. Klein

Hubert W. Stone (SEAL)
HUBERT W. STONE

Wilma L. Stone (SEAL)
WILMA L. STONE

HUBERT W. STONE AND
WILMA L. STONE, as
tenants by the entireties.

June 27, 1985

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LIMITED PARTNER SIGNATURE PAGE

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

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IN WITNESS WHEREOF, the undersigned have duly executed this Certificate under seal as of the date below written.

WITNESS:

Barbara A. Klein

Barbara A. Klein

(SEAL)
OGUZ Y. TURGUT

(SEAL)
ULKER TURGUT

OGUZ Y. TURGUT AND
ULKER TURGUT, as
tenants by the entireties.

June 27, 1985

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CROFTON CONVALESCENT ASSOCIATES
LIMITED PARTNERSHIP

SECOND AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP

PRELIMINARY STATEMENT

CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP (the "Partnership") was formed as a limited partnership under the laws of the State of Maryland pursuant to a Limited Partnership Agreement dated July 11, 1978. The agreement forming the Partnership was amended, and essentially restated, by an agreement dated as of January 7, 1979, was further amended by a First Amendment to Amended Limited Partnership Agreement dated January 20, 1983, and was last amended by an Amended and Restated Agreement of Limited Partnership dated August 1, 1983. The present partners of the Partnership are Max C. Frank, Paul S. Rhodes, Martin Moncarz, Robert Rosenberg, Wilma L. Stone, Celeste T. Phelps, Martin B. Lessans, Paul Martin Rosoff, Oguz Y. Turgut, Wilma L. Stone and Hubert W. Stone as tenants by the entireties, Max C. Frank and Christine P. Frank as tenants by the entireties, Martin B. Lessans and Frances L. Lessans as tenants by the entireties, Martin Moncarz and Adalaine S. Moncarz as tenants by the entireties, Celeste T. Phelps and James R. Phelps as tenants by the entireties, Paul Martin Rosoff and Janet S. Rosoff as tenants by the entireties, and Oguz Y. Turgut and Ulker Turgut as tenants by the entireties.

The purposes of this Second Amended and Restated Agreement of Limited Partnership (the "Agreement") are to amend the Amended and Restated Agreement of Limited Partnership to comply with the Maryland Revised Uniform Limited Partnership Act, to set out more fully the Partnership interests and the rights, obligations and duties of the Partners, and to reflect certain agreements among them.

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The General Partners and the Limited Partners (each as hereinafter defined) hereby agree to continue the Partnership by amending and restating the Partnership Agreement in its entirety and by substituting therefor the following:

1. Formation and Name of Limited Partnership. The undersigned parties do hereby agree to continue the Partnership under the name Crofton Convalescent Associates Limited Partnership pursuant to the laws of the State of Maryland governing limited partnerships.

2. Principal Office of Partnership. The principal office and place of business of the Partnership shall be at 2131 Davidsonville Road, Crofton, Anne Arundel County, Maryland. The Partnership may have such other or additional offices as the General Partners shall deem advisable. 21114

3. Business of the Partnership. The business of the Partnership shall consist of the acquisition of real and/or personal properties and the ownership, development and operation thereof for the production of income and such other business as the General Partners may from time to time determine.

4. Term of Partnership. The term of the Partnership shall continue until December 31, 2020; provided, however, that the Partnership shall be dissolved and terminated prior to such date upon:

A. The sale of all the assets of the Partnership, including the disposition of any mortgage or leasehold interests in real property which may be acquired by the Partnership;

B. The decision of the General Partners to terminate the Partnership pursuant to the terms of this Agreement; or

C. The happening of any of the eventualities described elsewhere in this Agreement.

5. General and Limited Partners and Partnership Interests. The names, addresses, capital contributions and percentages of

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ownership interests of the General Partners and Limited Partners are set forth in Exhibit "A," attached hereto and made a part hereof. Unless the context otherwise clearly indicates, the terms "Partner" and "Partners" shall include the General Partners and Limited Partners, and the term "partnership interest" shall include both general and limited partnership interests. All references in this Agreement to Exhibit A are references to such Exhibit as amended and in effect from time to time.

6. Capital Contributions; Capital Accounts; Withdrawal of Capital; Loans.

A. The Partners agree that their capital contributions as shown on the financial statements of the Partnership for the year ending December 31, 1982 audited by Wolpoff & Company and shown on Exhibit A, correctly reflect their respective capital accounts as of such date.

B. No Partner shall have the right to withdraw any part of his, her or their capital contribution prior to dissolution of the Partnership.

C. In the event that at any time or from time to time funds (in excess of the aforesaid capital contributions and the proceeds of any loan or loans from the partners or from third parties) are required by the Partnership for or in respect of its business or any of its obligations, expenses, costs or expenditures, the General Partners shall use their best efforts, for and on behalf of the Partnership, to borrow such funds on an unsecured basis or, if necessary, a secured basis, with interest payable at then-prevailing rates, from commercial banks, savings and loan associations and/or other lending institutions or persons.

D. If a loan cannot be obtained on either basis, the Partners or any of them may loan the necessary funds to the Partnership on such terms and conditions as may be agreed upon by

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the lending Partner and a majority of the non-lending General Partners. If any Partner shall loan any monies to the Partnership, the amount of any such loan shall not be an increase of his, her or their capital contribution or entitle him, her or them to any increase in the share of the profits, losses or distributions of the Partnership but the amount of any such loan shall be an obligation of the Partnership to such Partner, and unless otherwise provided and agreed shall be repaid without interest.

E. For all purposes of this Agreement, the "capital account" of a Partner as of any date is hereby defined to mean the amount of cash contributed by such Partner to the capital of the Partnership pursuant to this Paragraph 6, properly adjusted to reflect (i) such Partner's distributive share of profits and losses (including, if such date is not the close of a Partnership accounting year, his or her distributive share of profits and losses of the Partnership for the period from the close of the last such Partnership accounting year to such date), and (ii) distributions by the Partnership to such Partner (including, if such date is not the close of a Partnership accounting year, distributions by the Partnership to him or her during the period from the close of the last such Partnership accounting year to such date).

F. No General Partner shall have any personal liability for the repayment of the capital contribution of any Partner.

7. Liability of Limited Partners.

No Limited Partner shall be personally liable for any liabilities, contracts or obligations of the Partnership. A Limited Partner's liability is limited to the amount of his, her or their capital contributions. After his, her or their capital contributions have been made, no Limited Partner shall be

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required to make any further capital contributions or lend any funds to the Partnership, subject to the provisions of the Maryland Revised Uniform Limited Partnership Act.

8. Profits and Losses.

A. The profits of the Partnership shall be shared, and the losses of the Partnership shall be borne by the Partners pro rata, in proportion to their respective percentages of partnership interest; provided, however, that no Limited Partner (in the capacity as a Limited Partner) shall be liable for losses of the Partnership in excess of the amount of his, her or their capital contributions.

B. For the purposes of Section 702 and 704 of the Internal Revenue Code of 1954, or the corresponding sections of any future Federal internal revenue law, or any similar tax law of any state or jurisdiction, the determination of each Partner's distributive share of any Partnership item of income, gain, loss, deduction, credit or allowance for any Partnership accounting year or other period shall be made in accordance with and in proportion to such Partner's percentage of partnership interest.

In the event of the transfer of all or any part of a Partnership interest (in accordance with the provisions of this Agreement) at any time other than the end of a Partnership accounting year, the distributive share of the aforesaid Partnership items (in respect of the partnership interest so transferred), as computed for income tax purposes, shall be allocated between the transferor and the transferee in the same ratio as the number of days in such Partnership accounting year before and after such transfer or in such other manner as may be provided for by law; provided, however, that the provisions of this sentence shall not be applicable to a gain or loss on the sale or other disposition of all or substantially all of the property of the Partnership or to other extraordinary non-recurring items.

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9. Filing of Certificate. The General Partners shall promptly cause an Amended and Restated Certificate of Limited Partnership (hereinafter sometimes referred to as the "Certificate") to be recorded among the appropriate records of the Maryland State Department of Assessments and Taxation. The General Partners shall cause the Certificate to be recorded and shall do all other acts and things requisite for the continued perfection of this Partnership as a limited partnership pursuant to the laws of the State of Maryland.

10. Legal Title to Partnership Property. Legal title to the Partnership property shall be held in the name of the Partnership.

11. Management of Partnership.

A. No Limited Partner shall have or exercise any rights in connection with the conduct and management of the Partnership business. Such conduct and management shall in every respect be the full and complete responsibility of the General Partners alone.

B. The business and affairs of the Partnership shall be managed solely by the General Partners who shall devote such amount of their time and service as they, in their absolute discretion, deem necessary. However, each of the Partners consents that any Partner may engage in and/or possess an interest in other business ventures of every nature and description, independently or with others, including but not limited to, the ownership, financing, leasing, operation, management and development of real property. The General Partners shall have responsibility for the day-to-day operation of the Partnership property and are hereby authorized, directed and empowered to do, or cause to be done, the following:

(1) to establish and maintain one or more bank accounts in the name of the Partnership, in a bank or banks

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chosen by them, and deposit in said accounts all the monies received by or on behalf of the Partnership and to make short term investments in United States government securities or in securities of institutions insured by the United States government;

(2) to pay all expenses and obligations of the Partnership, which shall be paid and discharged only by checks drawn on said accounts and signed by one or more of the General Partners;

(3) to collect, receive and deposit all sums due or to become due to the Partnership;

(4) to employ, as necessary, one or more accountants and attorneys for the Partnership and such other personnel as may be necessary to operate the Partnership business;

(5) to pay any and all taxes, charges and assessments that may be levied, assessed or imposed upon any of the property of the Partnership;

(6) to manage, repair, rebuild or reconstruct any building or property belonging to the Partnership;

(7) to demand, sue for, collect, recover and receive all goods, claims, debts, monies, interest and demands whatsoever now due or that may hereafter become due or belong to the Partnership, including the right to institute any action, suit, or legal proceedings for the recovery of any land, building, other property, or any part or parts thereof, to the possession of which the Partnership may be entitled, and to make, execute, and deliver receipts, releases and other discharges thereafter under seal or otherwise;

(8) to make, execute, endorse, accept, collect and deliver any and all bills of exchange, checks, drafts and notes of the Partnership;

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(9) to defend, settle, adjust, compound, submit to arbitration and compromise all actions, suits, accounts, reckonings, claims and demands whatsoever that now are or hereafter shall be pending between the Partnership and any person, firm, association or corporation, in such manner and in all respects as they shall deem fit;

(10) to apply for zoning, rezoning variances, permits for construction, other permits, licenses and the like;

(11) to acquire by purchase, lease or otherwise any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership;

(12) to construct, demolish, rebuild, repair, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease any or all real property and personal property necessary or convenient to the accomplishment of the purposes of the Partnership;

(13) to borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Partnership, and to secure the same by mortgage, pledge or other lien on the assets of the Partnership;

(14) to prepay in whole or in part, refinance, recast, increase, modify or extend any mortgages affecting the property of the Partnership and in connection therewith to execute any extensions, renewals or modifications of any such mortgages; and

(15) without in any way limiting the foregoing, generally to do, execute and perform any other act, deed, matter, or thing whatsoever to effectuate the business of the Partnership.

C. Notwithstanding the provisions of Paragraph 11B, it is understood and agreed that the prior approval of Partners

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owning, in the aggregate, sixty-six and two-thirds percent (66-2/3%) of the total partnership interests shall be required for:

(i) the sale or other disposition of all or substantially all of the partnership assets; or

(ii) the refinancing of the FHA insured deed of trust dated August 29, 1978 governing the property at which is located the principal office of the Partnership.

D. The General Partners shall strive for unanimity in decisions involving Partnership matters. When unanimity is not possible, however, the affirmative vote of General Partners constituting a majority of the General Partners' partnership interests shall prevail, except as otherwise specifically provided herein.

E. A Partner may be employed by the Partnership to render services to the Partnership. Any partner so employed shall be entitled to compensation for his or her services if the General Partners shall preapprove, or ratify the approval of, such services. The fact that a Partner, general or limited, or a member of any Partner's family is employed by, or is directly or indirectly interested in or connected with any person, firm or corporation employed by the Partnership to render or perform any service, or from whom or which the Partnership may buy merchandise or other property, shall not prohibit the General Partners from employing such person, firm or corporation or from otherwise dealing with him, her or it.

F. A meeting of the General Partners shall be held each calendar quarter at such place and at such reasonable hour as the General Partners shall agree upon; each General Partner shall be notified of the time and place of such meeting not later than fifteen (15) days prior thereto. The General Partners may schedule other meetings of the Partners as may be necessary, make

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presentations to the Partners, and disseminate information to the Partners at such intervals as they shall deem appropriate.

G. The Partnership shall, solely from Partnership assets, indemnify and save harmless the General Partners against any claims or liability incurred by them provided that the acts or omissions giving rise to such claims or liabilities were performed in good faith in the belief that they were acting within the scope of their authority under this Agreement.

12. General Partner's Expenses and Fees. The General Partners shall receive no salary or compensation solely for providing services as General Partners.

13. Books of Account, Records and Materials of the Partnership.

A. There shall be kept at the principal office of the Partnership (or at such other office as the General Partners may designate), perfect, just and true books of account, in which shall be entered fully and accurately each and every transaction of the Partnership. Each Partner shall have access thereto at all reasonable times. The books shall be kept on the cash receipts and disbursements method or an accrual method, and for such accounting year (calendar or fiscal) as the General Partners may determine. An examination of the Partnership books shall be made not less frequently than annually by such public accountants as the General Partners may select and each Partner shall be sent a copy of any report issued by the accountant or a summary thereof. Each Partner shall also have the right to a private audit of the books and records of the Partnership, provided such audit is made at the expense of the Partner desiring it and is made at reasonable times after due notice.

All other materials, records and work product of the Partnership shall be available for inspection by each of the Partners at the office of the Partnership where such materials,

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records and work product are kept, provided such inspections are made at reasonable times after due notice.

B. The General Partners shall use their best efforts to:

(1) have the Partnership accountants prepare all tax returns (Federal, state and local, if any) of the Partnership for such fiscal year, not later than March 1 of the immediately succeeding year, and

(2) not later than March 1 of each year, deliver for distribution to the Limited Partners the information necessary for the Limited Partners to prepare their Federal income tax returns.

14. Disbursements and Distributions. All of the Limited Partners and General Partners agree that the rents or other funds earned by the Partnership and any other Partnership funds available for distribution shall be disbursed and/or distributed as follows:

A. On behalf of the Partnership.

(i) In payment of real estate taxes and similar assessments and ground rents, if any;

(ii) In payment of the principal of, and interest on, any indebtedness of the Partnership (including without limitation, debts of the Partnership owing to the Partners or any of them) in accordance with the provisions thereof;

(iii) In payment of any other expenses incurred in operating and holding the Partnership's real and/or personal property;

(iv) In retention as reserves, funds, for replacement, maintenance or improvement as determined by the General Partners.

B. To the Partners.

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The remaining funds of the Partnership available for distribution among the Partners shall be allocated among and distributed to the Partners in proportion to their respective interests in the Partnership. Distributions of available funds shall be made to the Partners as determined by the General Partners.

15. Transferability of Limited Partner Interests.

A. Subject to any limiting provisions of applicable State and Federal statutes, rules and regulations, and upon receipt of a favorable opinion from counsel to the Partnership, which shall be obtained at the expense of the transferring Limited Partner, any Limited Partner may freely transfer, sell, alienate, assign or otherwise dispose of all or any part of his, her or their limited partnership interest in the Partnership. The transferee, assignee or purchaser of such limited partnership interest shall thereupon become a substitute Limited Partner with all the rights and obligations of an original Limited Partner hereunder.

In no event shall all or any part of a Limited Partner's interest in the Partnership be assigned or transferred to a minor (other than a member of his, her or their immediate family by reason of death) or incompetent, and any such attempted assignment shall be void and ineffectual and shall not bind the Partnership.

B. Unless a limited partnership interest has been sold, transferred, alienated, assigned or otherwise disposed of pursuant to the provisions of the first two sentences of Paragraph 15(A), no Limited Partner shall have the right to substitute an assignee as a Limited Partner in his, her or their place. The General Partners, however, shall have the right to permit such assignee to become a substitute Limited Partner and any such permission by the General Partners shall be binding and

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conclusive without the consent or approval of any Limited Partner. Any such substitute Limited Partner shall, as a condition of receiving any interest in the Partnership property, agree to be bound by the provisions of this Agreement.

C. Upon the admission of a substitute Limited Partner, Exhibit "A" hereto shall be amended to reflect the name and address of such substitute Limited Partner, and an amendment to the Certificate reflecting such admission shall be filed as required by the Maryland Revised Uniform Limited Partnership Act. Each substitute Limited Partner shall execute such instrument or instruments as shall be required by the General Partners to signify his agreement to be bound by all the provisions of this Agreement.

The General Partners, and each of them, are hereby constituted as attorneys-in-fact of all Limited Partners to execute, acknowledge and deliver such instruments as may be necessary or appropriate to carry out the provisions of this Paragraph 15, including amendments to Exhibit "A," amendments to the Certificate, business certificates and the like.

D. In the event of the death or incapacity of a Limited Partner, his or her entire limited partnership interest shall pass in the manner that any other interest in personal property may pass under such laws as may then control. The death or incapacity of a Limited Partner shall not dissolve the Partnership.

E. An assignee of a Limited Partner who does not become a substitute Limited Partner as provided aforesaid shall have the right to receive the same share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled if no such assignment had been made by such Limited Partner.

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F. Any Limited Partner who shall assign all his or her interest in the Partnership shall cease to be a Limited Partner of the Partnership, and shall no longer have any rights or privileges of a Limited Partner except that, unless and until the assignee of such Limited Partner becomes a substitute Limited Partner, the assignor Limited Partner shall retain all the statutory rights and be subject to all the statutory obligations of an assignor Limited Partner.

G. In the event any assignment of the interest of a Limited Partner shall be made, there shall be filed with the Partnership a duly executed and acknowledged counterpart of the instrument making such assignment, and such instrument must evidence the written acceptance of the assignee to all the terms and provisions of this Agreement and until such instrument is so filed, the Partnership need not recognize any such assignment for any purpose hereunder.

H. An assignee of the interest of a Limited Partner who does not become a substitute Limited Partner as provided aforesaid and who desires to make a further assignment of his or her interest shall be subject to all the provisions of this Agreement to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his or her interest.

16. Admission of Additional General Partners.

The General Partner shall not admit any other General Partner without the prior consent of all of the other Partners.

17. Retirement of a General Partner.

A. For the purpose of this Agreement, "Retirement" shall mean as to a General Partner, the occurrence of any of the following: retirement, death, adjudication of insanity or incompetence, bankruptcy or voluntary or involuntary withdrawal for any reason. Voluntary withdrawal shall occur on the date of

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such withdrawal stated in a written notice from the withdrawing General Partner to all other Partners, which date of withdrawal shall be at least thirty (30) days after the date such notice is given. Bankruptcy shall be deemed to occur whenever a General Partner shall be adjudicated a bankrupt or shall have entered against him an order for relief in any bankruptcy or insolvency proceedings, execute an assignment for the benefit of creditors, or shall be subject to the direction and control of a receiver or custodian and such proceedings shall not be dismissed within 90 days of the receiver's or custodian's appointment.

B. Upon the Retirement of a General Partner, the remaining General Partners shall continue the business of the Partnership. The General Partner who shall have retired, or his or her estate, shall be and remain liable for all obligations and liabilities incurred by the Partnership during his or her membership therein, but such retired General Partner or his or her estate shall be free of any further liabilities on account of the activities of the Partnership from and after the time as of which he or she ceased to be a General Partner of the Partnership.

C. In the event that upon the Retirement of a General Partner, there remain two or fewer General Partners, then the Partnership shall be dissolved and the Partnership assets shall be distributed in the manner provided for in Paragraph 14 of this Agreement, except that prior to any other distribution to the Partners, each Partner shall receive an amount equal to his, her or their capital account.

D. A General Partner may sell, assign or otherwise dispose of his or her interest as a General Partner but in that event that general partnership interest shall become a limited partnership interest. A General Partner may not voluntarily encumber his or her interest as a General Partner.

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18. Interest of a Retired General Partner.

A. Upon the Retirement of a General Partner, his or her heir or personal or legal representative, as appropriate, shall be deemed an assignee of his or her general partnership interest with an interest in the profits, losses and distributions of the Partnership equal to that which such retired General Partner had prior to his or her Retirement and the general partnership interest shall automatically become a limited partnership interest.

B. Whenever a general partnership interest shall become a limited partnership interest pursuant to the terms of this Agreement, the General Partners shall cause Exhibit "A" to be appropriately amended, but the change in interest nevertheless shall be effective at the times herein provided.

19. Investment Intent. Each Partner, general and limited, by the execution of this Agreement, hereby represents that he or she is purchasing such partnership interest for investment only and not for resale. The execution of this Agreement by each Partner further indicates his or her agreement not to sell, transfer, pledge or hypothecate such interest unless and until such interest has been registered pursuant to the Securities Act of 1933 and applicable Blue Sky Laws, or unless counsel for the Partnership has rendered an opinion that such registration is not required, or unless the Securities and Exchange Commission, Division of Corporate Finance, specifically takes a "no action" position with respect to the sale, transfer, pledge or hypothecation of said interest.

Each Partner, by the execution of this Agreement, certifies that he or she has made an independent investigation into the merits of the Partnership and its property and is not relying on representations made by any person or by the Partnership.

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20. General Partners as Attorney-in-Fact for Limited Partners. Each of the Limited Partners has appointed, and does hereby appoint, the General Partners existing from time to time, or any of them, his, her and their true and lawful attorneys-in-fact to make, execute, sign, acknowledge, file a certificate of limited partnership, execute such other instruments and to do such other acts as may be required in the conduct of the Partnership consistently with provisions of this Agreement and authorized by the General Partners; and, without limiting the generality of the foregoing, each of the Limited Partners does hereby constitute and appoint the General Partners, or any of them, his, her and their true and lawful attorney to make, execute, sign, certify under oath, acknowledge and/or file any amendment to this Agreement or the partnership certificate, or any amendment thereof, where the same is necessary to reflect:

(a) a change in the name of the Partnership or in the amount of the character of the contribution of any Limited Partner;

(b) the conversion of a general partnership interest into a limited partnership interest pursuant to any of the provisions of this Agreement;

(c) the admission of other Limited Partners in accordance with the provisions of this Agreement;

(d) a change in the character of the business of the Partnership;

(e) the correction or clarification of any erroneous statement in the certificate of limited partnership, or in any amendment thereof; or

(f) any other change or modification of this Agreement or of the certificate thereof, or any amendment of either such instrument, made in order to accurately represent the agreements and understandings of the Partners.

The appointment by all Limited Partners of the General Partners, or any of them, as aforesaid, attorneys-in-fact shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Limited Partners and the General

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Partners under this Agreement will be relying upon the power of the General Partners to act as contemplated by this Agreement in such filing and other action by the General Partner on behalf of the Partnership. The foregoing power of attorney shall survive the assignment by any Limited Partner of the whole or any part of his, her or their interest hereunder.

21. Miscellaneous Provisions.

A. Any and all notices called for under this Agreement shall be deemed adequately given only if in writing and sent by registered or certified mail, postage prepaid, to the party or parties for whom such notices are intended.

B. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

C. This Agreement shall be construed under and enforced in accordance with the laws of the State of Maryland.

D. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

E. Each provision of this Agreement shall be considered separable and, if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid. Wherever possible, this Agreement shall be interpreted so as to comply with all applicable laws and to carry out the expressed intent of this Agreement.

F. Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

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G. Unless otherwise so provided in this Agreement, no Partner shall be liable to any other Partner or to the Partnership by reason of his or her actions in connection with the Partnership, except in the case of actual fraud, gross negligence or dishonest conduct.

H. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Partnership, the Partnership business and the property of the Partnership; and there are no promises, agreements, conditions, understandings, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

22. U.S. Department of Housing and Urban Development.

A. It is intended that all of the provisions of this Agreement shall specifically include the financing of the nursing home facility located at the principal office of the Partnership with assistance of mortgage insurance under the National Housing Act and the execution of any and all contracts, documents or any such procedures with the Secretary of Housing and Urban Development which may be desirable or necessary to comply with the requirements of the National Housing Act, as amended, and the Regulations of the Secretary thereunder, relating to the regulation or restriction of mortgagors as to rents, sales, charges, capital structure, rate of return and methods of operations. The Partnership specifically and particularly shall have the power and authority to enter into a Regulatory Agreement setting out the requirements of the Secretary of Housing and Urban Development. After the date hereof, the only General Partners authorized to execute any and all documents related thereto shall be those who are authorized by a majority vote of all the General Partners.

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B. Any incoming Partner shall as a condition of receiving an interest in the Partnership property, agree to be bound by the Note, Mortgage and Regulatory Agreement and other documents required in connection with the HUD-Insured Loan to the same extent and on the same terms as the other Partners. Upon any dissolution, no title or right to possession and control of the project and no right to collect the rent therefrom shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary of HUD.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of this 30th day of June, 1985.

WITNESS:	GENERAL PARTNERS
Barbara A. Klein	Max C. Frank MAX C. FRANK
Barbara A. Klein	Martin B. Leesans MARTIN B. LEESANS
_____	_____ MARTIN MONCARZ
Barbara A. Klein	Celeste T. Phelps CELESTE T. PHELPS
Barbara A. Klein	Paul S. Rhodes PAUL S. RHODES
Barbara A. Klein	Robert Rosenberg ROBERT ROSENBERG
Barbara A. Klein	Paul Martin Rosoff PAUL MARTIN ROSOFF
Barbara A. Klein	Wilma L. Stone WILMA L. STONE

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CLERKS NOTATION
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B. Any incoming Partner shall as a condition of receiving an interest in the Partnership property, agree to be bound by the Note, Mortgage and Regulatory Agreement and other documents required in connection with the HUD-Insured Loan to the same extent and on the same terms as the other Partners. Upon any dissolution, no title or right to possession and control of the project and no right to collect the rent therefrom shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary of HUD.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of this 27th day of June, 1985.

WITNESS:	GENERAL PARTNERS
_____	_____ MAX C. FRANK
_____	_____ MARTIN B. LESSANS
Caroline Sellers _____	_____ MARTIN MONCARZ
_____	_____ CELESTE T. PHELPS
_____	_____ PAUL S. RHODES
_____	_____ ROBERT ROSENBERG
_____	_____ PAUL MARTIN ROSOFF
_____	_____ WILMA L. STONE

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CLERKS NOTATION
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Barbara A. Klein

OGUZ Y. TURGUT

WITNESS:

LIMITED PARTNERS

Barbara A. Klein
Barbara A. Klein

MAX C. FRANK and
CHRISTINE P. FRANK,
as tenants by the entireties

Barbara A. Klein
Barbara A. Klein

MARTIN B. LESSANS and
FRANCES L. LESSANS,
as tenants by the entireties

MARTIN MONCARZ and
ADALAINE S. MONCARZ,
as tenants by the entireties

Barbara A. Klein
Barbara A. Klein

CELESTE T. PHELPS and
JAMES R. PHELPS,
as tenants by the entireties

Barbara A. Klein

PAUL S. RHODES

Barbara A. Klein

ROBERT ROSENBERG

Barbara A. Klein
Barbara A. Klein

PAUL MARTIN ROSOFF and
JANET S. ROSOFF,
as tenants by the entireties

Barbara A. Klein
Barbara A. Klein

WILMA L. STONE and
HUBERT W. STONE,
as tenants by the entireties

Barbara A. Klein
Barbara A. Klein

OGUZ Y. TURGUT and
ULKER TURGUT,
as tenants by the entireties

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	OGUZ Y. TURGUT
WITNESS:	LIMITED PARTNERS
	MAX C. FRANK and CHRISTINE P. FRANK, as tenants by the entireties
	MARTIN B. LESSANS and FRANCES L. LESSANS, as tenants by the entireties
Caroline Sellers	Martin Moncarz Adalaine S. Moncarz MARTIN MONCARZ and ADALAINE S. MONCARZ, as tenants by the entireties
	CELESTE T. PHELPS and JAMES R. PHELPS, as tenants by the entireties
	PAUL S. RHODES
	ROBERT ROSENBERG
	PAUL MARTIN ROSOFF and JANET S. ROSOFF, as tenants by the entireties
	WILMA L. STONE and HUBERT W. STONE, as tenants by the entireties
	OGUZ Y. TURGUT and ULKER TURGUT, as tenants by the entireties

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EXHIBIT A

GENERAL PARTNERS

NAME AND ADDRESS	PERCENTAGE OF PARTNERSHIP INTEREST	CAPITAL CONTRIBUTION
Max C. Frank 1464 Ashwood Court Annapolis, MD 21401	.001%	$300
Martin B. Lessans 328 Lynwood Drive Severna Park, MD 21146	.001%	300
Martin Moncarz 1360 S. Ocean Blvd. Apt. 2506 Pompano Beach, FL 33062	.001%	300
Celeste T. Phelps 530 Forest View Drive Linthicum, MD 21090	.001%	300
Paul S. Rhodes 26 Chesapeake Landing Annapolis, MD 21403	.001%	300
Robert Rosenberg 325 Hospital Drive, #203 Glen Burnie, MD 21061	.001%	300
Paul Martin Rosoff 7 Seaward Drive Severna Park, MD 21146	.001%	300
Wilma L. Stone c/o Maryland Masonic Home Cockeysville, MD 21030	.001%	300
Oguz Y. Turgut 2049 Hermitage Hills Drive Gambrills, MD 21054	.001%	300

LIMITED PARTNERS

Max C. Frank and Christine P. Frank 1464 Ashwood Court Annapolis, MD 21401	11.11%	$22,000
Martin B. Lessans and Frances L. Lessans 328 Lynwood Drive Severna Park, MD 21146	11.11%	$22,000
Martin Moncarz and Adalaine S. Moncarz 1360 S. Ocean Blvd. Apt. 2506 Pompano Beach, FL 33063	11.11%	$22,000

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NAME AND ADDRESS	PERCENTAGE OF PARTNERSHIP INTEREST	CAPITAL CONTRIBUTION
Celeste T. Phelps and James R. Phelps 530 Forest View Drive Linthicum, MD 21090	11.11%	$22,000
Paul S. Rhodes 26 Chesapeake Landing Annapolis, MD 21403	11.11%	22,000
Robert Rosenberg 325 Hospital Drive, #203 Glen Burnie, MD 21061	11.11%	22,000
Paul Martin Rosoff and Janet S. Rosoff 7 Seaward Drive Severna Park, MD 21146	11.11%	22,000
Wilma L. Stone and Hubert W. Stone c/o Maryland Masonic Home Cockeysville, MD 21030	11.11%	22,000
Oguz Y. Turgut and Ulker Turgut 2049 Hermitage Hills Drive Gambrills, MD 21054	11.11%	22,000

pm/GCC1/d

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Return to: Jerry T. Miraglia, Esquire
Miles + Stockbridge
10 Light Street
Baltimore, MD 21202
727-6464

Ctf Clt
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BOOK 24 PAGE 183

Book 183 - Case ~~145-A~~ 145-A

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD
TIME 9:59 MO. DAY YEAR 7/1/85

	CRS. & CAP.
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☐ APPROVED BY

(52)

IB

delivered

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BOOK 24 PAG. 184

CERTIFICATE OF AMENDMENT
OF
CROFTON CONVALESCENT ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 01, 1985 AT 09:59 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

46

RECORDED IN LIBER 2734, FOLIO 000681, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1963404

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 181137

AT5-060

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EASTERN MOUNTAIN GAS AND OIL ASSOCIATES VOL 182 PAGE 167

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP made as of the 28th day of JUNE, 1985 by and among the undersigned General Partners and those other persons signing this Certificate as Limited Partners and whose names and addresses are set forth in Exhibit A hereto (the "Limited Partners").

WHEREAS, Eastern Mountain Gas and Oil Associates (the "Partnership") was formed as a limited partnership in the State of Maryland on Dec. 29, 1979;

WHEREAS, the parties wish to amend the Certificate to reflect the election to be bound by the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the Certificate shall be as follows:

1. The name of the Partnership shall be EASTERN MOUNTAIN GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP.

2. The purpose for which the Partnership is formed is to acquire full and partial interests in oil, gas and mineral leases and unleased oil, gas and mineral rights, fee rights, permits, reservations, working interests or contractual rights authorizing the holder to drill for and reduce to possession oil, gas and other minerals or options to obtain same in oil, gas and mineral properties within or without the State of Maryland. The Partnership shall engage primarily in the production, processing, transportation and sale of oil, gas and other products from such properties.

3. The principal office of the Partnership shall be P.O. Box 220, Churchton, Maryland 20733. The resident agent shall be Arthur P. D'Aoust whose address is 4760 Bayfields Road, Harwood, Maryland 20776.

4. The name, address and designation of each partner are shown on Exhibit "A" attached hereto.

5. a. The General Partners have contributed the amount set forth opposite their names on Exhibit "A".

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:55
E. AUBREY COLLISON
CLERK

51928388

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b. Each Limited Partner shall be obligated to contribute to the Partnership an amount equal to his subscription as set forth on Exhibit "A". Except as stated herein, or otherwise provided by Maryland law, no General or Limited Partner shall have the obligation to make additional capital contributions.

6. The Limited Partner, or assignee thereof, shall have no right or privilege to sell, assign, or otherwise transfer all or any of his interest in the Partnership except to the extent permitted herein.

a. A Limited Partner, or assignee thereof, may sell, assign, or otherwise transfer all or any of his interest in the Partnership, but only after obtaining the written consent of the General Partners, to a member of the transferor's immediate family, to inter vivos or testamentary trusts created or held for the benefit of the transferor's immediate family or to charitable, religious, scientific or educational organizations which are duly qualified as such under Section 501(c)(3) of the Code.

b. Except as provided in (a) above, no Limited Partner shall sell, assign or otherwise transfer any or all of his interest in the Partnership without: (i) obtaining the written consent of the General Partners, and (ii) giving notice to the Limited Partners of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Limited Partner desiring to make a sale, assignment or other transfer (the "Offering Partner") shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the Limited Partners shall have the option to accept the Offer by giving notice thereof to the Offering Partner. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one (1) Limited Partner desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in proportion to their respective existing interests in the Partnership, unless they agree otherwise. If the Limited Partners do not accept the offer as hereinabove provided, the General Partners may accept the Offer by giving the Offering Partner notice thereof within ten (10) days after expiration of the acceptance period granted to the Limited Partners. Any such purchase by the General Partners shall be closed within ninety (90) days after their acceptance of the Offer. If neither the Limited Partners nor the General Partners accept the Offer and close the purchase as provided above, then for ninety (90) days thereafter, the Offering Partner may sell, assign or otherwise transfer his interest in the Partnership to others at a sales

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price and upon other terms and conditions no less favorable to the Offering Partner than those set forth in the Offer. Copies of all notices required herein shall be sent to the General Partners.

c. Prior to consenting to any sale, assignment, or other transfer, the General Partners shall be assured that the vendee, assignee or other transferee is a financially responsible individual who understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others. The General Partners shall not consent to a sale, assignment, or other transfer of less than all of the interest of a Limited Partner, unless in the opinion of the General Partners, the Limited Partner's interest in the Partnership is large enough to be practically divided. The General Partners shall not consent to a sale, assignment, or other transfer unless, in the opinion of counsel acceptable to the General Partners, registration is not required under applicable Federal and State securities laws. The General Partners may, in their sole and absolute discretion, refuse to give their written consent to any sale, assignment or transfer for any reason.

7. The General Partners of the Partnership may transfer all or part of their interest in the Partnership and may appoint an additional or substitute General Partner but only with the prior consent of a majority in interest of the Limited Partners.

8. At the end of the year of the Partnership, each item of Partnership income, gain, loss, deduction or credit for each year shall be allocated as follows: (a) ten percent (10%) to the General Partners, and (b) ninety percent (90%) to the Limited Partners on a pro-rata basis; provided, that the Limited Partnership shall be allocated one hundred percent (100%) of the Partners' intangible drilling and development costs (within the meaning of Section 263(c) of the Code). At such time as the Limited Partners have received cash distributions in the aggregate amount of $650,100 reduced by one hundred ten percent (110%) of the amount, if any, by which the initial capital contributions of the Limited Partners are below $591,000, at the end of the year for the Partnership, each item of Partnership income, gain, loss, deduction or credit for each year shall be allocated as follows: fifty percent (50%) to the General Partners and fifty percent (50%) to the Limited Partners on a pro-rata basis.

9. Distributions shall be made on the same basis as allocations pursuant to paragraph 8. Distributions may be made at such time or times as the General Partners, may, in their sole discretion, determine. Provided, however, that any

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amounts determined by the General Partners to be available for distribution shall be distributed at least annually within ninety (90) days after the close of the year of the Partnership.

Upon the dissolution and termination of the Partnership, the General Partners, or if there is none, a representative of the Limited Partners, shall liquidate the assets of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. First, to the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

b. Second, to the creation of any reserves which the General Partners or the representatives of the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the business and operation of the Partnership;

c. Third, to the payment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

d. Fourth, the balance, if any, shall be allocated and distributed to the Partners in accordance with the balances in their respective capital accounts.

10. The Partnership shall terminate on December 31, 2004 unless sooner terminated as hereinafter provided.

11. The Partnership shall be dissolved and terminated and its business wound up upon the occurrence of any one of the following events:

a. The death, incompetency, withdrawal, liquidation, dissolution or bankruptcy of all General Partners;

b. The expiration, sale or disposition or abandonment of all or substantially all of the Partnership's properties;

c. The joint determination of the General Partners and a majority in interest of the Limited Partners that the Partnership should be dissolved;

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d. Any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.

12. Notwithstanding the above listed events, the Partnership shall not be dissolved and terminated and its business shall be continued pursuant to the terms and conditions of the Partnership Agreement if, within ninety (90) days after the occurrence of any of the events referred to above, all the Limited Partners shall elect in writing to continue the business of the Partnership and, if necessary, shall designate one or more persons or entities to be substituted as General Partner(s), provided that such determination and designation(s), shall be approved, in writing, by the remaining General Partner(s), if any. In the event that the Limited Partners so elect to continue the business of the Partnership, the new General Partner(s) shall succeed to all of the powers, privileges and obligations of the former General Partner(s) hereunder, and the interest in the Partnership of the former General Partner(s) shall become a Limited Partner's interest hereunder.

13. The Partnership elects to be bound by the Act before July 1, 1985. This Certificate shall govern to the extent it is inconsistent with the prior Agreement and Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties have hereto set their signatures and seals as of the day and year first above written.

GENERAL PARTNERS:

Warren Smith

Warren C. Smith

Arthur P. D'Aoust

LIMITED PARTNERS:

By: _____
Arthur P. D'Aoust
attorney-in-fact for each
of the Limited Partners
listed on Exhibit "A"
attached hereto

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BOOK 24 PAGE 190

	TAX ID#	INITIAL	YTD	CUMUL
ARTHUR P. D'AOUST GENERAL PARTNERSHIP PO BOX 220 CHURCHTON MD 20733	179-22-8916	0.00	0.00	2,755.00
WARREN C. SMITH GENERAL PARTNER 6035 HOLLINS AVENUE BALTIMORE MD. 21210	027-22-0394	0.00	0.00	2,755.00
RICHARD R. ALDEN AND FRANCES H. ALDEN JT. 903 E. SEMINARY AVENUE BALTIMORE MD. 21204	339-12-8486	13,133.00	0.00	1,101.98
DR. OTTO BEYER AND PAT BEYER JT. 9705 LONGVIEW DRIVE ELLICOTT CITY MD. 21043	216-20-5377	13,133.00	0.00	1,101.98
CHARLES M. BROOKS 6039 HOLLINS AVENUE BALTIMORE MD. 21210	216-14-7600	3,087.00	0.00	259.04
STEPHEN R. BUFP 5444 NEWGRANGE GARTH COLUMBIA MD. 21045	222-34-2227	19,700.00	0.00	1,653.00
WILLIAM B. COATE AND MARY L. COATE JT. 146 JOSE GASPAR DR ENGLEWOOD FLA 33533	569-07-6491	13,133.00	0.00	1,101.98
WILLIAM S. CRISP 535 LAKELAND ROAD SOUTH SEVERNA PARK MD. 21146	219-01-9689	13,133.00	0.00	1,101.98
JAMES H. DORSEY MD. GREATER BALT. MEDICAL CENTER 6701 N. CHARLES STREET BALTIMORE MD. 21204	001-26-0200	13,133.00	0.00	1,101.98
AFRED A. FILAR JR. MD. 7800 YORK ROAD BALTIMORE MD. 21204	213-30-6220	13,133.00	0.00	1,101.98
DR. JOHN FIORAMONTI 1017 BREEZWICK ROAD TOWSON MD. 21204	216-60-0626	13,133.00	0.00	1,101.98

LIMITED PARTNERS

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BOOK 24 PAGE 191

VOL 182 PAGE 173

FRANK F. FURSTENBERG AND ANNE L. FURSTENBURG JT. 127 MERBROOK LANE MERION PA. 19066	360-32-3252	13,133.00	0.00	1,101.98
GEORGE H. GUNDERSEN 57 WEST TIMONIUM TIMONIUM MD. 21093	357-12-8255	19,700.00	0.00	1,653.00
F.C. HANSEN MD. 10 EAST 31ST ST. BALTIMORE MD. 21218	539-18-8649	19,700.00	0.00	1,653.00
G.A. HAUPTMANN MD. 6965 MT. VISTA ROAD KINGSVILLE MD. 21087	296-36-5135	13,133.00	0.00	1,101.98
HKH ASSOCIATES % JOSEPH H. HIGHLAND 85 CHERRY BROOK DRIVE PRINCETON N J 08540	52-1150979	26,267.00	0.00	2,204.02
RICHARD B. HOHMAN 5714 BLAKE ROAD EDINA MINNESOTA 55436	322-26-8667	19,700.00	0.00	1,653.00
JOHN M. MCINTYRE MD. 220 WEST COLDSPRING LANE BALTIMORE MD. 21210	220-38-0209	29,550.00	0.00	2,479.50
WOODSON W. MOFFETT JR. AND WYNEMA B. MOFFETT JT. ROUTE 1 BOX 76A TITUSVILLE N.J. 08560	426-18-2270	13,130.00	0.00	1,101.72
ARTHUR F. MANFREDI JR. AND EILEEN M. MANFREDI JT. 1315 ROUND OAK COURT MCLEAN VA. 22101	050-36-5149	19,700.00	0.00	1,653.00
SARAH A. MATE 9435 BULLRING LANE COLUMBIA MD. 21045	254-62-4146	19,700.00	0.00	1,653.00
DAVID S. MERONEY MD. 21 EAST LOUDOUN STREET LEESBURG VA. 22075	231-42-7938	19,700.00	0.00	1,653.00

CLERKS NOTATION
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JUDITH NATHANSON 310 LLANDRILLO ROAD BALA CYNWOOD PA. 19004	019-34-7722	13,133.00	0.00	1,101.98
JOHN T. O'HARA AND DEBORAH J. O'HARA JT. 13702 CRIPPLEGATE ROAD PHOENIX MD. 21131	086-26-0180	13,333.00	0.00	1,118.75
JOHN O'HEARN MD. 1810 BELAIR ROAD FALLSTON MD. 21047	507-58-3273	13,133.00	0.00	1,101.98
JOHN D. PLANT JR. MURRAY LANE GUILFORD CONN. 06437	041-28-2666	39,400.00	0.00	3,306.00
H. ENGER ROSVOLD AND MARY W. ROSVOLD JT. 14801 MOUNT NEBO ROAD POOLESVILLE MD. 20837	046-26-4197	19,700.00	0.00	1,653.00
H. PAUL SCHLACKS 1124 FAIR OAKS OAK PARK ILL. 60302	350-26-0797	19,700.00	0.00	1,653.00
HELEN M. SCHMIDT 9217 BEACHWAY LANE SPRINGFIELD VA. 22153	149-36-0029	19,700.00	0.00	1,653.00
HARVEY M. SOLDAN 30 CAVESWOOD LANE OWINGS MILLS MD. 21117	137-22-1611	13,133.00	0.00	1,101.98
JAMES L. SRODES AND CECILE SRODES JT. 1754 PARK ROAD N.W. WASHINGTON DC. 20010	224-58-7188	19,700.00	0.00	1,653.00
STEPHEN TYMKIW MD. 1709 LOWER MILLSTONE LANE SALISBURY MD. 21801	272-34-2246	19,700.00	0.00	1,653.00
JAMES F. TURNER JR. 57 WEST TIMONIUM ROAD TIMONIUM MD. 21093	212-09-2661	19,700.00	0.00	1,653.00
CHARLES A. WEIDENFELLER 6 JAMES SPRING COURT ROCKVILLE MD. 20850	099-32-3932	19,700.00	0.00	1,653.00
EUGENE WILLIS MD. 3728 SPRING FALLS COURT ELLICOTT CITY MD. 21043	217-40-9745	13,133.00	0.00	1,101.98
WEST WEST & WRIGHT 4817 SILVER HILL ROAD SUITLAND MD 20746	52-0994828	19,700.00	0.00	1,653.00

BOOK 24 PAGE 192 001902 VOL 182 PAGE 174

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BOOK 24 PAGE 193 001903

Book 183 - Page 174-A

CHANGE OF	✓
NAME	
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Certificate of Amendment

05

16

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD
TIME 10:07 7-11-85

	ORIG. & 1 RECORDING FEE
50	CERTIFIED COPIES
	OTHER
50	TOTAL CASH ☐ CHECK ✓ ~~50~~ APPROVED BY A

(52)

oldie
make card

Eastern Mountain Gas + Oil
Associates
11820 Parklawn Drive
Suite 300
Rockville, Md 20852

1985 JUL 11 A 10:07

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VOL 182 PAGE 175

BOOK 24 PAGE 194

CERTIFICATE OF AMENDMENT
OF
EASTERN MOUNTAIN GAS AND OIL ASSOCIATES LIMITED PARTNERS

HIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:07 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

9

RECORDED IN LIBER 2733, FOLIO 001894 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1961135

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 181067

CLERKS NOTATION
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1B

CENTRAL APPALACHIAN GAS AND OIL ASSOCIATES

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP 182 PAGE 176

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP made as of the 28th day of June, 1985 by and among the undersigned General Partners and those other persons signing this Certificate as Limited Partners and whose names and addresses are set forth in Exhibit A hereto (the "Limited Partners").

WHEREAS, Central Appalachian Gas and Oil Associates (the "Partnership") was formed as a limited partnership in the State of Maryland on Dec. 26, 1980;

WHEREAS, the parties wish to amend the Certificate to reflect the election to be bound by the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the Certificate shall be as follows:

1. The name of the Partnership shall be CENTRAL APPALACHIAN GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP.

2. The purpose for which the Partnership is formed is to acquire full and partial interests in oil, gas and mineral leases and unleased oil, gas and mineral rights, fee rights, permits, reservations, working interests or contractual rights authorizing the holder to drill for and reduce to possession oil, gas and other minerals or options to obtain same in oil, gas and mineral properties within or without the State of Maryland. The Partnership shall engage primarily in the production, processing, transportation and sale of oil, gas and other products from such properties.

3. The principal office of the Partnership shall be P.O. Box 220, Churchton, Maryland 20733. The resident agent shall be Arthur P. D'Aoust whose address is 4760 Bayfields Road, Harwood, Maryland 20776.

4. The name, address and designation of each partner are shown on Exhibit "A" attached hereto.

5. a. The General Partners have contributed the amount set forth opposite their names on Exhibit "A".

RECEIVED FOR RECORD
CIRCUIT COURT A.A. COUNTY
1986 JAN 31 AM 10:55
E. AUBREY COLLISON
CLERK

51928387

CLERKS NOTATION
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AVAILABLE

b. Each Limited Partner shall be obligated to contribute to the Partnership an amount equal to his subscription as set forth on Exhibit "A". Except as stated herein, or otherwise provided by Maryland law, no General or Limited Partner shall have the obligation to make additional capital contributions.

6. The Limited Partner, or assignee thereof, shall have no right or privilege to sell, assign, or otherwise transfer all or any of his interest in the Partnership except to the extent permitted herein.

a. A Limited Partner, or assignee thereof, may sell, assign, or otherwise transfer all or any of his interest in the Partnership, but only after obtaining the written consent of the General Partners, to a member of the transferor's immediate family, to inter vivos or testamentary trusts created or held for the benefit of the transferor's immediate family or to charitable, religious, scientific or educational organizations which are duly qualified as such under Section 501(c)(3) of the Code.

b. Except as provided in (a) above, no Limited Partner shall sell, assign or otherwise transfer any or all of his interest in the Partnership without: (i) obtaining the written consent of the General Partners, and (ii) giving notice to the Limited Partners of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Limited Partner desiring to make a sale, assignment or other transfer (the "Offering Partner") shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the Limited Partners shall have the option to accept the Offer by giving notice thereof to the Offering Partner. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one (1) Limited Partner desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in proportion to their respective existing interests in the Partnership, unless they agree otherwise. If the Limited Partners do not accept the offer as hereinabove provided, the General Partners may accept the Offer by giving the Offering Partner notice thereof within ten (10) days after expiration of the acceptance period granted to the Limited Partners. Any such purchase by the General Partners shall be closed within ninety (90) days after their acceptance of the Offer. If neither the Limited Partners nor the General Partners accept the Offer and close the purchase as provided above, then for ninety (90) days thereafter, the Offering Partner may sell, assign or otherwise transfer his interest in the Partnership to others at a sales

CLERKS NOTATION
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price and upon other terms and conditions no less favorable to the Offering Partner than those set forth in the Offer. Copies of all notices required herein shall be sent to the General Partners.

c. Prior to consenting to any sale, assignment, or other transfer, the General Partners shall be assured that the vendee, assignee or other transferee is a financially responsible individual who understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others. The General Partners shall not consent to a sale, assignment, or other transfer of less than all of the interest of a Limited Partner, unless in the opinion of the General Partners, the Limited Partner's interest in the Partnership is large enough to be practically divided. The General Partners shall not consent to a sale, assignment, or other transfer unless, in the opinion of counsel acceptable to the General Partners, registration is not required under applicable Federal and State securities laws. The General Partners may, in their sole and absolute discretion, refuse to give their written consent to any sale, assignment or transfer for any reason.

7. The General Partners of the Partnership may collectively transfer all or part of their interest in the Partnership and may appoint an additional or substitute General Partners but only with the prior consent of a majority in interest of the Limited Partners. The sale, assignment or other transfer of the entire interests of two or fewer General Partners is permissible upon the consent of the remaining General Partner.

8. a. From inception of the Partnership to December 31, 1985, each item of Partnership income, gain, credit, loss or deduction shall be allocated one percent (1%) to the General Partners and ninety-nine percent (99%) to the Limited Partners on a pro-rata basis.

b. For Partnership fiscal years beginning January 1, 1986, each item of Partnership cash flow shall be allocated to the Partners (subject to section (c) below) in the following manner: ten percent (10%) to the General Partners and ninety percent (90%) to the Limited Partners on a pro-rata basis until such time as the Limited Partners have been allocated cash distributions from any source in the amount of one hundred twenty percent (120%) of their capital contributions, whereupon the General Partners and the Limited Partners shall each have a fifty percent (50%) interest in all allocations.

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CLERKS NOTATION
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c. Reinvestment of distributions from January 1, 1980, to December 31, 1985, each item of Partnership cash flow will be retained by the Partnership. At least 40 days prior to the end of each of the first five (5) years of the Partnership, the General Partners will provide each Limited Partner with a notice (i) indicating that a distribution of cash flow (if any) is to be made; (ii) reminding him that he is entitled to either present his units to the General Partners for cash purchase or have his distributions reinvested in subsequent oil and gas partnerships sponsored by the General Partners or their affiliates; and (iii) advising him, that if he is exercising his repurchase option, to return the notice to the General Partners within ten (10) days.

9. Distributions shall be made on the same basis as allocations pursuant to paragraph 8. The General Partners may, in their sole discretion, distribute Partnership cash flow, if any, during the drilling period if he determines it to be in the best interest of the Partnership. Distributions may be made at such time or times as the General Partners, may, in their sole discretion, determine. Provided, however, that any amounts determined by the General Partners to be available for distribution shall be distributed at least annually within ninety (90) days after the close of the year of the Partnership.

Upon the dissolution and termination of the Partnership, the General Partners, or if there are none, a representative of the Limited Partners, shall liquidate the assets of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. First, to the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

b. Second, to the creation of any reserves which the General Partners or the representatives of the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partners arising out of or in connection with the business and operation of the Partnership;

c. Third, to the payment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

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CLERKS NOTATION
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d. Fourth, the balance, if any, shall be allocated and distributed to the Partners in accordance with the balances in their respective capital accounts.

10. The Partnership shall terminate on December 31, 2005 unless sooner terminated as hereinafter provided.

11. The Partnership shall be dissolved and terminated and its business wound up upon the occurrence of any one of the following events:

a. The death, incompetency, withdrawal, liquidation, dissolution or bankruptcy of all General Partners;

b. The expiration, sale or disposition or abandonment of all or substantially all of the Partnership's properties;

c. The joint determination of the General Partners and a majority in interest of the Limited Partners that the Partnership should be dissolved;

d. Any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.

12. Notwithstanding the above listed events, the Partnership shall not be dissolved and terminated and its business shall be continued pursuant to the terms and conditions of the Partnership Agreement if, within ninety (90) days after the occurrence of any of the events referred to above, all the Limited Partners shall elect in writing to continue the business of the Partnership and, if necessary, shall designate one or more persons or entities to be substituted as General Partner(s), provided that such determination and designation(s), shall be approved, in writing, by the remaining General Partner(s), if any. In the event that the Limited Partners so elect to continue the business of the Partnership, the new General Partner(s) shall succeed to all of the powers, privileges and obligations of the former General Partner(s) hereunder, and the interest in the Partnership of the former General Partner(s) shall become a Limited Partner's interest hereunder.

13. The Partnership elects to be bound by the Act before July 1, 1985. This Certificate shall govern to the extent it is inconsistent with the prior Agreement and Certificate of Limited Partnership.

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CLERKS NOTATION
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IN WITNESS WHEREOF, the parties have hereto set their signatures and seals as of the day and year first above written.

GENERAL PARTNERS:

Arthur P. D'Aoust

LIMITED PARTNERS:

By: _____
Arthur P. D'Aoust
attorney-in-fact for each
of the Limited Partners
listed on Exhibit "A"
attached hereto

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	TAX ID#	INITIAL	YTD	CUMUL
ARTHUR P. D'AOUST GENERAL PARTNERSHIP PO BOX 220 CHURCHTON MD. 20733	179-22-8916 BOOK 24 PAGE 201	0.00	0.00	0.00 182 PAGE 182 001890
KENNETH L. ADAMS AND ANITA ADAMS 157 KENTUCKY AVE. S.E. WASHINGTON D.C. 20003	094-36-0628	22,750.00	0.00	0.00
PATRICIA C. ALLISON 12029 INSHA COURT RESTON VA. 22091	281-36-5027	15,166.00	0.00	0.00
OMAR R. BUCHWALTER AND DOROTHY M. BUCHWALTER 9 CADY LANE WAPPINGER FALLS NY 12590	167-14-4024	18,000.00	0.00	0.00
STEPHEN R. BUPP 5444 NEW GRANGE GARTH COLUMBIA MD. 21045	222-34-2227	22,877.61	0.00	0.00
HARRY C. COLE AND SHARON M. COLE 24613 MARLBORO DRIVE DAMASCUS MD. 20750	215-38-5473	23,262.95	0.00	0.00
MARK A. CROFT AND PATRICIA W. CROFT 7890 ROUTE 32 COLUMBIA MD. 21044	311-50-6126	30,491.00	0.00	0.00
JAMES P. DAVENPORT 4604 DRUMMOND AVENUE CHEVY CHASE MD. 20015	239-60-3470	22,750.00	0.00	0.00
JOSEPH P. GANNON AND ANN M. GANNON 5510 LINCOLN STREET BETHESDA MD. 20034	169-28-6463	15,167.00	0.00	0.00
ROBERT M. HEIER 2416 BLACK CAP LANE RESTON VA 22091	102-32-6656	15,200.00	0.00	0.00
ROBERT P. HIGGINS AND GWENDOLYN A. HIGGINS 2821 OAKTON MANOR COURT OAKTON VA 22124	521-36-5001	45,500.00	0.00	0.00
RICHARD J. JOYCE JR. AND VALERIE J. STUCKY JOYCE 6051 CLERKENWELL COURT BURKE VA. 22015	016-34-3256	15,200.00	0.00	0.00

LIMITED PARTNERS

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CLERKS NOTATION
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JOHN F. LAGOMARCINO AND MAUREEN L. LAGOMARCINO 2512 N. BUCHANAN STREET ARLINGTON VA. 22207	480-40-5242	15,200.00	0.00	0.00
BARRY W. LEVINE 4800 GRANTHAM AVENUE CHEVY CHASE MD. 20015	102-36-2335	22,750.00	0.00	0.00
BERTRAM LEVINE AND MURIEL SUE LEVINE 723 WILSON AVENUE ROCKVILLE MD. 20850	119-03-0378	15,200.00	0.00	0.00
DAVID S. MERONEY 21 E. LOUDOUN STREET LEESBURG VA. 22075	213-42-7938	22,750.00	0.00	0.00
MITCHELL A. MILLER 313 W COLUMBIA ST FALLS CHURCH VA 22046	234-44-2274	15,200.00	0.00	0.00
JEROME D. MOSKOWITZ AND MARY ANN MOSKOWITZ 12019 REMINGTON DRIVE WHEATON MD. 20902	028-12-5737	22,750.00	0.00	0.00
THOMAS M. OVEROCKER 2118 OWLS COVE LANE RESTON VA. 22091	105-38-0061	22,750.00	0.00	0.00
RICHMOND T. PAGE AND THEODORA S. PAGE EQL-314-40 CAL TECH PASADENA CALIF. 91125	034-30-3159	15,285.25	0.00	0.00
IRA H. POLON AND MARILYN B. POLON 2212 FT. WARD PLACE ALEXANDRIA VA. 22304	114-34-2772	22,750.00	0.00	0.00
ROBERT J. RAUCH 1302 THURSTON RD DICKERSON MD 20842	066-38-0551	15,166.66	0.00	0.00
HELEN M. SCHMIDT 9217 BEACHWAY LANE SPRINGFIELD VA. 22153	149-36-0029	15,200.00	0.00	0.00
STOCKTON INCORPORATED 5050 GARFIELD ST. N.W. WASHINGTON D.C.	52-1136308	15,200.00	0.00	0.00

BOOK 24 PAGE 202

001891

182 PAGE 183

0000 0193

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W. HARRISON WELLFORD AND SUSANNE L. WELLFORD 5054 MILLWOOD LANE N.W. WASHINGTON D.C. 20016	239-64-9671	15,200.00	0.00	0.00	

BOOK 24 PAGE 203 001892

Book 182 - Page 184-A

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001893

BOOK 24 PAGE 204

VOL 182 PAGE 184

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Certificate of Amendment

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD
DATE YEAR
TIME 10:07 7-11-85

	CHARTER FEE
	NAME RESERVATION FEE
50	TRANSFER FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY A

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Central Appalachian Gas
& Oil Associates
11820 Parklawn Drive
Suite 300
Rockville, Md 20852

1985 JUL 11 A 10:07

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VOL 182 PAGE 185

BOOK 24 PAGE 205

CERTIFICATE OF AMENDMENT
OF
CENTRAL APPALACHIAN GAS AND OIL ASSOCIATES LIMITED PARTN
ERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:07 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

9

RECORDED IN LIBER 2733, FOLIO 001883 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1961127

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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BOOK 24 PAGE 206 001875

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GREENBRIAR GAS AND OIL ASSOCIATES VOL 182 PAGE 186

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP made as of the 28 day of June, 1985 by and among the undersigned General Partner and those other persons signing this Certificate as Limited Partners and whose names and addresses are set forth in Exhibit A hereto (the "Limited Partners").

WHEREAS, Greenbriar Gas and Oil Associates (the "Partnership") was formed as a limited partnership in the State of Maryland on Dec. 30, 1981;

WHEREAS, the parties wish to amend the Certificate to reflect the election to be bound by the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the Certificate shall be as follows:

1. The name of the Partnership shall be GREENBRIAR GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP.

2. The purpose for which the Partnership is formed is to acquire full and partial interests in oil, gas and mineral leases and unleased oil, gas and mineral rights, fee rights, permits, reservations, working interests or contractual rights authorizing the holder to drill for and reduce to possession oil, gas and other minerals or options to obtain same in oil, gas and mineral properties within or without the State of West Virginia. The Partnership shall engage primarily in the production, processing, transportation and sale of oil, gas and other products from such properties.

3. The principal office of the Partnership shall be P.O. Box 220, Churchton, Maryland 20733. The resident agent shall be Arthur P. D'Aoust whose address is 4760 Bayfields Road, Harwood, Maryland 20776.

4. The name, address and designation of each partner are shown on Exhibit "A" attached hereto.

5. a. The General Partner has contributed the amount set forth opposite his name on Exhibit "A".

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:55
E. AUBREY COLLISON
CLERK

51928386

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CLERKS NOTATION
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AVAILABLE

b. Each Limited Partner shall be obligated to contribute to the Partnership an amount equal to his subscription as set forth on Exhibit "A". Except as stated herein, or otherwise provided by Maryland law, no General or Limited Partner shall have the obligation to make additional capital contributions.

6. The Limited Partner, or assignee thereof, shall have no right or privilege to sell, assign, or otherwise transfer all or any of his interest in the Partnership except to the extent permitted herein.

a. A limited Partner, or assignee thereof, may sell, assign, or otherwise transfer all or any of his interest in the Partnership, but only after obtaining the written consent of the General Partner, to a member of the transferor's immediate family, to inter vivos or testamentary trusts created or held for the benefit of the transferor's immediate family or to charitable, religious, scientific or educational organizations which are duly qualified as such under Section 501(c)(3) of the Code.

b. Except as provided in (a) above, no Limited Partner shall sell, assign or otherwise transfer any or all of his interest in the Partnership without: (i) obtaining the written consent of the General Partner, and (ii) giving notice to the Limited Partners of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Limited Partner desiring to make a sale, assignment or other transfer (the "Offering Partner") shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the Limited Partners shall have the option to accept the Offer by giving notice thereof to the Offering Partner. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one (1) Limited Partner desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in proportion to their respective existing interests in the Partnership, unless they agree otherwise. If the Limited Partners do not accept the offer as hereinabove provided, the General Partner may accept the Offer by giving the Offering Partner notice thereof within ten (10) days after expiration of the acceptance period granted to the Limited Partners. Any such purchase by the General Partner shall be closed within ninety (90) days after their acceptance of the Offer. If neither the Limited Partners nor the General Partner accept the Offer and close the purchase as provided above, then for ninety (90) days thereafter, the Offering Partner may sell, assign or otherwise transfer his interest in the Partnership to others at a sales price and upon other

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CLERKS NOTATION
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terms and conditions no less favorable to the Offering Partner than those set forth in the Offer. Copies of all notices required herein shall be sent to the General Partner.

c. Prior to consenting to any sale, assignment, or other transfer, the General Partner shall be assured that the vendee, assignee or other transferee is a financially responsible individual who understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others. The General Partner shall not consent to a sale, assignment, or other transfer of less than all of the interest of a Limited Partner, unless in the opinion of the General Partner, the Limited Partner's interest in the Partnership is large enough to be practically divided. The General Partner shall not consent to a sale, assignment, or other transfer unless, in the opinion of counsel acceptable to the General Partner, registration is not required under applicable Federal and State securities laws. The General Partner may, in his sole and absolute discretion, refuse to give his written consent to any sale, assignment or transfer for any reason.

7. The General Partner of the Partnership may transfer all or part of his interest in the Partnership and may appoint an additional or substitute General Partner but only with the prior consent of a majority in interest of the Limited Partners.

8. a. During the period December 1, 1981 to June 30, 1986, each item of Partnership income, gain, credit, loss or deduction shall be allocated one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners on a pro-rata basis.

b. For Partnership period beginning July 1, 1986, each item of Partnership cash flow shall be first applied to complete wells already begun, and then allocated to the Partners (subject to section (c) below) in the following manner: ten percent (10%) to the General Partner and ninety percent (90%) to the Limited Partners on a pro-rata basis. At such time as the Limited Partners have been allocated cash distributions from any source in the amount of one hundred percent (100%) contributions from the escrow fund, the General Partner shall receive a management fee equal to approximately forty-five percent (45%) of the distributable cash flow of the Partnership and any future limited partnerships, if any, in addition to his ten percent (10%) equity interest. In no event shall the cash distributed to the General Partner, as his management fee and ten percent (10%) Partnership interest, exceed fifty percent (50%) of the distributable cash flow.

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CLERKS NOTATION
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c. From December 1, 1981, to June 30, 1986, each item of Partnership cash flow will be retained by the Partnership. At least forty (40) days prior to December 31 the year end of each of the first five (5) years of the Partnership, the General Partner will provide each Limited Partner with a notice (i) indicating that a distribution of cash flow (if any) is to be made; (ii) reminding him that he is entitled to either present his units to the General Partner for cash purchase, or have his distributions reinvested in new properties of the Partnership or future limited partnerships; and (iii) advising him, that if he is exercising his repurchase option, to return the notice to the General Partner within ten (10) days.

9. Distributions shall be made on the same basis as allocations pursuant to paragraph 8. Distributions may be made at such time or times as the General Partner, subject to other provisions of this agreement, may, in his sole discretion, determine. Provided, however, that any amounts determined by the General Partner to be available for distribution shall be distributed at least annually within ninety (90) days after the close of the year of the Partnership.

Upon the dissolution and termination of the Partnership, the General Partner, or if there is none, a representative of the Limited Partners, shall liquidate the assets of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. First, to the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

b. Second, to the creation of any reserves which the General Partner or the representatives of the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the business and operation of the Partnership;

c. Third, to the payment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

d. Fourth, the balance, if any, shall be allocated and distributed to the Partners in accordance with the balances in their respective capital accounts.

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CLERKS NOTATION
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10. The Partnership shall terminate on December 31, 2005 unless sooner terminated as hereinafter provided.

11. The Partnership shall be dissolved and terminated and its business wound up upon the occurrence of any one of the following events:

a. The death, incompetency, withdrawal, liquidation, dissolution or bankruptcy of the General Partner;

b. The expiration, sale or disposition or abandonment of all or substantially all of the Partnership's properties;

c. The joint determination of the General Partner and a majority in interest of the Limited Partners that the Partnership should be dissolved;

d. Any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.

12. Notwithstanding the above listed events, the Partnership shall not be dissolved and terminated and its business shall be continued pursuant to the terms and conditions of the Partnership Agreement if, within ninety (90) days after the occurrence of any of the events referred to above, all the Limited Partners shall elect in writing to continue the business of the Partnership and, if necessary, shall designate one or more persons or entities to be substituted as General Partner(s), provided that such determination and designation(s), shall be approved, in writing, by the remaining General Partner(s), if any. In the event that the Limited Partners so elect to continue the business of the Partnership, the new General Partner(s) shall succeed to all of the powers, privileges and obligations of the former General Partner(s) hereunder, and the interest in the Partnership of the former General Partner(s) shall become a Limited Partner's interest hereunder.

13. The Partnership elects to be bound by the Act before July 1, 1985. This Certificate shall govern to the extent it is inconsistent with the prior Agreement and Certificate of Limited Partnership.

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CLERKS NOTATION
BEST COPY
AVAILABLE

IN WITNESS WHEREOF, the parties have hereto set their signatures and seals as of the day and year first above written.

GENERAL PARTNER:

Arthur P. D'Aoust

LIMITED PARTNERS:

By: _____
Arthur P. D'Aoust
attorney-in-fact for each
of the Limited Partners
listed on Exhibit "A"
attached hereto

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	TAX ID#	INITIAL	YTD	CUMUL
ARTHUR D'AOUST GENERAL PARTNERSHIP PO BOX 220 CHURCHTON MD 20733	179-22-8916	0.00	0.00	0.00
OTIS D. COSTON JR 1164 OLD STAGE COURT MC LEAN. VA 22102	419-42-9793	30,333.00	0.00	0.00
WILLIAM G. EHLMAN 11005 HAMPTON RD FAIRFAX STATION VA 22039	396-34-2999	30,000.00	0.00	0.00
LARS G. FLINK 67 VALLEY HILL RD. RD 1 MALVERN PENNA 19355	186-32-8994	22,750.00	0.00	0.00
MERRITT L. JOHNSON AND ADELE S. JOHNSON JT 3458 NASH PLACE S.E. WASHINGTON DC 20019	168-30-4442	20,030.18	0.00	0.00
EDWARD W. LYLE 1513 26TH STREET NW WASHINGTON DC 20007	577-60-9768	15,200.00	0.00	0.00
MAURICE D. MILLER RT 1 BOX 75 PURCELLVILLE VA 22132	235-46-4246	15,200.00	0.00	0.00
JEROME D. MOSKOWITZ AND MARY ANN MOSKOWITZ JT 12019 REMINGTON DRIVE WHEATON MD 20902	028-12-5737	22,500.00	0.00	0.00
MARC H. ROSS 1056 MARTIN PLACE ANN ARBOR MICHIGAN 48104	028-20-2415	15,254.69	0.00	0.00
GERALD SPARER MARJORIE A. CAHN 2514 OAKENSHIELD DRIVE ROCKVILLE MD 20854	059-20-0896	15,200.00	0.00	0.00
JAMES L. WOLF 309 YOAKUM PARKWAY #1105 ALEXANDRIA VA. 22304	057-40-6887	15,279.74	0.00	0.00

BOOK 24 PAGE 212

VOL 182 PAGE 192

001881

LIMITED PARTNERS

0000 6203

CLERKS NOTATION
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BOOK 24 PAGE 213

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

001882 VOL 182 PAGE 193

Certificate of Amendment

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:07	7	11	85

	ORG. & CAP.	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY A

(52)

oldie
make card

Greenbriar Gas + Oil Associates
11820 Parklawn Drive
Suite 300
Rockville, Md 20852

0000 6204

CLERKS NOTATION
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AVAILABLE

182 PAGE 194

BOOK 24 PAGE 214

CERTIFICATE OF AMENDMENT
OF
GREENBRIAR GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:07 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2733, FOLIO 001874 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1961119

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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

Gal B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 181065

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 215

001864

BLUE RIDGE GAS AND OIL ASSOCIATES

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP 182 PAGE 195

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP made as of the 28 day of JUNE, 1985 by and among the undersigned General Partner and those other persons signing this Certificate as Limited Partners and whose names and addresses are set forth in Exhibit A hereto (the "Limited Partners").

WHEREAS, Blue Ridge Gas and Oil Associates (the "Partnership") was formed as a limited partnership in the State of Maryland on Nov. 6, 1981;

WHEREAS, the parties wish to amend the Certificate to reflect the election to be bound by the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the Certificate shall be as follows:

1. The name of the Partnership shall be BLUE RIDGE GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP.

2. The purpose for which the Partnership is formed is to acquire full and partial interests in oil, gas and mineral leases and unleased oil, gas and mineral rights, fee rights, permits, reservations, working interests or contractual rights authorizing the holder to drill for and reduce to possession oil, gas and other minerals or options to obtain same in oil, gas and mineral properties within or without the State of Maryland. The Partnership shall engage primarily in the production, processing, transportation and sale of oil, gas and other products from such properties.

3. The principal office of the Partnership shall be P.O. Box 220, Churchton, Maryland 20733. The resident agent shall be Arthur P. D'Aoust whose address is 4760 Bayfields Road, Harwood, Maryland 20776.

4. The name, address and designation of each partner are shown on Exhibit "A" attached hereto.

5. a. The General Partner has contributed the amount set forth opposite his name on Exhibit "A".

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:55
E. AUBREY COLLISON
CLERK

51928385

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CLERKS NOTATION
BEST COPY
AVAILABLE

b. Each Limited Partner shall be obligated to contribute to the Partnership an amount equal to his subscription as set forth on Exhibit "A". Except as stated herein, or otherwise provided by Maryland law, no General or Limited Partner shall have the obligation to make additional capital contributions.

6. The Limited Partner, or assignee thereof, shall have no right or privilege to sell, assign, or otherwise transfer all or any of his interest in the Partnership except to the extent permitted herein.

a. A limited Partner, or assignee thereof, may sell, assign, or otherwise transfer all or any of his interest in the Partnership, but only after obtaining the written consent of the General Partner, to a member of the transferor's immediate family, to inter vivos or testamentary trusts created or held for the benefit of the transferor's immediate family or to charitable, religious, scientific or educational organizations which are duly qualified as such under Section 501(c)(3) of the Code.

b. Except as provided in (a) above, no Limited Partner shall sell, assign or otherwise transfer any or all of his interest in the Partnership without: (i) obtaining the written consent of the General Partner, and (ii) giving notice to the Limited Partners of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Limited Partner desiring to make a sale, assignment or other transfer (the "Offering Partner") shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the Limited Partners shall have the option to accept the Offer by giving notice thereof to the Offering Partner. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one (1) Limited Partner desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in proportion to their respective existing interests in the Partnership, unless they agree otherwise. If the Limited Partners do not accept the offer as hereinabove provided, the General Partner may accept the Offer by giving the Offering Partner notice thereof within ten (10) days after expiration of the acceptance period granted to the Limited Partners. Any such purchase by the General Partner shall be closed within ninety (90) days after their acceptance of the Offer. If neither the Limited Partners nor the General Partner accept the Offer and close the purchase as provided above, then for ninety (90) days thereafter, the Offering Partner may sell, assign or otherwise transfer his interest in

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CLERKS NOTATION
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the Partnership to others at a sales price and upon other terms and conditions no less favorable to the Offering Partner than those set forth in the Offer. Copies of all notices required herein shall be sent to the General Partner.

c. Prior to consenting to any sale, assignment, or other transfer, the General Partner shall be assured that the vendee, assignee or other transferee is a financially responsible individual who understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others. The General Partner shall not consent to a sale, assignment, or other transfer of less than all of the interest of a Limited Partner, unless in the opinion of the General Partner, the Limited Partner's interest in the Partnership is large enough to be practically divided. The General Partner shall not consent to a sale, assignment, or other transfer unless, in the opinion of counsel acceptable to the General Partner, registration is not required under applicable Federal and State securities laws. The General Partner may, in his sole and absolute discretion, refuse to give his written consent to any sale, assignment or transfer for any reason.

7. The General Partner of the Partnership may transfer all or part of his interest in the Partnership and may appoint an additional or substitute General Partner but only with the prior consent of a majority in interest of the Limited Partners.

8. a. During the period August 1, 1981 to December 31, 1985, each item of Partnership income, gain, credit, loss or deduction shall be allocated one percent (1%) to the General Partner and ninety-nine percent (99%) to the Limited Partners on a pro-rata basis.

b. For Partnership fiscal years beginning January 1, 1986, each item of Partnership cash flow shall be first applied to complete wells already begun, and then allocated to the Partners (subject to section (c) below) in the following manner: ten percent (10%) to the General Partner and ninety percent (90%) to the Limited Partners on a pro-rata basis. At such time as the Limited Partners have been allocated cash distributions from any source in the amount of one hundred percent (100%) of their capital contributions to this Partnership (not including contributions from the escrow fund), the General Partner shall receive a management fee equal to approximately forty-five percent (45%) of the distributable cash flow of this Partnership and any future limited partnerships, if any, in addition to his ten percent (10%) equity interest. In no event shall the cash

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CLERKS NOTATION
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distributed to the General Partner, as his management fee and ten percent (10%) Partnership interest, exceed fifty percent (50%) of the distributable cash flow.

c. From August 1, 1981, to December 31, 1985, each item of Partnership cash flow will be retained by the Partnership. At least forty (40) days prior to December 31 the year end of each of the first five (5) years of the Partnership, the General Partner will provide each Limited Partner with a notice (i) indicating that a distribution of cash flow (if any) is to be made; (ii) reminding him that he is entitled to either present his units to the General Partner for cash purchase, or have his distributions reinvested in new properties of the Partnership or future limited partnerships; and (iii) advising him, that if he is exercising his repurchase option, to return the notice to the General Partner within ten (10) days.

9. Distributions shall be made on the same basis as allocations pursuant to paragraph 8. Distributions may be made at such time or times as the General Partner, subject to other provisions of this agreement, may, in his sole discretion, determine. Provided, however, that any amounts determined by the General Partner to be available for distribution shall be distributed at least annually within ninety (90) days after the close of the year of the Partnership.

Upon the dissolution and termination of the Partnership, the General Partner, or if there is none, a representative of the Limited Partners, shall liquidate the assets of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. First, to the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

b. Second, to the creation of any reserves which the General Partner or the representatives of the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the business and operation of the Partnership;

c. Third, to the payment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

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d. Fourth, the balance, if any, shall be allocated and distributed to the Partners in accordance with the balances in their respective capital accounts.

10. The Partnership shall terminate on December 31, 2005 unless sooner terminated as hereinafter provided.

11. The Partnership shall be dissolved and terminated and its business wound up upon the occurrence of any one of the following events:

a. The death, incompetency, withdrawal, liquidation, dissolution or bankruptcy of the General Partner;

b. The expiration, sale or disposition or abandonment of all or substantially all of the Partnership's properties;

c. The joint determination of the General Partner and a majority in interest of the Limited Partners that the Partnership should be dissolved;

d. Any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.

12. Notwithstanding the above listed events, the Partnership shall not be dissolved and terminated and its business shall be continued pursuant to the terms and conditions of the Partnership Agreement if, within ninety (90) days after the occurrence of any of the events referred to above, all the Limited Partners shall elect in writing to continue the business of the Partnership and, if necessary, shall designate one or more persons or entities to be substituted as General Partner(s), provided that such determination and designation(s), shall be approved, in writing, by the remaining General Partner(s), if any. In the event that the Limited Partners so elect to continue the business of the Partnership, the new General Partner(s) shall succeed to all of the powers, privileges and obligations of the former General Partner(s) hereunder, and the interest in the Partnership of the former General Partner(s) shall become a Limited Partner's interest hereunder.

13. The Partnership elects to be bound by the Act before July 1, 1985. This Certificate shall govern to the extent it is inconsistent with the prior Agreement and Certificate of Limited Partnership.

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CLERKS NOTATION
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IN WITNESS WHEREOF, the parties have hereto set their signatures and seals as of the day and year first above written.

GENERAL PARTNER:

Arthur P. D'Aoust

LIMITED PARTNERS:

By: _____
Arthur P. D'Aoust
attorney-in-fact for each
of the Limited Partners
listed on Exhibit "A"
attached hereto

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CLERKS NOTATION
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	TAX ID#	INITIAL	YTD	CUMUL
ARTHUR P. D'AOUST GENERAL PARTNERSHIP PO BOX 220 CHURCHTON MD 20733	179-22-8916 BOOK 24 PAGE 221	0.00	0.00 001870	182 PAGE 201
RUFUS S. BOWDEN II 32 HOLLIS STREET NEWTON MA 02158	414-72-3334	22,750.00	0.00	0.00
E. RICHARD CHALFANT 12201 MT. PLEASANT DRIVE LAUREL MD. 20811	190-30-6351	23,542.30	0.00	0.00
DAVID COHEN AND CARLA F. COHEN JT 1322 HOLLY STREET N.W. WASHINGTON D.C. 20012	166-28-3480	16,732.67	0.00	0.00
MARK A. CROFT AND PATRICIA W. CROFT JT 7890 ROUTE 32 COLUMBIA MD. 21044	311-50-6126	15,430.46	0.00	0.00
MS. BILLIE ECKARD 6316 CARNEGIE DRIVE BETHESDA MD 20034	234-26-4742	24,228.81	0.00	0.00
MRS. PAMELA G. EDWARDS 14922 GLOSTER STREET CHANNELVIEW TEXAS 77530	456-94-9774	23,344.98	0.00	0.00
MS. MAXINE E. FACCA 5012 KING DAVID BLVD ANNANDALE VA 22003	543-34-0971	15,409.53	0.00	0.00
JOSEPH P. GANNON AND ANN M. GANNON JT 5510 LINCOLN STREET BETHESDA MD. 20034	169-28-6463	15,167.00	0.00	0.00
EDWIN B. GROSS 9207 HAMILTON DRIVE FAIRFAX VA. 22031	090-22-4189	15,694.19	0.00	0.00
STANLEY W. HANLEY AND ROYCE O. HANLEY JT P.O. BOX 822 ELDERSBURG MD. 21784	096-34-5299	23,593.39	0.00	0.00
JOHN K. HARTNACK AND KAREN R. HARTNACK JT 300 BROWNCLIFF LEWISVILLE TEXAS 75067	156-48-0366	45,844.92	0.00	0.00

LIMITED PARTNERS

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J. THOMAS HICKMAN AND CAROLYN H. HICKMAN JT 10 JASMINE COURT ROCKVILLE MD. 20853	578-44-0762	15,743.37	0.00	0.00
JACK H. HIRRLINGER AND TWYLA J. HIRRLINGER JT 735 APPOMATTOX ROAD DAVIDSONVILLE MD. 21035	577-44-6881	51,536.89	0.00	0.00
MRS. JULIE ANN JOHNSON 515 RIDGELY AVENUE ANNAPOLIS MD. 21401	353-34-9551	16,822.75	0.00	0.00
EUGENE T. KLEIN AND CAMILLE S. KLEIN JT 9459 SHOUSE DRIVE VIENNA VIRGINIA 22180	025-36-1100	23,762.34	0.00	0.00
FELIX H. LINDSAY AND HELEN H. LINDSAY JT 1444 S. GREENBRIER ST. ARLINGTON VIRGINIA 22206	433-05-9291	15,647.18	0.00	0.00
HOWARD I. MC DEVITT JR. 2120 OWLS COVE LANE RESTON VIRGINIA 22091	220-36-4838	22,750.00	0.00	0.00
ROBERT H. MAIER AND MARGARET B. MAIER JT 12140 STIRRUP ROAD RESTON VIRGINIA 22091	333-30-9907	23,352.52	0.00	0.00
JIMMY I. MOORE AND PATRICIA K. MOORE JT 715 SHADOWGLEN CHANNELVIEW TEXAS 77530	460-74-6757	46,645.87	0.00	0.00
RICHARD E. OLMER AND CANDACE C. OLMER JT 10076 CAPE ANN DRIVE COLUMBIA MD. 21046	219-42-2209	19,845.41	0.00	0.00
RONALD S. ONTKO AND CAROL ONTKO JT 13406 BRIAR PATH LANE SILVER SPRING MD. 20906	387-26-5409	16,070.59	0.00	0.00
MARJORIE M. PAUL 11621 HITCHING POST LANE ROCKVILLE MD. 20852	230-44-8064	15,285.39	0.00	0.00

BOOK 24 PAGE 222

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182 PAGE 202

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RICHARD M. PETROS AND EILEEN S. PETROS JT 13916 VISTA DRIVE ROCKVILLE MD. 20853	301-22-2518	23,995.13	0.00	0.00
ARTHUR D. ROBBINS AND JAYNE W. ROBBINS JT 5 JASMINE COURT ROCKVILLE MD. 20853	024-16-7128	24,456.66	0.00	0.00
DONALD E. SANTARELLI 504 DUKE STREET ALEXANDRIA VA. 22314	194-28-7551	23,196.06	0.00	0.00
H. PAUL SCHLACKS 1124 FAIR OAKS OAK PARK ILLINOIS 60302	350-26-0797	45,500.00	0.00	0.00
MRS. LORE K. SCHNEIDER 6212 NORTH 31ST STREET ARLINGTON VIRGINIA 22207	415-42-7474	23,563.27	0.00	0.00
LAWRENCE STRAUS 5626 NORTH 26TH STREET ARLINGTON VIRGINIA 22207	182-12-2731	24,456.66	0.00	0.00
JOHN VELIS 8204 MOORLAND LANE BETHESDA MARYLAND 20817	578-18-7516	18,322.06	0.00	0.00
GERALD J. WALKER AND CHRISTINE B. WALKER JT 2020 PEPPERMINT COURT RESTON VIRGINIA 22091	524-46-0838	23,563.27	0.00	0.00
CHARLES WEIDENFELLER AND ELEANOR V. WEIDERFELLER JT 6 JAMES SPRING COURT ROCKVILLE MD. 20850	099-32-3932	15,200.00	0.00	0.00
ROBERT R. WEIGERT 928 CLINTWOOD DRIVE SILVER SPRING MD. 20902	049-34-6211	15,166.00	0.00	0.00
R. GARROW WESSENDORFF 17327 CLUB HILL DRIVE DALLAS TEXAS 75248	452-36-7887	15,166.00	0.00	0.00
THEODORE T. WEYANDT JR. EMELYN M. WEYANDT 2241 N. VERMONT STREET ARLINGTON VA. 22207	223-66-8985	22,750.00	0.00	0.00
PETER A. ZERHUSEN AND CECELIA ZERHUSEN JT 12554 INDIAN HILL DR SYKESVILLE MD 21784	218-46-6335	15,303.49	0.00	0.00

BOOK 24 PAGE 223

001872

182 PAGE 203

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CLERKS NOTATION
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BOOK 24 PAGE 224

001873

Book 182 - Page 203-A

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Certificate of Amendment

05

1B

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO. DAY YEAR
10:07	7-11-85

52

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ✓ APPROVED BY A

oldie
make card

Blue Ridge Gas + Oil Associates
11820 Parklawn Drive
Suite 300
Rockville, Md 20852

1985 JUL 11 A 10:07

0000 0215

182 PAGE 204

CLERKS NOTATION
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BOOK 24 - 225

CERTIFICATE OF AMENDMENT
OF
BLUE RIDGE GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:07 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

10

RECORDED IN LIBER 2733, FOLIO 001863 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M196110

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 181064

CLERKS NOTATION
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AVAILABLE

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OVERLOOK MOUNTAIN GAS AND OIL ASSOCIATES

182 PAGE 205

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP made as of the 28th day of June, 1985 by and among the undersigned General Partner and those other persons signing this Certificate as Limited Partners and whose names and addresses are set forth in Exhibit A hereto (the "Limited Partners").

WHEREAS, Overlook Mountain Gas and Oil Associates (the "Partnership") was formed as a limited partnership in the State of Maryland on Dec. 26, 1979;

WHEREAS, the parties wish to amend the Certificate to reflect the election to be bound by the Maryland Revised Uniform Limited Partnership Act (the "Act").

NOW, THEREFORE, the Certificate shall be as follows:

1. The name of the Partnership shall be OVERLOOK MOUNTAIN GAS AND OIL ASSOCIATES LIMITED PARTNERSHIP.

2. The purpose for which the Partnership is formed is to acquire full and partial interests in oil, gas and mineral leases and unleased oil, gas and mineral rights, fee rights, permits, reservations, working interests or contractual rights authorizing the holder to drill for and reduce to possession oil, gas and other minerals or options to obtain same in oil, gas and mineral properties within or without the State of Maryland. The Partnership shall engage primarily in the production, processing, transportation and sale of oil, gas and other products from such properties.

3. The principal office of the Partnership shall be P.O. Box 220, Churchton, Maryland 20733. The resident agent shall be Arthur P. D'Aoust whose address is 4760 Bayfields Road, Harwood, Maryland 20776.

4. The name, address and designation of each partner are shown on Exhibit "A" attached hereto.

5. a. The General Partner has contributed the amount set forth opposite his name on Exhibit "A".

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:55
E. AUBREY COLLISON
CLERK

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CLERKS NOTATION
BEST COPY
AVAILABLE

b. Each Limited Partner shall be obligated to contribute to the Partnership an amount equal to his subscription as set forth on Exhibit "A". Except as stated herein, or otherwise provided by Maryland law, no General or Limited Partner shall have the obligation to make additional capital contributions.

6. The Limited Partner, or assignee thereof, shall have no right or privilege to sell, assign, or otherwise transfer all or any of his interest in the Partnership except to the extent permitted herein.

a. A limited Partner, or assignee thereof, may sell, assign, or otherwise transfer all or any of his interest in the Partnership, but only after obtaining the written consent of the General Partner, to a member of the transferor's immediate family, to inter vivos or testamentary trusts created or held for the benefit of the transferor's immediate family or to charitable, religious, scientific or educational organizations which are duly qualified as such under Section 501(c)(3) of the Code.

b. Except as provided in (a) above, no Limited Partner shall sell, assign or otherwise transfer any or all of his interest in the Partnership without: (i) obtaining the written consent of the General Partner, and (ii) giving notice to the Limited Partners of his intention or desire to make a sale, assignment or other transfer. Such notice (the "Offer") from the Limited Partner desiring to make a sale, assignment or other transfer (the "Offering Partner") shall set forth a sales price and all other terms and conditions of the proposed sale, assignment or transfer, with the names and addresses of the purchaser (if applicable). For a period of thirty (30) days after such notice is given, the Limited Partners shall have the option to accept the Offer by giving notice thereof to the Offering Partner. The purchase shall be closed not more than ninety (90) days after the acceptance of the Offer. If more than one (1) Limited Partner desires to accept the Offer and purchase such interest, they shall be entitled to acquire such interest in proportion to their respective existing interests in the Partnership, unless they agree otherwise. If the Limited Partners do not accept the offer as hereinabove provided, the General Partner may accept the Offer by giving the Offering Partner notice thereof within ten (10) days after expiration of the acceptance period granted to the Limited Partners. Any such purchase by the General Partner shall be closed within ninety (90) days after their acceptance of the Offer. If neither the Limited Partners nor the General Partner accept the Offer and close the purchase as provided above, then for ninety (90) days thereafter, the Offering Partner may sell, assign or otherwise transfer his interest in the Partnership to others at a sales price and upon other

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CLERKS NOTATION
BEST COPY
AVAILABLE

terms and conditions no less favorable to the Offering Partner than those set forth in the Offer. Copies of all notices required herein shall be sent to the General Partner.

c. Prior to consenting to any sale, assignment, or other transfer, the General Partner shall be assured that the vendee, assignee or other transferee is a financially responsible individual who understands the nature of the Partnership and intends to take and hold the interest transferred for investment for his own account and not for resale to others. The General Partner shall not consent to a sale, assignment, or other transfer of less than all of the interest of a Limited Partner, unless in the opinion of the General Partner, the Limited Partner's interest in the Partnership is large enough to be practically divided. The General Partner shall not consent to a sale, assignment, or other transfer unless, in the opinion of counsel acceptable to the General Partner, registration is not required under applicable Federal and State securities laws. The General Partner may, in his sole and absolute discretion, refuse to give his written consent to any sale, assignment or transfer for any reason.

7. The General Partner of the Partnership may transfer all or part of his interest in the Partnership and may appoint an additional or substitute General Partner but only with the prior consent of a majority in interest of the Limited Partners.

8. At the end of the year of the Partnership, each item of Partnership income, gain, loss, deduction or credit for each year shall be allocated as follows: (a) ten percent (10%) to the General Partner, and (b) ninety percent (90%) to the Limited Partners on a pro-rata basis; provided, that the Limited Partnership shall be allocated one hundred percent (100%) of the Partners' intangible drilling and development costs (within the meaning of Section 263(c) of the Code). At such time as the Limited Partners have received cash distributions in the aggregate amount of $650,100 reduced by one hundred ten percent (110%) of the amount, if any, by which the initial capital contributions of the Limited Partners are below $591,000, at the end of the year for the Partnership, each item of Partnership income, gain, loss, deduction or credit for each year shall be allocated as follows: fifty percent (50%) to the General Partner and fifty percent (50%) to the Limited Partners on a pro-rata basis.

9. Distributions shall be made on the same basis as allocations pursuant to paragraph 8. Distributions may be made at such time or times as the General Partner, may, in his sole discretion, determine. Provided, however, that any amounts determined by the General Partner to be available for

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distribution shall be distributed at least annually within ninety (90) days after the close of the year of the Partnership.

Upon the dissolution and termination of the Partnership, the General Partner, or if there is none, a representative of the Limited Partners, shall liquidate the assets of the Partnership. The proceeds of such liquidation shall be applied and distributed in the following order of priority:

a. First, to the payment of the debts and liabilities of the Partnership (other than any loans or advances that may have been made by any of the Partners to the Partnership) and the expenses of liquidation;

b. Second, to the creation of any reserves which the General Partner or the representatives of the Limited Partners may deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the business and operation of the Partnership;

c. Third, to the payment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof; and

d. Fourth, the balance, if any, shall be allocated and distributed to the Partners in accordance with the balances in their respective capital accounts.

10. The Partnership shall terminate on December 31, 2004 unless sooner terminated as hereinafter provided.

11. The Partnership shall be dissolved and terminated and its business wound up upon the occurrence of any one of the following events:

a. The death, incompetency, withdrawal, liquidation, dissolution or bankruptcy of the General Partner;

b. The expiration, sale or disposition or abandonment of all or substantially all of the Partnership's properties;

c. The joint determination of the General Partner and a majority in interest of the Limited Partners that the Partnership should be dissolved;

CLERKS NOTATION
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d. Any other event resulting in the dissolution or termination of the Partnership under the laws of the State of Maryland.

12. Notwithstanding the above listed events, the Partnership shall not be dissolved and terminated and its business shall be continued pursuant to the terms and conditions of the Partnership Agreement if, within ninety (90) days after the occurrence of any of the events referred to above, all the Limited Partners shall elect in writing to continue the business of the Partnership and, if necessary, shall designate one or more persons or entities to be substituted as General Partner(s), provided that such determination and designation(s), shall be approved, in writing, by the remaining General Partner(s), if any. In the event that the Limited Partners so elect to continue the business of the Partnership, the new General Partner(s) shall succeed to all of the powers, privileges and obligations of the former General Partner(s) hereunder, and the interest in the Partnership of the former General Partner(s) shall become a Limited Partner's interest hereunder.

13. The Partnership elects to be bound by the Act before July 1, 1985. This Certificate shall govern to the extent it is inconsistent with the prior Agreement and Certificate of Limited Partnership.

IN WITNESS WHEREOF, the parties have hereto set their signatures and seals as of the day and year first above written.

GENERAL PARTNER:

Arthur P. D'Aoust

LIMITED PARTNERS:

By: _____
Arthur P. D'Aoust
attorney-in-fact for each
of the Limited Partners
listed on Exhibit "A"
attached hereto

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BOOK 24 PAGE 231

182 PAGE 210

001861

	TAX ID#	INITIAL	YTD	CUMUL
ARTHUR P. D'AOUST GENERAL PARTNERSHIP PO BOX 220 CHURCHTON MD 20733	179-22-8916	0.00	680.00	
JOHN WELCH ADAMS 1435 GILLASPIE DRIVE BOULDER COLO 80303	259-46-9529	13,133.00	453.32	1,119.98
THOMAS J. BEVANS 2829 SOUTHVIEW ROAD ELLICOTT CITY MD 21043	213-28-6324	13,133.00	453.32	1,119.98
CHARLES S. FAMA AND MARIE FAMA JT 306 ROOSEVELT CT. N.E. VIENNA VA 22180	067-24-5189	19,700.00	680.00	1,680.00
ROBERT P. HIGGINS AND GWENDOLYN HIGGINS JT 2821 OAKTON MANOR COURT OAKTON VA 22124	521-36-5001	19,700.00	680.00	1,680.00
PATRICK W. LEE 9705 GEORGETOWN PIKE GREAT FALLS VA 22066	505-42-7111	9,850.00	340.00	840.00
RAYMOND B. MANNING AND LILLY MANNING JT 2401 JACKSON PARKWAY VIENNA VA 22180	263-50-1036	29,550.00	1,020.00	2,520.00
WILMA NESLEY 4032 MOSS PLACE ALEXANDRIA VA 22304	410-24-4939	29,550.00	1,020.00	2,520.00
BERYL A. RADIN 3738 ALBEMARLE ST. N.W. WASHINGTON D.C. 20016	504-36-9666	9,850.00	340.00	840.00
DAVID L. RUBIN 4208 BRIARS ROAD OLNEY MD 20832	008-36-3509	9,850.00	340.00	840.00
DR. FRANK R. SHANE 77003 EDEN ROC WAY BALTIMORE MD 21208	217-48-6790	13,133.00	453.32	1,119.98
WARREN K. SHELLEY R.R.1 BOX 199 FORKSVILLE PA 18616	578-03-7972	9,850.00	340.00	840.00

LIMITED PARTNERS

0000 8222

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BOOK 24 PAGE 232

001862

Book No. 182 Page 210-A

NAME OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Certificate of Amendment

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16

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 10:06 MO. DAY YEAR 7 - 11 - 85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY A

52

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make card

Overlook Mountain Gas
and Oil Associates
11820 Parklawn Dr.
Suite 300
Rockville, Md 20852

1985 JUL 11 A 10:06

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182 PAGE 2

CLERKS NOTATION
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BOOK 24 PAGE 233

CERTIFICATE OF AMENDMENT
OF
OVERLOOK MOUNTAIN GAS AND OIL ASSOCIATES LIMITED PARTNER

SHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 11, 1985 AT 10:06 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2733, FOLIO 001855 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

N1961093

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 181063

CLERKS NOTATION
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BOOK 24 PAGE 234

001509

MELWOOD JUNCTION ASSOCIATES
LIMITED PARTNERSHIP

VOL 182 PAGE 212

CERTIFICATE OF AMENDMENT

This Certificate of Amendment is made this 27th day of June 1985

and executed by the sole general partner.

WHEREAS: Certain parties formed a limited partnership known as "Melwood Junction Associates" and the Certificate of Limited Partnership was recorded by the Clerk of the Circuit Court of Prince Georges County, Maryland on October 24, 1979 at Liber 187 Page 1.

WHEREAS The purpose of this amendment is to comply with the new uniform limited partnership act and to elect to be bound thereby.

NOW THEREFORE, The limited partnership and the undersigned hereby elects to be bound by the Maryland Revised Uniform Limited Partnership Act prior to the effective date thereof, (as to this partnership) of July 1, 1985 and pursuant to such election, the certificate is hereby and herein restated as necessary to provide the information required to be set forth in a certificate as provided by Section 10-201 (a) of the said uniform act.

FORMAT. The following part numbers conform to the numbers in Section 10-201 (a) of the said Act.

PART 1. - NAME: The name of the partnership is hereby changed from " Melwood Junction Associates" to MELWOOD JUNCTION ASSOCIATES LIMITED PARTNERSHIP

PART 2. - PURPOSE: The Partnership was formed to purchase a certain proposed sub-division known as Melwood Junction consisting of approximately 42 acres and to make certain improvements and to sell the same.

PART 3. - PRINCIPAL OFFICE AND RESIDENT AGENT: The principal office and resident agent are as follows:

Bernard E. Mahon
4898 Anchors Way
Galesville, Md. 20765

The resident agent is a resident and citizen of Maryland and resides at the place of the principal office as above.

PART 4 - PART 5. - NAMES, ADDRESSES AND AGREED CONTRIBUTION
The above information is as follows:

Bernard E. Mahon, General Partner 4898 Anchors Way, Galesville, Md	1%	$ 20.00
Lawrence A. Goldstein, Limited Partner 9205 Pinehurst Drive Ft. Washington, Md. 20744	35%	19,000.00
Bernard E. Mahon, Limited Partner (same as above)	64%	13,580.00
Total	100%	32,600.00

There has been no agreement to make further future contributions

CIRCUIT COURT A.A. COUNTY

1986 JAN 31 AM 10:55

E. AUBREY COLLISON
CLERK

51828573

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CLERKS NOTATION
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PART 6. - ADDITIONAL CONTRIBUTIONS: There are no agreements to make additional contributions with respect to either limited or general partners, that have not already been fulfilled by 1980.

PART 7. - ASSIGNMENT OF INTEREST: There is no prohibition against the assignment of a limited partnership interest but a substitution requires unanimous consent of all partners in writing. The General Partner cannot assign his interest.

PART 8. - WITHDRAWAL: The limited partner has an option of becoming the General Partner and continuing the business upon the death, retirement, insanity or bankrupcy of the General Partner. There is no provision for distribution of capital contribution upon such an event.

PART 9. - DISTRIBUTIONS: There is no priority of any limited partner over other limited partners as to compensation or contributions. There is no right to receive distributions but such distributions, if made, shall be in the same ratio as the respective percentage of partnership interest, to wit:

Bernard E. Mahon, General Partner	1%
Lawrence A. Goldstein, Limited Partner	35%
Bernard E. Mahon, Limited Partner	64%

PART 10. - RETURN OF CAPITAL: The balance of the partners capital account shall be returned at the time of dissolution of the partnership unless otherwise mutually agreed upon in writing.

PART 11. - DISSOLUTION: The term of the partnership is ten years from July 31, 1979 unless sooner terminated by reason of the sale of all the property of the partnership or the death, bankrupcy, or incapacity of the General Partner.

PART 12. - ELECTION TO CONTINUE: See Part 8, "Withdrawal" which provides for an election in the limited partner.

PART 13. - OTHER:

1. Additional partners can be admitted upon unanimous consent.
2. The subject matter of the partnership is a parcel located at 7000 Woodyard Road in the Melwood section of Prince Georges County, Maryland

IN WITNESS WHEREOF, The sole General Partner hereupon affixes his signature and seal on the day first above written.

GENERAL PARTNER

Bernard E Mahon (Seal)
Bernard E. Mahon

CLERKS NOTATION
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BOOK 24 PAGE 236 001514

Book 182 - Page 213-1

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Cert of Amdt

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10

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 10:10 NO. DAY YEAR 7/1/85

	CRG. & CAP. RES.	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
8	OTHER 1-cc	2
58	TOTAL CASH ☐ CHECK ☑	APPROVED BY

(52)

older - make card

Bernard Mahon
4898 Anchors Way
Galesville, Md 20765

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182 PAGE 214

CLERKS NOTATION
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AVAILABLE

BOOK 24 PAGE 237

CERTIFICATE OF AMENDMENT
OF
MELWOOD JUNCTION ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 01, 1985 AT 10:10 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

3

RECORDED IN LIBER 2733, FOLIO 001508 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1960145

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL 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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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CLERKS NOTATION
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18

OWEN-SHIELDS LIMITED PARTNERSHIP
AMENDMENT OF THE CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP 182 PAGE 215

THIS AMENDMENT of the Certificate and Agreement of Limited Partnership of Owen-Shields Limited Partnership is entered into as of the 27th day of June, 1985, by and among Barbara Ann Shields, an individual, as general partner (the "General Partner"), Robert L. Owen, an individual (the "Withdrawing General Partner"), Sara F. Owen and Robert L. Owen, joint tenants (the "Withdrawing Limited Partners") and Barbara Ann Shields and Robert G. Shields, joint tenants, as limited partners (the "Limited Partners").

Owen-Shields Limited Partnership (the "Partnership") was organized in accordance with the Maryland Revised Uniform Limited Partnership Act, Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland, by the filing of the Certificate of Limited Partnership ("Certificate") with the Dept. of Assessment and Taxation (the "Department") on April 26, 1983, which Certificate was amended on August 1, 1984 by the filing with the Department of an amendment to the Certificate. Robert L. Owen wishes to withdraw from the Partnership as a general partner and a limited partner thereof and Sara F. Owen wishes to withdraw from the Partnership as a limited partner thereof. In connection with this withdrawal from the Partnership ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) of the capital which Sara F. Owen and Robert L. Owen contributed to the Partnership shall be returned to them.

NOW THEREFORE the parties hereto agree as follows:

1. Paragraph 4 of both the Certificate and the Limited Partnership Agreement of the Partnership ("Agreement") are amended to read as follows:

4. Names and Addresses of Partners.

a. The name, place of residence and partnership interest of the General Partner of the Partnership is as follows:

Barbara Ann Shields
1 Carlisle Drive
Arnold, Maryland 21012
Partnership Interest - 2%

b. The name, place of residence and partnership interest of the limited partners are as follows:

Barbara Ann Shields and
Robert G. Shields, joint tenants
1 Carlisle Drive
Arnold, Maryland 21012
Partnership Interest - 98%

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CIRCUIT COURT A.A. COUNTY

1986 JAN 31 AM 10:55

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E. AUBREY COLLISON
CLERK

CLERKS NOTATION
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000317
VOL 182 PAGE 216

2. Paragraph 8 of the Agreement shall be amended to read as follows:

8. General Partners, Ownership and Profits and Losses.

The General Partner shall have a 2% interest in the assets and profits and losses of the Partnership.

3. Paragraph 9 of the Agreement shall be amended to read as follows:

9. Limited Partners, Ownership and Profits and Losses:

The Limited Partners shall have a 98% interest in the assets and profits and losses of the Partnership.

4. From and after the date hereof Barbara Ann Shields shall be the sole General Partner of the Partnership and shall have all the rights, interests, benefits and duties of a general partner in the Partnership.

5. From and after the date hereof Barbara Ann Shields and Robert G. Shields, joint tenants, shall have all the rights, interests, benefits and duties of limited partners in the Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Certificate and Agreement of Limited Partnership of Owen-Shields Limited Partnership as of the day and year first above written.

WITNESS:

Robert G. Shields

GENERAL PARTNER:

Barbara Ann Shields (SEAL)
Barbara Ann Shields

WITHDRAWING GENERAL PARTNER:

Robert L. Owen (SEAL)
Robert L. Owen

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CLERKS NOTATION
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BOOK 24 PAGE 240

LIMITED PARTNERS:

182 PAGE 217

WITNESS:

Barbara Ann Shields (SEAL)
Barbara Ann Shields

Robert G. Shields (SEAL)
Robert G. Shields

WITHDRAWING LIMITED PARTNERS:

Sara F. Owen (SEAL)
Sara F. Owen
By Robert L. Owen Jr. Atty.

Robert L. Owen (SEAL)
Robert L. Owen

STATE OF Maryland)
:ss.:
COUNTY OF Anne Arundel)

On this First day of July, 1985, before me personally came Barbara Ann Shields, residing at 1 Carlisle Drive, Arnold, Maryland 21012, known to me, who acknowledged that she executed the foregoing instrument for the uses and purposes therein stated.

My commission expires 7-1-86

Merle F. Maffin
Notary Public

ANNE ARUNDEL COUNTY, MD. NOTARY PUBLIC MERLE F. MAFFIN

STATE OF Maryland)
:ss.:
COUNTY OF Anne Arundel)

On this First day of July, 1985, before me personally came Robert L. Owen, residing at P.O. Box 8931, Orlando, Florida 32856, known to me, who acknowledged that he executed the foregoing instrument for the uses and purposes therein stated.

Merle F. Maffin
Notary Public

ANNE ARUNDEL COUNTY, MD. NOTARY PUBLIC MERLE F. MAFFIN

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CLERKS NOTATION
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Book 182 - Page 218-A

BOOK 24 PAGE 241

000319

STATE OF Maryland)
:ss.:
COUNTY OF Anne Arundel)

On this First day of July, 1985, before me personally came Robert G. Shields, residing at 1 Carlisle Drive, Arnold, Maryland 21012, known to me, who acknowledged that he executed the foregoing instrument for the uses and purposes therein stated.

Merle F. Maffei
Notary Public

MERLE F. MAFFEI NOTARY PUBLIC ANNE ARUNDEL COUNTY

STATE OF Maryland)
:ss.:
COUNTY OF Anne Arundel)

On this First day of July, 1985, before me P.O. BOX 8931 ORLANDO, ~~1495 Ritchie Highway, Arnold,~~ FLA. personally came ~~Sara F. Owen,~~ * residing at ~~Maryland 21012~~, known to me, who acknowledged that she executed the foregoing instrument for the uses and purposes therein stated.

Merle F. Maffei
Notary Public

MERLE F. MAFFEI NOTARY PUBLIC ANNE ARUNDEL COUNTY

* ROBERT L. OWEN as attorney in fact for Sara F. Owen

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BOOK 24 PAGE 242

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182 PAGE 218

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

L.H.

TIME	MO.	DAY	YEAR
10:22	7	11	85

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	RECORDING FEE
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	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY A

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1985 JUL 11 P 12:2

Return

EXAMINERS TITLE CO., INC.
113 CATHEDRAL STREET
ANNAPOLIS, MD 21401

0000 0233

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182 PAGE 219

BOOK 24 PAGE 243

CERTIFICATE OF AMENDMENT

OF

OWEN-SHIELDS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND July 11, 1985 AT 10:22 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

5

RECORDED IN LIBER 2735, FOLIO 000315, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$	$ 50.00	$

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL 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.

DJMD

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

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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CLERKS NOTATION
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182 PAGE 220

C/E CANTERBURY ASSOCIATES LIMITED PARTNERSHIP
CERTIFICATE OF AMENDMENT

WHEREAS, Canterbury Associates was formed as a Maryland limited partnership pursuant to a Certificate of Limited Partnership filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland, and was continued as a limited partnership under the Maryland Uniform Limited Partnership Act, pursuant to that certain Amended and Restated Limited Partnership Certificate and Agreement of Limited Partnership ("the Partnership Agreement") dated December 29, 1981, a copy of which is attached hereto as Exhibit 1, which was filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland in Volume 15, page 315; and

WHEREAS, the partners wish to amend the Partnership Agreement in order to comply with the provisions of the Maryland Revised Uniform Limited Partnership Act;

NOW, THEREFORE, Arthur W. Edwards, one of the general partners of Canterbury Associates, certifies as follows:

1. The name of the partnership shall be C/E Canterbury Associates Limited Partnership.

2. The principal office of the partnership shall be 410 Severn Avenue, Suite A-301, Annapolis, Maryland 21403, and the resident agent shall be Arthur W. Edwards at that same address.

3. The name and address of each partner is:

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CIRCUIT COURT A.A. COUNTY
1986 JAN 31 AM 10:58
E. AUBREY POLLISON
CLERK

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General Partners

Arthur W. Edwards — 6 Norwood Road, Annapolis, Maryland 21401

Frederic F. Case — 7404 Summit Avenue, Chevy Chase, Maryland 20815

Limited Partners

Ira Levenshon — c/o Levenshon & Company, 1110 Brickell Avenue, Suite 800, Miami, Florida 33131

Guinter Kahn — c/o Levenshon & Company, 1110 Brickell Avenue, Suite 800, Miami, Florida 33131

Sol Stiss — c/o Levenshon & Company, 1110 Brickell Avenue, Suite 800, Miami, Florida 33131

4. In all other respects, the Partnership Agreement shall remain in full force and effect.

5. C/E Canterbury Associates Limited Partnership elects to be bound by the Maryland Revised Uniform Limited Partnership Act before July 1, 1985.

WITNESS the following signature this 27 day of June, 1985.

Arthur W. Edwards

CLERKS NOTATION
BEST COPY
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BOOK 24 PAGE 246 002449
VOL 182 PAGE 222

CANTERBURY ASSOCIATES LIMITED PARTNERSHIP
AMENDED AND RESTATED LIMITED PARTNERSHIP
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

WHEREAS, Canterbury Associates Limited Partnership ("the Partnership") was formed as a Maryland limited partnership pursuant to a Certificate of Limited Partnership and agreement dated January 9, 1981 and filed for recording on November 18, 1981 with the Recorder of Deeds, Sussex County, Delaware (86/207) and filed with the Clerk of Court, Anne Arundel County, Maryland on November 20, 1981 (15/198), by and between Arthur W. Edwards and Frederic F. Case as General Partners and as (original) Limited Partners; and

WHEREAS, the undersigned now desire to amend and restate certain provisions of said Certificate and agreement to enable the Partnership to admit new limited partners, to provide for the withdrawal of Arthur W. Edwards and Frederic F. Case as (original) limited Partners and to set out in restated form and more fully certain of the rights, obligations and duties of the General Partner and the Limited Partners;

RECORD FEE 36.00
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#01915 C040 R01 T13:38
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NOW, THEREFORE, it is hereby certified and agreed that the Certificate of Limited Partnership and agreement of Canterbury Associates as presently in effect is amended and restated in its entirety as follows:

1. The name of the Partnership is Canterbury Associates Limited Partnership. The undersigned hereby continue the

1981 DEC 30 PM 1:39

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EXHIBIT 1

CLERKS NOTATION
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Partnership as a limited partnership under the Uniform Limited Partnership Acts of the States of Maryland and Delaware.

2. The business of the Partnership is to acquire, hold, invest in, construct, develop, improve, maintain, operate, lease, dispose of, and otherwise deal with real property for the principal purpose of providing housing for moderate and low income families and individuals.

3. The location of the principal place of business of the Partnership is 20 Ridgley Avenue, Suite 103, Annapolis, Maryland 21401. The registered office in the State of Delaware is located at 8 East Market Street, Georgetown, Sussex County 19947. The requested agent thereat is Maull & Maull, P.A.

4. The name and place of residence and interest of each general and limited partner is:

GENERAL PARTNERS	ADDRESS	INTEREST
Frederic F. Case	7404 Summit Avenue Chevy Chase, Maryland 20015	2-1/2%
Arthur W. Edwards	Six Norwood Road Annapolis, Maryland 21401	2-1/2%
LIMITED PARTNERS		
Ira Levenshon		38%
Guinter Kahn		38%
Sol Stiss		19%

5. The term for which the Partnership is to exist is from January 9, 1981, until its dissolution on December 31, 2060.

CLERKS NOTATION
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6. Each of the limited partners contributed to the Partnership cash or property, or both, in the amount set opposite his name:

Ira Levenshon	$20,400.00
Guinter Kahn	20,400.00
Sol Stiss	10,200.00

7. The limited partners shall hereafter agree to make additional contributions of cash upon the happening of specific events, in the maximum aggregate amount of $132,000.00.

8. The contribution of each limited partner is to be returned to him upon the dissolution of the partnership.

9. The share of the profits or other compensation by way of income which each limited partner shall receive by reason of his contribution is as follows:

Ira Levenshon	38%
Guinter Kahn	38%
Sol Stiss	19%

10. No limited partner has the right to substitute an assignee as contributor in his place except with the consent of the general partners.

11. The partners have been given no right to admit additional limited partners.

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

CLERKS NOTATION
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13. The remaining general partner or partners have been given the right to continue the business on the death, retirement or insanity of a general partner.

14. This entire Agreement is subject to the right of the Farmers Home Administration of the United States Department of Agriculture to refuse to allow the voluntary dissolution or transfer of Partnership interests with respect to this limited partnership and such act of transfer, addition or substitution shall be invalid and void unless prior written consent of the Farmers Home Administration is granted. This consent is to be required until such time as all obligations by this Partnership to the Farmers Home Administration are complete and a satisfacton has been properly recorded in the appropriate records of Anne Arundel County, Maryland and Sussex County, Delaware. The above noted requirement of consent by Farmers Home Administration shall not be required for the addition or substitution of limited partners whose interest is less than ten percent (10%).

15. This Amended and Restated Limited Partnership Certificate and agreement of limited partnership may be amended with the consent of all the general and limited partners; provided, however, that no amendment may directly or indirectly diminish or adversely affect the rights, interests and security of the Farmers Home Administration of the United States Department of Agriculture under any of the instruments executed by

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the Partnership for its benefit, including the Security Agreement, or to the mortgaged property.

16. The Managing General Partner shall, without delay, file for recording this Agreement and any and all amendments to this Agreement, and any certificate and any and all amendments to any certificate, required by law to be filed and recorded hereafter for any reason, in such office or offices as are required under the laws of the State of Maryland. The Managing General Partner shall also promptly register the Partnership under an assumed or fictitious name statute, or similar law, if any, in force and effect in the State of Maryland. The Managing General Partner shall, to the extent it is within his control, do all other acts and things (including publication or periodic filings of any certificate) that may now or hereafter be required for the perfection and continuing maintenance of the Partnership as a limited partnership under the laws of the State of Maryland or necessary in order to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Maryland.

17. The Managing General Partner shall, without delay, file for recording this Agreement and any and all amendments to this Agreement, any certificate and any and all amendments to any certificate, and any other document, instrument in such office or offices as are required under the laws of the State of Delaware and take such action or actions, including,

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without limitation, registering the Partnership under an assumed or fictitous name, statute or similar law, if any, in the State of Delaware, which are required to qualify the Partnership to conduct its business in the State of Delaware. The Managing General Partner shall also do or cause to be done all other acts and things that may now or hereafter be required in order to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Delaware.

WITNESS the execution hereof under seal as of Dec 29, 1981.

WITNESS:

Laurence D. Hollman

Gerald Ludwig

GENERAL PARTNERS:

Arthur W. Edwards (SEAL)
Arthur W. Edwards

Frederic F. Case (SEAL)
Frederic F. Case

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WITNESS	LIMITED PARTNERS:
R. Hoff	Ita M. Levenshon (SEAL)
12/21/87	Guinter Kahn (SEAL)
Myrna Lagomez	Sol Stiss (SEAL)

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DISTRICT OF COLUMBIA, to-wit:

On this 29th day of December, 1981, before me, a Notary Public in the aforementioned District, duly commissioned and sworn personally appeared FREDERIC F. CASE, known to me to be the individual named in and subscribing to the foregoing AMENDED AND RESTATED LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, and he, being by me duly sworn, did depose and say that he subscribed to such document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nicole Donnell
NOTARY PUBLIC

(SEAL)

My Commission expires: October 31, 1983.

DISTRICT OF COLUMBIA, to-wit:

On this 29th day of December 1981, before me, a Notary Public in the aforementioned District, duly commissioned and sworn, personally appeared ARTHUR W. EDWARDS, known to me to be the individual named in and subscribing to the foregoing AMENDED AND RESTATED LIMITED PARTNERSHIP CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, and he, being by me duly sworn, did depose and say that he subscribed to such document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Angelene T. Howard
NOTARY PUBLIC

(SEAL)

My Commission expires: Mar. 30, 1984.

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BOOK 24 PAGE 254

002457

LIBER 15 PAGE 223 182 PAGE 230

CITY OF Miami) to-wit:
STATE OF FLORIDA,)

On this 21 day of December, before me, a Notary Public in the aforementioned State and City, duly commissioned and sworn, personally appeared Ira M. Levenshon, known to me to be the individual named in and subscribing to the foregoing AMENDED AND RESTATED LIMITED PARTNERSHIP AND AGREEMENT OF LIMITED PARTNERSHIP, and he, being by me duly sworn, did depose and say that he subscribed to such document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN. 23 1985
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY PUBLIC

(SEAL)

My Commission expires:_____.

CITY OF) to-wit:
STATE OF FLORIDA,)

On this 21 day of December, before me, a Notary Public in the aforementioned State and City, duly commissioned and sworn, personally appeared Guinter Kahn, known to me to be the individual named in and subscribing to the foregoing AMENDED AND RESTATED LIMITED PARTNERSHIP AND AGREEMENT OF LIMITED PARTNERSHIP, and he, being by me duly sworn, did depose and say that he subscribed to such document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

NOTARY PUBLIC

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 29 1984
BONDED THRU GENERAL INS. UNDERWRITERS

My Commission expires:_____.

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BOOK 24 PAGE 255

LIBER 15 PAGE 324

VOL 182 PAGE 231

CITY OF) to-wit:
STATE OF FLORIDA,)

On this 21 day of December, before me, a Notary Public in the aforementioned State and City, duly commissioned and sworn, personally appeared Sol Stiss, known to me to be the individual named in and subscribing to the foregoing AMENDED AND RESTATED LIMITED PARTNERSHIP AND AGREEMENT OF LIMITED PARTNERSHIP, and he, being by me duly sworn, did depose and say that he subscribed to such document.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Raymond C. Clark
NOTARY PUBLIC

(SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 29 1984
BONDED THRU GENERAL INSURANCE UNDERWRITERS

My Commission expires: _____.

Mailed to: Rouse, Underwood & Miller

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BOOK 24 PAGE 256

Book 182 - Page 231-A

C/E CANTERBURY ASSOCIATES
LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT

Robert L. Ash
OBER, KALER, GRIMES & SHRIVER
ATTORNEYS AT LAW
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
710 RING BUILDING
1200 EIGHTEENTH STREET, N.W.
WASHINGTON, D.C. 20036

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Cert of Amdt

05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO. DAY YEAR
11:20	6/28/85

	ORG. & CAP. FEE	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY A

(52)

alski - make corel

1 of 9

1985 JUN 28 A 11:20

182 PAGE 232

CLERKS NOTATION
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BOOK 24 PAGE 257

CERTIFICATE OF AMENDMENT
OF
C/E CANTERBURY ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28,1985 AT 11:20 A. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

13

RECORDED IN LIBER 2732, FOLIO 002446, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1958586

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180494

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reserved

DECATUR ASSOCIATES LIMITED PARTNERSHIP
CERTIFICATE OF AMENDMENT

WHEREAS, Decatur Associates was formed as a Maryland limited partnership pursuant to a Certificate of Limited Partnership filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland, and was continued as a limited partnership under the Maryland Uniform Limited Partnership Act, pursuant to that certain Amended Certificate of Limited Partnership and Limited Partnership Agreement ("the Partnership Agreement") dated January 22, 1982, a copy of which is attached hereto as Exhibit 1, which was filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland in Volume 15, page 382; and

WHEREAS, the partners wish to amend the Partnership Agreement in order to comply with the provisions of the Maryland Revised Uniform Limited Partnership Act;

NOW, THEREFORE, Arthur W. Edwards, one of the general partners of Decatur Associates, certifies as follows:

1. The name of the partnership shall be Decatur Associates Limited Partnership.

2. The principal office of the partnership shall be 410 Severn Avenue, Suite A-301, Annapolis, Maryland 21403, and the resident agent shall be Arthur W. Edwards at that same address.

3. The name and address of each partner is:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:59
E. AUBREY COLLISON
CLERK

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General Partner

Arthur W. Edwards	6 Norwood Road Annapolis, Maryland 21401
Frederic F. Case	7404 Summit Avenue Chevy Chase, Maryland 20815

Limited Partners

Sidney J. Pepper	c/o Levenshon & Company 1110 Brickell Avenue Suite 800 Miami, Florida 33131

4. In all other respects, the Partnership Agreement shall remain in full force and effect.

5. Decatur Associates Limited Partnership elects to be bound by the Maryland Revised Uniform Limited Partnership Act before July 1, 1985.

WITNESS the following signature this 27 day of June, 1985.

Arthur W. Edwards

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BOOK 24 PAGE 260

182 PAGE 235

LIBER 15 PAGE 382

DECATUR ASSOCIATES

A Maryland Limited Partnership

RECORD FEE 176.00
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#03756 D345 R01 T10:41
JAN 28 82

AMENDED

CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

Dated as of January 22, 1982

15 JAN 28 AM 10:43

EXHIBIT 1

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DECATUR ASSOCIATES

AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
AND LIMITED PARTNERSHIP AGREEMENT

RECITALS

WHEREAS, Decatur Associates are formed as a limited partnership under the Uniform Limited Partnership Act as enacted in the State of Maryland pursuant to a Certificate of Limited Partnership filed for recording in Worcester, County Maryland on November 24, 1981 and in Anne Arundel County, Maryland on November 4, 1981 and amended on November 20, 1981 with ARTHUR W. EDWARDS and FREDERIC F. CASE as General Partners and Limited Partners;

WHEREAS, the Partners of Decatur Associates now desire to (i) set forth additional terms and conditions with respect to the Partnership and (ii) restate the Partnership Agreement in its entity.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to continue Decatur Associates as follows:

ARTICLE 1
FORMATION OF THE PARTNERSHIP

1.01 Formation. The undersigned hereby continue the Partnership as a limited partnership under the Uniform Limited Partnership Act of the State of Maryland.

1.02 Name. The name of the Partnership shall be DECATUR ASSOCIATES.

1.03 Principal Office and Place of Business. The principal office and place of business of the Partnership shall be 20 Ridgley Avenue, Annapolis, Maryland, 21401, or at such other location as may hereafter be determined by the Managing General Partner. The Managing General Partner shall promptly notify the Limited Partners of any change in the principal office or place of business. The Partnership may maintain such other offices at such other place or places as the Managing General Partner may from time to time deem advisable.

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1.04 Term. The term of the Partnership commenced on January 29, 1981 and shall terminate on December 31, 2060, unless the partnership is sooner dissolved in accordance with Article XI.

1.05 Filing of Agreement and Perfection of Limited Partnership. The Managing General Partner shall, without delay, file for recording this Agreement and any and all amendments to this Agreement, and any certificate and any and all amendments to any certificate, required by law to be filed and recorded hereafter for any reason, in such office or offices as are required under the laws of the State of Maryland. The Managing General Partner shall also promptly register the Partnership under an assumed or fictitious name statute, or similar law, if any, in force and effect in the State of Maryland. The Managing General Partner shall, to the extent it is within his control, do all other acts and things (including publication or periodic filings of any certificate) that may now or hereafter be required for the perfection and continuing maintenance of the Partnership as a limited partnership under the laws of the State of Maryland or necessary in order to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Maryland.

1.06 Qualification in Other Jurisdictions. The Managing General Partner shall, without delay, file for recording this Agreement and any and all amendments to this Agreement, any certificate and any and all amendments to any certificate, and any other document or instrument in such office or offices as are required under the laws of such jurisdictions and take such action or actions, including, without limitation, registering the Partnership under an assumed or fictitious name, statute or similar law, if any, in such jurisdictions, which, in the judgment of the Managing General Partner, are required to qualify the Partnership to conduct its business in the such jurisdictions. The Managing General Partner shall also do or cause to be done all other acts and things that may now or hereafter be required in order to protect the limited liability of the Limited Partners as limited partners under the laws of such jurisdictions.

ARTICLE II
DEFINED TERMS

The following defined terms used in this Agreement shall have the meanings specified below:

"Affiliate" means any Person that directly or indirectly through one or more intermediaries controls or is

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controlled by or is under common control with the General Partners or any of them.

"Agreement" means this Amended Certificate of Limited Partnership and Limited Partnership Agreement, as initially executed, or as amended from time to time, as the context may require.

"Bankruptcy" means the initiation of any proceedings whether voluntary or involuntary, under the Federal bankruptcy act, including without limitation an assignment for the benefit of creditors.

"Capital Contribution" means the total amount of capital contributed or agreed to be contributed to the Partnership by each Partner pursuant to the terms of the Agreement. Any reference to the Capital Contribution of a Partner shall include the Capital Contribution made by a predecessor holder of the interest of such Partner.

"Certificate" means this Agreement or any Certificate of Limited Partnership or any other instrument or document which is required under the laws of the State of Maryland to be signed and sworn to by the Partners of the Partnership and filed for recording in the appropriate public offices within the State of Maryland to perfect or maintain the Partnership as a limited partnership under the laws of the State of Maryland to effect the admission, withdrawal, or substitution of any Partner of the Partnership or to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Maryland.

"Consent" means either the written Consent of a Person, or the affirmative vote of such Person at a meeting called and held pursuant to Article XIV, as the case may be, to do the act or thing for which the consent may be required. Reference to the Consent of a stated percentage of Interest of the Limited Partners means the Consent of so many of the Limited Partners not then in default (as that term is used in Section 5.03) whose combined Partnership Interests represent such stated percentage of the total Partnership Interests of the Partners not then in default.

"Construction Contract" means the fixed price construction contract (including all exhibits and attachments thereto) between the Partnership and the General Contractor, pursuant to which the Project shall be constructed.

"Construction Loan" means the loan of money to the Partnership by Union Trust Company of Maryland, to finance the construction of the Project.

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"Construction Mortgage" means the mortgage pursuant to which a security interest in the real property constituting the Project created by the Partnership at the Initial Closing for payment of interest and repayment of principal on the Construction Loan.

"Construction Note" means the promisory note given by the Partnership to the Union Trust Company of Maryland at the Initial Closing to evidence the Construction Loan.

"Final Closing" means the date of the occurrence of the last of the following: (i) inspection by Fm.H.A. of the Project and its approval of each dwelling unit for occupancy; or (ii) execution by Fm.H.A. of the Interest Credit Agreement.

"Final Mortgage Amount" means the principal amount of the Mortgage Loan following the final disbursement by Fm.H.A.

"Fm.H.A." means the Farmers Home Administration of the United States Department of Agriculture, acting through any authorized representative.

"Fm.H.A. Commitment" means the commitment given to the Partnership by Fm.H.A. for the Mortgage Loan, which commitment expires in November, 1982.

"General Partners" means Arthur W. Edwards and Frederic F. Case, any other Person admitted as a general partner pursuant to this Agreement, and their successors.

"General Contractor" means Case/Edwards Construction Co., Inc. of Washington, D.C.

"Initial Closing" means the events that occurred on December 1, 1981, the date on which the Partnership executed or recorded the Construction Loan documents for the Project.

"Interest" or "Partnership Interest" means the ownership interest of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which such Partner may be entitled as provided in this Agreement and in the Uniform Limited Partnership Act of the State of Maryland, together with the obligations of such Partner to comply with all the provisions of this Agreement and of said Act, which Interest, expressed as a percentage, shall, absent proof to the contrary, be as set forth from time to time in Article V hereto.

"Interest Credit Agreement" means the agreement between Fm.H.A. and the Partnership pursuant to which Fm.H.A.

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subsidizes a portion of the interest due on the Mortgage Loan.

"Land" means that certain tract of land in Berlin, Maryland, upon which the Project is located.

"Limited Partner" means any Limited Partner prior to the time of his withdrawal and any Substitute Limited Partner prior to the time of his withdrawal, in such Person's capacity as a limited partner of the Partnership.

"Liquidator" means the Managing General Partner or, if there is none at the time in question, such other Person who may be appointed in accordance with applicable law who shall be responsible to take all action related to the winding up and distribution of assets of the Partnership.

"Managing Agent" means Case/Edwards Management Co., Inc., or any other Person engaged by the Partnership, with the approval of Fm.H.A. to manage the operations of the Project.

"Managing General Partner" means Arthur W. Edwards or any Person substituted therefor pursuant to this Agreement.

"Mortgage" means the instrument pursuant to which a security interest in the real property constituting the Project created by the Partnership at the Final Closing for the payment of interest and repayment of principal on the Mortgage Loan.

"Mortgage Loan" means the loan of money to the Partnership by Fm.H.A. pursuant to Section 515 of Title V of the Housing Act of 1949, as amended, to finance the Project.

"Mortgage Note" means the promissory note given by the Partnership to Fm.H.A. at the Final Closing to evidence the Mortgage Loan.

"Net Cash Flow" means the taxable income of the Partnership for Federal income tax purposes as shown on the books of the Partnership adjusted by the addition of all items set forth in subsection (i) below and adjusted further by the deduction of all items set forth in subsection (ii) below:

(i) Additions to the taxable income of the Partnership:

(A) the amount of depreciation and/or amortization deductions, deductions for fees and interest

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paid pursuant to this Agreement from the capital of the Partnership to General Partners and their Affiliates and deductions for accrued interest on the Working Capital Loan, taken in computing such taxable income;

(B) all other receipts of the Partnership not included in taxable income, exclusive of capital contributions, the proceeds of loans and similar capital receipts provided for elsewhere;

(C) the net proceeds from the sale of any part (but not all or substantially all) of the property owned by the Partnership, to the extent not included in such taxable income;

(D) Partnership management and Project rent-up fees paid by the Partnership to the General Partners or their Affiliates; and

(E) any other funds deemed available for distribution and designated as Net Cash Flow by the Managing General Partner which the Managing General Partner no longer regards as necessary to maintain as reserves for the operation of the Partnership business as provided in Section 7.18.

(ii) Deductions from the taxable income of the Partnership:

(A) all amortization payments for the current fiscal year on the Mortgage Loan and principal payments for the current fiscal year on similar matured obligations of the Partnership;

(B) expenditures for the acquisition of the property of the Partnership and similar capital outlay items not normally chargeable to current operations;

(C) additions to the Reserve Fund for Replacements required for the Project by Fm.H.A.;

(D) amounts subject to segregation under Fm.H.A. regulations for accounts payable and accrued items payable at the close of the Partnership fiscal year;

(E) amounts added to other reserves determined by the Managing General Partner to be neces-

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sary for the operation of the Partnership business as provided in Section 7.18.

Net Cash Flow shall be determined separately for each fiscal year, shall be limited by Fm.H.A. regulations, and shall not be cumulative.

"Notice" means a writing containing the information required by this Agreement to be communicated to a Person and sent by registered or certified mail, postage prepaid, to such Person at the last known address of such Person, the date of registry thereof or the date of the certification receipt therefor being deemed the date of such Notice; provided, however, that any written communication containing such information sent to such Person actually received by such Person shall constitute Notice for all purposes of this Agreement.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the Decatur Associates.

"Person" means any individual, partnership, corporation, trust or other entity.

"Plans and Specifications" means the plans and specifications for the Project submitted to and approved by Union Trust Company of Maryland and/or Fm.H.A., as amended and approved by Union Trust Company of Maryland and/or Fm.H.A. from time to time.

"Project" means the tract of land and the Fm.H.A.-financed unit multi-family residential rental housing project primarily for families of low and moderate fncome constructed or to be constructed thereon, and to be known as Decatur Associates located in Berlin, Maryland.

"Substitute Limited Partner" means any Person admitted to the Partnership as a Limited Partner pursuant to Section 8.04.

ARTICLE III
PURPOSE AND BUSINESS OF THE PARTNERSHIP

3.01 Purpose of the Partnership. The purpose for which the Partnership was formed and the business and objects to be carried on and promoted by it are to acquire, construct, develop, own, maintain and operate the Project to provide housing for low and moderate income families and individuals.

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3.02 Authority of the Partnership. In order to carry out its purpose, the Partnership is empowered and authorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose, and for the protection and benefit of the Partnership, including, but not limited to the following:

(a) acquire, construct, operate, maintain, improve, buy, own, sell, transfer, convey, assign, mortgage, rent or lease any real estate and any personal property necessary to the operation of the Project;

(b) provide multi-family residential housing primarily for families of low and moderate income pursuant to Section 515 of Title V of the Housing Act of 1949, as amended;

(c) enter into any kind of activity, and perform and carry out contracts of any kind necessary to or in connection with, or incidental to, the accomplishment of the purpose of the Partnership;

(d) borrow money and issue evidences of indebtedness in furtherance of the Partnership business and secure any such indebtedness by mortgage, pledge, or other lien; provided that the Construction Loan, the Construction Mortgage, the Mortgage Loan and the Mortgage and any evidences of indebtedness and any documents amending, modifying or replacing either of them shall provide in substance or legal effect that no Limited Partner shall have any personal liability for the payment of the Construction Loan, the Construction Mortgage, the Mortgage Loan, the Mortgage or other such indebtedness, but that the sole recourse of any lender shall be to the General Partners or to the property securing the Construction Loan, the Construction Mortgage, the Mortgage Loan, the Mortgage or other such indebtedness;

(e) apply to Fm.H.A., and enter into such contract or contracts with Fm.H.A. as may be required relating to the Mortgage Loan;

(f) apply to the Union Trust Company of Maryland, and enter into such contract or contracts with the Union Trust Company of Maryland as may be required relating to the Construction Loan;

(g) maintain and operate the Project, including hiring a managing agent for the management of the Project during its rent-up and after the rent-up period;

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(h) subject to the limitations expressly set forth elsewhere in this Agreement, negotiate for and conclude agreements for the sale, exchange or other disposition of all or substantially all of the property of the Partnership, or for the refinancing of any mortgage loan on the property of the Partnership;

(i) make interim investments in government obligations, certificates of deposit and insured savings accounts;

(j) bring or defend actions at law or equity; and

(k) subject to the provisions expressly set forth elsewhere in this Agreement, purchase, cancel, or otherwise dispose of, the Interest of any Partner.

ARTICLE IV
REPRESENTATIONS, WARRANTIES, AND COVENANTS

4.01 Representations and Warranties Relating to the Project and the Partnership. Arthur W. Edwards and Frederic F. Case, jointly and severally, hereby represent and warrant to the Partnership and to the Partners that:

(a) the construction and development of the Project will be completed in a timely and workmanlike manner in accordance with applicable requirements of the Construction Contract, the Construction Mortgage and all other documents executed at Initial Closing and the Fm.H.A. Commitment, the Mortgage and all other documents executed at the Final Closing, and all rules, regulations and requirements of Fm.H.A. and of all other appropriate governmental entities and in accordance with the Plans and Specifications;

(b) there shall be no direct or indirect personal liability of any of the Limited Partners for the repayment of the Construction Loan or the Mortgage Loan;

(c) the General Partners will at all times be liable or responsible for any construction costs in excess of the maximum contract amount set forth in the Construction Contract except to the extent of any mortgage Loan increase allowed by Fm.H.A. or the Union Trust Company of Maryland or to the extent other Partnership funds are designated for such purpose, and the General Partners shall furnish all other funds required by the Union Trust Company of Maryland or Fm.H.A. as a condition to Initial or Final Closing;

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(d) as of the date of the admission of the Limited Partners to the Partnership, none of the buildings or portions thereof constituting the Project was in a condition and state of readiness for its specifically assigned functions;

(e) the Partnership is a valid limited partnership duly organized pursuant to the laws of the State of Maryland and the Persons identified as Limited Partners in Section 5.01(b) are limited partners of the Partnership under the laws of the State of Maryland;

(f) fire and extended risk insurance in favor of the Partnership in form and amount acceptable to Fm.H.A. and Union Trust Company of Maryland (but not less than $990,000) and workmen's compensation, public liability, bodily injury, property damage, and excess liability insurance in favor of the Partnership satisfactory to Fm.H.A. and the Union Trust Company of Maryland in form and amount were in full force and effect at the Initial Closing, and will remain in force throughout the term of the Partnership;

(g) they are not aware of any agreement, contract, lease, option, right to purchase or other commitment or any claim, demand, litigation, proceeding or governmental investigation pending or threatened against or related to the business or assets of the Partnership or the Project, which agreement, contract, lease, option, right to purchase, commitment, claim, demand, litigation, proceeding or governmental investigation could result in any judgment, order, decree, settlement or other right in any third party or parties which might adversely affect the business or assets of the Partnership or the Project or prevent or interfere with the timely consumation of the transactions contemplated under this Agreement;

(h) until Final Closing, unless otherwise specifically required under any other provision of this Agreement, they will furnish all escrow funds required by Fm.H.A., including without limitation any amounts necessary for local taxes, insurance premiums, and other purposes which might be required as a condition to achieve Final Closing;

(i) at Initial Closing, the Partnership executed the Construction Contract with the General Contractor;

(j) to the best of their knowledge and belief, the execution of this Agreement and the performance by them of its terms will not violate any provisions of law, any

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order of any court binding on the Partnership or the General Partners, any provision of any indenture, agreement, or other instrument to which they are a party or by which the Partnership or the Project are affected, or be in conflict with, result in a breach of, or constitute a default under, any such indenture, agreement or other instrument, or result in the creating or imposition of any lien, charge or encumbrance of any nature whatsoever upon the premises;

(k) Arthur W. Edwards and Frederic F. Case have a combined net worth in excess of $500,000;

(l) they have provided to their counsel, all information necessary or appropriate for such counsel to render the opinions described in Section 5.04 and being delivered to the Partnership and the Partners; and, in so doing, they have not knowingly made any untrue statement of a material fact, and have not knowingly omitted to state a material fact;

(m) the Land is properly zoned for the Project and that at the date of this Agreement the Project conforms to all applicable zoning laws;

(n) to the best of their knowledge, all appropriate public utilities, including sanitary and storm sewers, water, gas and electricity, are currently available to and operating properly for the Project;

(o) the Partnership has good and marketable title to the Project, subject only to such easements, covenants and restrictions as are acceptable to Fm.H.A.;

(p) they will, upon request, provide to the Limited Partners a complete copy of the Initial Closing documents, and will provide to the Limited Partners a copy of the Interest Credit Agreement, when executed, and shall thereafter continue to provide the Limited Partners all material changes to all these documents and they will make the Plans and Specifications available for inspection by any Limited Partner or his representative at any reasonable time and place upon receipt of reasonable Notice;

(q) the Partnership will satisfy all requirements necessary to obtain certificates of occupancy, and all Fm.H.A. and other governmental approvals necessary to permit occupancy of all of the apartment units in the Project;

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(r) the General Partners will hold the Partnership and the Limited Partners and the Affiliates, controlling Persons and agents of all the above free and harmless from (i) the claims of any real estate brokers, rental agents, finders and other intermediaries with respect to the acquisition of the Project or any interest therein by the Partnership, and from the claims for any fees or other such payments of any finder or other party in connection with the acquisition of the Project, and (ii) any injury, loss or damage (including but not limited to, reasonable attorneys fees, court costs, and amounts paid in settlement of any claims, which settlement has been mutually agreed to by the General Partners and the party against whom such claim has been made) arising out of the claims of any Person with respect to any liability arising under the Securities Act of 1933 or the Securities and Exchange Act of 1934 or any state or other jurisdiction relating to alleged fraud, deceit or material misrepresentation by the General Partners in connection with the offer or sale of limited partnership interests in the Partnership;

(s) to the best of their knowledge, all of the fixtures and personal property owned by the Partnership are free and clear of all security interests and encumbrances except for those given to Union Trust Company of Maryland and to Fm.H.A. as security for the Construction Loan and the Mortgage Loan, respectively;

(t) promptly following the final inspection and approval of all of the dwelling units in the Project for occupancy by Fm.H.A., Fm.H.A. will enter into an Interest Credit Agreement with the Partnership covering all of the dwelling units in the Project;

(u) the Project will be managed upon the completion of construction so that not less than eighty percent (80%) of the gross rental income from the Project in every year is rental income from dwelling units in the project used to provide living accommodations not on a transient basis;

(v) while conducting the business of the Partnership, (i) they will use their best efforts not to act in any manner which will cause the termination of the Partnership for Federal income tax purposes, and (ii) they will take reasonable steps, using reasonable efforts, to assure that the Partnership will be treated for Federal income tax purposes as a partnership and not as an association taxable as a corporation;

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(w) they will exercise good faith in all activities relating to the conduct of the business of the Partnership including the development, operation and maintenance of the Project, and they will take no action with respect to the business and property of the Partnership which is not reasonably related to the achievement of the purpose of the Partnership;

(x) each of the Limited Partners specifically identified by name and address in Section 5.01(b) has been approved by Fm.H.A. on the basis of the information furnished by the Limited Partners to the General Partners for that purpose;

(y) in the event that a corporation is added as a General Partner pursuant to Section 6.05, for so long as it remains a General Partner, it shall be and shall remain throughout the term of the Partnership duly and validly existing and in good standing as a corporation under the laws of Maryland.

ARTICLE V
PARTNERS AND PARTNERSHIP INTERESTS

5.01 Partners, Capital Contributions and Partnership Interests.

(a) The General Partners, their principal places of business or places of residence, their Capital Contributions, and their percentage Interests are as follows:

Arthur W. Edwards Six Norwood Road Annapolis, Maryland 21404	$1,450.00	2.50%
Frederic F. Case 7404 Summit Avenue Chevy Chase, Maryland 20015	$1,450.00	2.50%

(b) The Limited Partners, their principal places of residence, and their percentage Interests are as set forth in Exhibit A annexed hereto.

(c) The aggregate Capital Contributions of the Limited Partners in the amount of $269,900 shall be due to the Partnership as follows:

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Scheduled Payment Dates	Aggregate Capital Contributions
On Execution hereof	$ 75,000
1/15/83	51,500
1/15/84	46,000
1/15/85	36,500
1/15/86	31,000
1/15/87	17,100
1/15/88	12,800

Each capital contribution installment by the Limited Partners in 1983 and thereafter shall be deferred until Final Closing or the scheduled payment date, whichever is later.

(d) Each Limited Partner shall pay his proportionate share of the aggregate capital contributions of all Limited Partners, at the times and in the manner set forth above in this Section 5.01.

(e) The Managing General Partner shall, not less than ten (10) nor more than thirty (30) days prior to the time any installment of the Capital Contributions of the Limited Partners is due, give each Limited Partner Notice of the aggregate and per Limited Partner amounts of, and the payment date for, the installment of the Capital Contribution next due hereunder, such Notice to state that the conditions to the payment of such installment have been met; provided that the failure to provide such Notice shall not operate as a waiver of each Limited Partner's obligation to pay each such installment when due within ten (10) days after receipt of a proper Notice.

(f) Without the consent of all of the Partners, and of Fm.H.A., where necessary, and except as otherwise provided in Article V and Article IX, no additional Persons may be admitted as Limited Partners and no additional Capital Contributions may be accepted.

5.02 Return of Capital Contribution. Except as provided in this Agreement or in the Completion Guarantee Agreement of even date herewith, no Partner shall be entitled to demand or receive the return of, or interest on, his Capital Contribution.

5.03 Default in Making Capital Contributions; Remedies of Partnership in Event of Default.

(a) If any Limited Partner shall fail to make payment of any installment of his Capital Contribution at

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the time such installment is due in accordance with the terms of this Agreement, the Managing General Partner shall immediately give such Limited Partner Notice of such failure and of the provisions of this Section 5.03; provided, however, that failure of the Managing General Partner to give such Notice, shall not affect the liabilities of such Limited Partner hereunder. If any Limited Partner shall fail to make payment of any installment of his Capital Contribution within fifteen (15) days after the time such installment is due in accordance with the terms of this Agreement, such Limited Partner shall be in default of his obligation hereunder and such default may be cured by such payment prior to the exercise of the option provided for under Section 5.03(d) or the making of any Capital Contribution by a purchaser of a defaulting Limited Partner's Interest pursuant to Section 5.03(e).

(b) In the event of any such default, if such default shall not have been timely cured, then without any Consent or other action on the part of the defaulting Limited Partner each Limited Partner, by execution of this Agreement, expressly Consents to the operation of the provisions of this Section 5.03, (i) the defaulting Limited Partner shall not receive any cash attributable to his Interest which has not previously been distributed to such defaulting Limited Partner, or any profits and losses attributable to his Interest which have not previously been allocated to such defaulting Limited Partner or to the non-defaulting Limited Partners; (ii) the defaulting Limited Partner's Interest in the Partnership, including all such cash not theretofore distributed and all such profits and losses not theretofore allocated, may be purchased as provided in this Section 5.03; and (iii) the defaulting Limited Partner's Interest, including the right to all such cash not theretofore distributed and all such profits and losses not theretofore allocated, shall be acquired by, and inure to the benefit of, his successor.

(c) Promptly after the occurrence of any default, the Managing General Partner shall give Notice of such default to all other Limited Partners. Such Notice shall include the name of the defaulting Limited Partner, the amount of his prior Capital Contribution, and the amount of his Capital Contribution then required to be paid in by him.

(d) In the event of any such default, the non-defaulting Limited Partners shall, subject to the provisions of Section 5.03(e), have an option for fifteen (15) days from the date of such default to purchase on a

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pro-rata basis the entire Interest of the defaulting Limited Partner upon:

(i) making payment of the installment of the Capital Contribution then required to be made by the defaulting Limited Partner;

(ii) agreeing to pay any additional installments of the Capital Contribution of the defaulting Limited Partner as the same become due and payable in accordance with the terms of this Agreement; and

(iii) making payment to the defaulting Limited Partner of an amount equal to 50% of the defaulting Limited Partner's previously paid-in Capital Contribution and reduced by the sum of (A) the total of any cash distributions made by the Partnership to the defaulting Limited Partner, (B) an amount equal to 50% of all profits and losses attributable to his Interest which have theretofore been allocated to such defaulting Limited Partner, and (C) reasonable expenses (if any) incurred by the Partnership in connection with the sale.

(e) If the non-defaulting Limited Partners do not purchase the entire Interest of the defaulting Limited Partner pursuant to Sections 5.03(d), the Managing General Partner or its designees shall, subject to the provisions of Section 8.02(c), have the option for fifteen (15) days from the time of the termination and nullification of the option granted to the non-defaulting Limited Partners to purchase the defaulting Limited Partner's entire Interest upon the terms and conditions set forth in Sections 5.03(d). The option granted by this Section shall be terminated and nullified unless not later than the close of business of the day ending the option period, the Person exercising such option shall have made the cash payments required by Sections 5.03(d)(i) and (iii) and the agreement required by Section 5.03(d)(ii).

(f) In the event that the non-defaulting Limited Partners do not purchase the defaulting Limited Partner's Interest in the Partnership upon the terms and conditions specified in Sections 5.03(d), then the Partnership may, subject to the provisions of Section 8.02(c), offer the defaulting Limited Partner's entire Interest to any other Person or Persons (who may be non-defaulting Limited Parthers or their designees) on such terms and conditions as the Partnership deems most favorable in the circumstances. Any amounts which the

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Person or Persons so acquiring the Interest of the defaultihg Limited Partner shall pay in consideration of the acquisition of such Interest shall be applied: first, to the payment of the installment of the Capital Contribution then required to be made by the defaulting Limited Partner; second, to the payment of any additional installments of the Capital Contribution of the defaulting Limited Partner as the same become due in accordance with the applicable terms of the Agreement; and third to the defaulting Limited Partner, the amount determined under Section 5.03(d)(iii); and fourth, the balance, if any, shall be retained by the Partnership as liquidated damages.

(g) Notwithstanding the foregoing, the obligations of the defaulting Limited Partner to the Partnership hereunder shall not be extinguished by the existence of any option to purchase the Interest of the defaulting Limited Partner, or by its exercise, or by any agreement by any Person to acquire such Interest, but only by, and to the extent of, the payments of Capital Contribution actually made in the defaulting Limited Partner's stead by any purchaser of such defaulting Limited Partner's Interest under this Section 5.03. Each Limited Partner hereby consents and agrees to the execution of a consent judgment note covering his aggregate Capital Contribution, said execution to be made as of the date this Agreement is executed. Such note shall include provision for interest on the portion of the defaulting Limited Partner's Capital Contribution in default, calculated at the rate of 20% per annum from the date of default, and provision for costs of suit, such interest and costs to be payable to the Partnership. In the event of a default, the Partnership shall have the option to obtain a judgment on the note in the event the non-defaulting Limited Partners do not acquire the defaulting Limited Partner's Interest without the Interest being first offered to the other optionees.

(h) All rights and benefits of a defaulting Limited Partner attributable to such defaulting Limited Partner's Interest in the Partnership shall be suspended during the period of default of such Limited Partner, which suspension shall commence on the date of default and shall terminate on the date of curing of such default (if such curing shall not then be prohibited under Section 5.03(a)), or upon the admission of a purchaser of such Interest pursuant to this Section 5.03 as a Substitute Limited Partner, or upon the termination of such defaulting Limited Partner's Interest in the Partnership. If such suspension is in effect at the end of the Partnership's fiscal year, the profits and losses attri-

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butable to the defaulting Limited Partner's Interest, which have not in a tax return filed by the Partnership been allocated to such defaulting Limited Partner, shall be allocated to the non-defaulting Limited Partners, including any Limited Partners substituted for the defaulting Limited Partner.

5.04 Legal Opinions

(a) The Limited Partners shall each receive a copy of opinions in form and substance acceptable to the Partnership and to the Limited Partners, of counsel admitted to practice in Maryland, addressed to the Partnership, to the effect that, following the execution and recording of this Agreement;

(i) The Partnership is a duly formed and validly existing limited partnership under the Uniform Limited Partnership Act as in effect in the State of Maryland;

(ii) The Partnership interest of each Limited Partner is that of a Limited Partner, with no liability to contribute money to the Partnership other than the amounts agreed to be contributed pursuant to the terms of the Agreement, and other than any obligation under the laws of the State of Maryland to repay to the Partnership, with interest, any Capital Contribution previously returned to the Partners of the Partnership if the Partnership does not have other assets sufficient to satisfy the claims of creditors who extended credit or whose claims arose before such return.

(iii) Legal and equitable title in and ownership of the real property and the improvements constructed and to be constructed thereon that constitute the Project is in the Partnership, subject only to the Construction Loan and such other liens, charges and encumbrances as are set forth in the title opinion previously delivered to the Partnership;

(iv) No Limited Partner of the Partnership has any personal liability for the payment of any interest or the repayment of any principal on the loan evidenced by the Construction Note issued to Union Trust Company of Maryland.

(b) The legal opinions set forth above shall be a condition precedent to the payment by the Limited Part-

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ners of their installments of Capital Contributions due under Section 5.01(c).

5.05 Completion of Construction. The General Partners shall take all action necessary to cause the construction of the Project to be completed at the earliest possible date.

5.06 Working Capital Loan. The Fm.H.A. has required the Partnership to deposit the sum of $23,000 in the General Fund Account pursuant to Paragraph six of the Fm.H.A. Loan Agreement and the General Partners have loaned such funds to the Partnership for such purpose. The amount which has been loaned by the General Partners shall constitute the "Working Capital Loan." The Working Capital Loan shall not bear interest at 12% per annum and shall be repaid with accrued interest (i) to the extent permitted by Fm.H.A., out of Partnership funds available prior to or at Final Closing and not required for other Partnership purposes, (ii) out of any funds which Fm.H.A. allows as a return to the Partnership of such deposit to the General Fund Account, or (iii) as set forth in Article X.

5.07 General Purpose Loan. In order to comply with Paragraph 4 of the Fm.H.A. Loan Agreement, Case/Edwards Construction Co., Inc. has advanced to the Partnership $56,700, the aforementioned advance being referred to herein as the General Purpose Loan. The General Purpose Loan shall be repaid only as provided in Sections 7.12 and 10.04.

ARTICLE VI
CHANGES IN GENERAL PARTNERS

6.01 Withdrawal of General Partner.

(a) A General Partner may not withdraw from the Partnership or sell, transfer or assign his Interest as General Partner, unless (i) the Consent of at least 75% in Interest of the Limited Partners is obtained as to his withdrawal and as to the Person to be admitted as General Partner in his place or to receive all or part of his Partnership Interest, (ii) the Consent of Fm.H.A. is obtained, (iii) if there is to be a substitute General Partner, such substitute General Partner is admitted simultaneously with the withdrawal, and (iv) the conditions of Section 6.01(c) and of Section 6.02 (if there is a substitute General Partner) have been met.

(b) In the event that a General Partner withdraws from the Partnership or sells, transfers or assigns his entire Interest pursuant to Section 6.01(a), he shall be

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and shall remain liable for all obligations and liabilities incurred by him as General Partner before such withdrawal, sale, transfer or assignment shall have become effective, but shall be free of any obligations or liability incurred on account of the activities of the Partnership from and after the time such withdrawal, sale transfer or assignment shall have come effective.

(c) All of the following requirements shall be met before a General Partner may withdraw from the Partnership pursuant to Section 6.01(a):

(i) the accountants for the Partnership shall have delivered to the Partnership their opinion that any substitute General Partner has (itself or together with other General Partners) sufficient net worth and meets all other published requirements of the Internal Revenue Service necessary to assure that the Partnership will be classified as a partnership for Federal income tax purposes; and

(ii) counsel for the Partnership shall have rendered an opinion that the withdrawal of the General Partner is in conformity with the Uniform Limited Partnership Act of the State of Maryland, and that none of the actions taken in connection with such withdrawal will cause the termination or dissolution of the Partnership or will cause it to be classified other than as a partnership for Federal income tax purposes.

6.02 Admission of a Substitute or Additional General Partner. A Person shall be admitted as a General Partner of the Partnership only if the following terms and conditions are satisfied:

(a) the admission of such Person shall have been Consented to by the General Partners and a majority in Interest of the Limited Partners and by Fm.H.A.;

(b) the successor or additional Person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement by executing a counterpart thereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner, and a Certificate evidencing the admission of such Person as a General Partner shall have been filed for recordation and all other actions required by Section 1.05 in connection with such admission shall have been performed;

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(c) if the successor or additional Person is a corporation, it shall have provided the Partnership with evidence satisfactory to counsel for the Partnership of its authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and

(d) counsel for the Partnership shall have rendered an opinion that the admission of the successor or additional Person is in conformity with the Uniform Limited Partnership Act of the State of Maryland, and that none of the actions taken in connection with the admission of the successor additional Person will cause the termination or dissolution of the Partnership or will cause it to be classified other than as a partnership for Federal income tax purposes.

6.03 Effect of Bankruptcy, Death, Withdrawal, Dissolution or Incompetence of a General Partner.

(a) In the event of the bankruptcy of a General Partner or the withdrawal, death, or dissolution of a General Partner or an adjudication that a General Partner is incompetent (which term shall include, but not be limited to, insanity), the business of the Partnership shall be continued with Partnership property by the other General Partner(s), and the other General Partner(s), by execution of this Agreement, expressly so agree to continue the business of the Partnership, provided, however, if the withdrawn, bankrupt, deceased, dissolved or incompetent General Partner is then the sole General Partner, the Partnership shall be dissolved.

(b) Upon the bankruptcy, death, dissolution, or adjudication of incompetency of a Person who is a General Partner, such Person shall immediately cease to act as a General Partner and his Partnership Interest shall become the Partnership Interest of a Limited Partner; provided, however, that such event shall not affect:

(i) the obligations or liabilities of the bankrupt, deceased, dissolved, or incompetent General Partner which had matured prior to the bankruptcy, death, dissolution, or incompetence of such General Partner, or

(ii) all rights of the bankrupt, deceased, dissolved, or incompetent General Partner as a General Partner, whether or not matured, including, without limitation, those rights afforded to General Partners as set forth in Article X, or

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(iii) the value, if any, of the Interest of the bankrupt, dead, dissolved, or incompetent General Partner.

(c) If, at the time of the withdrawal, bankruptcy, death, dissolution or adjudication of incompetence of a General Partner, the bankruptcy, deceased, dissolved or incompetent General Partner was not the sole General Partner of the Partnership, the remaining General Partner or General Partners shall immediately (i) give Notice to the Limited Partners of such bankruptcy, death, dissolution, or adjudication of incompetence, and (ii) make such amendments of this Agreement and execute and file for recordation such Certificate or other instruments as are necessary to reflect the termination of the Interest of the bankrupt, deceased, dissolved or incompetent General Partner's having ceased to be a General Partner.

(d) Following the bankruptcy, death or adjudication of incompetency of Arthur W. Edwards or Frederic F. Case, as the case may be, which event occurs either simultaneously with or after the bankruptcy, death or adjudication of incompetency of the other individual General Partner, a majority in interest of the Limited Partners shall have the right to name a Person to serve as a successor General Partner, and simultaneously with such Person's admission to the Partnership as the successor General Partner, any corporate General Partner added pursuant to Section 6.05 shall cease to act as a General Partner and its Partnership Interest shall become the Partnership Interest of a Limited Partner. Any such corporate General Partner shall take all actions and give all Consents as may be necessary to carry out the provisions of this Section 6.03(d).

6.04 Consent of Limited Partners to Admission of Successor or Additional General Partner. By executing this Agreement, each of the Limited Partners hereby Consents to the admission of any Person as a successor or additional General Partner upon the receipt by the Partnership of the Consents of a majority in Interest of the Limited Partners to such admission, and the admission of such successor or additional General Parther shall then, without any further Consent or approval of the Limited Partners, be an act of all the Limited Partners.

6.05 Consent of Limited Partners to Admission of Corporate General Partner. Notwithstanding any other provision of this Article VI, by executing this Agreement each Limited Partner consents to the admission of a corporation

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wholly-owned by Arthur W. Edwards and Frederic F. Case as an additional General Partner, provided that the interest of the corporate General Partner shall not exceed 0.02%.

ARTICLE VII
RIGHTS, OBLIGATIONS, AND POWERS
OF THE GENERAL PARTNERS

7.01 Management of the Partnership.

(a) Except to the extent that the Consent of the Limited Partners is required by this Agreement, the General Partners, within the authority granted to them under this Agreement, shall have full, complete, and exclusive discretion to manage and control the business of the Partnership for the purpose herein stated, shall make all decisions affecting the business of the Partnership, and shall manage and control the affairs of the Partnership to the best of their ability and use their best efforts to carry out the purpose of the Partnership. In so doing, the General Partners shall take all actions necessary or appropriate to protect the interests of the Limited Partners as a group and of the Partnership. The General Partners shall devote such of their time as is necessary to the affairs of the Partnership.

(b) Subject to the other provisions of this Agreement, Arthur W. Edwards shall be the Managing General Partner. Except as expressly otherwise set forth elsewhere in this Agreement, the Managing General Partner (acting for and on behalf of the General Partners and the Partnership), in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in his sole discretion, have the full and entire right, power and authority in the management of the Partnership business to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purpose of the Partnership. Without limiting the foregoing grant of authority, but subject to the applicable Fm.H.A. rules and regulations and to the other provisions of this Agreement, the Managing General Partner, in his capacity as General Partner, shall have the right, power and authority, acting for and on behalf of the Partnership, to do all acts and things set forth in this Section 7.01. In furtherance and not in limitation of the foregoing provisions, the Managing General Partner is specifically authorized and empowered to execute and deliver, on behalf of the Partnership, any and all instruments and documents as shall be required by Fm.H.A. or the

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Union Trust Company of Maryland, as the case may be, in connection with the Construction Loan and the Mortgage Loan including but not limited to executing any mortgage note, contract, interest credit agreement, bank resolution and signature card, release, discharge, or any other document or instrument in any way related thereto or necessary or appropriate ih connection therewith. All decisions made for and on behalf of the Partnership by the Managing General Partner shall be binding upon the Partnership. No person dealing with the Managing General Partner shall be required to determine his authority to make any undertaking on behalf of the Partnership, nor to determine any fact or circumstances bearing upon the existence of such authority.

7.02 Limitations Upon the Authorities of the General Partners. No General Partner shall have any authority to:

(a) perform any act in violation of any applicable law or regulation thereunder; or

(b) do any act required to be approved or ratified in writing by all the Limited Partners under the Uniform Limited Partnership Act of the State of Maryland unless the right to do so is expressly otherwise given in this Agreement; or

(c) except as otherwise provided in Sections 7.20 and 7.21, sell or otherwise dispose of at any time all or substantially all of the assets of the Partnership, or refinance the Mortgage Loan, without the prior Consent of two-thirds in Interest of the Limited Partners.

7.03 Management Purposes. In conducting the business of the Partnership, the General Partners shall be bound by the fact that the Partnership's purpose in owning and operating the Project is not to resell the Project (except as otherwise set forth in this Agreement) and is to obtain (i) long-term appreciation, (ii) cash income, and (iii) tax deductions.

7.04 Delegation of Authority. The General Partners may delegate all or any of their powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Partnership, which Person may, under supervision of the General Partners, perform any acts or services for the Partnership as the General Partners may approve.

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7.05 General Partners or Affiliates Dealing with Partnership.

(a) The General Partners or any Affiliate shall have the right to act as Managing Agent of the Project on terms and conditions permitted by applicable Fm.H.A. regulations.

(b) In addition to services elsewhere set forth in this Agreement, the General Partners or any Affiliate shall have the right to contract or otherwise deal with the Partnership for the sale of goods or services either (i) with the Consent of a majority in Interest of the Limited Partners (unless a greater percentage is required pursuant to Section 14.03) to the terms and conditions of the transaction or (ii) of (A) compensation paid or promised for such goods or services is reasonable (i.e., at fair market value) and is paid only goods or services actually furnished to the Partnership, (B) the goods or services to be furnished shall be reasonable for and necessary to the Partnership, and (C) no agent, attorney, accountant or other independent consultant or contractor who is also employed on a full-time basis by the General Partner or any Affiliate shall be compensated by the Partnership for his services. The material terms and conditions relating to payments, if any, made to the General Partners or any Affiliate for such goods or services shall be fully disclosed in the annual report to all Limited Partners issued pursuant to Section 12.04, and no General Partner or Affiliate shall, by the making of lump-sum payments to any other Person for disbursement by such other Person, circumvent the provisions of this Section 7.05(b) or Section 7.05(c). This Section 7.05(b) shall not apply to any management contract between the Partnership and any Affiliate of the General Partners, nor shall this Section 7.05(b) apply to the Construction Contract.

(c) Notwithstanding the provisions of Section 7.05(b), the General Partners or any Affiliate shall not:

(i) participate in any arrangement which would circumvent the provisions of Section 7.05(b), including but not limited to receipt of a rebate or give-up;

(ii) receive any insurance brokerage fee or write any insurance policy covering the Partnership; or

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(iii) receive, directly or indirectly, a commission or fee in connection with the reinvestment of the net proceeds arising from the sale or refinancing of the Project.

7.06 Other Activities. The General Partners and any Affiliate may engage in or possess interests in other business ventures of every kind and description for their own account, including, without limitation, serving as general partner of other partnerships which own, either directly or through interests in other partnerships, government-assisted housing projects similar to the Project. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom.

7.07 Net Worth of General Partners. The General Partners shall at all times use their best efforts to maintain such net worth and shall comply with such other requirements as may from time to time be necessary to assure that all provisions of the Internal Revenue Code of 1954 (as now or hereafter interpreted by the Internal Revenue Service, any other agency of the Federal government, or the courts) are met which are necessary to assure that the Partnership is classified as a partnership for Federal income tax purposes.

7.08 Liability and Indemnification for Acts and Omissions.

(a) Except for gross negligence or willful misconduct, or other breach of fiduciary duty, (i) the General Partners shall not be liable, responsible or accountable in damages or otherwise to the Limited Partners for the doing of any act or the failure to do any act, the effect of which may cause or result in loss or damage to the Partnership, if done in reliance upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by legal counsel, independent accountants or other persons as to matters which the General Partners believe to be within such person's professional or expert competence, which persons are employed by the General Partners on behalf of the Partnership, and done in good faith to promote the best interests of the Partnership, (ii) nor shall the General Partners be liable to any Limited Partner in the event the cash distributions or tax benefit to the Limited Partners are less than those projected in any information or material furnished to the Limited Partners.

(b) The General Partners or any Partnership employee or agent shall be entitled to be indemnified by

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the Partnership against any loss or threat of loss, as a result of any claim or legal proceeding relating to the performance or non-performance of any act concerning the activities of the Partnership, or relating to any financial projections furnished to the Limited Partners, but excluding the case where the General Partners, their employees or agents are guilty of bad faith or willful misconduct. The indemnification shall include payment of reasonable attorney's fees and other expenses (not limited to taxable costs) incurred in settling or defending any claims, threatened action or finally adjudicated legal proceedings.

7.09 Assignment to Partnership. To the extent not already accomplished at the Initial Closing, the General Partners shall, and they hereby do, transfer and assign to the Partnership all of their right, title and interest, if any, in and to the following:

(a) the Land upon which the Project is to be constructed;

(b) all contracts with architects, contractors and supervising architects with respect to the development of the Project;

(c) all plans, specifications and working drawings heretofore prepared or obtained in connection with the Project, and any other work product related to the Project;

(d) any and all Fm.H.A. commitments with respect to the mortgage financing for the Project; and

(e) all other contracts, payment and completion bonds, letters of credit, records, documents and information related to development of the Project.

7.10 Construction of the Project.

(a) The Partnership has entered into the Construction Contract for the construction of the Project with the General Contractor. The Partnership shall not be liable or responsible for any construction costs in excess of the maximum contract amount set forth in the Construction Contract except if (i) such excess construction costs are contemplated by change orders to the Construction Contract that are approved by Fm.H.A., (ii) the amount of the Mortgage Loan is increased by Fm.H.A. to finance the payment of such excess construction costs or (iii) other unutilized funds under the Mortgage Loan are available for such purpose.

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(b) The General Partners shall be responsible for and hereby guarantee completion of the Project in substantial accordance with the Plans and Specifications and shall be responsible for meeting all requirements (including approvals by Fm.H.A.) necessary to obtain all necessary certificates of occupancy for all apartment units in the Project and to obtain an executed Interest Credit Agreement with Fm.H.A. covering all the dwelling units in the Project.

(c) The General Partners shall provide the Partnership all funds that might be required, in addition to the proceeds from the Mortgage Loan, to meet the requirements for Initial Closing, to complete the construction and development of the Project and pay all claims of contractors, sub-contractors, sponsors, and developers in connection therewith, to meet all requirements of Fm.H.A. for final inspection and approval of all dwelling units in the Project for occupancy, and to obtain an executed Interest Credit Agreement covering all the dwelling units in the Project. Neither the General Partners nor any Affiliate shall have any right of reimbursement or repayment of any of these funds, except as otherwise provided in Section 7.12(a).

7.11 Establishment of Escrows. The General Partners shall cause all escrow funds to be furnished as may be required by Fm.H.A., including without limitation any amounts necessary for local taxes, insurance premiums, and other purposes, as a condition to Final Closing. Such escrows shall be funded first from the currently available operating proceeds of the Project (in excess of current and accrued operating expenses) to the extent available and allowed by Fm.H.A., and the remainder of such escrow funds shall be treated as additional operating expenses of the Partnership to be provided by the General Partners as part of their undertaking to funds operating deficits of the Partnership pursuant to a separate agreement between the General Partners and the Partnership.

7.12 Loans to the Partnership.

(a) Case/Edwards Construction Co., Inc. loaned $56,700 to the Partnership at Initial Closing in full satisfaction of the Fm.H.A. cash equity requirement. This loan shall be repaid with interest at sixteen percent (16%) per annum, from the Capital Contributions of the Limited Partners, to the extent and on the dates the cash proceeds of such Capital Contributions are available. The General Partners also loaned $23,000 to the Partnership at Initial Closing for working capi-

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tal purposes. This loan shall bear interest at 12% per annum and shall be repaid as provided in Section 5.06.

(b) In the event that additional funds (other than as set forth in Section 7.12(a)) are required by the Partnership for any valid purpose relating to the business of the Partnership or for any of its obligations, expenses, costs, or expenditures, including operating deficits, except for the purposes set forth in Sections 7.10 and 7.11 or except to meet the obligations of the General Partners to fund operating deficits pursuant to their separate agreement with the Partnership (unless the General Partners are financially unable to provide the funds needed to meet their operating deficit obligations), the Partnership may borrow such funds as are needed from any Partner or other Person for such period of time and on such terms as the Managing General Partner and the lender may agree and at the rate of Interest then prevailing for comparable loans, or if such loan is from a Partner or Affiliate, at 2% over the then prevailing prime rate at the Union Trust Company of Maryland. No loan made under this Section shall be secured by any mortgage or other encumbrance on the property of the Partnership without the prior approval of Fm.H.A. and, until Final Closing, Union Trust Company of Maryland; except that Fm.H.A. or Union Trust Company of Maryland approval shall not be required in the case of the hypothecation of personal property purchased by the Partnership and not included in the security agreements executed by the Partnership in favor of Fm.H.A. or Union Trust Company of Maryland as the case may be. Loans made under this Section may be repaid out of Net Cash Flow, but any amount of any such loan that is outstanding at the time of the occurrence of any of the events described in Sections 10.03 or 11.01 shall be repaid as provided in Section 10.04(a). The Managing General Partner shall send Notice to the Limited Partners pursuant to Section 12.04(c) for each such loan exceeding $10,000 within thirty (30) days after making such loan. All other loans will be described in the next report to the Limited Partners issued pursuant to Section 12.04. The interest on any loan paid from Net Cash Flow or the Mortgage Loan must, for Fm.H.A. purposes, be included in the General Partners' return on initial investment.

7.13 Removal of the General Partners.

(a) Subject to the prior approval of Fm.H.A., if required, a majority in Interest of the Limited Partners shall have the right to remove either Arthur W. Edwards or Frederic F. Case as a General Partner, or their successors, if that General Partner shall become

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bankrupt, or shall have died, or shall have been adjudicated incompetent (as that term is used in Section 6.03(a)), or shall have dissolved.

(b) Subject to the prior approval of Fm.H.A., if required, a majority in Interest of the Limited Partners shall have the right to remove Arthur W. Edwards and/or Frederic F. Case as General Partners, or their successors, for any of the following additional reasons, provided that the conditions set forth in Section 7.13(c) are first satisfied:

(i) The General Partner or Partners shall have committed any intentional misconduct or been grossly negligent with respect to any material matter in the discharge of their duties and obligations as General Partners;

(ii) They shall have failed in a material manner to meet their obligations or covenants under this Agreement or shall have failed to assure the validity of their representations and warranties under this Agreement, or shall have violated in any material respect any other provision of this Agreement or of applicable laws relating to the Partnership and the Project;

(iii) They shall have violated in a material respect, as determined by Fm.H.A., a provision of the Interest Credit Agreement, the Mortgage, or any other agreement with or required by Fm.H.A. in connection with the Mortgage Loan or applicable to the Project and have been unable within thirty (30) days to cure or otherwise resolve such violation to the satisfaction of Fm.H.A.; or

(iv) The Partnership shall have received notice from Fm.H.A. or Union Trust Company of Maryland, as the case may be, that the Construction Loan, the Mortgage Loan or the Interest Credit Agreement is in default and such default has not been cured or otherwise resolved to the satisfaction of Fm.H.A. within thirty (30) days.

(c) A majority in Interest of the Limited Partners shall give Notice to all Partners of their determination that Arthur W. Edwards and/or Frederic F. Case, or their successors, shall be removed pursuant to Section 7.13(b). Arthur W. Edwards and/or Frederic F. Case, or their successors, shall have thirty (30) days from such Notice to cure any default or other reason for such removal, and if such default or other reason for removal

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is cured within such period (or any extension thereof such Limited Partners may allow), they shall remain as General Partners. If, at the end of such period, the General Partners have not cured any default or other reason for removal in the opinion of a majority in Interest of the Limited Partners, the said majority in Interest of the Limited Partners or their representative for this purpose shall send a further Notice to all Partners that the issue or issues as to:

(i) whether a reason exists for removal under Section 7.13(b), and

(ii) if such a reason is found, whether it was cured by the General Partners are being referred to arbitration pursuant to Section 12.07 unless the General Partners agree in writing to waive arbitration. A General Partner shall be removed for the reason or reasons set forth in Section 7.13(b) if and only if the arbitration decision, if such decision is sought, determines that there is a reason for removal under Section 7.13(b) which has not been cured by the General Partners.

(d) In the event that a General Partner or Partners are removed pursuant to this Section, they shall be and shall remain liable for all obligations and liabilities incurred by them as General Partners before such removal shall have become effective. In the event that they are removed as General Partners, a majority in Interest of Limited Partners shall select a new Managing General Partner, and upon its admission to the Partnership, such Person shall become the Managing General Partner.

(e) In the event that said Limited Partners nominate another Person to become a new General Partner of the Partnership in any of the circumstances described in this Section, Arthur W. Edwards and/or Frederic F. Case, as appropriate, upon receipt of Notice thereof from a majority in Interest of the Limited Partners, shall promptly transfer and assign their Partnership Interest and rights to receive unpaid installments of unearned fees due to them from the Partnership, to such Person, without the payment of any consideration therefore, effective upon the date of the removal. In the event the parties are unable to agree whether fees have been earned at such time, the matter shall be submitted to arbitration pursuant to Section 12.07.

(f) All Partners shall give, and hereby do give, such Consents, shall take such actions, and shall exe-

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cute such documents as shall be legally necessary and sufficient to effect all of the foregoing provisions of this Section, and the Managing General Partner is hereby granted an irrevocable power of attorney to execute any and all documents on behalf of the Partners and the Partnership as shall be legally necessary and sufficient to effect all of the foregoing provisions of this Section. The election by the Limited Partners to remove one or more General Partners under this Section shall not limit or restrict the availability and use of any other remedy which any Partner or the Partnership might have with respect to such General Partners in connection with their undertakings and responsibilities under this Agreement.

(g) If either or both of Arthur W. Edwards and/or Frederic F. Case are removed as General Partners for any of the reasons set forth in Sections 7.13(a) and (b), a majority in Interest of the Limited Partners shall have the right to remove any corporation admitted as a General Partner pursuant to Section 6.05 as General Partner at the same time or at any later time and without cause.

7.14 Applications for Rent Increases. The Managing General Partner shall make application to Fm.H.A. for increases in the rental payments for the dwelling units in the Project in the circumstances provided for under Fm.H.A. regulations or practice, at such times as the Managing General Partner determines are appropriate.

7.15 Selection of Managing Agent. The Partnership, with the approval of Fm.H.A., shall engage Case/Edwards Management Co., Inc. as the Managing Agent. The Managing Agent shall be paid a reasonable Project management fee, not in excess of the maximum fee approved by Fm.H.A. for such services. Such management fee shall be in addition to any fees payable to the General Partners under the Management Agreement in connection with this Agreement. The contract between the Partnership and the Managing Agent for the management plan for the Project shall be in a form acceptable to Fm.H.A.

7.16 Removal of the Managing Agent. The Managing Agent may be removed under the terms of the contract between the Partnership and the Managing Agent. If both Arthur W. Edwards and Frederic F. Case are removed as General Partners under Section 7.13, or if for any reason, upon the last of Arthur W. Edwards and Frederic F. Case to serve as General Partners, the Partnership may, and at the request of a majority in Interest of Limited Partners the Partnership shall,

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cause the removal of Case/Edwards Management Co., Inc., as Managing Agent.

7.17 Replacement of the Managing Agent. Upon the removal or resignation of the Managing Agent, a substitute Managing Agent shall be named by the Managing General Partner, and, with the approval of Fm.H.A., such substitute Managing Agent so named shall become the new Managing Agent for the Project.

7.18 Contingency Reserves. Subsequent to Final Closing, the Managing General Partner shall have the right to establish contingency reserves by paying therein Partnership funds up to a maximum amount of five percent (5%) of the Net Cash Flow in each fiscal year, provided that such contingency reserves may not at any time exceed $30,000, unless additional amounts are added to the contingency reserves with funds left over after the maximum cash distributions have been paid to the Partners under Fm.H.A. regulations. Such contingency reserves may be in addition to the Reserve for Replacements required by Fm.H.A. Any funds set aside in such contingency reserves shall not be available for distribution pursuant to Article X, but such funds may subsequently be made available for such distribution to the extent that the Managing General Partner determines that such funds are no longer necessary to be held as contingency reserves for the operation of the Partnership business.

7.19 Withholding of Fee Payments. In the event that the General Partners are at any time adjudicated by an arbitration tribunal or court, as the case may be, in default with respect to any material provision under this Agreement, or if any financing or interest credit commitment of Fm.H.A. shall have terminated, or if foreclosure proceedings are commenced against the Project, the Partnership shall withhold payment to the General Partners of any then unpaid installment of fees or other consideration otherwise payable under this Agreement. All amounts so withheld by the Partnership under this Section 7.19 shall be promptly released to the General Partners only after (i) such default has been cured or (ii) receipt of a final arbitration or judicial decision to the effect that they never were in default or that such default has been cured or waived.

7.20 Sale or Refinancing of the Project. At any time after a date which is 20 years after Final Closing, the General Partners may sell all or substantially all of the assets of the Partnership, without the Consent of any of the Limited Partners, provided that any sale shall meet the following criteria:

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(i) The sale shall be (A) an arm's-length sale to a bona fide third-party purchaser for cash, or (B) a sale to one or more of the General Partners or affiliated persons for cash at an arm's-length price; and

(ii) The General Partners shall have received two independent appraisals of the Project by MAI appraisers, each of which shall be not less than 95% of the sale price.

Any sale not meeting these criteria shall require the prior Consent of two-thirds in Interest of the Limited Partners. No refinancing effected on a date subsequent to the twentieth (20th) anniversary date of Final Closing shall require the Consent of any Limited Partner. The General Partners shall receive the prior Consent of Fm.H.A. to the refinancing if Fm.H.A. is at that time a mortgagee of the Project.

7.21 Sale of Land Surplus to the Project. At any time after Final Closing, the General Partners may sell and convey a portion of the land deemed by them, in their discretion, to be surplus to the operation of the Project, without the Consent of any of the Limited Partners, provided that any such sale shall meet the following criteria and conditions:

(i) The sale and conveyance shall be subject to the prior consent of any mortgagee of the Project at the time of the sale;

(ii) In the event the sale and conveyance is to be made to a third-party purchaser unrelated to the General Partners; (a) the General Partners shall have received two independent appraisals of the surplus land by MAI appraisers, each of which shall be not less than 95% of the sale price, and (b) each Limited Partner shall have been given at least 30 days Notice that the Limited Partners, collectively and individually as they shall determine among them, shall have a right of first refusal to purchase the portion of the land at the same price and on the same terms as the third party purchaser has offered all of which shall be contained in the Notice; and

(iii) In the event the sale and conveyance is to be made to the General Partners or an Affiliate of the General Partners; (a) the sale price shall be that fixed or approved by Fm.H.A. if it is at the time a mortgagee of the Project or, if Fm.H.A. is not at the time a mortgagee of the Project, the General Partners shall have received two independent appraisals of the Project by MAI appraisers, each of which shall be not less than

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95% of the sales price, and (b) each Limited Partner shall have been given at least 30 days Notice that the Limited Partners, collectively and individually as they shall determine among them, shall have a right to participate to the extent of a fifty percent interest in such project as the General Partners propose for the surplus land on the same basis, terms, and cash contributions as the General Partners afford to one or more new third party participants in the project, or, if there are to be no participants, on the same basis terms and cash contributions as are afforded the General Partners or their affiliates, all of which shall be contained in the notice.

Any sale and conveyance not meeting the foregoing criteria and conditions shall require the prior Consent of two-thirds of Interest of the Limited Partners.

ARTICLE VIII
TRANSFERS OF, AND RESTRICTIONS OF TRANSFERS OF, INTERESTS OF LIMITED PARTNERS

8.01 Purchase for Investment.

(a) Each Limited Partner hereby represents and warrants to the General Partners and to the Partnership that his acquisition of his Interest is made as principal for his account for investment purposes only and not with a view to the resale or distribution of such Interest.

(b) Each Limited Partner agrees that he will not sell, assign or otherwise transfer his Interest or any fraction thereof to any Person who does not similarly represent and warrant and similarly agree not to sell, assign or transfer such Interest or fraction thereof to any Person who does not similarly represent and warrant and agree.

8.02 Restrictions on Transfers of Limited Partnership Interests.

(a) Except as provided in Section 8.03(d), no Limited Partner may offer, sell, assign, hypothecate or pledge in whole or in part his Partnership Interest without the Consent of the Managing General Partner.

(b) No Limited Partner may sell, transfer or assign in whole or in part his Partnership Interest if such sale, transfer or assignment would cause the termination of the Partnership for Federal income tax pur-

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poses. Counsel for the Partnership shall give its opinion to the Managing General Partner as to whether such sale, transfer or assignment would cause the termination of the Partnership for Federal income tax purposes, and the Managing General Partner shall be entitled to rely upon such opinion in determining whether such sale, transfer or assignment would cause the termination of the Partnership.

(c) Except as provided in Section 8.03(d), no Limited Partner may offer, sell, transfer, assign, hypothecate or pledge in whole or in part his Partnership Interest unless the Managing General Partner shall have received an opinion of counsel satisafactory to him that such proposed disposition (i) may be effected without registration of the Interest under the Securities Act of 1933, as amended, and (ii) would not be in violation of any applicable state securities or "Blue Sky" law (including investment suitability standards).

(d) Except as provided in Section 8.03(d), no Limited Partner may sell, transfer or assign in whole or in part his Partnership Interest to a minor or incompetent, unless by will or intestate succession.

(e) Any transfer of a Partnership Interest must comply with all applicable Fm.H.A. rules and regulations in effect at the time of such transfer, including Fm.H.A. approval of any Interest equal to or greater than 10% of all Partnership Interests.

8.03 Right of First Refusal.

(a) A Limited Partner (hereinafter in this Section referred to as the "Selling Partner") may not, except as provided in Sections 5.01 or 5.03, transfer, sell, alienate, assign, give, bequeath or otherwise dispose of all or a portion of his Partnership Interest, whether voluntarily or by operation of law or at judicial sale or otherwise, to any Person without first offering the same for a period of thirty (30) days to the other Limited Partners not then in default and to the General Partners, at a price and upon terms no less favorable than those which the Selling Partner is willing to accept from a third party (as evidenced by a bona fide offer received from such third party by such Selling Partner). Such offer by a Selling Partner to sell to the other Partners shall be in writing and shall contain a statement setting forth the price and terms offered by, and the name and address of, such third party.

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(b) Within thirty (30) days after receipt of such written offer, the other Partners not then in default may accept such offer in writing, in which case the Selling Partner and the other Partners shall, subject to the provisions of Sections 8.01 and 8.02, promptly consummate such sale. In the event that two or more Limited Partners desire to purchase the Interest of the Selling Partner and are unable to agree as to the apportionment therof, each such Limited Partner shall be entitled to purchase that portion of the Interest being sold which bears to the entire Interest being sold the same ratio which his Interest bears to the aggregate of the Interests of all the Limited Partners desiring to purchase such Interest. In the event that one or more Limited Partners and one or more General Partners desire to purchase the Interest of the Selling Partner, such Limited Partners shall, unless they otherwise agree, be entitled to purchase the entire Interest of the Selling Partner.

(c) If, within such thirty (30) day period, the Partners have not agreed to purchase, on the terms and conditions above provided, the entire Interest being offered by the Selling Partner, the Selling Partner may, subject to the provisions of Section 8.01 and Section 8.02, within forty-five (45) days from the date of expiration of such thirty (30) day period, transfer his Interest to such third party at a price not less than the price, and on terms not less favorable to the Selling Partner than the terms, at which such Interest was offered to the other Partners. If such Interest is not so disposed of within such period of forty-five (45) days, the Selling Partner shall, before the disposition of his Interest, again be obligated to offer it first to the other Partners pursuant to this Section.

(d) The provisions of Sections 8.02(a) and (c) and 8.03 shall not apply to any transfer or assignment of the Partnership Interest of a bankrupt, deceased, dissolved or incompetent Limited Partner, to the trustee, executor, administrator or guardian of his estate, as provided by Section 8.06, but, this Section shall apply to such trustee, executor, administrator or guardian to the same extent that, under the circumstances of any particular transfer, sale, alienation, assignment, gift, bequest or other disposition, such provision would have applied to the bankrupt, deceased, dissolved or incompetent Limited Partner.

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8.04 Admission of Substitute Limited Partner.

(a) Subject to the other provisions of this Article VIII, an assignee of the Interest of a Limited Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Interest) shall be deemed admitted as a Limited Partner of the Partnership only upon the satisfactory completion of the following:

(i) Consent of the Managing General Partner shall have been given, which Consent may be evidenced by the execution by the Managing General Partner of a Certificate evidencing the admission of such Person as a Limited Partner;

(ii) The Assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Managing General Partner may require in order to effect the admission of such Person as a Limited Partner.

(iii) A Certificate evidencing the admission of such Person as a Limited Partner shall have been filed for recording;

(iv) The assignee shall have delivered a letter containing a representation in the form set forth in Section 8.01(a) and an agreement in the form set forth in Section 8.01(b).

(v) If the assignee is a corporation, the assignee shall have provided the Managing General Partner with evidence satisfactory to counsel for the Partnership of its authority to become a Limited Partner under the terms and provisions of this Agreement;

(vi) The assignee shall have paid all reasonable legal fees of the Partnership and the Managing General Partner and filing and publication costs in connection with his substitution as a Limited Partner; and

(vii) The assignee shall have complied with all applicable FmHA rules and regulations.

(b) For the purpose of allocating profits and losses and distributing cash received by the Partnership, a Substitute Limited Partner shall be treated as

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having become, and appearing in the records of the Partnership as, a Partner upon his signing this Agreement.

(c) The General Partners shall cooperate with the Person seeking to become a Substitute Limited Partner by preparing the documentation required by this Section and making all official filings and publications. The Partnership shall take all such action, including the filing for recordation of any Certificate evidencing the admission of any Person as a Limited Partner, and the making of any other official filings and publications, as promptly as practicable after the satisfaction by the assignee of the Interest of a Limited Partner of the conditions in this Article VIII to the admission of such Person as a Limited Partner of the Partnership.

8.05 Rights of Assignees of Partnership Interests.

(a) Subject to the provisions of Sections 8.01 and 8.02, except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Limited Partner of his Interest until the Partnership has received Notice thereof.

(b) Any Person who is the assignee of all or any portion of a Limited Partner's Interest, but does not become a Substitute Limited Partner and desires to make a further assignment of such Interest, shall be subject to all the provisions of this Article VIII to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his Interest.

8.06 Effect of Bankruptcy, Death or Incompetence of a Limited Partner. The bankruptcy of a Limited Partner or the death of a Limited Partner or an adjudication that a Limited Partner is incompetent (which term shall include, but not be limited to, insanity), shall not cause the termination or dissolution of the Partnership, and the business of the Partnership shall continue with Partnership property. If a Limited Partner becomes bankrupt, the trustee or receiver of his estate or, if he dies, his executor, administrator or trustee, or, if he is adjudicated incompetent, his committee, guardian or conservator, shall have the rights of such Limited Partner for the purpose of settling or managing his estate or property and such power as the bankrupt, deceased or incompetent Limited Partner possessed to assign all or any part of his Interest and to join with the assignee in satisfying conditions precedent to the admission of the assignee as a Substitute Limited Partner.

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8.07 Joint Ownership of Interests. An Interest may be acquired or held by two individuals as joint tenants with right of survivorship. Any Consent of the Limited Partners shall require the action or vote of both owners of any such jointly held Interest. Upon the death of one owner of a jointly held Interest, the Interest shall become owned solely by the survivor as a Limited Partner and not as an assignee. The Partnership need not recognize the death of one of the owners of a jointly-held Interest until it shall have received Notice of such death. Upon Notice to the Managing General Partner from either owner, the Managing General Partner shall cause the Interest to be divided into two equal Interests, which shall thereafter be owned separately by each of the former owners.

ARTICLE IX
RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

9.01 Management of the Partnership. No Limited Partner shall take part in the management or control of the business of the Partnership or transact any business in the name of the Partnership. No Limited Partner shall have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. No Limited Partner shall have any power or authority with respect to the Partnership except insofar as the Consent of the Limited Partrers shall be expressly required and except as otherwise expressly provided in this Agreement.

9.02 Limitation on Liability of Limited Partners. The liability of each Limited Partner shall be limited to his Capital Contribution as and when it is payable under the provisions of this Agreement. No Limited Partner shall have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Partnership, nor shall any Limited Partner be personally liable for any obligations of the Partnership. No Limited Partner shall be obligated to make loans to the Partnership

9.03 Other Activities. The Limited Partners may engage in or possess interests in other business ventures of every kind and description for their own accounts, including, without limitation, serving as general or limited partner of other partnerships which own, either directly or through interests in other partnerships, government-assisted housing projects similar to the Project. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to such business ventures or to the income or profits derived therefrom.

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Arthur W. Edwards, General Partner 2.50%

Frederic F. Case, General Partner 2.50%

Limited Partners, in accordance with their Interests 95.00%

... available for distribution shall be ... first, to the repayment of any ... only out of Net ... accrued

9.04 Ownership by Limited Partner of Corporate General Partner or Affiliate. No limited Partner shall at any time, either directly or indirectly, own any stock or other interest in any corporate General Partner or in any Affiliate thereof, if such ownership by itself or in conjunction with other stock or other interests owned by other Limited Partners would, in the opinion of counsel for the Partnership, jeopardize the classification of the Partnership as a partnership for Federal income tax purposes. The Managing General Partner shall be entitled to make such reasonable inquiry of the Limited Partners as is required to establish compliance by the Limited Partners with the provisions of this Section. In the event of any violation of the provisions of this Section by any one or more Limited Partners, such Limited Partner or Limited Partners shall either dispose of his Interest in the Partnership (subject to and in compliance with the provisions of Article VIII) or of his stock or other interest in the corporate General Partner or Affiliates to the extent necessary so that, in the opinion of counsel for the Partnership, the classification of the Partnership as a partnership for Federal income tax purposes is no longer in jeopardy. The obligation of any such disposition required of more than one Limited Partner shall be shared among them on an equitable basis. Notwithstanding the foregoing, neither the General Partners nor any Limited Partner shall be liable in damages to the Partnership or to any Partner by reason of any violation of this Section, except for damages arising out of any material misrepresentation by any Limited Partner relating to the ownership of stock or other interest in a corporate General Partner or any Affiliate by him or by any member of his family (within the meaning of the attribution rules set forth in Section 318 of the Internal Revenue Code of 1954) or by reason of any failure by any Limited Partner to dispose of his Interest in the Partnership or of his stock or other interest in a corporate General Partner or Affiliate within a reasonable time after Notice to such Limited Partner by the Partnership of the obligation to make such disposition.

ARTICLE X
PROFITS, LOSSES AND DISTRIBUTIONS

10.01 Allocation of Profits and Losses and Cash Distributions.

(a) All profits and losses (subject to the provisions of Section 10.05 with respect to the allocation of gains and losses) shall be allocated and distributed as follows:

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10.01(c) shall apply to such sale, assignment or transfer and the General Partners shall be treated as if they were Limited Partners for the purpose of applying such Section 10.01(c).

(e) The Partnership shall distribute Net Cash Flow not less frequently than annually in the manner provided in this Agreement.

10.02 Determination of Profits and Losses. Profits and Losses for all purposes of this Agreement shall be determined in accordance with the accounting method followed by the Partnership for Federal income tax purposes. Every item of income, gain, loss, deduction, credit or tax preference entering into the computation of such profit or loss, or applicable to the period during which such profit or loss was realized, shall be considered allocated to each Partner in the same proportion as profit and loss are allocated to such Partner.

10.03 Distribution of Proceeds from Sale or Refinancing of the Project. In the event that the Partnership sells or refinances the Project (excluding from the operation of this Section 10.03 any such proceeds included in Net Cash Flow), the net proceeds from any such sale or refinancing will be distributed and applied by the Partnership in the order of priority in Section 10.04.

10.04 Distribution of Proceeds from Sale and Liquidation of Partnership Property.

(a) The proceeds resulting from the liquidation of the Partnership assets pursuant to Section 11.02 and the proceeds resulting from the sale or refinancing of the Project shall be distributed and applied in the following order of priority:

(i) to the payment of debts and liabilities of the Partnership (including all expenses of the Partnership incident to any such liquidation of the Partnership or sale or refinancing referrred to immediately above, other than loans or other debts and liabilities of the Partnership to Partners or any Affiliates);

(ii) to the setting up of any reserves which the Liquidator deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership;

(iii) to the repayment of any unrepaid loans, including but not limited to the Working Capital

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Loan, the General Purpose Loan, and accrued but unpaid interest on either loan, theretofore made by the Partners or any Affiliates to the Partnershp for Partnership obligations, and to the payment of any other debts and liabilities of the Partnership to Partners or any Affiliates.

(iv) to the Limited Partners in the amount of their Capital Contributions;

(v) to the General Partners in the amount of their Capital Contributions; and

(vi) thereafter, 50% to the Limited Partners, in accordance with their Interests, and 50% to the General Partners, in accordance with their Interests.

(b) If there are insufficient funds to make payment in full of all amounts to all of the Partners entitled to such payments under any subsection of Section 10.04(a), the funds then available for payment under such subsection shall be allocated proportionately among the Partners entitled to payment pursuant to such subsection in accordance with the ratios of their Percentage Interests.

10.05 Allocation of Gains and Losses. Gains and losses recognized by the Partnership upon the sale, exchange or other disposition of the real property in the Project shall be allocated in the following manner:

(a) All gains (but not losses) shall be allocated among the Partners as follows until the amount of gain set forth in Section 10.05(b) hereof has been cumulatively so allocated over the term of the Partnership:

General Partners, in accordance with their Interests	5.0%
Limited Partners, in accordance with their Interests	95.0%

(b) The amount of gain referred to in Section 10.05(a) above is an amount equal to:

(i) the sum of the Partnership's liabilities immediately before the sale, exchange or other disposition of the real property in the Project and the total Capital Contributions made by the Partners to the extent not previously repaid less

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(ii) the basis of the real property in the Project for Federal income tax purposes adjusted to the date of the sale, exchange or other disposition.

(c) All gains in excess of the amount of gain set forth in Section 10.05(b) above and all losses on the sale, exchange or other disposition of all or any part of the real property in the Project shall be allocated among the Partners, in accordance with their Interests, as follows:

General Partners	50.0%
Limited Partners	50.0%

ARTICLE XI
SALE, DISSOLUTION AND LIQUIDATION

11.01 Dissolution of the Partnership. The Partnership shall be dissolved on the earlier of the expiration of the term of the Partnership, or upon:

(a) the withdrawal of a General Partner who is at that time the sole General Partner;

(b) the bankruptcy, death, dissolution or adjudication of incompetency of a General Partner who is at that time the sole General Partner;

(c) the passage of thirty (30) days after the sale or other diposition of the Partnership's interest in the Project;

(d) the election by Limited Partners whose combined Interests represent 80% of the total Partnership Interests, provided that such election is made only after a date that follows the latest to occur of (i) Final Closing or (ii) the paymeit to the Partnership by the Limited Partners of all installments of their Capital Contributions due under Section 5.01; or

(e) any other event causing the dissolution of the Partnership under the laws of the State of Maryland.

11.02 Winding Up and Distribution.

(a) Upon the dissolution of the Partnership pursuant to Section 11.01, the Partnership business shall

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be wound up and its assets liquidated as provided in this Section 11.02, and the net proceeds of such liquidation shall be distributed in accordance with Section 10.04.

(b) The Liquidator shall file all certificates and notices of the dissolution of the Partnership required by law. The Liquidator shall proceed without any unnecessary delay to sell and otherwise liquidate the Partnership's property and assets; provided, however, that if the Liquidator shall determine that an immediate sale of part or all of the Partnership property would cause undue loss to the Partners, in order to avoid such loss, the Liquidator may, except to the extent prohibited by the Uniform Limited Partnership Act of the State of Maryland, defer the liquidation of the Partnership property for a reasonable time, except for such liquidation as may be necessary to satisfy the debts and liabilities of the Partnership to Persons other than the Partners. Upon the complete liquidation and distribution of the Partnership assets, the Partners shall cease to be Partners of the Partnership and the Liquidator shall execute, acknowledge and cause to be filed all certificates and notices required by law to terminate the Partnership.

(c) Upon the dissolution of the Partnership pursuant to Section 11.01, the accountants for the Partnership shall promptly prepare, and the Liquidator shall furnish to each Partner, a statement setting forth the assets and liabilities of the Partnership upon its dissolution. Promptly following the complete liquidation and distribution of the Partnership property and assets, the Partnership accountants shall prepare, and the Liquidator shall furnish to each Parther, a statement showing the manner in which the Partnership assets were liquidated and distributed.

ARTICLE XII
BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS, ETC.

12.01 Books and Records. The books and records of the Partnership shall be maintained on an accrual basis in accordance with sound Federal income tax accounting principles. These and all other records of the Partnership, in-including information relating to the status of the Project, information with respect to the sale by the General Partners or any Affiliate of goods or services to the Partnership, and a list of the names and addresses of all Limited Partners,

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shall be kept at the principal office of the Partnership and a list of the names and addresses of all Limited Partners, shall be available for examination by any Partner, or his duly authorized representatives, at any and all reasonable times. Any Partner, or his duly authorized representatives, upon paying the costs of collection, duplication and mailing, shall be entitled to a copy of the list of names and addresses of the Limited Partners.

12.02 Custody of Partnership Funds; Bank Accounts.

(a) The Managing General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in the immediate possession or control of the Managing General Partner. The funds of any other Person and the Managing General Partner shall not employ, or permit any other Person to employ, such funds in any manner except for the benefit of the Partnership.

(b) All funds of the Partnership not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Managing General Partner shall determine, and withdrawls shall be made only in the regular course of Partnership business on such signature or signatures as the General Partners may, from time to time, determine.

12.03 Accounts. The accountants for the Partnership shall be Regardie, Brooks & Lewis or such other firm of certified public accountants as shall be selected by the Managing General Partner. The accountants shall prepare for execution by the Managing General Partner all tax returns of the Partnership, shall audit the books of the Partnership, and shall certify, in accordance with generally accepted accounting principles, a balance sheet, a profit and loss statement and a cash flow statement.

12.04 Reports to Limited Partners.

(a) The Managing General Partner shall mail not later than March 15 of every year to all Persons who were Limited Partners at any time during the Partnerships' prior fiscal year all necessary tax information. Not later than March 15th of every year, the Managing General Partner shall mail to the same Persons an annual report of the Partnership, including a statement of all transactions required by Section 7.05 to be disclosed to all Partners, a report of the Partnerships' accountants containing certified financial statements including but

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not limited to a balance sheet, profit and loss statement and statement of changes in financial condition for the preceeding fiscal year, and any other information regarding the Partnership and its operations during the prior fiscal year deemed by the Managing General Partner to be material to the Limited Partners. Not later than December 1 of every year, the Managing General Partner shall mail to the same Persons an estimated taxable income or loss report for the current fiscal year. Not later than August 15th, the Managing General Partner shall mail to the same persons unaudited semi-annual financial reports for the semi-annual period ending the immediately preceding June 30.

(b) The Managing General Partner shall also promptly furnish to the Limited Partners a copy of every financial report and statement requested by Fm.H.A. or by any other governmental agency having jurisdiction over the Project or the Partnership. The Managing General Partner shall also promptly furnish to the Limited Partners information relating to any major extraordinary event adversely affecting the operation of the Project, and such additional information to the Limited Partners with respect to the operations, finances and physical conditions of the Project as a majority in interest of the Limited Partners may reasonably request.

(c) The Managing General Partner shall promptly Send Notice to the Limited Partners of any audit or investigation of the financial records of the Partnership conducted by any representative of the Internal Revenue Service.

12.05 Tax Elections. In the event of a transfer of all or any part of the Interest of a General Partner or of a Limited Partner, the Partnership may elect, pursuant to Sections 743 and 754 of the Internal Revenue Code of 1954 (or any corresponding provision of succedding law), to adjust the basis of the Partnership property if, in the opinion of the Managing General Partner, such election would be advantageous to the Limited Partners as a group. Except insofar as an election pursuant to Section 754 has been made with respect to the Interest of any Partner, the determination of profits, losses and cash distributions shall be made as provided for in this Agreement. With respect to anyu Partner whose Interest has been affected by an election pursuant to Section 754, appropriate adjustments shall be made with respect to the determination of profits, losses and cash distributions. Each Partner agrees to furnish the Partnership with all information necessary to give effect to such election. The Partnership may elect to make any other election permitted under any provision of the Internal Revenue Code if, in the

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opinion of the Managing General Partner, based upon the advice of the accountants for the Partnership, such election would be advantageous to the Limited Partners as a group or to any Limited Partner without being disadvantageous to any other Limited Partner.

12.06 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

12.07 Arbitration. Any dispute, controversy or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by arbitration in the District of Columbia pursuant to the rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in the highest court of the forum, state or Federal, having jurisdiction. The expenses of the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel.

12.08 Syndication Fee. The Partnership shall pay to Brean Murray, Foster Securities Inc. a syndication fee of $15,000 and an amount, up to $2,500, in reimbursement for actual expenses on the execution of this Agreement.

ARTICLE XIII
AMENDMENTS

13.01 Proposal and Adoption of Ammendments Generally.

(a) Amendments to this Agreement to reflect the addition or substitution of a Limited Partner, the designation of an additional or successor General Partner, or the withdrawal of a General Partner shall be made at the time and in the manner referred to in Section 10.03. Any other amendments to this Agreement may be proposed:

(i) by any general Partner, which shall give Notice to the Limited Partners of (A) the text of such amendment, (B) a statement of the purpose of such amendment, and (C) an opinion of counsel obtained by the General Partners to the effect that such amendment is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partner

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and will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes; or

(ii) by Limited Partners whose combined Interests represent 10% or more of the Interests of all Partners not then in default, who shall submit to the General Partners the text of such proposed amendment, together with a statement of the purpose of such amendment an an opinion of counsel obtained by such Limited Partners to the effect that such amendment is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partners, and will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes.

The general Partners shall, within twenty (20) days after receipt of any proposal under Subsection (ii) above, give Notice to all Limited Partners of such proposed amendment and its statement of purpose and accompanying opinion of counsel, together with the views, if any, of the General Partners with respect to such proposed amendment (including with respect to whether such proposed amendment is permitted by the Uniform Limited Partnership Act of the State of Maryland, and will not impair the limited liability of the Limited Partners, or will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes).

(b) Except as otherwise provided for with respect to amendments described in Section 13.03 and subject to the provisions of Section 13.02, an amendment to this Agreement shall be adopted if such amendment shall have been Consented to either (i) by all General Partners, by at least two-thirds in Interest of the Limited Partners and by any Limited Partner whose approval is required by Section 13.02, provided that counsel for the Partnership gives its opinion to the Partnership to the effect that the Consent to such amendment by at least two-thirds in Interest of the Limited Partners is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partners, and will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes, or (ii) by all the General and Limited Partners.

(c) The General Partner shall within a reasonable time after the adoption of any amendment to this Agree-

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ment make any official filings or publications required or desirable to reflect such amendment including any required filings for recordation of any Certificate.

13.02 Limitations of Amendments. Notwithstanding the provisions of Section 13.01, no amendment to this Agreement may:

(a) add to, detract from, or otherwise modify the purpose of the Partnership without the Consent of all the Partners;

(b) enlarge the obligations of any Partner under this Agreement or convert the Interest of any Limited Partner into the Interest of a General Partner or modify the limited liability of any Limited Partner, without the Consent of such Partner;

(c) modify the method of determining, or the order provided in Article X for allocations of profits and losses and distributions of Net Cash Flow, and net proceeds from the sale or other distributions of the Project, and net proceeds resulting for the liquidation of the Partnership, without the Consent of each Partner adversely affected by such modification;

(d) amend this Article XIII or Section 14.03 without the Consent of all Partners; or

(e) directly or indirectly diminish or adversely affect the rights, intersts and security of the Farmers Home Adiministration of the United States Department of Agriculture under any of the instruments executed by the Partnership for its benefit, including the security agreement, or to the mortgaged property.

13.03 Amendments on Admission or Withdrawal of Partners.

(a) If this Agreement shall be amended as a result of adding or substituting a Limited Partner pursuant to Section 8.04, the amendment to this Agreement shall be signed by the Managing General Partner, and by the Persons to be substituted or added, and, if a Limited Partner is to be substituted, by the assigning Limited Partner or its attorney-in-fact, and by the other Limited Partners or their attorneys-in-fact.

(b) if this Agreement shall be amended to reflect the withdrawal of a General Partner and the business of the Partnership is continued, such amendment shall be assigned by the remaining or successor General Part-

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ner(s), and by the Limited Partners or their attorneys-in-fact.

ARTICLE XIV
CONSENTS, VOTING AND MEETINGS

14.01 Method of Giving Consent. Any Consent required by this Agreement may be given as follows:

(a) by a written Consent given by the consent Partner and received by the Managing General Partner at or prior to the doing of the act or things for which the Consent is solicited, provided that such Consent shall not have been nullified by:

(i) Notice to the Managing General Partner of such nullification by the Consenting Partner prior to the doing of any act or thing the doing of which is not subject to approval at a meeting called pursuant to Section 14.02;

(ii) Notice to the Managing General Partner of such nullification by the Consenting Partner to the time of any meeting called pursuant to Section 14.02 to consider the doing of such act or thing; or

(iii) the negative vote by such Consenting Partner at any meeting called pursuant to Section 14.02 to consider the doing of such act or thing; or

(b) by the affirmative vote of the Consenting Partner to the doing of the act or thing for which the Consent is solicited at any meeting called pursuant to Section 14.02 to consider the doing of such act or thing.

14.02 Meetings of Limited Partners. Any matter requiring the Consent of all or any of the Limited Partners pursucant to any Section of this Agreement may be considered at a meeting of the Limited Partners held not less than fifteen (15) nor more thean sixty (60) days after Notice thereof shall have been given by any General Partner to all Limited Partners. Such Notice (a) may be given by a General Partner, in its discretion, at any time, or (b) shall be given by the Managing General Partner within fifteen (15) days after receipt from the Limited Partners whose combined interests represent 10% or more of the Interests of all Partners not then in default of a request for such meeting. Such meeting shall be held either at the principal office of the Partnership or the principal office of the Managing General Partner,

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as shall be specified by the Managing General Partner, if Notice of such meeting is given pursuant to clause (a) of the next preceding sentence, or by the requesting Limited Partners, if Notice of such meeting is given pursuant to clause (b) of the next preceding sentence.

14.03 Limitations on Consents by Less Than All Limited Partners. At any time in which the Consent of the Limited Partners is solicited pursuant to a provision of this Agreement that authorizes the doing of an act or thing with the Consent of a percentage in Interest of the Limited Partners less than all of the Limited Partners, counsel for the Partnership will be requested by the Managing General Partner to render its opinion to the Partnership to the effect that the giving of Consent by less than all of the Limited Partners, in the circumstances then present, is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partners, and will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes. If counsel for the Partnership is unable to render such opinion, then either (a) the Consent of such additional Limited Partners shall be obtained as will enable counsel for the Partnership to deliver such opinion, or (b) the Consent of all of the General Partners and Limited Partners shall be obtained, in which event no opinion of counsel for the Partnership shall be required.

14.04 Submissions to the Limited Partners. The General Partner shall give the Limited Partners Notice of any proposal or other matter required by any provision of this Agreement or by law to be sumitted for consideration and approval of the Limited Partners. Such Notice shall include any information required by the relevant provision or by law.

ARTICLE XV
GENERAL PROVISIONS

15.01 Fm.H.A. Provisions. This entire Agreement is subject to the right of Fm.H.A. to refurse to allow the voluntary dissolution or transfer of Partnership interests with respect to this Partnership, and such act of transfer, addition or substitution shall be invalid and void unless prior written consent of the Fm.H.A. is granted. This Consent is to be required until such time as all obligations of this Partnership to Fm.H.A. are complete and a satisfaction has been properly recorded in the appropriate records. The above noted requirement of Consent by Fm.H.A. shall not be required for the addition or substitution of Limited Partners whose Interest is less than ten percent (10%).

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15.02 Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

15.03 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

15.04 Pronouns and Plurals. All pronouns used herein shall be deemed to refer to the masculine, feminime, neuter, singular or plural as the the identity of the Person or Persons may require in the context, and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa, whichever the context may require.

15.05 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

15.06 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision which is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

15.07 Entire Agreement. This Agreement, together with the other agreements dated as of January , 1982 relating to additional obligations of the General Partners to the Partnership or the the Limited Partners, set forth all (and is intended by all parties to be an integration of all) of the promises, agreements and understandings among the parties hereto with respect to the Partnership, the Partnership business and the property of the Partnership, and there are no promises, agreements, or understandings, oral or written,

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expressed or implied, among them other than as set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures and seals as of the 22nd day of January, 1982.

GENERAL PARTNERS:

WITNESS:

Robert L. Ash

K. Wiedweg

Arthur W. Edwards

Frederic F. Case

WITNESS:

LIMITED PARTNERS:

Sidney Pepper

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~~STATE OF FLORIDA~~)
District of Columbia ss.:
~~COUNTY OF DADE~~)

On this 27th day of January in the year of 1982, before me, a Notary Public in and for the aforesaid State and County, personally appeared Arthur W. Edwards and Frederic F. Case, known to me to be the General Partners named in and subscribing to the foregoing AMENDED CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT OF DECATUR ASSOCIATES.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the day and year in this Certificate first above written.

Nicole Donnelly (SEAL)
Notary Public

My Commission Expires: Oct. 31, 1983

STATE OF FLORIDA)
: ss.:
COUNTY OF DADE)

On this 26 day of January in the year of 1982, before me, a Notary Public in and for the aforesaid State and County, personally appeared Sidney Pepper, known to me to be a Limited Partner named in and subscribing to the foregoing AMENDED CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT OF DECATUR ASSOCIATES.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the day and year in this Certificate first above written.

Lyon A. Ferrari (SEAL)
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 30 1983
BONDED THRU GENERAL INS. UNDERWRITERS

Laryce Hallman
Mailed to:

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DECATUR ASSOCIATES
LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT

Robert L. Ash
OBER, KALER, GRIMES & SHRIVER
ATTORNEYS AT LAW
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
710 RING BUILDING
1200 EIGHTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

BOOK 24 PAGE 317

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Cert of Amendment

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 11:20 MO. DAY YEAR 6/28/85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY

(52)

old - make card

1985 JUN 28 A 11:20

Book 182 - Page 291-A

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BOOK 24 PAGE 318

VOL 182 PAGE 292

CERTIFICATE OF AMENDMENT
OF
DECATUR ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28, 1985 AT 11:20 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

60

RECORDED IN LIBER 2732, FOLIO 002386, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1938578

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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recorded

JEFFERSON ASSOCIATES LIMITED PARTNERSHIP
CERTIFICATE OF AMENDMENT

WHEREAS, Jefferson Associates was formed as a Maryland limited partnership pursuant to a Certificate of Limited Partnership filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland, and was continued as a limited partnership under the Maryland Uniform Limited Partnership Act, pursuant to that certain Amended Certificate of Limited Partnership and Limited Partnership Agreement ("the Partnership Agreement") dated May 1, 1981, a copy of which is attached hereto as Exhibit 1, which was filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland in Volume 14, page 401; and

WHEREAS, the partners wish to amend the Partnership Agreement in order to comply with the provisions of the Maryland Revised Uniform Limited Partnership Act;

NOW, THEREFORE, Arthur W. Edwards, one of the general partners of Jefferson Associates, certifies as follows:

1. The name of the partnership shall be Jefferson Associates Limited Partnership.

2. The principal office of the partnership shall be 410 Severn Avenue, Suite A-301, Annapolis, Maryland 21403, and the resident agent shall be Arthur W. Edwards at that same address.

3. The name and address of each partner is:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:59
E. AUBREY COLLISON
CLERK

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General Partners

Arthur W. Edwards	6 Norwood Road Annapolis, Maryland 21401
Frederic F. Case	7404 Summit Avenue Chevy Chase, Maryland 20815

Limited Partners

Seymour Gerber	c/o Levenshon & Company 1110 Brickell Avenue Suite 800 Miami, Florida 33131
Jay Cooper	c/o Levenshon & Company 1110 Brickell Avenue Suite 800 Miami, Florida 33131
Edward L. and Loretta W. Slater	c/o Levenshon & Company 1110 Brickell Avenue Suite 800 Miami, Florida 33131
Harold Winter	c/o Levenshon & Company 1110 Brickell Avenue Suite 800 Miami, Florida 33131

4. In all other respects, the Partnership Agreement shall remain in full force and effect.

5. Jefferson Associates Limited Partnership elects to be bound by the Maryland Revised Uniform Limited Partnership Act before July 1, 1985.

WITNESS the following signature this 27 day of June, 1985.

Arthur W. Edwards

Arthur W. Edwards

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BOOK 24 PAGE 321

JEFFERSON ASSOCIATES,
LIMITED PARTNERSHIP

AMENDED

CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

Dated as of May 1, 1981

EXHIBIT 1

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JEFFERSON ASSOCIATES, LIMITED PARTNERSHIP

AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP
AND LIMITED PARTNERSHIP AGREEMENT

RECITALS

WHEREAS, Jefferson Associates are formed as a limited partnership under the Uniform Limited Partnership Act as enacted in the State of Maryland pursuant to a Certificate of Limited Partnership filed for recording in Sussex County, Delaware on April 21, 1981 and in Anne Arundel County, Maryland on April 10, 1981 with ARTHUR W. EDWARDS and FREDERIC F. CASE as General Partners and Limited Partners; and

WHEREAS, the Partners of Jefferson Associates now desire to (i) set forth additional terms and conditions with respect to the Partnership and (ii) restate the Partnership Agreement in its entity.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to continue Jefferson Associates as follows:

ARTICLE 1
FORMATION OF THE PARTNERSHIP

1.01 Formation. The undersigned hereby continue the Partnership as a limited partnership under the Uniform Limited Partnership Act of the State of Maryland.

1.02 Name. The name of the Partnership shall be JEFFERSON ASSOCIATES.

1.03 Principal Office and Place of Business. The principal office and place of business of the Partnership shall be 20 Ridgley Avenue, Annapolis, Maryland, 21401, or at such other location as may hereafter be determined by the Managing General Partner. The Managing General Partner shall promptly notify the Limited Partners of any change in the principal office or place of business. The Partnership may maintain such other offices at such other place or places as the Managing General Partner may from time to time deem advisable.

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1.04 Term. The term of the Partnership shall commence on October 15, 1979 and shall terminate on December 31, 2060, unless the partnership is sooner dissolved in accordance with Article XI.

1.05 Filing of Agreement and Perfection of Limited Partnership. The Managing General Partner shall, without delay, file for recording this Agreement and any and all amendments to this Agreement, and any certificate and any and all amendments to any certificate, required by law to be filed and recorded hereafter for any reason, in such office or offices as are required under the laws of the State of Maryland. The Managing General Partner shall also promptly register the Partnership under an assumed or fictitious name statute, or similar law, if any, in force and effect in the State of Maryland. The Managing General Partner shall, to the extent it is within his control, do all other acts and things (including publication or periodic filings of any certificate) that may now or hereafter be required for the perfection and continuing maintenance of the Partnership as a limited partnership under the laws of the State of Maryland or necessary in order to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Maryland.

1.06 Qualification in Delaware. The Managing General Partner shall, without delay, file for recording this Agreement and any and all amendments to this Agreement, any certificate and any and all amendments to any certificate, and any other document, instrument in such office or offices as are required under the laws of the State of Delaware and take such action or actions, including, without limitation, registering the Partnership under an assumed or fictitious name, statute or similar law, if any, in the State of Delaware, which are required to qualify the Partnership to conduct its business in the State of Delaware. The Managing General Partner shall also do or cause to be done all other acts and things that may now or hereafter be required in order to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Delaware.

ARTICLE II
DEFINED TERMS

The following defined terms used in this Agreement shall have the meanings specified below:

"Affiliate" means any Person that directly or indirectly through one or more intermediaries controls or is

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controlled by or is under common control with the General Partners or any of them.

"Agreement" means this Amended Certificate of Limited Partnership and Limited Partnership Agreement, as initially executed, or as amended from time to time, as the context may require.

"Bankruptcy" means the initiation of any proceedings whether voluntary or involuntary, under the Federal bankruptcy act, including without limitation an assignment for the benefit of creditors.

"Capital Contribution" means the total amount of capital contributed or agreed to be contributed to the Partnership by each Partner pursuant to the terms of the Agreement. Any reference to the Capital Contribution of a Partner shall include the Capital Contribution made by a predecessor holder of the interest of such Partner.

"Certificate" means this Agreement or any Certificate of Limited Partnership or any other instrument or document which is required under the laws of the State of Maryland to be signed and sworn to by the Partners of the Partnership and filed for recording in the appropriate public offices within the State of Maryland to perfect or maintain the Partnership as a limited partnership under the laws of the State of Maryland to effect the admission, withdrawal, or substitution of any Partner of the Partnership or to protect the limited liability of the Limited Partners as limited partners under the laws of the State of Maryland.

"Consent" means either the written Consent of a Person, or the affirmative vote of such Person at a meeting called and held pursuant to Article XIV, as the case may be, to do the act or thing for which the consent may be required. Reference to the Consent of a stated percentage of Interest of the Limited Partners means the Consent of so many of the Limited Partners not then in default (as that term is used in Section 5.03) whose combined Partnership Interests represent such stated percentage of the total Partnership Interests of the Partners not then in default.

"Construction Contract" means the fixed price construction contract (including all exhibits and attachments thereto) between the Partnership and the General Contractor, pursuant to which the Project shall be constructed.

"Construction Loan" means the loan of money to the Partnership by Union Trust Bank, Baltimore, Maryland, to finance the construction of the Project.

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"Construction Mortgage" means the mortgage pursuant to which a security interest in the real property constituting the Project created by the Partnership at the Initial Closing for payment of interest and repayment of principal on the Construction Loan.

"Construction Note" means the promisory note given by the Partnership to the Union Trust Bank at the Initial Closing to evidence the Construction Loan.

"Final Closing" means the date of the occurrence of the last of the following: (i) inspection by Fm.H.A. of the Project and its approval of each dwelling unit for occupancy; or (ii) execution by Fm.H.A. of the Interest Credit Agreement.

"Final Mortgage Amount" means the principal amount of the Mortgage Loan following the final disbursement by Fm.H.A.

"Fm.H.A." means the Farmers Home Administration of the United States Department of Agriculture, acting through any authorized representative.

"Fm.H.A. Commitment" means the commitment given to the Partnership by Fm.H.A. for the Mortgage Loan, which commitment expires in April, 1982.

"General Partners" means Arthur W. Edwards and Frederic F. Case, any other Person admitted as a general partner pursuant to this Agreement, and their successors.

"General Contractor" means Case/Edwards Construction Co., Inc. of Washington, D.C.

"Initial Closing" means the events that occurred on April 22, 1981, the date on which the Partnership executed or recorded the Construction Loan documents for the Project.

"Interest" or "Partnership Interest" means the ownership interest of a Partner in the Partnership at any particular time, including the right of such Partner to any and all benefits to which such Partner may be entitled as provided in this Agreement and in the Uniform Limited Partnership Act of the State of Maryland, together with the obligations of such Partner to comply with all the provisions of this Agreement and of said Act, which Interest, expressed as a percentage, shall, absent proof to the contrary, be as set forth from time to time in Article V hereto.

"Interest Credit Agreement" means the agreement between Fm.H.A. and the Partnership pursuant to which Fm.H.A.

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subsidizes a portion of the interest due on the Mortgage Loan.

"Land" means that certain tract of land in Lewes, Delaware, upon which the Project is located.

"Limited Partner" means any Limited Partner prior to the time of his withdrawal and any Substitute Limited Partner prior to the time of his withdrawal, in such Person's capacity as a limited partner of the Partnership.

"Liquidator" means the Managing General Partner or, if there is none at the time in question, such other Person who may be appointed in accordance with applicable law who shall be responsible to take all action related to the winding up and distribution of assets of the Partnership.

"Managing Agent" means Case/Edwards Management Co., Inc., or any other Person engaged by the Partnership, with the approval of Fm.H.A. to manage the operations of the Project.

"Managing General Partner" means Arthur W. Edwards or any Person substituted therefor pursuant to this Agreement.

"Mortgage" means the instrument pursuant to which a security interest in the real property constituting the Project created by the Partnership at the Final Closing for the payment of interest and repayment of principal on the Mortgage Loan.

"Mortgage Loan" means the loan of money to the Partnership by Fm.H.A. pursuant to Section 515 of Title V of the Housing Act of 1949, as amended, to finance the Project.

"Mortgage Note" means the promissory note given by the Partnership to Fm.H.A. at the Final Closing to evidence the Mortgage Loan.

"Net Cash Flow" means the taxable income of the Partnership for Federal income tax purposes as shown on the books of the Partnership adjusted by the addition of all items set forth in subsection (i) below and adjusted further by the deduction of all items set forth in subsection (ii) below:

(i) Additions to the taxable income of the Partnership:

(A) the amount of depreciation and/or amortization deductions and deductions for fees paid pur-

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suant to this Agreement from the capital of the Partnership to General Partners and their Affiliates, taken in computing such taxable income;

(B) all other receipts of the Partnership not included in taxable income, exclusive of capital contributions, the proceeds of loans and similar capital receipts provided for elsewhere;

(C) the net proceeds from the sale of any part (but not all or substantially all) of the property owned by the Partnership, to the extent not included in such taxable income;

(D) Partnership management and Project rent-up fees paid by the Partnership to the General Partners or their Affiliates; and

(E) any other funds deemed available for distribution and designated as Net Cash Flow by the Managing General Partner which the Managing General Partner no longer regards as necesary to maintain as reserves for the operation of the Partnership business as provided ih Sectioh 7.18.

(ii) Deductions from the taxable income of the Partnership:

(A) all amortization payments for the current fiscal year on the Mortgage Loan and principal payments for the current fiscal year on similar matured obligations of the Partnership;

(B) expenditures for the acquisition of the property of the Partnership and similar capital outlay items not normally chargeable to current operations;

(C) additions to the Reserve Fund for Replacements required for the Project by Fm.H.A.;

(D) amounts subject to segregation under Fm.H.A. regulations for accounts payable and accrued items payable at the close of the Partnership fiscal year;

(E) amounts added to other reserves determined by the Managing General Partner to be necessary for the operation of the Partnership business as provided in Section 7.18.

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Net Cash Flow shall be determined separately for each fiscal year, shall be limited by Fm.H.A. regulations, and shall not be cumulative.

"Notice" means a writing containing the information required by this Agreement to be communicated to a Person and sent by registered or certified mail, postage prepaid, to such Person at the last known address of such Person, the date of registry thereof or the date of the certification receipt therefor being deemed the date of such Notice; provided, however, that any written communication containing such information sent to such Person actually received by such Person shall constitute Notice for all purposes of this Agreement.

"Partner" means any General Partner or Limited Partner.

"Partnership" means the Jefferson Associates.

"Person" means any individual, partnership, corporation, trust or other entity.

"Plans and Specifications" means the plans and specifications for the Project submitted to and approved by Union Trust Bank and/or Fm.H.A., as amended and approved by Union Trust Bank and/or Fm.H.A. from time to time.

"Project" means the tract of land and the Fm.H.A.-financed unit multi-family residential rental housing project primarily for families of low and moderate fncome constructed or to be constructed thereon, and to be known as Jefferson Associates located in Lewes, Delaware.

"Substitute Limited Partner" means any Person admitted to the Partnership as a Limited Partner pursuant to Section 8.04.

ARTICLE III
PURPOSE AND BUSINESS OF THE PARTNERSHIP

3.01 Purpose of the Partnership. The purpose for which the Partnership was formed and the business and objects to be carried on and promoted by it are to acquire, construct, develop, own, maintain and operate the Project to provide housing for low and moderate income families and individuals.

3.02 Authority of the Partnership. In order to carry out its purpose, the Partnership is empowered and au-

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thorized to do any and all acts and things necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of its purpose, and for the protection and benefit of the Partnership, including, but not limited to the following:

(a) acquire, construct, operate, maintain, improve, buy, own, sell, transfer, convey, assign, mortgage, rent or lease any real estate and any personal property necessary to the operation of the Project;

(b) provide multi-family residential housing primarily for families of low and moderate income pursuant to Section 515 of Title V of the Housing Act of 1949, as amended;

(c) enter into any kind of activity, and perform and carry out contracts of any kind necessary to or in connection with, or incidental to, the accomplishment of the purpose of the Partnership;

(d) borrow money and issue evidences of indebtedness in furtherance of the Partnership business and secure any such indebtedness by mortgage, pledge, or other lien; provided that the Construction Loan, the Construction Mortgage, the Mortgage Loan and the Mortgage and any evidences of indebtedness and any documents amending, modifying or replacing either of them shall provide in substance or legal effect that no Limited Partner shall have any personal liability for the payment of the Construction Loan, the Construction Mortgage, the Mortgage Loan, the Mortgage or other such indebtedness, but that the sole recourse of any lender shall be to the General Partners or to the property securing the Construction Loan, the Construction Mortgage, the Mortgage Loan, the Mortgage or other such indebtedness;

(e) apply to Fm.H.A., and enter into such contract or contracts with Fm.H.A. as may be required relating to the Mortgage Loan;

(f) apply to the Union Trust Bank, and enter into such cotract or contracts with the Union Trust Bank as may be required relating to the Construction Loan;

(g) maintain and operate the Project, including hiring a managing agent for the management of the Project during its rent-up and after the rent-up period;

(h) subject to the limitations expressly set forth elsewhere in this Agreement, negotiate for and conclude agreements for the sale, exchange or other disposition

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of all or substantially all of the property of the Partnership, or for the refinancing of any mortgage loan on the property of the Partnership;

(i) make interim investments in government obligations, certificates of deposit and insured savings accounts;

(j) bring or defend actions at law or equity; and

(k) subject to the provisions expressly set forth elsewhere in this Agreement, purchase, cancel, or otherwise dispose of, the Interest of any Partner.

ARTICLE IV
REPRESENTATIONS, WARRANTIES, AND COVENANTS

4.01 Representations and Warranties Relating to the Project and the Partnership. Arthur W. Edwards and Frederic F. Case, jointly and severally, hereby represent and warrant to the Partnership and to the Partners that:

(a) the construction and development of the Project will be completed in a timely and workmanlike manner in accordance with applicable requirements of the Construction Contract, the Construction Mortgage and all other documents executed at Initial Closing and the Fm.H.A. Commitment, the Mortgage and all other documents executed at the Final Closing, and all rules, regulations and requirements of Fm.H.A. and of all other appropriate governmental entities and in accordance with the Plans and Specifications;

(b) there shall be no direct or indirect personal liability of any of the Limited Partners for the repayment of the Construction Loan or the Mortgage Loan;

(c) the General Partners will at all times be liable or responsible for any construction costs in excess of the maximum contract amount set forth in the Construction Contract except to the extent of any mortgage Loan increase allowed by Fm.H.A. or the Union Trust Bank or Construction or to the extent other Partnership funds are designated for such purpose, and the General Partners shall furnish all other funds required by the Union Trust Bank or Fm.H.A. as a condition to Initial or Final Closing;

(d) as of the date of the admission of the Limited Partners to the Partnership, none of the buildings or

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portions thereof constituting the Project was in a condition and state of readiness for its specifically assigned functions;

(e) the Partnership is a valid limited partnership duly organized pursuant to the laws of the State of Maryland and duly qualified to carry on its business in the State of Delaware and the Persons identified as Limited Partners in Section 5.01(b) are limited partners of the Partnership under the laws of the States of Maryland and Delaware;

(f) fire and extended risk insurance in favor of the Partnership in form and amount acceptable to Fm.H.A. and Union Trust Bank (but not less than $1,197,000) and workmen's compensation, public liability, bodily injury, property damage, and excess liability insurance in favor of the Partnership satisfactory to Fm.H.A. and the Union Trust Bank in form and amount were in full force and effect at the Initial Closing, and will remain in force throughout the term of the Partnership;

(g) they are not aware of any agreement, contract, lease, option, right to purchase or other commitment or any claim, demand, litigation, proceeding or governmental investigation pending or threatened against or related to the business or assets of the Partnership or the Project, which agreement, contract, lease, option, right to purchase, commitment, claim, demand, litigation, proceeding or governmental investigation could result in any judgment, order, decree, settlement or other right in any third party or parties which might adversely affect the business or assets of the Partnership or the Project or prevent or interfere with the timely consumation of the transactions contemplated under this Agreement;

(h) until Final Closing, unless otherwise specifically required under any other provision of this Agreement, they will furnish all escrow funds required by Fm.H.A., including without limitation any amounts necesnecessary for local taxes, insurance premiums, and other purposes which might be required as a condition to achieve Final Closing;

(i) at Initial Closing, the Partnership executed the Construction Contract with the General Contractor;

(j) to the best of their knowledge and belief, the execution of this Agreement and the performance by them of its terms will not violate any provisions of law, any order of any court binding on the Partnership or the

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General Partners, any provision of any indenture, agreement, or other instrument to which they are a party or by which the Partnership or the Project are affected, or be in conflict with, result in a breach of, or constitute a default under, any such indenture, agreement or other instrument, or result in the creating or imposition of any lien, charge or encumbrance of any nature whatsoever upon the premises;

(k) Arthur W. Edwards and Frederic F. Case have a combined net worth in excess of $500,000;

(l) they have provided to their counsel, all information necessary or appropriate for such counsel to render the opinions described in Section 5.04 and being delivered to the Partnership and the Partners; and, in so doing, they have not knowingly made any untrue statement of a material fact, and have not knowingly omitted to state a material fact;

(m) the Land is properly zoned for the Project and that at the date of this Agreement the Project conforms to all applicable zoning laws;

(n) to the best of their knowledge, all appropriate public utilities, including sanitary and storm sewers, water, gas and electricity, are currently available to and operating properly for the Project;

(o) the Partnership has good and marketable title to the Project, subject only to such easements, covenants and restrictions as are acceptable to Fm.H.A.;

(p) they will, upon request, provide to the Limited Partners a complete copy of the Initial Closing documents, and will provide to the Limited Partners a copy of the Interest Credit Agreement, when executed, and shall thereafter continue to provide the Limited Partners all material changes to all these documents and they will make the Plans and Specifications available for inspection by any Limited Partner or his representative at any reasonable time and place upon receipt of reasonable Notice;

(q) the Partnership will satisfy all requirements necessary to obtain certificates of occupancy, and all Fm.H.A. and other governmental approvals necessary to permit occupancy of all of the apartment units in the Project;

(r) the General Partners will hold the Partnership and the Limited Partners and the Affiliates, controlling

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Persons and agents of all the above free and harmless from (i) the claims of any real estate brokers, rental agents, finders and other intermediaries with respect to the acquisition of the Project or any interest therein by the Partnership, and from the claims for any fees or other such payments of any finder or other party in connection with the acquisition of the Project, and (ii) any injury, loss or damage (including but not limited to, reasonable attorneys fees, court costs, and amounts paid in settlement of any claims, which settlement has been mutually agreed to by the General Partners and the party against whom such claim has been made) arising out of the claims of any Person with respect to any liability arising under the Securities Act of 1933 or the Securities and Exchange Act of 1934 or any state or other jurisdiction relating to alleged fraud, deceit or material misrepresentation by the General Partners in connection with the offer or sale of limited partnership interests in the Partnership;

(s) to the best of their knowledge, all of the fixtures and personal property owned by the Partnership are free and clear of all security interests and encumbrances except for those given to the Union Trust Bank and to Fm.H.A. as security for the Construction Loan and the Mortgage Loan, respectively;

(t) promptly following the final inspection and approval of all of the dwelling units in the Project for occupancy by Fm.H.A., Fm.H.A. will enter into an Interest Credit Agreement with the Partnership covering all of the dwelling units in the Project;

(u) the Project will be managed upon the completion of construction so that not less than eighty percent (80%) of the gross rental income from the Project in every year is rental income from dwelling units in the project used to provide living accommodations not on a transient basis;

(v) while conducting the business of the Partnership, they will use their best efforts not to act in any manner which will (i) cause the termination of the Partnership for Federal income tax purposes, or (ii) cause the Partnership to be treated for Federal income tax purposes as an association taxable as a corporation;

(w) they will exercise good faith in all activities relating to the conduct of the business of the Partnership including the development, operation and maintenance of the Project, and they will take no action with respect to the business and property of the Part-

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nership which is not reasonably related to the achievement of the purpose of the Partnership;

(x) each of the Limited Partners specifically identified by name and address in Section 5.01(b) has been approved by Fm.H.A. on the basis of the information furnished by the Limited Partners to the General Partners for that purpose;

(y) for so long as it remains a General Partner, Jefferson, Inc. is and will remain throughout the term of the Partnership (i) duly and validly existing and in good standing as a corporation under the laws of Maryland, and (ii) qualifed to do business in Delaware.

ARTICLE V
PARTNERS AND PARTNERSHIP INTERESTS

5.01 Partners, Capital Contributions and Partnership Interests.

(a) The General Partners, their principal places of business or places of residence, their Capital Contributions, and their percentage Interests are as follows:

Arthur W. Edwards Six Norwood Road Annapolis, Maryland 21404	$690.00	2.49%
Frederic F. Case 7404 Summit Avenue Chevy Chase, Maryland 20015	$690.00	2.49%
Jefferson, Inc. 20 Ridgley Avenue Annapolis, Maryland 21401	$ 10.00	0.02%

(b) The Limited Partners, their principal places of residence, and their percentage Interests are as set forth in Exhibit A annexed hereto.

(c) The aggregate Capital Contributions of the Limited Partners in the amount of $326,500 shall be due to the Partnership as follows:

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Scheduled Payment Dates	Aggregate Capital Contributions
On Execution hereof	$ 73,000
1/18/82	72,500
1/18/83	69,000
1/18/84	61,700
1/18/85	38,800
1/18/86	11,500

Each capital contribution installment by the Limited Partners in 1983 and thereafter shall be deferred until Final Closing or the scheduled payment date, whichever is later.

(d) Each Limited Partner shall pay his proportionate share of the aggregate capital contributions of all Limited Partners, at the times and in the manner set forth above in this Section 5.01.

(e) The Managing General Partner shall, not less than ten (10) nor more than thirty (30) days prior to the time any installment of the Capital Contributions of the Limited Partners is due, give each Limited Partner Notice of the aggregate and per Limited Partner amounts of, and the payment date for, the installment of the Capital Contribution next due hereunder, such Notice to state that the conditions to the payment of such installment have been met; provided that the failure to provide such Notice shall not operate as a waiver of each Limited Partner's obligation to pay each such installment have been met; provided that the failure to provide such Notice shall not operate as a waiver of each Limited Partner's obligation to pay each such installment when due within ten (10) days after receipt of a proper Notice.

(f) Without the consent of all of the Partners, and of Fm.H.A., where necessary, and except as otherwise provided in Article V and Article IX, no additional Persons may be admitted as Limited Partners and no additional Capital Contributions may be accepted.

5.02 Return of Capital Contribution. Except as provided in this Agreement, no Partner shall be entitled to demand or receive the return of, or interest on, his Capital Contribution.

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5.03 Default in Making Capital Contributions; Remedies of Partnership in Event of Default.

(a) If any Limited Partner shall fail to make payment of any installment of his Capital Contribution at the time such installment is due in accordance with the terms of this Agreement, the Managing General Partner shall immediately give such Limited Partner Notice of such failure and of the provisions of this Section 5.03; provided, however, that failure of the Managing General Partner to give such Notice, shall not affect the liabilities of such Limited Partner hereunder. If any Limited Partner shall fail to make payment of any installment of his Capital Contribution within fifteen (15) days after the time such installment is due in accordance with the terms of this Agreement, such Limited Partner shall be in default of his obligation hereunder and such default may be cured by such payment prior to the exercise of the option provided for under Section 5.03(d) or the making of any Capital Contribution by a purchaser of a defaulting Limited Partner's Interest pursuant to Section 5.03(e).

(b) In the event of any such default, if such default shall not have been timely cured, then without any Consent or other action on the part of the defaulting Limited Partner each Limited Partner, by execution of this Agreement, expressly Consents to the operation of the provisions of this Section 5.03, (i) the defaulting Limited Partner shall not receive any cash attributable to his Interest which has not previously been distributed to such defaulting Limited Partner, or any profits and losses attributable to his Interest which have not previously been allocated to such defaulting Limited Partner or to the non-defaulting Limited Partners; (ii) the defaulting Limited Partner's Interest in the Partnership, including all such cash not theretofore distributed and all such profits and losses not theretofore allocated, may be purchased as provided in this Section 5.03; and (iii) the defaulting Limited Partner's Interest, including the right to all such cash not theretofore distributed and all such profits and losses not theretofore allocated, shall be acquired by, and inure to the benefit of, his successor.

(c) Promptly after the occurrence of any default, the Managing General Partner shall give Notice of such default to all other Limited Partners. Such Notice shall include the name of the defaulting Limited Partner, the amount of his prior Capital Contribution, and the amount of his Capital Contribution then required to be paid in by him.

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(d) In the event of any such default, the non-defaulting Limited Partners shall, subject to the provisions of Section 5.03(e), have an option for fifteen (15) days from the date of such default to purchase on a pro-rata basis the entire Interest of the defaulting Limited Partner upon:

(i) making payment of the installment of the Capital Contribution then required to be made by the defaulting Limited Partner;

(ii) agreeing to pay any additional installments of the Capital Contribution of the defaulting Limited Partner as the same become due and payable in accordance with the terms of this Agreement; and

(iii) making payment to the defaulting Limited Partner of an amount equal to 50% of the defaulting Limited Partner's previously paid-in Capital Contribution and reduced by the sum of (A) the total of any cash distributions made by the Partnership to the defaulting Limited Partner, (B) an amount equal to 50% of all profits and losses attributable to his Interest which have theretofore been allocated to such defaulting Limited Partner, and (C) reasonable expenses (if any) incurred by the Partnership in connection with the sale.

(e) If the non-defaulting Limited Partners do not purchase the entire Interest of the defaulting Limited Partner pursuant to Sections 5.03(d), the Managing General Partner or its designees shall, subject to the provisions of Section 8.02(c), have the option for fifteen (15) days from the time of the termination and nullification of the option granted to the non-defaulting Limited Partners to purchase the defaulting Limited Partner's entire Interest upon the terms and conditions set forth in Sections 5.03(d). The option granted by this Section shall be terminated and nullified unless not later than the close of business of the day ending the option period, the Person exercising such option shall have made the cash payments required by Sections 5.03(d)(i) and (iii) and the agreement required by Section 5.03(d)(iii).

(f) In the event that the non-defaulting Limited Partners do not purchase the defaulting Limited Partner's Interest in the Partnership upon the terms and conditions specified in Sections 5.03(d), then the Partnership may, subject to the provisions of Section 8.02(c), offer the defaulting Limited Partner's entire

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Interest to any other Person or Persons (who may be non-defaulting Limited Parthers or their designees) on such terms and conditions as the Partnership deems most favorable in the circumstances. Any amounts which the Person or Persons so acquiring the Interest of the defaultihg Limited Partner shall pay in consideration of the acquisition of such Interest shall be applied: first, to the payment of the installment of the Capital Contribution then required to be made by the defaulting Limited Partner; second, to the payment of any additional installments of the Capital Contribution of the defaulting Limited Partner as the same become due in accordance with the applicable terms of the Agreement; and third to the defaulting Limited Partner, the amount determined under Section 5.03(d)(iii). and fourth, the balance, if any, shall be retained by the Partnership as liquidated damages.

(g) Notwithstanding the foregoing, the obligations of the defaulting Limited Partner to the Partnership hereunder shall not be extinguished by the existence of any option to purchase the Interest of the defaulting Limited Partner, or by its exercise, or by any agreement by any Person to acquire such Interest, but only by, and to the extent of, the payments of Capital Contribution actually made in the defaulting Limited Partner's stead by any purchaser of such defaulting Limited Partner's Interest under this Section 5.03. Each Limited Partner hereby consents and agrees to the execution of a consent judgment note covering his aggregate Capital Contribution, said execution to be made at the same time this Agreement is executed. Such note shall include provision for interest on the portion of the defaulting Limited Partner's Capital Contribution in default, calculated at the rate of 15% per annum from the date of default, and provision for costs of suit, such interest and costs to be payable to the Partnership. In the event of a default, the Partnership shall have the option to obtain a judgment on the note in the event the non-defaulting Limited Partners do not acquire the defaulting Limited Partner's Interest without the Interest being first offered to the other optionees.

(h) All rights and benefits of a defaulting Limited Partner attributable to such defaulting Limited Partner's Interest in the Partnership shall be suspended during the period of default of such Limited Partner, which suspension shall commence on the date of default and shall terminate on the date of curing of such default (if such curing shall not then be prohibited under Section 5.03(a)), or upon the admission of a purchaser of such Interest pursuant to this Section 5.03 as a Sub-

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stitute Limited Partner, or upon the termination of such defaulting Limited Partner's Interest in the Partnership. If such suspension is in effect at the end of the Partnership's fiscal year, the profits and losses attributable to the defaulting Limited Partner's Interest, which have not in a tax return filed by the Partnership been allocated to such defaulting Limited Partner, shall be allocated to the non-defaulting Limited Partners, including any Limited Partners substituted for the defaulting Limited Partner.

5.04 Legal Opinions

(a) The Limited Partners shall each receive a copy of opinions in form and substance acceptable to the Partnership and to the Limited Partners, of counsel admitted to practice in Maryland, addressed to the Partnership, to the effect that, following the execution and recording of this Agreement;

(i) The Partnership is a duly formed and validly existing limited partnership under the Uniform Limited Partnership Act as in effect in the State of Maryland;

(ii) The Partnership interest of each Limited Partner is that of a Limited Partner, with no liability to contribute money to the Partnership other than the amounts agreed to be contributed pursuant to the terms of the Agreement, and other than any obligation under the laws of the State of Maryland to repay to the Partnership, with interest, any Capital Contribution previously returned to the Partners of the Partnership if the Partnership does not have other assets sufficient to satisfy the claims of creditors who extended credit or whose claims arose before such return.

(iii) Legal and equitable title in and ownership of the real property and the improvements constructed and to be constructed thereon that constitute the Project is in the Partnership, subject only to the Construction Loan and such other liens, charges and encumbrances as are set forth in the title opinion previously delivered to the Partnership;

(iv) No Limited Partner of the Partnership has any personal liability for the payment of any interest or the repayment of any principal on the loan evidenced by the Construction Note issued to Union Trust Bank.

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(b) The legal opinions set forth above shall be a condition precedent to the payment by the Limited Partners of their installments of Capital Contributions due under Section 5.01(c).

5.05 Completion of Construction. The General Partners shall take all action necessary to cause the construction of the Project to be completed at the earliest possible date.

5.06 Working Capital Loan. The Fm.H.A. has required the Partnership to deposit the sum of $28,550.00 in the General Fund Account pursuant to Paragraph six of the Fm.H.A. Loan Agreement and the General Partners have loaned such funds to the Partnership for such purpose. The amount which has been loaned by the General Partners shall constitute the "Working Capital Loan." The Working Capital Loan shall not bear interest and shall be repaid (i) to the extent permitted by Fm.H.A., out of Partnership funds available prior to or at Final Closing and not required for other Partnership purposes, (ii) out of any funds which Fm.H.A. allows as a return to the Partnership of such deposit to the General Fund Account, or (iii) as set forth in Article X.

5.07 General Partners' Loan. In order to comply with Paragraph 4 of the Fm.H.A. Loan Agreement, the General Partners have advanced to the Partnership $70,000.00, the aforementioned advance being referred to herein as the General Partners' Loan." The General Partners' Loan shall be repaid only as provided in Sections 7.12 and 10.04.

ARTICLE VI
CHANGES IN GENERAL PARTNERS

6.01 Withdrawal of General Partner.

(a) A General Partner may not withdraw from the Partnership or sell, transfer or assign his Interest as General Partner, unless (i) the Consent of at least 75% in Interest of the Limited Partners is obtained as to his withdrawal and as to the Person to be admitted as General Partner in his place or to receive all or part of his Partnership Interest, (ii) the Consent of Fm.H.A. is obtained, (iii) if there is to be a substitute General Partner, such substitute General Partner is admitted simultaneously with the withdrawal, and (iv) the conditions of Section 6.01(c) and of Section 6.02 (if there is a substitute General Partner) have been met.

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(b) In the event that a General Partner withdraws from the Partnership or sells, transfers or assigns his entire Interest pursuant to Section 6.01(a), he shall be and shall remain liable for all obligations and liabilities incurred by him as General Partner before such withdrawal, sale, transfer or assignment shall have become effective, but shall be free of any obligations or liability incurred on account of the activities of the Partnership from and after the time such withdrawal, sale transfer or assignment shall have come effective.

(c) All of the following requirements shall be met before a General Partner may withdraw from the Partnership pursuant to Section 6.01(a):

(i) the accountants for the Partnership shall have delivered to the Partnership their opinion that any substitute General Partner has (itself or together with other General Partners) sufficient net worth and meets all other published requirements of the Internal Revenue Service necessary to assure that the Partnership will be classified as a partnership for Federal income tax purposes; and

(ii) counsel for the Partnership shall have rendered an opinion that the withdrawal of the General Partner is in conformity with the Uniform Limited Partnership Act of the State of Maryland, and that none of the actions taken in connection with such withdrawal will cause the termination or dissolution of the Partnership or will cause it to be classified other than as a partnership for Federal income tax purposes.

6.02 Admission of a Substitute or Additional General Partner. A Person shall be admitted as a General Partner of the Partnership only if the following terms and conditions are satisfied:

(a) the admission of such Person shall have been Consented to by the General Partners and a majority in Interest of the Limited Partners and by Fm.H.A.;

(b) the successor or additional Person shall have accepted and agreed to be bound by all the terms and provisions of this Agreement by executing a counterpart thereof and such other documents or instruments as may be required or appropriate in order to effect the admission of such Person as a General Partner, and a Certificate evidencing the admission of such Person as a General Partner shall have been filed for recordation and

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all other actions required by Section 1.05 in connection with such admission shall have been performed;

(c) if the successor or additional Person is a corporation, it shall have provided the Partnership with evidence satisfactory to counsel for the Partnership of its authority to become a General Partner and to be bound by the terms and provisions of this Agreement; and

(d) counsel for the Partnership shall have rendered an opinion that the admission of the successor or additional Person is in conformity with the Uniform Limited Partnership Act of the State of Maryland, and that none of the actions taken in connection with the admission of the successor additional Person will cause the termination or dissolution of the Partnership or will cause it to be classified other than as a partnership for Federal income tax purposes.

6.03 Effect of Bankruptcy, Death, Withdrawal, Dissolution or Incompetence of a General Partner.

(a) In the event of the bankruptcy of a General Partner or the withdrawal, death, or dissolution of a General Partner or an adjudication that a General Partner is incompetent (which term shall include, but not be limited to, insanity), the business of the Partnership shall be continued with Partnership property by the other General Partner(s), and the other General Partner(s), by execution of this Agreement, expressly so agree to continue the business of the Partnership, provided, however, if the withdrawn, bankrupt, deceased, dissolved or incompetent General Partner is then the sole General Partner, the Partnership shall be dissolved.

(b) Upon the bankruptcy, death, dissolution, or adjudication of incompetency of a Person who is a General Partner, such Person shall immediately cease to act as a General Partner and his Partnership Interest shall become the Partnership Interest of a Limited Partner; provided, however, that such event shall not affect:

(i) the obligations or liabilities of the bankrupt, deceased, dissolved, or incompetent General Partner which had matured prior to the bankruptcy, death, dissolution, or incompetence of such General Partner, or

(ii) all rights of the bankrupt, deceased, dissolved, or incompetent General Partner as a Gen-

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eral Partner, whether or not matured, including, without limitation, those rights afforded to General Partners as set forth in Article X, or

(iii) the value, if any, of the Interest of the bankrupt, dead, dissolved, or incompetent General Partner.

(c) If, at the time of the withdrawal, bankruptcy, death, dissolution or adjudication of incompetence of a General Partner, the bankruptcy, deceased, dissolved or incompetent General Partner was not the sole General Partner of the Partnership, the remaining General Partner or General Partners shall immediately (i) give Notice to the Limited Partners of such bankruptcy, death, dissolution, or adjudication of incompetence, and (ii) make such amendments of this Agreement and execute and file for recordation such Certificate or other instruments as are necessary to reflect the termination of the Interest of the bankrupt, deceased, dissolved or incompetent General Partner's having ceased to be a General Partner.

(d) Following the bankruptcy, death or adjudication of incompetency of Arthur W. Edwards or Frederic F. Case, as the case may be, which event occurs either simultaneously with or after the bankruptcy, death or adjudication of incompetency of the other individual General Partner, a majority in interest of the Limited Partners shall have the right to name a Person to serve as a successor General Partner, and simultaneously with such Person's admission to the Partnership as the successor General Partner, Jefferson, Inc., shall cease to act as a General Partner and its Partnership Interest shall become the Partnership Interest of a Limited Partner. Jefferson, Inc. shall take all actions and give all Consents as may be necessary to carry out the provisions of this Section 6.03(d).

6.04 Consent of Limited Partners to Admission of Successor or Additional General Partner. By executing this Agreement, each of the Limited Partners hereby Consents to the admission of any Person as a successor or additional General Partner upon the receipt by the Partnership of the Consents of a majority in Interest of the Limited Partners to such admission, and the admission of such successor or additional General Parther shall then, without any further Consent or approval of the Limited Partners, be an act of all the Limited Partners.

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ARTICLE VII
RIGHTS, OBLIGATIONS, AND POWERS
OF THE GENERAL PARTNERS

7.01 Management of the Partnership.

(a) Except to the extent that the Consent of the Limited Partners is required by this Agreement, the General Partners, within the authority granted to them under this Agreement, shall have full, complete, and exclusive discretion to manage and control the business of the Partnership for the purpose herein stated, shall make all decisions affecting the business of the Partnership, and shall manage and control the affairs of the Partnership to the best of their ability and use their best efforts to carry out the purpose of the Partnership. In so doing, the General Partners shall take all actions necessary or appropriate to protect the interests of the Limited Partners as a group and of the Partnership. The General Partners shall devote such of their time as is necessary to the affairs of the Partnership.

(b) Subject to the other provisions of this Agreement, Arthur W. Edwards shall be the Managing General Partner. Except as expressly otherwise set forth elsewhere in this Agreement, the Managing General Partner (acting for and on behalf of the General Partners and the Partnership), in extension and not in limitation of the rights and powers given by law or by the other provisions of this Agreement, shall, in his sole discretion, have the full and entire right, power and authority in the management of the Partnership business to do any and all acts and things necessary, proper, convenient or advisable to effectuate the purpose of the Partnership. Without limiting the foregoing grant of authority, but subject to the applicable Fm.H.A. rules and regulations and to the other provisions of this Agreement, the Managing General Partner, in his capacity as General Partner, shall have the right, power and authority, acting for and on behalf of the Partnership, to do all acts and things set forth in this Section 7.01. In furtherance and not in limitation of the foregoing provisions, the Managing General Partner is specifically authorized and empowered to execute and deliver, on behalf of the Partnership, any and all instruments and documents as shall be required by Fm.H.A. or the Union Trust Bank, as the case may be, in connection with the Construction Loan and the Mortgage Loan including but not limited to executing any mortgage note, contract, interest credit agreement, bank resolution and

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signature card, release, discharge, or any other document or instrument in any way related thereto or necessary or appropriate ih connection therewith. All decisions made for and on behalf of the Partnership by the Managing General Partner shall be binding upon the Partnership. No person dealing with the Managing General Partner shall be required to determine his authority to make any undertaking on behalf of the Partnership, nor to determine any fact or circumstances bearing upon the existence of such authority.

7.02 Limitations Upon the Authorities of the General Partners. No General Partner shall have any authority to:

(a) perform any act in violation of any applicable law or regulation thereunder; or

(b) do any act required to be approved or ratified in writing by all the Limited Partners under the Uniform Limited Partnership Act of the State of Maryland unless the right to do so is expressly otherwise given in this Agreement; or

(c) except as otherwise provided in Sections 7.20 and 7.21, sell or otherwise dispose of at any time all or substantially all of the assets of the Partnership, or refinance the Mortgage Loan, without the prior Consent of two-thirds in Interest of the Limited Partners.

7.03 Management Purposes. In conducting the business of the Partnership, the General Partners shall be bound by the fact that the Partnership's purpose in owning and operating the Project is not to resell the Project (except as otherwise set forth in this Agreement) and is to obtain (i) long-term appreciation, (ii) cash income, and (iii) tax deductions.

7.04 Delegation of Authority. The General Partners may delegate all or any of their powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any Person for the transaction of the business of the Partnership, which Person may, under supervision of the General Partners, perform any acts or services for the Partnership as the General Partners may approve.

7.05 General Partners or Affiliates Dealing with Partnership.

(a) The General Partners or any Affiliate shall have the right to act as Managing Agent of the Project

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on terms and conditions permitted by applicable Fm.H.A. regulations.

(b) In addition to services elsewhere set forth in this Agreement, the General Partners or any Affiliate shall have the right to contract or otherwise deal with the Partnership for the sale of goods or services either (i) with the Consent of a majority in Interest of the Limited Partners (unless a greater percentage is required pursuant to Section 14.03) to the terms and conditions of the transaction or (ii) of (A) compensation paid or promised for such goods or services is reasonable (i.e., at fair market value) and is paid only goods or services actually furnished to the Partnership, (B) the goods or services to be furnished shall be reasonable for and necessary to the Partnership, and (C) no agent, attorney, accountant or other independent consultant or contractor who is also employed on a full-time basis by the General Partner or any Affiliate shall be compensated by the Partnership for his services. The material terms and conditions relating to payments, if any, made to the General Partners or any Affiliate for such goods or services shall be fully disclosed in the annual report to all Limited Partners issued pursuant to Section 12.04, and no General Partner or Affiliate shall, by the making of lump-sum payments to any other Person for disbursement by such other Person, circumvent the provisions of this Section 7.05(b) or Section 7.05(c). This Section 7.05(b) shall not apply to any management contract between the Partnership and any Affiliate of the General Partners, nor shall this Section 7.05(b) apply to the Construction Contract.

(c) Notwithstanding the provisions of Section 7.05(b), the General Partners or any Affiliate shall not:

(i) participate in any arrangement which would circumvent the provisions of Section 7.05(b), including but not limited to receipt of a rebate or give-up;

(ii) receive any insurance brokerage fee or write any insurance policy covering the Partnership; or

(iii) receive, directly or indirectly, a commission or fee in connection with the reinvestment of the net proceeds arising from the sale or refinancing of the Project.

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7.06 Other Activities. The General Partners and any Affiliate may engage in or possess interests in other business ventures of every kind and description for their own account, including, without limitation, serving as general partner of other partnerships which own, either directly or through interests in other partnerships, government-assisted housing projects similar to the Project. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to such other business ventures or to the income or profits derived therefrom.

7.07 Net Worth of General Partners. The General Partners shall at all times use their best efforts to maintain such net worth and shall comply with such other requirements as may from time to time be necessary to assure that all provisions of the Internal Revenue Code of 1954 (as now or hereafter interpreted by the Internal Revenue Service, any other agency of the Federal government, or the courts) are met which are necessary to assure that the Partnership is classified as a partnership for Federal income tax purposes.

7.08 Liability and Indemnification for Acts and Omissions.

(a) Except for gross negligence or willful misconduct, or other breach of fiduciary duty, (i) the General Partners shall not be liable, responsible or accountable in damages or otherwise to the Limited Partners for the doing of any act or the failure to do any act, the effect of which may cause or result in loss or damage to the Partnership, if done in reliance upon information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by legal counsel, independent accountants or other persons as to matters which the General Partners believe to be within such person's professional or expert competence, which persons are employed by the General Partners on behalf of the Partnership, and done in good faith to promote the best interests of the Partnership, (ii) nor shall the General Partners be liable to any Limited Partner in the event the cash distributions or tax benefit to the Limited Partners are less than those projected in any information or material furnished to the Limited Partners.

(b) The General Partners or any Partnership employee or agent shall be entitled to be indemnified by the Partnership against any loss or threat of loss, as a result of any claim or legal proceeding relating to the performance or non-performance of any act concerning the activities of the Partnership, or relating to any financial projections furnished to the Limited Partners, but

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excluding the case where the General Partners, their employees or agents are guilty of bad faith or willful misconduct. The indemnidification shall include payment of reasonable attorney's fees and other expenses (not limited to taxable costs) incurred in settling or defending any claims, threatened action or finally adjudicated legal proceedings.

7.09 Assignment to Partnership. To the extent not already accomplished at the Initial Closing, the General Partners shall, and they hereby do, transfer and assign to the Partnership all of their right, title and interest, if any, in and to the following:

(a) the Land upon which the Project is to be constructed;

(b) all contracts with architects, contractors and supervising architects with respect to the development of the Project;

(c) all plans, specifications and working drawings heretofore prepared or obtained in connection with the Project, and any other work product related to the Project;

(d) any and all Fm.H.A. commitments with respect to the mortgage financing for the Project; and

(e) all other contracts, payment and completion bonds, letters of credit, records, documents and information related to development of the Project.

7.10 Construction of the Project.

(a) The Partnership has entered into the Construction Contract for the construction of the Project with the General Contractor. The Partnership shall not be liable or responsible for any construction costs in excess of the maximum contract amount set forth in the Construction Contract except if (i) such excess construction costs are contemplated by change orders to the Construction Contract that are approved by Fm.H.A., (ii) the amount of the Mortgage Loan is increased by Fm.H.A. to finance the payment of such excess construction costs or (iii) other unutilized funds under the Mortgage Loan are available for such purpose.

(b) The General Partners shall be responsible for and hereby guarantee completion of the Project in substantial accordance with the Plans and Specifications and shall be responsible for meeting all requirements

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(including approvals by Fm.H.A.) necessary to obtain all necessary certificates of occupancy for all apartment units in the Project and to obtain an executed Interest Credit Agreement with Fm.H.A. covering all the dwelling units in the Project.

(c) The General Partners shall provide the Partnership all funds that might be required, in addition to the proceeds from the Mortgage Loan, to meet the requirements for Initial Closing, to complete the construction and development of the Project and pay all claims of contractors, sub-contractors, sponsors, and developers in connection therewith, to meet all requirements of Fm.H.A. for final inspection and approval of all dwelling units in the Project for occupancy, and to obtain an executed Interest Credit Agreement covering all the dwelling units in the Project. Neither the General Partners nor any Affiliate shall have any right of reimbursement or repayment of any of these funds, except as otherwise provided in Section 7.12(a).

7.11 Establishment of Escrows. The General Partners shall cause all escrow funds to be furnished as may be required by Fm.H.A., including without limitation any amounts necessary for local taxes, insurance premiums, and other purposes, as a condition to Final Closing. Such escrows shall be funded first from the currently available operating proceeds of the Project (in excess of current and accrued operating expenses) to the extent available and allowed by Fm.H.A., and the remainder of such escrow funds shall be treated as additional operating expenses of the Partnership to be provided by the General Partners as part of their undertaking to funds operating deficits of the Partnership pursuant to a separate agreement between the General Partners and the Partnership.

7.12 Loans to the Partnership.

(a) The General Partners loaned $70,000 to the Partnership at Initial Closing in partial satisfaction of the Fm.H.A. cash equity requirement. This loan shall be repaid to the General Partners, with interest at fifteen percent (15%) per annum, from the Capital Contributions of the Limited Partners, to the extent and on the dates the cash proceeds of such Capital Contributions are available. The General Partners also loaned $28,550 to the Partnership at Initial Closing for working capital purposes. This loan shall be repaid to the General Partners, without interest, to the extent and on the dates permitted by Fm.H.A.

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(b) In the event that additional funds (other than as set forth in Section 7.12(a)) are required by the Partnership for any valid purpose relating to the business of the Partnership or for any of its obligations, expenses, costs, or expenditures, including operating deficits, except for the purposes set forth in Sections 7.10 and 7.11 or except to meet the obligations of the General Partners to fund operating deficits pursuant to their separate agreement with the Partnership (unless the General Partners are financially unable to provide the funds needed to meet their operating deficit obligations), the Partnership may borrow such funds as are needed from any Partner or other Person for such period of time and on such terms as the Managing General Partner and the lender may agree and at the rate of Interest then prevailing for comparable loans, or if such loan is from a Partner or Affiliate, at 2% over the then prevailing prime rate at the Union Trust Bank, in Baltimore, Maryland. No loan made under this Section shall be secured by any mortgage or other encumbrance on the property of the Partnership without the prior approval of Fm.H.A. and, until Final Closing, Union Trust Bank; except that Fm.H.A. or Union Trust Bank approval shall not be required in the case of the hypothecation of personal property purchased by the Partnership and not included in the security agreements executed by the Partnership in favor of Fm.H.A. or Union Trust Bank as the case may be. Loans made under this Section may be repaid out of Net Cash Flow, but any amount of any such loan that is outstanding at the time of the occurrence of any of the events described in Sections 10.03 or 11.01 shall be repaid as provided in Section 10.04(a). The Managing General Partner shall send Notice to the Limited Partners pursuant to Section 12.04(c) for each such loan exceeding $10,000 within thirty (30) days after making such loan. All other loans will be described in the next report to the Limited Partners issued pursuant to Section 12.04. The interest on any loan paid from Net Cash Flow or the Mortgage Loan must, for Fm.H.A. purposes, be included in the General Partners' return on initial investment.

7.13 Removal of the General Partners.

(a) Subject to the prior approval of Fm.H.A., if required, a majority in Interest of the Limited Partners shall have the right to remove either Arthur W. Edwards or Frederic F. Case as a General Partner, or their successors, if that General Partner shall become bankrupt, or shall have died, or shall have been adjudicated incompetent (as that term is used in Section 6.03(a)), or shall have dissolved.

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(b) Subject to the prior approval of Fm.H.A., if required, a majority in Interest of the Limited Partners shall have the right to remove Arthur W. Edwards and/or Frederic F. Case as General Partners, or their successors, for any of the following additional reasons, provided that the conditions set forth in Section 7.13(c) are first satisfied:

(i) The General Partner or Partners shall have committed any intentional misconduct or been grossly negligent with respect to any material matter in their discharge of their duties and obligations as General Partners;

(ii) They shall have failed in a material manner to meet their obligations or covenants under this Agreement or shall have failed to assure the validity of their representations and warranties under this Agreement, or shall have violated in any material respect any other provision of this Agreement or of applicable laws relating to the Partnership and the Project;

(iii) They shall have violated in a material respect, as determined by Fm.H.A., a provision of the Interest Credit Agreement, the Mortgage, or any other agreement with or required by Fm.H.A. in connection with the Mortgage Loan or applicable to the Project and have been unable within thirty (30) days to cure or otherwise resolve such violation to the satisfaction of Fm.H.A.; or

(iv) The Partnership shall have received notice from Fm.H.A. or Union Trust Bank, as the case may be, that the Construction Loan, the Mortgage Loan or the Interest Credit Agreement is in default and such default has not been cured or otherwise resolved to the satisfaction of Fm.H.A. within thirty (30) days.

(c) A majority in Interest of the Limited Partners shall give Notice to all Partners of their determination that Arthur W. Edwards and/or Frederic F. Case, or their successors, shall be removed pursuant to Section 7.13(b). Arthur W. Edwards and/or Frederic F. Case, or their successors, shall have thirty (30) days from such Notice to cure any default or other reason for such removal, and if such default or other reason for removal is cured within such period (or any extension thereof such Limited Partners may allow), they shall remain as General Partners. If, at the end of such period, the General Partners have not cured any default or other

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reason for removal in the opinion of a majority in Interest of the Limited Partners, the said majority in Interest of the Limited Partners or their representative for this purpose shall send a further Notice to all Partners that the issue or issues as to:

(i) whether a reason exists for removal under Section 7.13(b), and

(ii) if such a reason is found, whether it was cured by the General Partners are being referred to arbitration pursuant to Section 12.07 unless the General Partners agree in writing to waive arbitration. A General Partner shall be removed for the reasoh or reasons set forth in Section 7.13(b) if and only if the arbitration decision, if such decision is sought, determines that there is a reason for removal under Section 7.13(b) which has not been cured by the General Partners.

(d) In the event that a General Partner or Partners are removed pursuant to this Section, they shall be and shall remain liable for all obligations and liabilities incurred by them as General Partners before such removal shall have become effective. In the event that they are removed as General Partners, a majority in Interest of Limited Partners shall select a new Managing General Partner, and upon its admission to the Partnership, such Person shall become the Managing General Partner.

(e) In the event that said Limited Partners nominate another Person to become a new General Partner of the Partnership in any of the circumstances described in this Section, Arthur W. Edwards and/or Frederic F. Case, as appropriate, upon receipt of Notice thereof from a majority in Interest of the Limited Partners, shall promptly transfer and assign their Partnership Interest and rights to receive unpaid installments of unearned fees due to them from the Partnership, to such Person, without the payment of any consideration therefore, effective upon the date of the removal. In the event the parties are unable to agree whether fees have been earned at such time, the matter shall be submitted to arbitration pursuant to Section 12.07.

(f) All Partners shall give, and hereby do give, such Consents, shall take such actions, and shall execute such documents as shall be legally necessary and sufficient to effect all of the foregoing provisions of this Section, and the Managing General Partner is hereby granted an irrevocable power of attorney to execute any

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and all documents on behalf of the Partners and the Partnership as shall be legally necessary and sufficient to effect all of the foregoing provisions of this Section. The election by the Limited Partners to remove one or more General Partners under this Section shall not limit or restrict the availability and use of any other remedy which any Partner or the Partnership might have with respect to such General Partners in connection with their undertakings and responsibilities under this Agreement.

(g) If either or both of Arthur W. Edwards and/or Frederic F. Case are removed as General Partners for any of the reasons set forth in Sections 7.13(a) and (b), a majority in Interest of the Limited Partners shall have the right to remove Jefferson, Inc. as General Partner at the same time or at any later time and without cause.

7.14 Applications for Rent Increases. The Managing General Partner shall make application to Fm.H.A. for increases in the rental payments for the dwelling units in the Project in the circumstances provided for under Fm.H.A. regulations or practice, at such times as the Managing General Partner determines are appropriate.

7.15 Selection of Managing Agent. The Partnership, with the approval of Fm.H.A., shall engage Case/Edwards Management Co., Inc. as the Managing Agent. The Managing Agent shall be paid a reasonable Project management fee, not in excess of the maximum fee approved by Fm.H.A. for such services. Such management fee shall be in addition to any fees payable to the General Partners or under the Management Agreement in connection with this Agreement. The contract between the Partnership and the Managing Agent for the management plan for the Project shall be in a form acceptable to Fm.H.A.

7.16 Removal of the Managing Agent. The Managing Agent may be removed under the terms of the contract between the Partnership and the Managing Agent. If both Arthur W. Edwards and Frederic F. Case are removed as General Partners under Section 7.13, or if for any reason, upon the last of Arthur W. Edwards and Frederic F. Case to serve as General Partners, the Partnership may, and at the request of a majority in Interest of Limited Partners the Partrership shall, cause the removal of Case/Edwards Management Co., Inc., as Managing Agent.

7.17 Replacement of the Managing Agent. Upon the removal or resignation of the Managing Agent, a substitute Managing Agent shall be named by the Managing General Part-

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ner, and, with the approval of Fm.H.A., such substitute Managing Agent so named shall become the new Managing Agent for the Project.

7.18 Contingency Reserves. Subsequent to Final Closing, the Managing General Partner shall have the right to establish contingency reserves by paying therein Partnership funds up to a maximum amount of five percent (5%) of the Net Cash Flow in each fiscal year, provided that such contingency reserves may not at any time exceed $30,000, unless additional amounts are added to the contingency reserves with funds left over after the maximum cash distributions have been paid to the Partners under Fm.H.A. regulations. Such contingency reserves may be in addition to the Reserve for Replacements required by Fm.H.A. Any funds set aside in such contingency reserves shall not be available for distribution pursuant to Article X, but such funds may subsequently be made available for such distribution to the extent that the Managing General Partner determines that such funds are no longer necessary to be held as contingency reserves for the operation of the Partnership business.

7.19 Withholding of Fee Payments. In the event that the General Partners are at any time adjudicated by an arbitration tribunal or court, as the case may be, in default with respect to any material provision under this Agreement, or if any financing or interest credit commitment of Fm.H.A. shall have terminated, or if foreclosure proceedings are commenced against the Project, the Partnership shall withhold payment to the General Partners of any then unpaid installment of fees or other consideration otherwise payable under this Agreement. All amounts so withheld by the Partnership under this Section 7.19 shall be promptly released to the General Partners only after (i) such default has been cured or (ii) receipt of a final arbitration or judicial decision to the effect that they never were in default or that such default has been cured or waived.

7.20 Sale or Refinancing of the Project. At any time after a date which is 20 years after Final Closing, the General Partners may sell all or substantially all of the assets of the Partnership, without the Consent of any of the Limited Partners, provided that any sale shall meet the following criteria:

(i) The sale shall be (A) an arm's-length sale to a bona fide third-party purchaser for cash, or (B) a sale to one or more of the General Partners or affiliated persons for cash at an arm's-length price; and

(ii) The General Partners shall have received two independent appraisals of the Project by MAI appraisers,

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each of which shall be not less than 95% of the sale price.

Any sale not meeting these criteria shall require the prior Consent of two-thirds in Interest of the Limited Partners. No refinancing effected on a date subsequent to the twentieth (20th) anniversary date of Final Closing shall require the Consent of any Limited Partner. The General Partners shall receive the prior Consent of Fm.H.A. to the refinancng if Fm.H.A. is at that time a mortgagee of the Project.

7.21 Sale of Land Surplus to the Project. At any time after Final Closing, the General Partners may sell and convey a portion of the land deemed by them, in their discretion, to be surplus to the operation of the Project, without the Consent of any of the Limited Partners, provided that any such sale shall meet the following criteria and conditions:

(i) The sale and conveyance shall be subject to the prior consent of any mortgagee of the Project at the time of the sale;

(ii) In the event the sale and conveyance is to be made to a third-party purchaser unrelated to the General Partners; (a) the General Partners shall have received two independent appraisals of the surplus land by MAI appraisers, each of which shall be not less than 95% of the sale price, and (b) each Limited Partner shall have been given at least 30 days Notice that the Limited Partners, collectively and individually as they shall determine among them, shall have a right of first refusal to purchase the portion of the land at the same price and on the same terms as the third party purchaser has offered all of which shall be contained in the Notice; and

(iii) In the event the sale and conveyance is to be made to the General Partners or an Affiliate of the General Parnters; (a) the sale price shall be that fixed or approved by Fm.H.A. if it is at the time a mortgagee of the Project or, if Fm.H.A. is not at the time a mortgagee of the Project, the General Partners shall have received two independent appraisals of the Project by MAI appraisers, each of which shall be not less than 95% of the sales price, and (b) each Limited Partner shall have been given at least 30 days Notice that the Limited Partners, collectively and individually as they shall determine among them, shall have a right to participate to the extent of a fifty percent interest in such project as the General Partners propose for the surplus land on the same basis, terms, and cash contributions as the General Partners afford to one or more new third

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party participants in the project, or, if there are to be no participants, on the same basis terms and cash contributions as are afforded the General Partners or their affiliates, all of which shall be contained in the notice.

Any sale and conveyance not meeting the foregoing criteria and conditions shall require the prior Consent of two-thirds of Interest of the Limited Partners.

ARTICLE VIII
TRANSFERS OF, AND RESTRICTIONS OF TRANSFERS OF, INTERESTS OF LIMITED PARTNERS

8.01 Purchase for Investment.

(a) Each Limited Partner hereby represents and warrants to the General Partners and to the Partnership that his acquisition of his Interest is made as principal for his account for investment purposes only and not with a view to the resale or distribution of such Interest.

(b) Each Limited Partner agrees that he will not sell, assign or otherwise transfer his Interest or any fraction thereof to any Person who does not similarly represent and warrant and similarly agree not to sell, assign or transfer such Interest or fraction thereof to any Person who does not similarly represent and warrant and agree.

8.02 Restrictions on Transfers of Limited Partnership Interests.

(a) Except as provided in Section 8.03(d), no Limited Partner may offer, sell, assign, hypothecate or pledge in whole or in part his Partnership Interest without the Consent of the Managing General Partner.

(b) No Limited Partner may sell, transfer or assign in whole or in part his Partnership Interest if such sale, transfer or assignment would cause the termination of the Partnership for Federal income tax purposes. Counsel for the Partnership shall give its opinion to the Managing General Partner as to whether such sale, transfer or assignment would cause the termination of the Partnership for Federal income tax purposes, and the Managing General Partner shall be entitled to rely upon such opinion in determining whether such sale,

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transfer or assignment would cause the termination of the Partnership.

(c) Except as provided in Section 8.03(d), no Limited Partner may offer, sell, transfer, assign, hypothecate or pledge in whole or in part his Partnership Interest unless the Managing General Partner shall have received an opinion of counsel satisafactory to him that such proposed disposition (i) may be effected without registration of the Interest under the Securities Act of 1933, as amended, and (ii) would not be in violation of any applicable state securities or "Blue Sky" law (including investment suitability standards).

(d) Except as provided in Section 8.03(d), no Limited Partner may sell, transfer or assign in whole or in part his Partnership Interest to a minor or incompetent, unless by will or intestate succession.

(e) Any transfer of a Partnership Interest must comply with all applicable Fm.H.A. rules and regulations in effect at the time of such transfer, including Fm.H.A. approval of any Interest equal to or greater than 10% of all Partnership Interests.

8.03 Right of First Refusal.

(a) A Limited Partner (hereinafter in this Section referred to as the "Selling Partner") may not, except as provided in Sections 5.01 or 5.03, transfer, sell, alienate, assign, give, bequeath or otherwise dispose of all or a portion of his Partnership Interest, whether voluntarily or by operation of law or at judicial sale or otherwise, to any Person without first offering the same for a period of thirty (30) days to the other Limited Partners not then in default and to the General Partners, at a price and upon terms no less favorable than those which the Selling Partner is willing to accept from a third party (as evidenced by a bona fide offer received from such third party by such Selling Partner). Such offer by a Selling Partner to sell to the other Partners shall be in writing and shall contain a statement setting forth the price and terms offered by, and the name and address of, such third party.

(b) Within thirty (30) days after receipt of such written offer, the other Partners not then in default may accept such offer in writing, in which case the Selling Partner and the other Partners shall, subject to the provisions of Sections 8.01 and 8.02, promptly consummate such sale. In the event that two or more Limited Partners desire to purchase the Interest of the

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Selling Partner and are unable to agree as to the apportionment therof, each such Limited Partner shall be entitled to purchase that portion of the Interest being sold which bears to the entire Interest being sold the same ratio which his Interest bears to the aggregate of the Interests of all the Limited Partners desiring to purchase such Interest. In the event that one or more Limited Partners and one or more General Partners desire to purchase the Interest of the Selling Partner, such Limited Partners shall, unless they otherwise agree, be entitled to purchase the entire Interest of the Selling Partner.

(c) If, within such thirty (30) day period, the Partners have not agreed to purchase, on the terms and conditions above provided, the entire Interest being offered by the Selling Partner, the Selling Partner may, subject to the provisions of Section 8.01 and Section 8.02, within forty-five (45) days from the date of expiration of such thirty (30) day period, transfer his Interest to such third party at a price not less than the price, and on terms not less favorable to the Selling Partner than the terms, at which such Interest was offered to the other Partners. If such Interest is not so disposed of within such period of forty-five (45) days, the Selling Partner shall, before the disposition of his Interest, again be obligated to offer it first to the other Partners pursuant to this Section.

(d) The provisions of Sections 8.02(a) and (c) and 8.03 shall not apply to any transfer or assignment of the Partnership Interest of a bankrupt, deceased, dissolved or incompetent Limited Partner, to the trustee, executor, administrator or guardian of his estate, as provided by Section 8.06, but, this Section shall apply to such trustee, executor, administrator or guardian to the same extent that, under the circumstances of any particular transfer, sale, alienation, assignment, gift, bequest or other disposition, such provision would have applied to the bankrupt, deceased, dissolved or incompetent Limited Partner.

8.04 Admission of Substitute Limited Partner.

(a) Subject to the other provisions of this Article VIII, an assignee of the Interest of a Limited Partner (which shall be understood to include any purchaser, transferee, donee, or other recipient of any disposition of such Interest) shall be deemed admitted as a Limited Partner of the Partnership only upon the satisfactory completion of the following:

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(i) Consent of the Managing General Partner shall have been given, which Consent may be evidenced by the execution by the Managing General Partner of a Certificate evidencing the admission of such Person as a Limited Partner;

(ii) The Assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart thereof, and such other documents or instruments as the Managing General Partner may require in order to effect the admission of such Person as a Limited Partner.

(iii) A Certificate evidencing the admission of such Person as a Limited Partner shall have been filed for recording;

(iv) The assignee shall have delivered a letter containing a representation in the form set forth in Section 8.01(a) and an agreement in the form set forth in Section 8.01(b).

(v) If the assignee is a corporation, the assignee shall have provided the Managing General Partner with evidence satisfactory to counsel for the Partnership of its authority to become a Limited Partner under the terms and provisions of this Agreement;

(vi) The assignee shall have paid all reasonable legal fees of the Partnership and the Managing General Partner and filing and publication costs in connection with his substitution as a Limited Partner; and

(vii) The assignee shall have complied with all applicable FmHA rules and regulations.

(b) For the purpose of allocating profits and losses and distributing cash received by the Partnership, a Substitute Limited Partner shall be treated as having become, and appearing in the records of the Partnership as, a Partner upon his signing this Agreement.

(c) The General Partners shall cooperate with the Person seeking to become a Substitute Limited Partner by preparing the documentation required by this Section and making all official filings and publications. The Partnership shall take all such action, including the filing for recordation of any Certificate evidencing the admission of any Person as a Limited Partner, and the making

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of any other official filings and publications, as promptly as practicable after the satisfaction by the assignee of the Interest of a Limited Partner of the conditions in this Article VIII to the admission of such Person as a Limited Partner of the Partnership.

8.05 Rights of Assignees of Partnership Interests.

(a) Subject to the provisions of Sections 8.01 and 8.02, except as required by operation of law, the Partnership shall not be obligated for any purposes whatsoever to recognize the assignment by any Limited Partner of his Interest until the Partnership has received Notice thereof.

(b) Any Person who is the assignee of all or any portion of a Limited Partner's Interest, but does not become a Substitute Limited Partner and desires to make a further assignment of such Interest, shall be subject to all the provisions of this Article VIII to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his Interest.

8.06 Effect of Bankruptcy, Death or Incompetence of a Limited Partner. The bankruptcy of a Limited Partner or the death of a Limited Partner or an adjudication that a Limited Partner is incompetent (which term shall include, but not be limited to, insanity), shall not cause the termination or dissolution of the Partnership, and the business of the Partnership shall continue with Partnership property. If a Limited Partner becomes bankrupt, the trustee or receiver of his estate or, if he dies, his executor, administrator or trustee, or, if he is adjudicated incompetent, his committee, guardian or conservator, shall have the rights of such Limited Partner for the purpose of settling or managing his estate or property and such power as the bankrupt, deceased or incompetent Limited Partner possessed to assign all or any part of his Interest and to join with the assignee in satisfying conditions precedent to the admission of the assignee as a Substitute Limited Partner.

8.07 Joint Ownership of Interests. An Interest may be acquired or held by two individuals as joint tenants with right of survivorship. Any Consent of the Limited Partners shall require the action or vote ot both owners of any such jointly held Interest. Upon the death of one owner of a jointly held Interest, the Interest shall become owned solely by the survivor as a Limited Partner and not as an assignee. The Partnership need not recognize the death of one of the owners of a jointly-held Interest until it shall have received Notice of such death. Upon Notice to the Managing General Partner from either owner, the Managing General Part-

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ner shall cause the Interest to be divided into two equal Interests, which shall thereafter be owned separately by each of the former owners.

ARTICLE IX
RIGHTS AND OBLIGATIONS OF LIMITED PARTNERS

9.01 Management of the Partnership. No Limited Partner shall take part in the management or control of the business of the Partnership or transact any business in the name of the Partnership. No Limited Partner shall have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. No Limited Partner shall have any power or authority with respect to the Partnership except insofar as the Consent of the Limited Partrers shall be expressly required and except as otherwise expressly provided in this Agreement.

9.02 Limitation on Liability of Limited Partners. The liability of each Limited Partner shall be limited to his Capital Contribution as and when it is payable under the provisions of this Agreement. No Limited Partner shall have any other liability to contribute money to, or in respect of the liabilities or obligations of, the Partnership, nor shall any Limited Partner be personally liable for any obligations of the Partnership. No Limited Partner shall be obligated to make loans to the Partnership

9.03 Other Activities. The Limited Partners may engage in or possess interests in other business ventures of every kind and description for their own accounts, including, without limitation, serving as general or limited partner of other partnerships which own, either directly or through interests in other partnerships, government-assisted housing projects similar to the Project. Neither the Partnership nor any of the Partners shall have any rights by virtue of this Agreement in or to such business ventures or to the income or profits derived therefrom.

9.04 Ownership by Limited Partner of Corporate General Partner or Affiliate. No limited Partner shall at any time, either directly or indirectly, own any stock or other interest in any corporate General Partner or in any Affiliate thereof, if such ownership by itself or in conjunction with other stock or other interests owned by other Limited Partners would, in the opinion of counsel for the Partnership, jeopardize the classification of the Partnership as a partnership for Federal income tax purposes. The Managing General Partner shall be entitled to make such reasonable inquiry of the Limited Partners as is required to establish

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compliance by the Limited Partners with the provisions of this Section. In the event of any violation of the provisions of this Section by any one or more Limited Partners, such Limited Partner or Limited Partners shall either dispose of his Interest in the Partnership (subject to and in compliance with the provisions of Article VIII) or of his stock or other interest in the corporate General Partner or Affiliates to the extent necessary so that, in the opinion of counsel for the Partnership, the classification of the Partnership as a partnership for Federal income tax purposes is no longer in jeopardy. The obligation of any such disposition required of more than one Limited Partner shall be shared among them on an equitable basis. Notwithstanding the foregoing, neither the General Partners nor any Limited Partner shall be liable in damages to the Partnership or to any Partner by reason of any violation of this Section, except for damages arising out of any material misrepresentation by any Limited Partner relating to the ownership of stock or other interest in a corporate General Partner or any Affiliate by him or by any member of his family (within the meaning of the attribution rules set forth in Section 318 of the Internal Revenue Code of 1954) or by reason of any failure by any Limited Partner to dispose of his Interest in the Partnership or of his stock or other interest in a corporate General Partner or Affiliate within a reasonable time after Notice to such Limited Partner by the Partnership of the obligation to make such disposition.

ARTICLE X
PROFITS, LOSSES AND DISTRIBUTIONS

10.01 Allocation of Profits and Losses and Cash Distributions.

(a) All profits and losses (subject to the provisions of Section 10.05 with respect to the allocation of gains and losses) and all Net Cash Flow available for distribution shall be allocated and distributed as follows:

Arthur W. Edwards, General Partner	2.49%
Frederic F. Case, General Partner	2.49%
Jefferson, Inc.	.02%
Limited Partners, in accordance with their Interests	95.00%

(b) Subject to the provisions of Section 5.03 and of subsections (c) and (d) below, each Limited Partner

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shall be entitled to receive that share of all profits and losses allocated to, and of all Net Cash Flow distributed to, all Limited Partners which is equal to the product of the multiplication thereof by a fraction, the numerator of which is the Interest of such Limited Partner at the close of business on the last day of such year expressed as a percentage and the denominator of which is 95%.

(c) In any year in which a Limited Partner sells, assigns or transfers all or any portion of an Interest to any Person who, during such year, is admitted as a Substitute Limited Partner, the share of all profits and losses allocated to and all Net Cash Flow and all cash proceeds distributable under Sections 10.03 and 10.04 and distributed to all Limited Partners which is attributable to the Interest sold, assigned or transferred, shall be divided between the assignor and the assignee on the basis of the number of days in such year before, and the number of days on and after, the execution by the assignee of this Agreement, as provided in Section 8.04(b); provided however, that, by agreement, the assignee and the assignor may make special provisions for the allocation of items of profit, gain, loss deduction or credit as may from time to time be permitted under the Internal Revenue Code of 1954, as amended, and for the distributions of Net Cash Flow and of cash proceeds distributable under Sections 10.03 and 10.04, but such allocations shall be binding as to the Partnership only after it shall have received Notice thereof from the assignor and assignee.

(d) In any year in which a General Partner sells, assigns or transfers all or any portion of an Interest to any Person who, during such year, is admitted as a Substitute General Partner, the provisions of Section 10.01(c) shall apply to such sale, assignment or transfer and the General Partners shall be treated as if they were Limited Partners for the purpose of applying such Section 10.01(c).

(e) The Partnership shall distribute Net Cash Flow not less frequently than annually in the manner provided in this Agreement.

10.02 Determination of Profits and Losses. Profits and Losses for all purposes of this Agreement shall be determined in accordance with the accounting method followed by the Partnership for Federal income tax purposes. Every item of income, gain, loss, deduction, credit or tax preference entering into the computation of such profit or loss, or applicable to the period during which such profit or loss was

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realized, shall be considered allocated to each Partner in the same proportion as profit and loss are allocated to such Partner.

10.03 Distribution of Proceeds from Sale or Refinancing of the Project. In the event that the Partnership sells or refinances the Project (excluding from the operation of this Section 10.03 any such proceeds included in Net Cash Flow), the net proceeds from any such sale or refinancing will be distributed and applied by the Partnership in the order of priority in Section 10.04.

10.04 Distribution of Proceeds from Sale and Liquidation of Partnership Property.

(a) The proceeds resulting from the liquidation of the Partnership assets pursuant to Section 11.02 and the proceeds resulting from the sale or refinancing of the Project shall be distributed and applied in the following order of priority:

(i) to the payment of debts and liabilities of the Partnership (including all expenses of the Partnership incident to any such liquidation of the Partnership or sale or refinancing referrred to immediately above, other than loans or other debts and liabilities of the Partnership to Partners or any Affiliates);

(ii) to the setting up of any reserves which the Liquidator deems reasonably necessary for contingent, unmatured or unforeseen liabilities or obligations of the Partnership;

(iii) to the repayment of any unrepaid loans, including but not limited to the Working Capital Loan and the General Partners' Loan, theretofore made by the Partners or any Affiliates to the Partnershp for Partnership obligations, and to the payment of any other debts and liabilities of the Partnership to Partners or any Affiliates.

(iv) to the Limited Partners in the amount of their Capital Contributions;

(v) to the General Partners in the amount of their Capital Contributions; and

(vi) thereafter, 50% to the Limited Partners, in accordance with their Interests, and 50% to the General Partners, in accordance with their Interests.

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(b) If there are insufficient funds to make payment in full of all amounts to all of the Partners entitled to such payments under any subsection of Section 10.04(a), the funds then available for payment under such subsection shall be allocated proportionately among the Partners entitled to payment pursuant to such subsection in accordance with the ratios of their Percentage Interests.

10.05 Allocation of Gains and Losses. Gains and losses recognized by the Partnership upon the sale, exchange or other disposition of the real property in the Project shall be allocated in the following manner:

(a) All gains (but not losses) shall be allocated among the Partners as follows until the amount of gain set forth in Section 10.05(b) hereof has been cumulatively so allocated over the term of the Partnership:

General Partners, in accordance with their Interests	5.0%
Limited Partners, in accordance with their Interests	95.0%

(b) The amount of gain referred to in Section 10.05(a) above is an amount equal to:

(i) the sum of the Partnership's liabilities immediately before the sale, exchange or other disposition of the real property in the Project and the total Capital Contributions made by the Partners less

(ii) the basis of the real property in the Project for Federal income tax purposes adjusted to the date of the sale, exchange or other disposition.

(c) All gains in excess of the amount of gain set forth in Section 10.05(b) above and all losses on the sale, exchange or other disposition of all or any part of the real property in the Project shall be allocated among the Partners, in accordance with their Interests, as follows:

General Partners	50.0%
Limited Partners	50.0%

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ARTICLE XI
SALE, DISSOLUTION AND LIQUIDATION

11.01 Dissolution of the Partnership. The Partnership shall be dissolved on the earlier of the expiration of the term of the Partnership, or upon:

(a) the withdrawal of a General Partner who is at that time the sole General Partner;

(b) the bankruptcy, death, dissolution or adjudication of incompetency of a General Partner who is at that time the sole General Partner;

(c) the passage of thirty (30) days after the sale or other diposition of the Partnership's interest in the Project;

(d) the election by Limited Partners whose combined Interests represent 80% of the total Partnership Interests, provided that such election is made only after a date that follows the latest to occur of (i) Final Closing or (ii) the paymeit to the Partnership by the Limited Partners of all installments of their Capital Contributions due under Section 5.01; or

(e) any other event causing the dissolution of the Partnership under the laws of the State of Maryland.

11.02 Winding Up and Distribution.

(a) Upon the dissolution of the Partnership pursuant to Section 11.01, the Partnership business shall be wound up and its assets liquidated as provided in this Section 11.02, and the net proceeds of such liquidation shall be distributed in accordance with Section 10.04.

(b) The Liquidator shall file all certificates and notices of the dissolution of the Partnership required by law. The Liquidator shall proceed without any unnecessary delay to sell and otherwise liquidate the Partnership's property and assets; provided, however, that if the Liquidator shall determine that an immediate sale of part or all of the Partnership property would cause undue loss to the Partners, in order to avoid such loss, the Liquidator may, except to the extent prohibited by the Uniform Limited Partnership Act of the State of Maryland, defer the liquidation of the Partnership property for a reasonable time, except for such liquidation as may be necessary to satisfy the debts and lia-

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bilities of the Partnership to Persons other than the Partners. Upon the complete liquidation and distribution of the Partnership assets, the Partners shall cease to be Partners of the Partnership and the Liquidator shall execute, acknowledge and cause to be filed all certificates and notices required by law to terminate the Partnership.

(c) Upon the dissolution of the Partnership pursuant to Section 11.01, the accountants for the Partnership shall promptly prepare, and the Liquidator shall furnish to each Partner, a statement setting forth the assets and liabilities of the Partnership upon its dissolution. Promptly following the complete liquidation and distribution of the Partnership property and assets, the Partnership accountants shall prepare, and the Liquidator shall furnish to each Parther, a statement showing the manner in which the Partnership assets were liquidated and distributed.

ARTICLE XII
BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS, ETC.

12.01 Books and Records. The books and records of the Partnership shall be maintained on an accrual basis in accordance with sound Federal income tax accounting principles. These and all other records of the Partnership, in-including information relating to the status of the Project, information with respect to the sale by the General Partners or any Affiliate of goods or services to the Partnership, and a list of the names and addresses of all Limited Partners, shall be kept at the principal office of the Partnership and shall be available for examination by any Partner, or his duly authorized representatives, at any and all reasonable times. Any Partner, or his duly authorized representatives, upon paying the costs of collection, duplication and mailing, shall be entitled to a copy of the list of names and addresses of the Limited Partners.

12.02 Custody of Partnership Funds; Bank Accounts.

(a) The Managing General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in the immediate possession or control of the Managing General Partner. The funds of the Partnership shall not be commingled with the funds of any other Person and the Managing General Partner shall not employ, or permit any

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other Person to employ, such funds in any manner except for the benefit of the Partnership.

(b) All funds of the Partnership not otherwise invested shall be deposited in one or more accounts maintained in such banking institutions as the Managing General Partner shall determine, and withdrawals shall be made only in the regular course of Partnership business on such signature or signatures as the General Partners may, from time to time, determine.

12.03 Accounts. The accountants for the Partnership shall be Regardie, Brooks & Lewis, P.C., Bethesda, Maryland, or such other firm of certified public accountants as shall be selected by the Managing General Partner. The accountants shall prepare for execution by the Managing General Partner all tax returns of the Partnership, shall audit the books of the Partnership, and shall certify, in accordance with generally accepted accounting principles, a balance sheet, a profit and loss statement and a cash flow statement.

12.04 Reports to Limited Partners.

(a) The Managing General Partner shall mail not later than March 15 of every year to all Persons who were Limited Partners at any time during the Partnerships' prior fiscal year all necessary tax information. Not later than March 15th of every year, the Managing General Partner shall mail to the same Persons an annual report of the Partnership, including a statement of all transactions required by Section 7.05 to be disclosed to all Partners, a report of the Partnership's accountants containing certified financial statements including but not limited to a balance sheet, profit and loss statement and statement of changes in financial condition for the preceeding fiscal year, and any other information regarding the Partnership and its operations during the prior fiscal year deemed by the Managing General Partner to be material to the Limited Parners. Not later than November 1 of every year, the Managing General Partner shall mail to the same Persons an estimated taxable income or loss report for the current fiscal year. Not later than August 15th, the Managing General Partner shall mail to the same persons unaudited semi-annual financial reports for the semi-annual period ending the immediately preceding June 30.

(b) The Managing General Partner shall also promptly furnish to the Limited Partners a copy of every financial report and statement requested by Fm.H.A. or by any other governmental agency having jurisdiction

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over the Project or the Partnership. The Managing General Partner shall also promptly furnish to the Limited Partners information relating to any major extraordinary event adversely affecting the operation of the Project, and such additional information to the Limited Partners with respect to the operations, finances and physical conditions of the Project as a majority in interest of the Limited Partners may reasonably request.

(c) The Managing General Partner shall promptly send Notice to the Limited Partners of any audit or investigation of the financial records of the Partnership conducted by any representative of the Internal Revenue Service.

12.05 Tax Elections. In the event of a transfer of all or any part of the Interest of a General Partner or of a Limited Partner, the Partnership may elect, pursuant to Sections 743 and 754 of the Internal Revenue Code of 1954 (or any corresponding provision of succeeding law), to adjust the basis of the Partnership property if, in the opinion of the Managing General Partner, such election would be advantageous to the Limited Partners as a group. Except insofar as an election pursuant to Section 754 has been made with respect to the Interest of any Partner, the determination of profits, losses and cash distributions shall be made as provided for in this Agreement. With respect to any Partner whose Interest has been affected by an election pursuant to Section 754, appropriate adjustments shall be made with respect to the determination of profits, losses and cash distributions. Each Partner agrees to furnish the Partnership with all information necessary to give effect to such election. The Partnership may elect to make any other election permitted under any provision of the Internal Revenue Code if, in the opinion of the Managing General Partner, based upon the advice of the accountants for the Partnership, such election would be advantageous to the Limited Partners as a group or to any Limited Partner without being disadvantageous to any other Limited Partner.

12.06 Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

12.07 Arbitration. Any dispute, controversy or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by arbitration in the District of Columbia pursuant to the rules then in effect of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). Any award rendered shall be final and conclusive upon the

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parties and a judgment thereon may be entered in the highest court of the forum, state or Federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel.

12.08 Syndication Fee. The Partnership shall pay to Brean Murray, Foster Securities Inc. a syndication fee of $13,000 and an amount, up to $2,500, in reimbursement for actual expenses on the execution of this Agreement.

ARTICLE XIII
AMENDMENTS

13.01 Proposal and Adoption of Amendments Generally.

(a) Amendments to this Agreement to reflect the addition or substitution of a Limited Partner, the designation of an additional or successor General Partner, or the withdrawal of a General Partner shall be made at the time and in the manner referred to in Section 10.03. Any other amendments to this Agreement may be proposed:

(i) by any General Partner, which shall give Notice to the Limited Partners of (A) the text of such amendment, (B) a statement of the purpose of such amendment, and (C) an opinion of counsel obtained by the General Partners to the effect that such amendment is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Part- and will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes; or

(ii) by Limited Partners whose combined Interests represent 10% or more of the Interests of all Partners not then in default, who shall submit to the General Partners the text of such proposed amendment, together with a statement of the purpose of such amendment and an opinion of counsel obtained by such Limited Partners to the effect that such amendment is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partners, and will not adversely affect the classification of

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the Partnership as a partnership for Federal income tax purposes.

The General Partners shall, within twenty (20) days after receipt of any proposal under Subsection (ii) above, give Notice to all Limited Partners of such proposed amendment and its statement of purpose and accompanying opinion of counsel, together with the views, if any, of the General Partners with respect to such proposed amendment (including with respect to whether such proposed amendment is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partners, or will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes).

(b) Except as otherwise provided for with respect to amendments described in Section 13.03 and subject to the provisions of Section 13.02, an amendment to this Agreement shall be adopted if such amendment shall have been Consented to either (i) by all General Partners, by at least two-thirds in Interest of the Limited Partners and by any Limited Partner whose approval is required by Section 13.02, provided that counsel for the Partnership gives its opinion to the Partnership to the effect that the Consent to such amendment by at least two-thirds in Interest of the Limited Partners is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partners, and will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes, or (ii) by all the General and Limited Partners.

(c) The General Partner shall within a reasonable time after the adoption of any amendment to this Agreement make any official filings or publications required or desirable to reflect such amendment including any required filing for recordation of any Certificate.

13.02 Limitations of Amendments. Notwithstanding the provisions of Section 13.01, no amendment to this Agreement may:

(a) add to, detract from, or otherwise modify the purpose of the Partnership without the Consent of all the Partners;

(b) enlarge the obligations of any Partner under this Agreement or convert the Interest of any Limited Partner into the Interest of a General Partner or modify

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the limited liability of any Limited Partner, without the Consent of such Partner;

(c) modify the method of determining, or the order provided in Article X for allocations of profits and losses and distributions of Net Cash Flow, and net proceeds from the sale or other distributions of the Project, and net proceeds resulting from the liquidation of the Partnership, without the Consent of each Partner adversely affected by such modification;

(d) amend this Article XIII or Section 14.03 without the Consent of all Partners; or

(e) directly or indirectly diminish or adversely affect the rights, interests and security of the Farmers Home Administration of the United States Department of Agriculture under any of the instruments executed by the Partnership for its benefit, including the security agreement, or to the mortgaged property.

13.03 Amendments on Admission or Withdrawal of Partners.

(a) If this Agreement shall be amended as a result of adding or substituting a Limited Partner pursuant to Section 8.04, the amendment to this Agreement shall be signed by the Managing General Partner, and by the Persons to be substituted or added, and, if a Limited Partner is to be substituted, by the assigning Limited Partner or its attorney-in-fact, and by the other Limited Partners or their attorneys-in-fact.

(b) if this Agreement shall be amended to reflect the withdrawal of a General Partner and the business of the Partnership is continued, such amendment shall be assigned by the remaining or successor General Partner(s), and by the Limited Partners or their attorneys-in-fact.

ARTICLE XIV
CONSENTS, VOTING AND MEETINGS

14.01 Method of Giving Consent. Any Consent required by this Agreement may be given as follows:

(a) by a written Consent given by the consenting Partner and received by the Managing General Partner at or prior to the doing of the act or things for which the

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Consent is solicited, provided that such Consent shall not have been nullified by:

(i) Notice to the Managing General Partner of such nullification by the Consenting Partner prior to the doing of any act or thing the doing of which is not subject to approval at a meeting called pursuant to Section 14.02;

(ii) Notice to the Managing General Partner of such nullification by the Consenting Partner to the time of any meeting called pursuant to Section 14.02 to consider the doing of such act or thing; or

(iii) the negative vote by such Consenting Partner at any meeting called pursuant to Section 14.02 to consider the doing of such act or thing; or

(b) by the affirmative vote of the Consenting Partner to the doing of the act or thing for which the Consent is solicited at any meeting called pursuant to Section 14.02 to consider the doing of such act or thing.

14.02 Meetings of Limited Partners. Any matter requiring the Consent of all or any of the Limited Partners pursuant to any Section of this Agreement may be considered at a meeting of the Limited Partners held not less than fifteen (15) nor more than sixty (60) days after Notice thereof shall have been given by any General Partner to all Limited Partners. Such Notice (a) may be given by a General Partner, in its discretion, at any time, or (b) shall be given by the Managing General Partner within fifteen (15) days after receipt from the Limited Partners whose combined Interests represent 10% or more of the Interests of all Partners not then in default of a request for such meeting. Such meeting shall be held either at the principal office of the Partnership or the principal office of the Managing General Partner, as shall be specified by the Managing General Partner, if Notice of such meeting is given pursuant to clause (a) of the next preceding sentence, or by the requesting Limited Partners, if Notice of such meeting is given pursuant to clause (b) of the next preceding sentence.

14.03 Limitations on Consents by Less Than All Limited Partners. At any time in which the Consent of the Limited Partners is solicited pursuant to a provision of this Agreement that authorizes the doing of an act or thing with the Consent of a percentage in Interest of the Limited Partners less than all of the Limited Partners, counsel for

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the Partnership will be requested by the Managing General Partner to render its opinion to the Partnership to the effect that the giving of Consent by less than all of the Limited Partners, in the circumstances then present, is permitted by the Uniform Limited Partnership Act of the State of Maryland, will not impair the limited liability of the Limited Partners, and will not adversely affect the classification of the Partnership as a partnership for Federal income tax purposes. If counsel for the Partnership is unable to render such opinion, then either (a) the Consent of such additional Limited Partners shall be obtained as will enable counsel for the Partnership to deliver such opinion, or (b) the Consent of all of the General Partners and Limited Partners shall be obtained, in which event no opinion of counsel for the Partnership shall be required.

14.04 Submissions to the Limited Partners. The General Partner shall give the Limited Partners Notice of any proposal or other matter required by any provision of this Agreement or by law to be submitted for consideration and approval of the Limited Partners. Such Notice shall include any information required by the relevant provision or by law.

ARTICLE XV
GENERAL PROVISIONS

15.01 Fm.H.A. Provisions. This entire Agreement is subject to the right of Fm.H.A. to refuse to allow the volunvoluntary dissolution or transfer of Partnership interests with respect to this Partnership, and such act of transfer, addition or substitution shall be invalid and void unless prior written consent of the Fm.H.A. is granted. This Consent is to be required until such time as all obligations of this Partnership to Fm.H.A. are complete and a satisfaction has been properly recorded in the appropriate records. The above noted requirement of Consent by Fm.H.A. shall not be required for the addition or substitution of Limited Partners whose Interest is less than ten percent (10%).

15.02 Burden and Benefit. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

15.03 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

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15.04 Pronouns and Plurals. All pronouns used herein shall be deemed to refer to the masculine, feminime, neuter, singular or plural as to the indentity of the Person or Persoms may require in the context, and the singular form of nouns, pronouns and verbs shall include the plural, and vice versa, whichever the context may require.

15.05 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

15.06 Separability of Proivisions. Each provision of this Agreement shall be considered separable and if for any reason any provisiion which is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

15.07 Entire Agreement. This Agreement, together with the other agreements dated as of May 1, 1981 relating to additional obligations of the General Partners to the Partnership or to the Limited Parters, set forth all (and is intended by all parties to be an integration of all) of the promises, agreements and understandings among the parties hereto with respect to the Partnership, the Partnership business and the property of the Partnership, and there are no promises, agreements, or understandings, oral or written, expressed or implied, among them other than as set forth or incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunder affixed their signatures and seals as of the 15th day of May, 1981.

GENERAL PARTNERS:

WITNESS:

Lawrence D. Hollman — Arthur W. Edwards

Lawrence D. Hollman — Frederic F. Case

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~~STATE OF~~)
District of Columbia : ss.:
~~COUNTY OF~~)

On this 29th day of May in the year of 1981, before me, a Notary Public in and for the aforesaid State and County, personally appeared Frederic F. Case, known to me to be the General Partner named in and subscribing to the foregoing AMENDED CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT OF JEFFERSON ASSOCIATES.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Andrew S. Johnson (SEAL)
Notary Public

My Commission Expires:

My Commission Expires September 30, 1984

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~~STATE OF~~ District of Columbia)
: ss.:
~~COUNTY OF~~)

On this 29th day of May in the year of 1981, before me, a Notary Public in ~~and~~ for the aforesaid State ard County, personally appeared Arthur W. Edwards, known to me to be the General Partner named in and subscribing to the foregoing AMENDED CERTIFICATE OF LIMITED PARTNERSHIP AND LIMITED PARTNERSHIP AGREEMENT OF JEFFERSON ASSOCIATES.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Andrey R. Johnson (SEAL)
Notary Public

My Commission Expires:

My Commission Expires September 30, 1984

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WITNESS:	LIMITED PARTNERS:
	Edward L. Slater
	Lottie W. Slater

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BOOK 24 PAGE 379

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182 PAGE 353

WITNESS:	LIMITED PARTNERS:
Mary L Parkert	Harold Schuler

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BOOK 24 PAGE 380

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VOL 182 PAGE 354

WITNESS:	LIMITED PARTNERS:

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WITNESS:

LIMITED PARTNERS:

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EXHIBIT A

JEFFERSON ASSOCIATES

The Limited Partners, their principal places of residence and their percentage Interests are as follows:

Limited Partner	percentage Interest
Jay Cooper 13061 Mar Street Coral Gables, Florida	38%
Seymour Gerber 3501 N. Keyser Ave. Villa 26 Hollywood, Florida 33021	19%
Harold Winter 9049 Emerson Avenue Miami Beach, Florida 33154	19%
Edward L. & Loretta W. Slater 2000 S. Ocean Drive, Apt. 1802 Ft. Lauderdale, Florida 33316	19%

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BOOK 24 PAGE 383

JEFFERSON ASSOCIATES
LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT

Robert L. Ash
OBER, KALER, GRIMES & SHRIVER
ATTORNEYS AT LAW
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
710 RING BUILDING
1200 EIGHTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Cert of Amdt
05
IB
3 of 9

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 11:20 MO. DAY YEAR 6/28/85

50	ORG. & CAP. FEE	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY

older - make cancel

1985 JUN 28 A 11:20

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BOOK 24 PAGE 384

CERTIFICATE OF AMENDMENT
OF
JEFFERSON ASSOCIATES LIMITED PARTNERSHIP

182 PAGE 357

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28, 1985 AT 11:20 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

65

RECORDED IN LIBER 2132, FOLIO 002320, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1958560

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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QUAKER CREEK ASSOCIATES LIMITED PARTNERSHIP
CERTIFICATE OF AMENDMENT

WHEREAS, Quaker Creek Associates was formed as a Maryland limited partnership pursuant to a Certificate of Limited Partnership filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland, and was continued as a limited partnership under the Maryland Uniform Limited Partnership Act, pursuant to that certain Amended and Restated Certificate and Limited Partnership Agreement ("the Partnership Agreement") dated November 1, 1980, a copy of which is attached hereto as Exhibit 1, which was filed for record with the Clerk of the Circuit Court for Anne Arundel County, Maryland in Volume 13, page 497; and

WHEREAS, the partners wish to amend the Partnership Agreement in order to comply with the provisions of the Maryland Revised Uniform Limited Partnership Act;

NOW, THEREFORE, Arthur W. Edwards, one of the general partners of Quaker Creek Associates, certifies as follows:

1. The name of the partnership shall be Quaker Creek Associates Limited Partnership.

2. The principal office of the partnership shall be 410 Severn Avenue, Suite A-301, Annapolis, Maryland 21403, and the resident agent shall be Arthur W. Edwards at that same address.

3. The name and address of each partner is:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:59
E AUBREY COLLISON
CLERK

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Partners

Arthur W. Edwards — 6 Norwood Road, Annapolis, Maryland 21401

Frederic F. Case — 7404 Summit Avenue, Chevy Chase, Maryland 20815

Special Limited Partner

Greater Boston Development, Inc., 45 School Street, Boston, Massachusetts 02108

Class B Limited Partner

CM&H Investment Company, 45 School Street, Boston, Massachusetts 02108

Class A Limited Partners

Ms. Evelyn K. Binter — 321 East Oak, Moorestown, New Jersey 08057

Mr. Robert F. Danahy — 39 Westerly Road, Weston, Massachusetts 02193

Mr. Charles I. DiPuppo — 1259 Lakemont Road, Villanova, Pennsylvania 19085

Mr. Edward R. Hampson — P.O. Box 188, Wilton Road, Peterborough, New Hampshire

Ms. Lorna U. Hauslohner — 231 North Ithan Avenue, Rosemont, Pennsylvania 19010

Ms. Kathleen A. Holland — 73 Daniel Street, Portsmouth, New Hampshire 03801

Mr. Joseph G. Kelnberger — 48 Mohegan Road, Larchmont, New York 10538

Mr. Curtis W. Rogers — One Vision Road, East Providence, Rhode Island 02914

J. Russell Twiss, M.D. — 215 East 72nd Street, New York, New York 10021

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QUAKER CREEK ASSOCIATES

AMENDED AND RESTATED CERTIFICATE AND

LIMITED PARTNERSHIP AGREEMENT

Dated as of November 1, 1980

THE LIMITED PARTNERSHIP INTERESTS REPRESENTED BY THIS AGREEMENT HAVE BEEN ACQUIRED PURSUANT TO AN INVESTMENT REPRESENTATION ON THE PART OF THE HOLDER THEREOF AND SHALL NOT BE SOLD, PLEDGED, HYPOTHECATED, DONATED OR OTHERWISE TRANSFERRED, WHETHER OR NOT FOR CONSIDERATION, BY THE HOLDER EXCEPT UPON THE ISSUANCE TO THE PARTNERSHIP OF A FAVORABLE OPINION OF ITS COUNSEL AND/OR SUBMISSION TO THE PARTNERSHIP OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO COUNSEL TO THE PARTNERSHIP, TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, ANY RULE OR REGULATION PROMULGATED THEREUNDER, AND APPLICABLE STATE SECURITIES LAWS.

EXHIBIT 1

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QUAKER CREEK ASSOCIATES

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QUAKER CREEK ASSOCIATES

AMENDED AND RESTATED CERTIFICATE AND

LIMITED PARTNERSHIP AGREEMENT

Preliminary Statement

QUAKER CREEK ASSOCIATES (the "Partnership") was formed as a Maryland limited partnership pursuant to a Limited Partnership Agreement dated as of February 13, 1980, by and between Arthur W. Edwards and Frederic F. Case as General Partners and as (original) Limited Partners, and a Certificate of Limited Partnership with respect thereto was filed on September 10, 1980 with the Land Records in Anne Arundel County and Washington County, Maryland.

The purposes of this amendment to, and restatement of, said Agreement are (i) to enable the Partnership to admit Class A Limited Partners, (ii) to admit Greater Boston Development, Inc. as Special Limited Partner, (iii) to admit CM&H Investment Company as Class B Limited Partner, (iv) to provide for the withdrawal of Arthur W. Edwards and Frederic F. Case as (original) Limited Partners, and (v) to set out more fully the rights, obligations and duties of the General Partners and the Limited Partners.

Now, therefore, it is hereby agreed the Partnership Agreement of Quaker Creek Associates as presently in effect is amended and restated in its entirety as follows:

ARTICLE I

Defined Terms

The defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means Martin, LaMarca & Co. (Boston, Massachusetts) or such other firm of independent certified public accountants as may be engaged for the purpose of preparing the tax returns for the Partnership.

"Admission Date" means the first day of the calendar month during which Class A Limited Partners are first admitted to the Partnership in accordance with Section 4.3 hereof.

"Affiliate" means as to any named Partner or Partners (or as to every Partner if none are specifically named) (i) any such Partner or member of his Immediate Family; (ii) the legal representative, successor or assignee of, or any trustee of a trust for the benefit of, any such Partner or member of his Immediate

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Family; (iii) any Entity of which a majority of the voting interests is owned by any one or more of the Persons referred to in the preceding clauses (i) and (ii); (iv) any officer, director, trustee, employee, stockholder (10% or more) or partner of any Person referred to in the preceding clauses (i), (ii) and (iii); and (v) any Person directly or indirectly controlling, or under direct or indirect common control with, any Person referred to in any of the preceding clauses.

"Agreement" means this Amended and Restated Certificate and Agreement of Limited Partnership, including Schedule A hereto, as it may be further amended from time to time.

"Auditors" means the firm of Regardie, Brooks & Lewis (Bethesda, Maryland) or such other firm of independent certified public accountants which may be engaged for the purpose of auditing the books and records of the Partnership and certifying financial reports of the Partnership.

"Breakeven Point" means the first time at which, as certified by the General Partners, based upon four consecutive full calendar months of operation occurring after Permanent Mortgage Commencement, the rental income of the Partnership actually received on a cash basis (excluding prepaid rent) shall have exceeded all the Partnership's expenses on an accrual basis except for depreciation, required payments to reserve accounts, the Investor Service Fee and payments to the General Partners (other than the Contract Management Fee). For purposes of the foregoing determination, expenses shall (i) include monthly payments of principal and interest in the amount specified in the permanent Mortgage regardless of any forbearance thereof, (ii) include a pro rata portion of the annual amount (as estimated by the General Partners) of those seasonal expenses (such as utilities and maintenance expense) which might reasonably be expected to be incurred on an unequal basis during a full annual period of operation, and (iii) be adjusted, if necessary, so that the expenses of real estate taxes and insurance are based on the General Partners' estimate of the full value of the Project after completion of construction.

"Capital Contribution" means the total value of cash and other consideration contributed and agreed to be contributed to the Partnership by each Partner as shown in Schedule A, which is attached hereto and made a part hereof. Any reference in this Agreement to the Capital Contribution of a then Partner shall include a Capital Contribution previously made by any prior Partner for such partnership interest of such then Partner.

"Capital Transaction" means any transaction the proceeds of which are not includable in determining Cash Flow including, without implied limitation, the sale or other disposition of all or substantially all of the assets of the Partnership and any

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refinancing of the Mortgage but excluding the payment of Capital Contributions by the Partners.

"Cash Flow" means the profits or losses of the Partnership from and after Permanent Mortgage Commencement (as said profits and losses are determined in accordance with Section 10.1.E) but subject to any applicable FmHA requirements and further subject to the following:

(a) Depreciation of building, improvements and personal property and amortization of any financing fee shall not be considered as a deduction;

(b) Mortgage amortization shall be considered as a deduction;

(c) A reasonable reserve shall be deducted to provide for working capital needs, funds for improvements or replacements or for any other contingencies of the Partnership;

(d) Any amounts paid for capital expenditures shall be considered as a deduction, unless paid from any replacement reserve for capital expenditures or unless funds therefor have been provided through insurance;

(e) The proceeds of any Mortgage refinancing, any sale, exchange, eminent domain taking, damage or destruction (whether insured or uninsured), or other disposition, of all or any part of the Project (other than the proceeds of any business or rental interruption insurance) shall not be included in Cash Flow;

(f) Any rent or interest subsidy payments shall be included as income in Cash Flow;

(g) The fees set forth in Section 6.12 hereof, the lease-up fees referred to in Article XI, the Investor Service Fee for 1980, 1981 and 1982 and any fee payable in connection with any transaction referred to in clause (e) above, shall not be considered as a deduction.

"Class A Limited Partners" means any of those Persons who are listed in Schedule A as Class A Limited Partners, including Substitute Class A Limited Partners, at the time of reference thereto, in their capacities as such.

"Class B Limited Partner" means CM&H Investment Company, its successors and assigns. The term "Class B Limited Partner" shall also include, but subject to the provisions of the last sentence of Section 7.4, any holder of a Partnership interest designated as a Class B Limited Partner pursuant to Sections 4.6.B or 7.4.

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"Class Contribution" means the aggregate Capital Contributions of all the members of a particular class of Partners [e.g., the General Partners, the Class A Limited Partners, Special Limited Partner or the Class B Limited Partner(s)].

"Code" means the Internal Revenue Code of 1954, as amended from time to time.

"Commitments" means and includes the commitment of the Construction Lender to make the construction Mortgage loan, the commitment of the Permanent Lender to provide the permanent Mortgage loan upon completion of construction pursuant to Section 515 of the Housing Act of 1949, the commitment of FmHA to provide interest credit assistance and rental assistance payments, if any, for the Project pursuant to Section 521 of the Housing Act of 1949 and any and all documents and other instruments executed in connection with any of the foregoing.

"Completion Date" means the date upon which FmHA issues a certificate of occupancy with respect to all units of the Project.

"Consent of the Limited Partners" means the prior written consent or approval of Limited Partners whose Capital Contributions represent at least 60% of the aggregate of the Class A Limited Partner Class Contribution but excluding entirely from such calculation any Capital Contributions of a General Partner in his capacity as a Limited Partner.

"Construction Contract" means the construction contract dated February 13, 1980, and any amendments thereto, between the Partnership and Case/Edwards Construction Co., Inc.

"Construction Lender" means Union Trust Company of Maryland or its assignee(s).

"Construction Loan Agreement" means the Building Loan Agreement dated September 8, 1980, and any amendments thereto, between the Partnership and the Construction Lender.

"Contract Management Fee" means the Contract Management Fee described in Article XI.

"Entity" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

"Event of Bankruptcy" means as to any Person the filing of a petition for relief as debtor or bankrupt under the Bankruptcy Code of 1978 or like provision of law; insolvency of such Person as finally determined by a court proceeding; filing by such

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Person or another of a petition or application to accomplish the same or for the appointment of a receiver or a trustee for such Person or a substantial part of his assets; or commencement of any proceedings relating to such Person under any other reorganization, arrangement, insolvency, adjustment of debt or liquidation law of any jurisdiction; unless, with respect to any of the foregoing, such event of bankruptcy is susceptible to cure and is cured within 90 days.

"FmHA" means the Farmers Home Administration of the United States Department of Agriculture.

"FmHA Loan Agreement" means the FmHA Loan Agreement of February 12, 1980 and any amendments thereto, from the Partnership to FmHA in connection with the Mortgage.

"General Partner" means any Person designated as a General Partner in Schedule A or any Person who becomes a General Partner as provided herein, in his capacity as such, and if there be more than one General Partner at any time, the singular shall include every such Person.

"General Partners' Loan" means a loan by the General Partners to the Partnership pursuant to Section 9.2 and which is repayable only as provided in Section 10.2.B.

"Immediate Family" means, with respect to any person, his spouse, parents, parents-in-law, descendants, nephews, nieces, brothers, sisters, brothers-in-law, sisters-in-law, children-in-law and grandchildren-in-law.

"Initial 90% Occupancy Date" means the first date upon which 44 apartment units of the Project have been leased under executed FmHA approved leases to qualified tenants.

"Installment" means a portion of the Class A Limited Partner Capital Contribution paid or payable to the Partnership as set forth in Section 5.1.

"Investor Service Fee" means the fee that shall be paid to Greater Boston Group Management, Inc., an Affiliate of the Special and Class B Limited Partners pursuant to Section 12.9 for providing reporting services to the Class A Limited Partners.

"Lenders" means the Construction Lender and Permanent Lender.

"Limited Partner" or "Limited Partners" means any or all those Persons designated in Schedule A as Class A Limited Partners, Special Limited Partner or Class B Limited Partner(s) or any Person who becomes a Substitute Class A, Special or Class B Limited Partner as provided herein, in each such Person's capacity as a Limited Partner of the Partnership.

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"Management Agent" means the managing and rental agent for the Project.

"Management Fee" means the amount so designated in Article XI which is payable to the Management Agent as partial compensation for its Project management services.

"Mortgage" means the mortgage indebtedness of the Partnership to the Lenders; where the context admits "Mortgage" shall mean and include the promissory note evidencing said indebtedness, the mortgage deed securing the promissory note, and all other documentation related thereto.

"Negative Basis" means, as to a Partner and a point in time, the amount, if any, by which (1) the sum of the aggregate losses and distributions allocated prior to such point in time to such Partner exceeds (2) the sum of the aggregate profits allocated prior to such point in time to such Partner plus such Partner's paid-in Capital Contribution.

"Partner" means any General Partner or Limited Partner.

"Partnership" means Quaker Creek Associates.

"Partnership Interest" means that percent of the profits, losses and distributions of the Partnership to which each Partner is entitled under the provisions of Article X hereof at the time of calculation.

"Permanent Lender" means FmHA or its assignee.

"Permanent Mortgage Commencement" means the first date on which all of the following have occurred: (i) the Completion Date, (ii) the principal amount and date of maturity of the permanent Mortgage have been finally determined, and (iii) amortization of the permanent Mortgage has commenced.

"Person" means any individual or Entity.

"Positive Basis" means, as to a Partner and a point in time, the amount, if any, by which (1) the sum of the aggregate profits allocated prior to such point in time to such Partner and such Partner's paid-in Capital Contribution exceeds (2) the sum of the aggregate losses and distributions allocated prior to such point in time to such Partner.

"Project" or "Property" means the real property, consisting of approximately 7.35 acres located in Hancock, Washington County, Maryland, as more fully described in the Mortgage, together with (i) all buildings and other improvements on or to be constructed or made upon such property pursuant to the Project Documents, and

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(ii) all furnishings, equipment and personal property covered by the Mortgage.

"Project Documents" means and includes the Mortgage, FmHA Loan Agreement, Construction Loan Agreement, the Commitments, the Construction Contract, and all other instruments delivered to (or required by) the Construction Lender or FmHA in connection with their commitments to the Partnership, and all other documents relating to the Project and by which the Partnership is bound.

"Rental Assistance Agreement" means the Rental Assistance Agreement to be entered into between the Partnership and FmHA substantially in the form of Exhibit R-2 to FmHA Instruction 444.5 and which shall be applicable to at least 19 apartment units.

"Residual Receipt Notes" means the non-interest bearing promissory notes of the Partnership issued pursuant to Section 6.10 hereof and not secured by any liens or other charges upon the property of the Partnership, which notes shall be payable only as expressly permitted in this Agreement.

"Retirement" (including the verb form "Retire" and the adjective form "Retiring") means as to a General Partner, the occurrence of death, adjudication of insanity or incompetence, Event of Bankruptcy, dissolution, liquidation, or voluntary or involuntary withdrawal or retirement from the Partnership for any reason, including whenever a General Partner may no longer continue as a General Partner by law or pursuant to any terms of this Agreement.

"Special Limited Partner" means Greater Boston Development, Inc., its successors and assigns.

"State" means the State of Maryland.

"Subordinated Loan" means a loan made by the General Partners to the Partnership pursuant to Section 6.11 and which is repayable with interest at 8% per annum and only as provided in Article X. The form and provisions of all Subordinated Loans shall conform to FmHA rules and regulations.

"Substitute Limited Partner" means any Person who is admitted to the Partnership as a Limited Partner under the provisions of Section 8.3, or acquires the interest of a Limited Partner pursuant to the provisions of Section 5.2 or 5.3.

"Uniform Act" means Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

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"Unit" means a portion of the Class A Limited Partner Class Contribution representing a Capital Contribution of $35,000.

"Working Capital Loan" means a loan made by the General Partners to the Partnership pursuant to Section 9.1 and which is repayable without interest only as provided in said Section 9.1.

ARTICLE II

Continuation of Partnership; Name; Purpose; Term and Dissolution

Section 2.1 Continuation

The parties hereto agree to continue the limited partnership known as Quaker Creek Associates, formed pursuant to the provisions of the Uniform Act.

Section 2.2 Name and Office

The Partnership shall be conducted under the name and style of Quaker Creek Associates. The principal office of the Partnership shall be Six Norwood Road, Annapolis, Maryland 21401. The General Partners may at any time change the location of such principal office and shall give due notice of any such change to the Limited Partners.

Section 2.3 Purpose

The purpose of the Partnership is to acquire, hold, invest in, construct, develop, improve, maintain, operate, lease and otherwise deal with the Project. The Partnership and the General Partners shall operate the Project in accordance with any applicable FmHA regulations and shall use their reasonable efforts to generate Cash Flow for distribution to the Partners at the maximum realizable level in view of applicable FmHA regulations. The Partnership shall not engage in any other business or activity.

Section 2.4 Term and Dissolution

The Partnership shall continue in full force and effect until December 31, 2040, except that the Partnership shall be dissolved and its assets liquidated prior to such date upon the happening of any of the following events:

A. The sale or other disposition of all or substantially all of the assets of the Partnership; or

B. Any event as a result of which no General Partner remains, if the Partnership is not reconstituted pursuant to Section 7.3 hereof; or

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C. The election to dissolve the Partnership made in writing by the General Partners with the Consent of the Limited Partners and the approval of FmHA.

Upon dissolution of the Partnership, the General Partners (or their trustees, receivers or successors) shall cause the cancellation of the Partnership's Certificate of Limited Partnership, liquidate the Partnership assets and apply and distribute the proceeds thereof in accordance with Section 10.3. Notwithstanding the foregoing, if, during liquidation, the General Partners shall determine that an immediate sale of part or all of the Partnership's assets would cause undue loss to the Partners, the General Partners may, in order to avoid such loss, either defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership except those necessary to satisfy the Partnership debts and obligations (except Residual Receipt Notes, Working Capital Loans, Subordinated Loans and the General Partners' Loan) or distribute the assets to the Partners in kind.

ARTICLE III

Mortgage, Refinancing and Disposition of Property

A. The Partnership shall borrow, subject to the terms of this Agreement, whatever amounts may be authorized by FmHA for the acquisition, development and construction of the Project and to meet the expenses of operating the Project until Permanent Mortgage Commencement and shall secure the same by the Mortgage. The Mortgage shall provide that no Partner, either General or Limited, shall have any personal liability for the payment of all or any part of the Mortgage, except as may be expressly permitted pursuant to Section 6.7 hereof.

The General Partners are specifically authorized to execute such documents as they deem necessary in connection with the acquisition, development and financing of the Project, including, without limiting the generality hereof, the Mortgage and the Project Documents.

B. The Partnership may decrease, increase or refinance the Mortgage and may make any required transfer or conveyance of Partnership assets for security or mortgage purposes, provided, however, any such decrease, increase or refinancing of the Mortgage to the Permanent Lender may be made only with the Consent of the Limited Partners unless such decrease, increase or refinancing is required by FmHA in which event the Consent of Limited Partners shall not be required.

C. The Partnership may sell, lease, exchange or otherwise transfer or convey all or substantially all the assets of the

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Partnership with the Consent of the Limited Partners. Notwithstanding the foregoing, no such Consent shall be required for the leasing of apartments to tenants in the normal course of operations or the leasing of all or substantially all the apartments to a public housing authority at rents satisfactory to FmHA as expressed in writing.

D. Notwithstanding the foregoing, the Partnership may sell, lease, exchange or otherwise transfer or convey all or substantially all the assets of the Partnership without the Consent of the Limited Partners; provided, however, that the Partnership obtains the consent of FmHA and such sale, lease or exchange is proposed following the twentieth year of the anniversary of Permanent Mortgage Commencement.

ARTICLE IV

Partners; Capital

Section 4.1 General Partners

The General Partners as of the date of this Agreement are Arthur W. Edwards and Frederic F. Case. At all times when there is only one General Partner of the Partnership, the term "General Partners" shall refer to such sole General Partner alone. The General Partners shall be bound by the Project Documents, and no additional General Partner shall be admitted to the Partnership who does not first agree to be bound by the Agreement (and assume the obligations of a General Partner hereunder) and by the Project Documents to the same extent and on the same terms as the other General Partners.

Section 4.2 Original Limited Partners, Special Limited Partner and Class B Limited Partner

A. Prior to the date of this Agreement, the original Limited Partners have been Arthur W. Edwards and Frederic F. Case. The said original Limited Partners shall be automatically withdrawn and their Capital Contribution consolidated with their General Partner interest as soon as the Class A Limited Partners are admitted under Section 4.3 hereof.

B. The Special Limited Partner is Greater Boston Development, Inc.

C. The Class B Limited Partner is CM&H Investment Company.

Section 4.3 Class A Limited Partners

The General Partners may admit to the Partnership Class A Limited Partners who agree to contribute up to a total of $350,000

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to the capital of the Partnership, and thereafter may admit additional Class A Limited Partners only with the Consent of the Limited Partners. Each Class A Limited Partner hereunder and any incoming (or Substitute) Class A Limited Partner shall, as a condition of receiving any interest in the Partnership, agree to be bound by the terms and provisions of the Project Documents and the Agreement to the same extent and on the same terms as the other Class A Limited Partners. A Class A Limited Partner may become a party hereto by signing a counterpart of the Agreement in such manner as the General Partners shall determine, and by so signing such Class A Limited Partner shall be deemed to have adopted and to have agreed to be bound by all the provisions of the Agreement, provided, however, that no such counterpart shall be binding until it has been signed by one of the General Partners.

Section 4.4 Capital

The Capital Contribution of each Partner shall be as set forth on Schedule A. The original capital account of each Partner shall be the amount theretofore contributed by him in respect of his Capital Contribution. No interest shall be paid on the Capital Contribution of any Partner. No Partner shall have the right to withdraw his Capital Contribution or to demand and receive property of the Partnership in return for his Capital Contribution except as may be specifically provided in this Agreement and except as may be required by any state securities law applicable to any Class A Limited Partner who desires to withdraw from the Partnership.

Section 4.5 Liability of Limited Partners

No Limited Partner shall be liable for any debts, liabilities, contracts or obligations of the Partnership. A Limited Partner shall only be liable to pay his Capital Contribution as and when the same is due hereunder except as otherwise provided in the Uniform Act.

Section 4.6 Special Rights of Limited Partners

A. Subject to the provisions set forth in this Section 4.6, the Limited Partners by a vote of the majority in interest of the Limited Partners shall have the right:

(i) to remove any or all of the General Partners if the General Partner shall have committed fraud or gross negligence in handling the business affairs of the Partnership, or shall have failed to cure a default in the Mortgage or Mortgage Note or a material breach of the Project Documents after reasonable notice, or shall have failed to cure a material breach of this Agreement or of their fiduciary obligations after reasonable notice;

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(ii) to amend this Agreement in any particular other than the extension of the term of the Partnership;

(iii) to dissolve the Partnership;

(iv) to continue the business of the Partnership with substitute General Partner(s); and

(v) to require the sale of all or substantially all of the assets of the Partnership;

provided, however, that no removal of a General Partner or amendment of this Agreement shall affect the vested rights (including, without limitation, the right to receive any fees, allocable share of Cash Flow or other distributions, or profits and losses, all as provided in Sections 10.2.B and 10.3 herein) or increase any of the obligations of any General Partner, without his prior written consent, and that no amendment shall increase the liability of any Limited Partner or in any way alter his allocable share of Cash Flow or other distributions or profits and losses hereunder without his prior written consent. The exercise of any rights provided for in subparagraphs (i) through (v) of this paragraph shall each be subject to (a) a prior determination by a court of competent jurisdiction in an action brought by or on behalf of the Limited Partners that neither the grant nor exercise of the rights afforded by the provisions sought to be exercised under the circumstances then in question will be deemed taking part in the control of the business of the Partnership so as to result in the loss of any Limited Partner's limited liability and (b) a ruling by the Internal Revenue Service that such rights will not result in the Partnership not being considered a partnership for Federal income tax purposes.

B. Any General Partner removed pursuant to this Section 4.6 shall, upon such removal, become a Class B Limited Partner with the same interest in the Partnership which he held prior to such removal but subject to the provisions of the last sentence of Section 7.4.A. The Limited Partners or any successor General Partner proposed by them shall have the option, but not the obligation, of acquiring the Partnership interest of any removed General Partner upon payment of the agreed or fair market value of such interest. Any dispute as to such value shall be submitted to a committee composed of three qualified real estate appraisers, one chosen by the removed General Partner, one chosen by the successor General Partner or the Limited Partners, as the case may be, and the third chosen by the two so chosen. The proceedings of such committee shall conform to the rules of the American Arbitration Association, as far as appropriate, and its decision shall be promptly rendered and shall be final and binding. The Partnership may offset against any payments to a General Partner so removed, any damages, determined in arbitration as set forth above, suffered by the Partnership as a result of

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any material breach of the obligations of such General Partner hereunder. A General Partner so removed will not be liable for any obligations of the Partnership after the effective date of his removal.

Section 4.7 Meetings

Meetings of the Partnership may be called by the General Partners or by Limited Partners holding more than 10% of the then outstanding Limited Partner interests, for any matters for which the Partners may vote as set forth in this Agreement. Upon receipt of a written request stating the purposes of the meeting, the General Partners shall within 10 days schedule a meeting for a convenient time not less than 15 nor more than 60 days after receipt of said request and give the Partners written notice of the meeting and the purpose thereof. All meetings shall be held in the State or as the General Partners may designate.

ARTICLE V

Capital Contributions of Class A Limited Partners

Section 5.1 Payments

Class A Limited Partner Capital Contributions shall be paid in cash in Installments as follows:

(1) $4,000 per Unit (the "First Installment") shall be payable at the time of admission of the Class A Limited Partner to the Partnership;

(2) $6,250 per Unit (the "Second Installment") shall be payable on February 1, 1981;

(3) $6,250 per Unit (the "Third Installment") shall be payable on the later of (i) May 1, 1981, or (ii) the Completion Date;

(4) $6,500 per Unit (the "Fourth Installment") shall be payable on the later of (i) February 1, 1982, or (ii) on the Initial 90% Occupancy Date;

(5) $6,000 per Unit (the "Fifth Installment") shall be payable on the later of (i) February 1, 1983 or (ii) thirty (30) days from the date that the Breakeven Point has been achieved;

(6) $6,000 per Unit (the "Final Installment") shall be payable on the later of (i) February 1, 1984 or (ii) one year from the due date of the Fifth Installment;

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provided, however, that the General Partners shall give the Class A Limited Partners not less than 21 days' written notice of the due date of each Installment subsequent to the First Installment.

The obligation of the Class A Limited Partners to pay each Installment of Capital Contribution is conditioned upon delivery by the General Partners of a written certificate (the "Certificate") stating that (i) all the conditions to such Installment have been satisfied, (ii) all representations and warranties of the General Partners contained in this Agreement (including without limitation Section 6.6 hereof) are true and correct (excluding those with no material effect) and (iii) as to the General Partners or any of their Affiliates, no default has occurred and is continuing under the Agreement or the Project Documents. The Certificate for the First Installment shall be delivered to the Special Partner on the date of admission of the Class A Limited Partners, and Certificates for each subsequent Installment shall be dated and delivered to the Class A Limited Partners not less than ten (10) days nor more than thirty (30) days prior to the due date for such Installment.

If, as of the date when any Installment subsequent to the First Installment would otherwise be due, any statement required to be made in the General Partners' Certificate cannot be truthfully made, the General Partners shall notify the Class A Limited Partners of the reason why such statement would be untrue if made and the Class A Limited Partners shall not be required to pay such Installment; provided, however, that if such statement shall subsequently become true and correct, and the General Partners shall not otherwise be in default hereunder, then the Class A Limited Partners shall pay such Installment to the Partnership thirty (30) days after delivery by the General Partners of their Certificate together with an explanation of the manner in which each previously untrue statement had become true.

Section 5.2 Defaults

In the event any Class A Limited Partner (the "Defaulting Limited Partner") fails to pay any Installment of his Capital Contribution when due, he shall be deemed to be in default hereunder.

Upon the occurrence of such default, the General Partners shall give notice of such default to all Partners ("Default Notice") specifying the nature of the default and the aggregate amount of Capital Contributions theretofore contributed by the Defaulting Limited Partner. The nondefaulting Limited Partners shall have the option to purchase, for a price hereinafter specified, the Defaulting Limited Partner's entire interest as a Class A Limited Partner including all profits, losses and distributions attributable to such interest which have not been previously distributed or allocated in a tax return filed by the Partnership. Such option may be exercised by a Limited Partner (the

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"Purchasing Limited Partner") by giving to the Partnership, within fifteen (15) days of the mailing of the Default Notice, notice of his desire to purchase all or part of the Defaulting Limited Partner's interest as a Class A Limited Partner (the "Purchase Notice") specifying the percentage which the Purchasing Limited Partner desires to purchase.

In the event the total of the percentages of the Defaulting Limited Partner's interest which the Purchasing Limited Partners desire to purchase is equal to or less than 100%, each Purchasing Limited Partner shall be allowed to purchase the percentage specified in his Purchase Notice. The General Partners may then purchase any part of such interest which is not so purchased by Purchasing Limited Partners.

In the event the total of the percentages of the Defaulting Limited Partner's interest which Purchasing Limited Partners desire to purchase is greater than 100%, and they are unable to agree as to the apportionment thereof, each shall be entitled to purchase in proportion to his Capital Contribution. Each Purchasing Limited Partner and/or any purchasing General Partner shall become a Substitute Class A Limited Partner to the extent of the interest which he purchases hereunder.

The purchase price to be paid to the Defaulting Limited Partner pursuant to this Section 5.2 shall be an amount equal to 90% of the paid-in Capital Contribution of the Defaulting Limited Partner less the sum of (i) the total amount of cash distributions, if any, theretofore made to the Defaulting Limited Partner under Article X of this Agreement, (ii) all reasonable expenses incurred by the Partnership and the purchaser of the interest in question in connection with such purchase, and (iii) an amount equal to 50% of the net losses attributable to or previously allocated to such Defaulting Limited Partner. Each purchaser shall (i) pay to the Partnership his pro rata share of the Installment as to which the default occurred and (ii) assume his pro rata share of all other obligations of the Defaulting Limited Partner, if any, to the Partnership.

The obligations of the Defaulting Limited Partner to the Partnership hereunder shall not be extinguished by the transfer of his interest, but only by, and to the extent of, the Capital Contributions made in his place by the purchaser of his interest. If the option to purchase the Defaulting Limited Partner's interest is not exercised within the time provided, unless and until such default shall be cured, any distributions pursuant to Article X hereof in respect of the interest of the Defaulting Limited Partner shall be applied first to interest on the defaulted amount at the maximum legal rate and then to the defaulted amount, and the profits and losses in respect thereof shall be allocated to the General Partners. Exercise of the options provided by this Section 5.2 shall be suspended during any period in which

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exercise hereof would cause a termination of the Partnership for tax purposes.

Whether or not this option is exercised, the Defaulting Limited Partner shall have no right to receive such profits, losses and distributions, but any successor to his interest shall receive the benefits of the same.

As an alternative to commencing the procedure above provided in this Section 5.2, or in the event that any or all of the interest of a Defaulting Limited Partner remains unpurchased after following such procedure, the General Partners may pursue any and all available legal remedies against the Defaulting Limited Partner in order to collect the amount owing from him to the Partnership.

Section 5.3 Repurchase Obligation

A. Failure to Complete. If (i) there shall be a construction stoppage on the Project which shall continue for a period of one year, or (ii) Permanent Mortgage Commencement shall not have occurred before April 30, 1982 (or prior to any later date fixed with the Consent of the Limited Partners and FmHA), or (iii) prior to Permanent Mortgage Commencement: (a) a mortgagee shall commence foreclosure proceedings under any Mortgage, or (b) any one of the Commitments has been terminated and such Commitment has not been reinstated or replaced within 60 days with terms equally favorable or more favorable to the Limited Partners or terms approved by Consent of the Limited Partners, or (c) the Construction Lender shall irrevocably refuse to make any further advances under the Mortgage and such decision is not reversed or the Construction Lender replaced within sixty (60) days, or (d) FmHA shall have terminated, withdrawn or reduced its commitment to provide interest credit assistance or rental assistance payments to the Partnership and such commitment(s) are not reinstated or replaced by similar commitments within one hundred twenty (120) days, then the General Partners shall offer to purchase the Partnership interests of all Limited Partners as follows. The General Partners shall, within fifteen (15) days of the occurrence of such event, send to each Limited Partner notice of such event and of their obligation to purchase the interest of any Limited Partner hereunder. Any Limited Partner desiring to sell his interest to the General Partners shall send notice thereof to the Partnership within thirty (30) days after the mailing date of the General Partners' notice. The General Partners shall within thirty (30) days thereafter purchase such Limited Partner's interest for a cash purchase price equal to such Limited Partner's paid-in Capital Contribution (without interest) less the aggregate amount of cash distributions, if any, paid to such Limited Partner pursuant to this Agreement. Upon the receipt of such payment, the General Partners shall become Substitute Limited Partners with respect to such Limited Partner's interest acquired hereunder, the interest of such

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Limited Partner shall terminate and such Limited Partner shall have no further obligation to the Partnership.

B. FmHA Disapproval. If FmHA shall disapprove any Limited Partner within 120 days of his admission to the Partnership, then the Limited Partner shall, effective as of such time (or such other time as may be specified by the FmHA in its disapproval), cease to be a Limited Partner and the General Partners shall purchase his interest in the Partnership for a cash price equal to the amount of his paid-in Capital Contribution less the aggregate amount of cash distributions theretofore received by such Limited Partner pursuant to this Agreement, less 50% of the net losses attributable to or previously allocated to such Limited Partner. Upon such purchase, the General Partners shall become Substitute Limited Partners with respect to such Limited Partner's interest acquired hereunder, and such Limited Partner shall have no further liability to the Partnership. Payment of such purchase price shall be made within ten (10) days of the effective date of the termination of the disapproved Limited Partner's interest.

Section 5.4 Limitation on Purchases by Corporate General Partner

Notwithstanding any other provisions of this Agreement, no corporate General Partner hereunder or Affiliate thereof shall acquire a Limited Partner interest if such acquisition would, in the opinion of tax counsel to the Partnership, jeopardize the status of the Partnership as a partnership under the Code. In those cases where a corporate General Partner is obligated to purchase a Limited Partner's interest hereunder, it shall arrange for such purchase to be made by another Person, but said General Partner shall remain liable for the purchase price of such interest. In those cases where an option is granted to a corporate General Partner hereunder, it may designate another Person to be optionee.

ARTICLE VI

Rights, Powers and Duties of General Partners

Section 6.1 Authorized Acts

Subject to all other provisions of this Agreement including (but not limited to) Article III, the General Partners for, in the name and on behalf of the Partnership are hereby authorized to do the following in furtherance of the purposes of the Partnership:

(1) To acquire by purchase, lease or otherwise any real or personal property.

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(2) To construct, operate, maintain, finance and improve, and to own, sell, convey, assign, mortgage or lease any real estate and any personal property.

(3) To borrow money and issue evidences of indebtedness and to secure the same by mortgage, pledge or other lien on the Project or any other assets of the Partnership.

(4) To prepay in whole or in part, refinance or modify the Mortgage or any other mortgages affecting the Project and in connection therewith to execute any modifications of the Mortgage or any such other mortgages on the Project.

(5) To employ a management company, including an Affiliated Person, to manage the Project and to pay reasonable compensation for such services.

(6) To execute a note and mortgage or deed of trust in order to secure a loan from a Lender, to execute all Project Documents required by such Lender in connection with the Mortgage and the acquisition, construction, development, improvement, maintenance and operation of the Project, or otherwise required by such Lender in connection with the Project.

(7) To execute contracts with the FmHA, the Department of Housing and Urban Development and/or the State or any subdivisions or agencies thereof to make apartments available for publicly-subsidized rent supplement programs.

(8) To execute leases of some or all of the apartment units of the Project to a public housing authority and/or to a non-profit corporation, cooperative or other non-profit Entity.

(9) To enter into any kind of activity and to perform and carry out contracts of any kind which may be lawfully carried on or performed by a partnership under the laws of the State.

(10) To file all certificates and documents required by the laws of the State.

Section 6.2 Restrictions on Authority

Notwithstanding the provisions of Section 6.1 or of any other section of this Agreement, the General Partners shall have no authority to perform any act in violation of applicable law and FmHA regulations, or any agreement between the Partnership and FmHA. Neither shall the General Partners have any authority to do any of the following acts without the Consent of the Limited Partners:

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(1) To borrow in excess of $10,000 in the aggregate at any one time outstanding on the general credit of the Partnership, except borrowings (i) evidenced by Residual Receipt Notes or (ii) constituting Subordinated Loans, Working Capital Loans or the General Partners' Loan payable to the General Partners as specifically permitted hereunder.

(2) To borrow from the Partnership or commingle Partnership funds with funds of any other Person.

(3) Following completion of the construction of the Project, to construct any new capital improvements on the Project at a cost in excess of $10,000 in a single Partnership fiscal year, exclusive of (a) replacements and remodeling in the ordinary course of business and (b) construction to replace losses which is paid for from insurance proceeds.

Without the prior written consent of all Limited Partners, the General Partners shall not have the authority:

(1) Following completion of construction of the Project, to construct any new capital improvements or to replace any existing capital improvements, which construction or replacement would substantially alter the character or use of the Project.

(2) To acquire any real property in addition to the Project.

(3) To do any act required to be approved or ratified by all Limited Partners under the Uniform Act.

Section 6.3 Personal Services

No General Partner shall receive any salary except as provided in Section 6.12. Any Partner may engage independently or with others in other business ventures of every nature and description including the ownership, operation, management, syndication and development of real estate; neither the Partnership nor any Partners shall have any rights in and to such independent ventures or the income or profits derived therefrom.

Section 6.4 Business Management and Control

The General Partners shall manage the day-to-day business of the Partnership. No Limited Partner (except one who may also be a General Partner and then only in his capacity as General Partner) shall participate in or have any control over the Partnership business or have any authority or right to act for or bind the Partnership, except as required by law. The General Partners may employ such brokers, agents or attorneys (including Affiliates) as the General Partners may deem necessary or advisable.

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Section 6.5 Duties and Obligations

A. The General Partners shall promptly take all action which may be necessary or appropriate for the development of the Project and the proper maintenance and operation of the Project in accordance with the provisions of this Agreement, the Project Documents and applicable laws and regulations. The General Partners shall devote to the Partnership such time as may be necessary for the proper performance of their duties.

B. The General Partners shall use their best efforts to maintain Cash Flow at a level which will permit payment to the Partners of distributions of the maximum amounts permissible under the FmHA Loan Agreement and regulations, and, if necessary, to obtain approvals and implementation of appropriate adjustments in the rent schedule of the Project.

C. The General Partners shall obtain and keep in force, during the term of the Partnership, fire and extended coverage, workmen's compensation and public liability insurance in favor of the Partnership in such companies and in such amounts as shall be satisfactory to FmHA.

D. Each obligation of the General Partners hereunder shall be the joint and several obligation of each General Partner. Except as otherwise provided in Section 7.1, the obligations set forth in this Agreement shall survive any Retirement of a General Partner from the Partnership.

Section 6.6 Representations and Warranties

The General Partners hereby represent and warrant to each of the Partners that, as of the date hereof, the following are true and will be true on the due date for each Installment of the Capital Contributions of the Class A Limited Partners:

(1) Construction on the Project is being completed (and as of the Completion Date will have been completed) in conformity with all agreements hereunder and the Project Documents.

(2) All payments and expenses required to be made or incurred in order to complete construction in conformity with the Project Documents and in order to satisfy all requirements under the Project Documents and/or which form the basis for determining the principal sum of the Mortgage, including, without implied limitation, interest during construction and any escrow payments will be paid or provided for utilizing only (a) the funds available from the Mortgage, (b) the Capital Contributions of the General Partners, (c) the net rental income, if any, earned by the

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Project prior to Permanent Mortgage Commencement, (d) funds furnished by the General Partners pursuant to Section 6.10 (e) the Working Capital Loan and (f) the General Partners' Loan.

(3) No event or proceeding is pending or threatened or has occurred which would (a) adversely affect the Partnership or its properties, or (b) adversely affect the ability of the General Partners or any of their Affiliates to perform their respective obligations hereunder or under any other agreement with respect to the Project or (c) prevent the completion of construction in conformity with the Project Documents, other than legal proceedings which have been bonded against in such manner as to stay the effect of the proceedings. This subparagraph shall be deemed to include without limitation the following: (x) legal actions or proceedings before any court, commission, administrative body or other governmental authority having jurisdiction over the zoning applicable to the Project; (y) labor disputes; and (z) acts of any governmental authority.

(4) No material default (or event which, with the giving of notice or the passage of time or both, would constitute a default) has occurred and is continuing under any of the Project Documents, and the same are in full force and effect.

(5) No Partner has any personal liability with respect to the Mortgage except as may be expressly permitted pursuant to Section 6.7 hereof.

(6) There is no violation by the Partnership or the General Partners of any zoning, environmental or similar regulation applicable to the Project; all necessary building and other applicable permits have been obtained to permit the construction of the Project; and the Partnership has complied with all applicable municipal and other laws, ordinances and regulations relating to such construction and use of the Project.

(7) The Partnership owns the fee simple interest in the Project, subject to no material liens, charges or encumbrances other than those which are both permitted by the Project Documents and are noted or excepted in the title policy for the Project.

(8) As of the due date of the First Installment, no part of the Project is occupied or ready for occupancy.

(9) The execution and delivery of all instruments and the performance of all acts heretofore or hereafter made or

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taken pertaining to the Partnership or the Project by each Affiliate which is a corporation have been or will be duly authorized by all necessary corporate or other action and the consummation of any such transactions with or on behalf of the Partnership will not constitute a breach or violation of, or a default under, the charter or by-laws of such Affiliate or any agreement by which such Affiliate or any of its properties is bound, nor constitute a violation of any law, administrative regulation or court decree.

(10) No Event of Bankruptcy has occurred with respect to any General Partner.

Section 6.7 Liability on the Mortgage

The General Partners and Patricia Edwards, jointly and severally, are hereby authorized to incur personal liability for the repayment of funds loaned to the Partnership which constitute the Construction Loan. However, from and after Permanent Mortgage Commencement neither the General Partners nor any of their Affiliates shall at any time become personally liable for the payment of any portion of the Mortgage, and shall not permit any other Partner to become personally liable for the payment of any portion of the Mortgage.

Section 6.8 Indemnification of the General Partners

Each General Partner shall be entitled to indemnity from the Partnership for any act performed within the scope of the authority conferred by this Agreement, providing such General Partner acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Partnership and its Partners, and such General Partner had no reasonable grounds to believe that his conduct was grossly negligent or unlawful. However, no indemnification shall be made in respect to any matter as to which such General Partner shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duty to the Partnership unless (and only to the extent that) the court in which such action was brought determines that despite the adjudication of liability, but in view of all circumstances, such General Partner is fairly and reasonably entitled to indemnity. Any indemnity under this Section shall be provided out of and to the extent of Partnership assets only, and no Limited Partner shall have any personal liability on account thereof.

Section 6.9 Indemnification of Limited Partners

The General Partners will indemnify promptly and hold harmless the Partnership and the Limited Partners from and against any and all losses, damages and liabilities arising out of activities of the Partnership or related to the Project which the

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Partnership and the Limited Partners may incur by reason of the (a) past, present or future actions or omissions of the General Partners or any of their Affiliates, or (b) any liabilities to which either the Partnership or the Project is subject; provided, however, that the foregoing indemnification shall not apply to (i) the Mortgage or (ii) necessary contractual obligations normally incurred pursuant to the Project Documents or in connection with the operation of the Project.

Notwithstanding the foregoing, no General Partner shall be liable to any Limited Partner for any act performed by him within the scope of the authority conferred on him by this Agreement except for (i) acts of malfeasance or negligence not cured within a reasonable time and which caused a material harm, (ii) material and uncured breach of fiduciary duty or (iii) damages arising from any intentional misrepresentations or material breach of warranty.

Section 6.10 Obligation to Complete Construction and Fund Operating Deficits

The General Partners shall use their best efforts to cause the Project to be constructed in accordance with the Project Documents. In the event the proceeds of the Mortgage, the Capital Contributions of the General Partners and the available net rental income of the Project generated prior to Permanent Mortgage Commencement (to the extent that it is permitted to be used for such purposes by FmHA) are insufficient to complete construction of the Project in accordance with the Project Documents and to (i) meet all development and other fees and expenses, including escrow payments, required to complete construction of the Project (other than the deposit referred to in Section 9.1) and (ii) pay all costs and expenses incident to the ownership and operation of the Project accrued through Permanent Mortgage Commencement, the General Partners shall lend to the Partnership all funds necessary to pay the foregoing. Any such advances shall bear no interest and may be repaid from future proceeds of the Mortgage to the extent permitted by the Project Documents. To the extent that such loans are not so repaid, the Partnership shall issue Residual Receipt Notes therefor which shall be repayable only as provided in Article X.

Nothing in this Agreement shall modify the obligation of Case/Edwards Construction Co., Inc. to complete the Project for the price provided for in the Construction Contract with the Partnership.

Section 6.11 Operating Deficits

The General Partrers may (but shall not be obligated to) advance funds to the Partnership to meet deficits in operating

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income accrued after Permanent Mortgage Commencement. Any such advance shall be a Subordinated Loan repayable with interest at the rate of 8% per annum in accordance with the provisions of Article X.

Section 6.12 Certain Payments to the General Partners

A. The Partnership shall pay a salary to the General Partners for their services from November 1, 1980, through December 31, 1982, in connection with the administration of Partnership affairs, coordination of communications between Partners and initial rent-up and management of the Project as follows:

Fiscal Year	
1980	$20,000
1981	40,000
1982	15,000
TOTAL	$75,000

B. In consideration of the undertaking by the General Partners of the repurchase obligation contained in Section 5.3 hereof the Partnership shall pay to the General Partners a fee of $4,000 in 1980 and $10,000 in 1981.

C. The Partnership shall reimburse the General Partners for the costs incurred, and to be incurred, by them in organizing the Partnership in the amount of $9,600 in 1982.

D. In consideration of the undertaking by the General Partners of personal liability to the Construction Lender for repayment of the construction financing, the Partnership shall pay the General Partners a fee of $5,000 in 1980 and $20,280 in 1981.

E. As a development fee and for their services in supervising to completion the construction of the Project, the Partnership shall pay the General Partners a total fee of $196,720 as follows:

Fiscal Year	
1980	$ -0-
1981	38,320
1982	38,400
1983	60,000
1984	60,000
TOTAL	$196,720

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F. The General Partners shall pay to the Special Limited Partner, at such time and in such manner as may be determined between them, a fee of $75,000 for its assistance in developing the Project and to reimburse the Special Limited Partner for certain syndication expenses incurred on behalf of the Partnership (including fees paid to tax counsel in connection with their review of the syndication offering documents).

G. The Partnership shall be authorized to pay a fee of $6,000 in 1980 for a tax opinion and other services to be rendered to the Partnership by tax counsel.

H. All payments by the Partnership provided under paragraphs A, B, C, D, E and G of this Section 6.12 shall be payable without regard to the income of the Partnership.

Section 6.13 Delegation of General Partner Authority

If there shall be more than one General Partner serving hereunder, each General Partner may from time to time, by an instrument in writing delegate all or any of his powers or duties hereunder to another General Partner or Partners.

Every contract, deed, mortgage, lease and other instrument executed by any General Partner shall be conclusive evidence in favor of every Person relying thereon or claiming thereunder that at the time of the delivery thereof (a) this Partnership was in existence, (b) this Agreement had not been amended in any manner so as to restrict the delegation of authority among General Partners (except as shown in certificates or other instruments duly filed in the office of the Secretary of State of the State) and (c) the execution and delivery of such instrument was duly authorized by the General Partners. Any Person dealing with the Partnership or the General Partners may always rely on a certificate signed by any General Partner hereunder:

(1) As to who are the General Partners or Limited Partners hereunder;

(2) As to the existence or nonexistence of any fact which constitutes a condition precedent to acts by the General Partners or in any other manner germane to the affairs of this Partnership;

(3) As to who is authorized to execute and deliver any instrument or document of the Partnership;

(4) As to the authenticity of any copy of this Agreement and amendments thereto; or

(5) As to any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

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ARTICLE VII

Retirement of a General Partner; New General Partners

Section 7.1 Retirement

No General Partner shall Retire from the Partnership (other than by reason of death or permanent disability or adjudication of incompetence or insanity) or sell, assign or encumber his Partnership Interest without the Consent of the Limited Partners. In the event of any Retirement by a General Partner in violation of this Section 7.1, such General Partner, in addition to being subject to any and all other remedies pursued by the Partners, shall forfeit to the remaining General Partners or, if there are none, to the Limited Partners his entire interest in the Partnership and all unpaid fees from the Partnership and shall remain liable for all his obligations under this Agreement. Such transfer shall occur automatically upon such Retirement without further action by such Retiring General Partner.

Section 7.2 Obligation to Continue

Upon the Retirement of a General Partner, the remaining General Partner(s) shall have the right and obligation to continue the business of the Partnership employing its assets and name, all as contemplated by the Uniform Act. Within thirty (30) days after they obtain knowledge of the Retirement of a General Partner, the remaining General Partner(s) shall notify the Limited Partners of such Retirement.

Section 7.3 Retirement of All General Partners

If, following the Retirement of a General Partner, there is no remaining General Partner, the Limited Partners may elect to reconstitute the Partnership and continue the business of the Partnership for the balance of the term specified in Section 2.4 by selecting a successor General Partner. If the Limited Partners elect to reconstitute the Partnership pursuant to this Section 7.3, and admit the designated successor General Partner, the relationship among the then Partners shall be governed by this Agreement.

Section 7.4 Interest of General Partner after Permitted Retirement

A. In the event of the Retirement of a General Partner not in violation of Section 7.1, the Retiring General Partner hereby covenants and agrees to transfer to the remaining General Partner(s) or to a successor General Partner selected in accordance with Section 7.3, as the case may be, such portion of the Retiring General Partner's interest as such remaining or successor

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General Partner(s) may designate, such transfer to be made in consideration of the payment by the transferee of the fair market value of such interest as determined by the transferee and the transferor or if they cannot agree by a committee of three qualified real estate appraisers, one selected by the Retiring General Partner, one selected by the transferee and a third selected by the other two. The portion of the Retiring General Partner's interest designated to be transferred in accordance with the provisions of this Section 7.4 shall be sufficient to ensure the continued treatment of the Partnership as a partnership under the Code, and, for the purposes of Article X hereof, shall be deemed to be effective as of the date of Retirement, but the Partnership shall not make any distributions to the designated transferee until the transfer has been made. Any holder of any portion of the interest of a Retiring General Partner which is not designated to be transferred to the remaining or successor General Partner(s) pursuant to the provisions of this Section 7.4 shall become a Class B Limited Partner but (i) with the same share of the profits and losses, Cash Flow and other distributions pursuant to Sections 10.2.B and 10.3 to which such interest was entitled when held as a General Partner interest and shall not be considered to be a Class B Limited Partner for the purpose of sharing the benefits allocated to the Class B Limited Partner(s) under Article X or exercising any rights expressly granted only to the Class B Limited Partner(s) hereunder, and (ii) shall not participate in the votes or Consents of the Limited Partners hereunder.

B. Upon the Retirement of a General Partner referred to in Section 7.4.A, the provisions of Section 7.4.A shall apply only (i) where there remains a General Partner who is a natural person, if such natural person shall have net worth deemed to be substantial for the purpose of determining whether the Partnership will be treated as such for Federal income tax purposes, or (ii) where there remains a General Partner which is a corporation, if such corporate General Partner shall have a net worth and meet such other requirements as are imposed by Revenue Procedure 72-13 (or other provision of law applicable thereto) as prerequisites to the granting of an advance ruling that the Partnership with such sole corporate General Partner would be taxable as a partnership, and not as an association taxable as a corporation, for Federal income tax purposes, or if the Class A Limited Partners receive an opinion of counsel, which counsel and opinion shall be satisfactory to 51% in interest of the Class A Limited Partners, that the Partnership with such sole corporate General Partner would be taxable as a partnership, and not as an association taxable as a corporation, for Federal income tax purposes. However, in the situation where the sole General Partner remaining is a corporation, the remaining Partners shall have the right at any time thereafter to select another General Partner who, upon his agreement to become a General Partner along

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with said corporation, shall receive from the remaining General Partner a .5% interest in profits, losses and Cash Flow and a 2% interest in the proceeds of a capital transaction or upon dissolution pursuant to Sections 10.2.B and 10.3 herein. In the event that a sole corporate General Partner fails to meet the requirements imposed by Revenue Procedure 72-13 or other provision of law applicable thereto, and the other Partners have not selected another individual General Partner to serve with the corporate General Partner, then the corporate General Partner shall have the right to choose an individual to serve as an additional General Partner, which individual must receive the Consent of the Limited Partners and the approval of the Special Limited Partner and FmHA to be admitted to the Partnership as an additional General Partner. If no remaining General Partner meets the applicable requirements set forth above at any time after such Retirement, then the provisions of Section 7.3 shall apply as if no General Partner remained.

Section 7.5 Designation of New General Partners

The General Partners may, with the written consent of all Partners and the prior written consent of FmHA, if required, at any time designate new General Partners with such interests as a General Partner in the Partnership as the General Partners may agree upon.

Notwithstanding the foregoing, by the execution of this Agreement all Partners hereby consent to the admission as a General Partner of a corporation to be formed and wholly owned by Arthur W. Edwards and Frederic F. Case (which corporation shall probably be called Quaker Creek, Inc.) to which they shall transfer, subject to the prior written consent of FmHA, a portion of their interest as General Partners.

Any incoming General Partner shall as a condition of receiving any interest in the Partnership agree to be bound by the Mortgage, all other Project Documents and any other documents required in connection therewith and by the provisions of this Agreement, to the same extent and on the same terms as any other General Partners.

ARTICLE VIII

Transferability of Limited Partner Interests

Section 8.1 Consent of General Partners Required for Assignment

Except by operation of law (including the laws of descent and distribution), a Limited Partner may not assign all or any part of his interest in the Partnership without the written

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consent of the General Partners, the giving or withholding of which is exclusively within their discretion.

A Limited Partner may, by written instrument, designate any one or more of his Immediate Family to become the assignee or assignees of his interest immediately upon his death. Any such designation must be filed with the General Partners during such Limited Partner's lifetime. Such designation may be revoked at any time or a new designation made and filed with the General Partners. If a designation is accepted by the General Partners, which acceptance is exclusively within their discretion, such acceptance shall constitute their permission for such transfer to take place upon the death of the designating Limited Partner. In the absence of such acceptance, such designation shall be void. If a designee is accepted by the General Partners and is living at the time of the assignor's death and such designation is valid under applicable law, the designee shall become an assignee of such Limited Partner (with the same rights as would any inter vivos assignee) immediately upon the assignor's death, without any action on the part of the legal representatives of the assignor Limited Partner; and the estate of such deceased Limited Partner shall have no interest whatsoever in the Partnership. Notwithstanding any other provisions of this Section 8.1, the Partnership need not recognize such designated assignee or assignees until (i) duly notified in writing of the death of the assignor Limited Partner and (ii) furnished with an opinion of counsel acceptable to the General Partners to the effect that such designation is valid under the applicable laws of descent and distribution.

Section 8.2 Restrictions

A. No sale or exchange of any Limited Partner interest may be made if such sale or exchange would violate Section 13.1.

B. In no event shall all or any part of a Limited Partner interest be assigned or transferred to a minor (other than to a member of a Limited Partner's Immediate Family by reason of death) or to an incompetent.

C. The General Partners may, in addition to any other requirement they may impose, require as a condition of sale, transfer, exchange or other disposition of any interest in the Partnership, that the transferor (i) assume all costs incurred by the Partnership in connection therewith and (ii) furnish them with an opinion of counsel satisfactory to counsel to the Partnership that such sale, transfer, exchange or other disposition complies with applicable Federal and state securities laws.

D. Any sale, exchange, transfer or other disposition in contravention of any of the provisions of this Section 8.2 shall

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be void and ineffectual and shall not bind or be recognized by the Partnership.

Section 8.3 Substitute Limited Partner

No Limited Partner shall have the right to substitute an assignee as a Limited Partner in his place. The General Partners may, however, in their sole discretion, permit an assignee to become a Substitute Limited Partner without the consent or approval of any Limited Partners. The consent of the General Partners to an assignment of a Limited Partner interest under Section 8.1 shall not, in and of itself, constitute permission under this Section 8.3.

Each Substitute Limited Partner shall execute such instrument or instruments as shall be required by the General Partners to signify his agreement to be bound by all the provisions of this Agreement and shall pay the Partnership's reasonable legal fees and filing costs in connection with his substitution as a Limited Partner.

Section 8.4 Assignees

Upon the decease or incapacity of any Limited Partner who has not filed a valid designation under Section 8.1, his legal representative shall have the same status as an assignee of the Limited Partner. The death of a Limited Partner shall not dissolve the Partnership.

An assignee of a Limited Partner who does not become a Substitute Limited Partner as provided in Section 8.3 shall have the right to receive the share of profits, losses and distributions of the Partnership to which the assigning Limited Partner would have been entitled if no such assignment had been made by such Limited Partner.

Any Limited Partner who shall assign all his interest in the Partnership shall cease to be a Limited Partner of the Partnership and shall no longer have any rights or privileges of a Limited Partner.

In the event of any assignment of a Limited Partner interest, there shall be filed with the Partnership an executed and acknowledged assignment and the written acceptance by the assignee of all the terms and provisions of this Agreement; if such assignment and acceptance are not so filed, the Partnership need not recognize such assignment for any purpose.

Every assignee of a Limited Partner interest who desires to make a further assignment of his interest shall be subject to all the provisions of this Article VIII to the same extent and in the same manner as a Limited Partner.

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ARTICLE IX

Working Capital Loan; Borrowings

Section 9.1 Working Capital Loan

FmHA has required the Partnership to deposit the sum of $29,880 in the General Fund Account pursuant to paragraph six of the FmHA Loan Agreement and the General Partners have loaned such funds to Partnership for such purpose. The amount which has been loaned by the General Partners shall constitute the "Working Capital Loan." The Working Capital Loan shall not bear interest and shall be repaid (i) to the extent permitted by FmHA, out of Partnership funds available prior to or at Permanent Mortgage Commencement and not required for other Partnership purposes, (ii) out of any funds which FmHA allows as a return to the Partnership of such deposit to the General Fund Account, or (iii) as set forth in Article X.

Section 9.2 General Partners' Loan

In order to comply with Paragraph 4 of the FmHA Loan Agreement, the General Partners have advanced to the Partnership $74,700. The aforementioned advance being referred to herein as the "General Partners' Loan." The General Partners' Loan shall be repaid without interest and only as provided in Section 10.2.B.

Section 9.3 Borrowings

All Partnership borrowings shall be subject to the terms of this Agreement including, but not limited to, the restrictions of Section 6.2. To the extent borrowings are permitted, they may be made from any source including Partners and Affiliates. If any Partner shall lend any monies to the Partnership, the amount of any such loan shall not be an increase of his Capital Contribution or increase his share of the profits, losses or distributions of the Partnership.

ARTICLE X

Profits and Losses; Distributions; Capital Accounts

Section 10.1 Profits, Losses and Tax Credits

A. All profits, losses and tax credits incurred or accrued on or after the Admission Date, other than those arising from a Capital Transaction, shall be allocated 94% to the Class A Limited Partners, .1% to the Special Limited Partner, .9% to the Class B Limited Partner and 5% to the General Partners.

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B. All profits and losses arising after the Admission Date from a Capital Transaction shall be shared by the Partners as follows:

As to profits:

First, to each Partner, an amount of profits equal to the amount of his Negative Basis; provided, however, that, if less than the entire amount of the distributable cash and/or property arising from the transaction in question shall have been distributed to the Partners as of the date of the allocation, then, in determining the Negative Basis of each Partner, there shall be charged to his capital account an amount equal to his proportionate share of the anticipated distribution.

Second, the balance, if any, of such profits, 50% to the Class A Limited Partners, 2.5% to the Special Limited Partner, 2.5% to the Class B Limited Partner and 45% to the General Partners.

As to losses:

First, to each Partner, an amount of losses equal to the amount of his Positive Basis; provided, however, that if less than the entire amount of the distributable cash and/or property arising from the transaction in question shall have been distributed to the Partners as of the date of the allocation, then, in determining the Positive Basis of each Partner, there shall be charged to his capital account an amount equal to his proportionate share of the anticipated distribution.

Second, the balance, if any, of such losses, 50% to the Class A Limited Partners, 2.5% to the Special Limited Partner, 2.5% to the Class B Limited Partner and 45% to the General Partners.

C. All profits and losses shared by the Class A Limited Partners shall be shared by each Class A Limited Partner in the ratio of his paid-in Capital Contribution to the paid-in Class A Limited Partner Class Contribution. All profits and losses shared by the General Partners shall be shared by each General Partner in the ratio which his Capital Contribution bears to the General Partner Class Contribution.

D. All profits and losses shared by the Partners shall be credited or charged, as the case may be, to their capital accounts.

E. The terms "profits" and "losses" as used in this Agreement shall mean taxable income and losses as determined in accordance with the accounting methods followed by the Partnership

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for Federal income tax purposes exclusive of any adjustments made pursuant to Section 12.6.

Section 10.2 Cash Distributions Prior to Dissolution

A. Cash Flow

Cash Flow for each fiscal year or portion thereof after Permanent Mortgage Commencement shall be used first to repay Subordinated Loans, second to pay the Investor Service Fee and third to pay the $1,000 annual Management Fee, to the Management Agent; and the balance thereof, if any, shall be distributed annually, within seventy-five (75) days after the end of the fiscal year in question, as follows: 94% to the Class A Limited Partners .1% to the Special Limited Partner, .9% to the Class B Limited Partner and 5% to the General Partners; provided, however, that during such time as FmHA regulations are applicable to the Project, the total amount of Cash Flow which may be so distributed to the Partners in respect to any fiscal year shall not exceed such amounts as FmHA regulations permit to be distributed. To the extent that there is available for distribution in respect of any fiscal year Cash Flow in excess of the maximum cumulative amount permitted to be distributed under FmHA regulations, such excess may, with the written permission of FmHA, be used to pay Residual Receipt Notes.

B. Distributions of other than Cash Flow

Prior to dissolution, if the General Partners shall determine from time to time that cash is available for distribution from a Capital Transaction, such cash shall be applied or distributed as follows:

(1) First, to discharge the debts and obligations of the Partnership other than those referred to below in this Section 10.2.B;

(2) Second, to fund reserves for contingent liabilities to the extent deemed reasonable by the General Partners and the Accountants;

(3) Third, to the repayment of the General Partners' Loan and outstanding portions of the Working Capital Loan and Subordinated Loans;

(4) Fourth, to repay all Partners, Limited and General, their paid-in Capital Contribution minus any prior distributions made to them under this Section 10.2.B. but never less than zero. Such repayment shall be allocated to each Partner in accordance with each Partner's pro-rata share of the total Capital Contributions of all Limited and General Partners;

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(5) Fifth, to the repayment of all Residual Receipt Notes;

(6) Sixth, the balance 50% to the Class A Limited Partners, 2.5% to the Special Limited Partners, 2.5% to the Class B Limited Partner and 45% to the General Partners.

C. All distributions to the Class A Limited Partners shall be shared by each Class A Limited Partner in the ratio of his paid-in Capital Contribution to the paid-in Class A Limited Partner Class Contribution. All profits and losses shared by the General Partners shall be shared by each General Partner in the ratio which his capital contribution bears to the General Partner Class Contribution.

Section 10.3 Distributions Upon Dissolution

Upon dissolution, the assets of the Partnership (or the proceeds of sales or other dispositions in liquidation of the Partnership assets), shall be applied in the priority set forth in Section 10.2.B. All distributions to the Class A Limited Partners under this Section 10.3 shall be shared by the Class A Limited Partners according to the provisions of Section 10.2.C hereof. If any assets of the Partnership are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof and any Partner entitled to any interest in such assets shall receive such interest therein as a tenant-in-common with all other Partners so entitled. The fair market value of such assets shall be determined by an appraiser selected by the then president of the Real Estate Board encompassing the area where the Project is located.

Section 10.4 Adjustment of Shares of Profits, Losses and Distributions

If and during such time as the Partnership shall have Class A Limited Partners with aggregate agreed-to Capital Contributions of less than the dollar amount set forth in Section 4.3 hereof, the General Partners shall, for the purposes of this Article X, be deemed to be Class A Limited Partners with a paid-in Capital Contribution equal to the excess of said dollar amount over the agreed-to Capital Contributions of the Class A Limited Partners, and shall receive additional profits, losses, credits and distributions on account thereof.

Section 10.5 Repayment of Subordinated Loans, Residual Receipt Notes and the General Partners' Loan

A. Subordinated Loans shall be repaid only as provided in Sections 10.2 and 10.3.

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B. Residual Receipt Notes shall be repaid only as provided in Sections 10.2 and 10.3.

C. The General Partners' Loan shall be repaid only as provided in Sections 10.2 or 10.3.

ARTICLE XI

Management Agent

The General Partners shall have overall responsibility for managing the Project. The Partnership may engage Case/Edwards Management Co., Inc. (which is an Affiliate of the General Partners) to act as the Management Agent for the Project. In consideration of its management services, the Management Agent shall receive (i) lease-up fees of $14,400 payable in 1981 and (ii) the Contract Management Fee of those amounts payable from time to time by the Partnership to the Management Agent on an annual basis for management services in accordance with a management contract approved by FmHA, or when the Project is not subject to FmHA regulation, in accordance with a reasonable and competitive fee arrangement. In addition to any and all management fees allowed by FmHA, the General Partners may agree on behalf of the Partnership to pay a Management Fee of $1,000 per year from Cash Flow, commencing in 1983, as additional compensation to the Management Agent.

If (i) at any time after the Completion Date the Project shall be subject to a substantial building code violation which shall not have been cured within six months after notice from the applicable governmental agency or department, or (ii) the Partnership shall not have distributed to the Partners Cash Flow of at least $1,000 during each of any three consecutive years after the year following the year in which Permanent Mortgage Commencement occurs, then the Limited Partners, subject to FmHA approval if required, may forthwith terminate the management agreement with the Management Agent and appoint a new Management Agent. Provided, however, in any year in which the General Partners fund through a Subordinated Loan the then existing operating deficits as of the end of the year such year shall be deemed to be a year in which at least $1,000 of Partners' Cash Flow has been distributed.

The General Partners shall have the duty to manage the Project during any period when there is no Management Agent. The Partnership shall not enter into any management arrangement unless such arrangement is terminable upon the occurrence of the events described in this Article XI.

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ARTICLE XII

Books and Records, Accounting, Tax Elections, Etc.

Section 12.1 Books and Records

The books and records of the Partnership shall be maintained at the principal office of the Partnership or elsewhere in Maryland or the District of Columbia and shall be available for examination there by any Partner, or his duly authorized representatives, at any and all reasonable times. The Partnership may maintain such books and records and may provide such financial or other statements, including those required from time to time by FmHA or any other governmental agency, as the General Partners in their exclusive discretion deem advisable.

Section 12.2 Bank Accounts

The bank accounts of the Partnership shall be maintained with such financial institutions as the General Partners shall determine. Withdrawals shall be made only in the regular course of Partnership business on such signature or signatures as the General Partners may determine. All deposits (including security deposits and other funds required to be escrowed by FmHA) and other funds not needed in the operation of the business shall be deposited, to the extent permitted by applicable FmHA and Mortgage requirements, in interest bearing accounts or invested in United States Government or municipal obligations maturing within one year.

Section 12.3 Accountants and Auditors

The Accountants shall prepare, for execution by the General Partners, all tax returns of the Partnership. The Auditors shall audit the books and records of the Partnership in accordance with generally accepted accounting principles at least annually and shall certify to the Accountants and to the Partners all Partnership financial reports which are prepared or reviewed by the Auditors.

Section 12.4 Certain Expenses

The Partnership shall treat as an expense for Federal income tax purposes all amounts incurred by it for real estate taxes, interest and other charges during or relating to the construction of improvements which may, under the Federal income tax law, be considered as expenses.

Section 12.5 Depreciation and Elections

With respect to all depreciable assets the Partnership shall elect to use, so far as permitted by the provisions of the Code,

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accelerated depreciation methods. However, on the advice of the Accountants the Partnership may change to another method of depreciation if such other method is, in the opinion of the Accountants, most advantageous to the Limited Partners.

Subject to the provisions of Section 12.6, all other elections required or permitted to be made by the Partnership under the Code shall be made by the General Partners in such manner as will, in the opinion of the Accountants, be most advantageous to the Limited Partners.

Section 12.6 Special Basis Adjustments

In the event of a transfer of all or any part of the interest of any Partner for a consideration in excess of the adjusted basis for such interest for Federal income tax purposes, the Partnership shall elect, pursuant to Section 754 of the Code (or corresponding provisions of succeeding law) to adjust the basis of the Partnership property; provided, however, that in the event of the death of a Partner, such adjustment shall be made only if the General Partners determine such election to be advantageous to the successor in interest to the deceased Partner. Notwithstanding anything contained in Article X hereof, any adjustments made pursuant to said Section 754 shall affect only the successor in interest to the transferring Partner. Each Partner will furnish the Partnership all information necessary to give effect to such election.

Section 12.7 Fiscal Year

The fiscal and tax year of the Partnership shall be the calendar year. The books of the Partnership shall be kept on an accrual basis.

Section 12.8 Information to Partners

A. Within seventy-five (75) days after the end of each fiscal year, the General Partners shall deliver to all persons who were Partners at any time during the fiscal year all necessary tax information and within one hundred twenty (120) days after the end of each fiscal year: (i) a financial report of the Partnership for the prior fiscal year including a balance sheet, a profit and loss statement, a statement of Partners' equity, and a statement of changes in financial position, all prepared in accordance with generally accepted accounting principles and certified by the Auditors; (ii) a certification by the General Partners that (a) all Mortgage payments and taxes and insurance payments with respect to the Project are current as of the date of the year-end report and (b) there is no default under the Project Documents, the management agreement with the Management

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Agent or this Agreement, or if there be any default, a description thereof, and; (iii) a descriptive statement of all transactions in excess of $500 during the fiscal year between the Partnership and any Affiliate, including the nature of the transaction and the payments involved (including accrued cash or other payments) and (iv) a Cash Flow statement. Upon the written request of any Limited Partner for further information with respect to any matter covered in items (i), (ii), (iii) or (iv) above, the General Partners shall furnish such information within thirty (30) days of receipt of such request.

B. After the Completion Date the General Partners shall send to all Partners, on or before July 31 in each year, a report which shall state (i) the then occupancy level of the Project, (ii) if there are any operating deficits or anticipated operating deficits, the manner in which such deficits will be funded and (iii) such other matters as shall be material to the operation of the Partnership, including without limitation, any building, health or fire code violation or similar violation of a governmental law, ordinance or regulation against the Project of which the General Partners are aware.

C. Prior to November 1 of each year, the General Partners shall send to all Partners an estimate of each Partner's share of the profits or losses of the Partnership for Federal income tax purposes for the current fiscal year.

D. Within 15 days after the end of any calendar quarter during which

(i) there is material default by the Partnership under the Project Documents or in payment of any mortgage, taxes, interest or other obligation on secured or unsecured debt,

(ii) any reserve has been reduced or terminated by application of funds therein for purposes materially different from those for which such reserve was established,

(iii) the General Partners have received any notice of a material fact which may substantially affect further distributions, or

(iv) any Partner has pledged or collateralized his interest in the Partnership,

the General Partners shall send all Partners a detailed report of such event.

E. The General Partners shall within 60 days after the end of the first six month period following the Admission Date send to each of the Limited Partners a balance sheet, income statement

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and cash flow statement covering such six-month period, each of which may be unaudited.

Section 12.9 Investor Service Fee

The Partnership shall pay to Greater Boston Group Management, Inc., an affiliate of the Special and Class B Limited Partners, as an Investor Service Fee for providing reporting services to the Class A Limited Partners, the following amounts: $5,000 in 1980, $2,000 in 1981, $2,000 in 1982 and thereafter the sum of $1,500 annually, provided that such fee for any year after 1982 shall be paid only to the extent the Partnership has Cash Flow (before deduction of such fee but after payment of any unpaid Subordinated Loans) for each such year. If in respect of any year after 1982 the Cash Flow of the Partnership (before deduction of such fee but after payment of any unpaid Subordinated Loans) is insufficient to pay such fee in the full amount of $1,500, the Class A Limited Partners shall pay the deficiency, severally in accordance with their respective Class A Limited Partner interests, to Greater Boston Group Management, Inc. upon demand. Failure of a Class A Limited Partner to pay his share of such deficiency shall not constitute a default under Section 5.2 of this Agreement.

ARTICLE XIII

General Provisions

Section 13.1 Restrictions by Reason of Section 708 of the Code

Notwithstanding any other provisions of this Agreement, no sale or exchange of any Partner interest in the Partnership may be made if the interest sought to be sold or exchanged, when added to the total of all other interests in the Partnership sold or exchanged within the period of twelve consecutive months prior to the proposed date of sale or exchange, could, in the opinion of tax counsel to the Partnership, result in the termination of the Partnership under Section 708 of the Code, but this Section 13.1 shall have no application to the repurchase of a Limited Partner's interest under Section 5.3. Any sale, exchange or other transfer in contravention of any of the provisions of this Section 13.1. shall be void *ab initio* and ineffectual, and shall not bind or be recognized by the Partnership.

Section 13.2 Appointment of General Partners as Attorneys-in-Fact

Each Partner (including a Substitute or additional Partner) hereby irrevocably appoints, and empowers to act alone, each General Partner (and the President, Vice President, Treasurer and

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Secretary of any General Partner which is a corporation) his attorney-in-fact to amend Schedule A and to execute, acknowledge and swear to all instruments and file all documents requisite to carrying out the intention and purpose of this Agreement, including without limitation business certificates, Certificates of Limited Partnership and amendments thereto and documents required by FmHA.

The foregoing powers of attorney are coupled with an interest in that each Partner will be relying upon the power of each General Partner (and the officers of each corporate General Partner) to act as contemplated by this Agreement in making such filings and taking other actions on behalf of the Partners. The foregoing powers of attorney shall survive the assignment by any Partner of the whole or any part of his interest hereunder.

Section 13.3 Amendments to Schedule A and Certificate of Limited Partnership

Within 120 days after the end of any fiscal year in which the Limited Partners shall have received any distributions under Article X hereof, the General Partners shall file as they deem appropriate an amendment to the Certificate of Limited Partnership reducing by the amount of his allocable share of such distribution the amount of Capital Contribution of each Limited Partner as stated in the last previous amendment to the Certificate of Limited Partnership. However, Schedule A shall not be amended on account of any such distribution.

Upon any change in the composition of the Partnership, Schedule A and the Certificate of Limited Partnership shall be amended by the Partners to reflect the then current composition of the Partnership.

Section 13.4 Notices

Any notice called for under this Agreement shall be in writing and shall be deemed adequately given if sent by registered or certified mail, postage prepaid, to the party for whom such notice is intended at his last address of record on the Partnership books.

Section 13.5 Word Meanings

The words such as "herein," "hereinafter," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

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Section 13.6 Binding Effect

The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hefeto.

Section 13.7 Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State.

Section 13.8 Counterparts

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart, except that no counterpart shall be binding unless signed by a General Partner.

Section 13.9 Financing Regulations

So long as the Project Documents are in effect, (a) each of the provisions of this Agreement shall be subject to, and the General Partners covenant to act in accordance with, the Project Documents, (b) the Project Documents, as amended or supplemented, shall govern the rights and obligations of the Partners, their heirs, executors, administrators, successors and assigns to the extent expressly provided therein, (c) upon any dissolution of the Partnership or any transfer of the Project, no title or right to the possession and control of the Project and no right to collect the rent therefrom shall pass to any Person who is not, or does not become, bound by the Project Documents and other FmHA documents in a manner satisfactory to FmHA, (d) no amendment of the Project Documents specified above shall become effective without the prior written consent of FmHA, and (e) the affairs of the Partnership shall be subject to FmHA regulation and no action shall be taken which would require the consent or approval of the FmHA unless the same is first obtained. No new Partner shall be admitted to the Partnership without the consent of FmHA as outlined in its loan resolution. The General Partners shall at all times hold and maintain a financial interest of not less than 5% in the Partnership, subject to the provisions of Section 7.5.

Any conveyance or transfer of title to all or any portion of the Project required or permitted under this Agreement shall in all respects be subject to all conditions, approvals and other requirements of FmHA rules and regulations applicable thereto.

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Section 13.10 Separability of Provisions

Each provision of this Agreement shall be considered separable and (a) if for any reason any provision is determined to be invalid, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, or (b) if for any reason any provision would cause the Limited Partners to be bound by the obligations of the Partnership (other than the rules and regulations of FmHA) such provision or provisions shall be deemed void and of no effect.

Section 13.11 Paragraph Titles

Paragraph titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Section 13.12 Amendment Procedure

This Agreement may be amended by the General Partners with the Consent of the Limited Partners (except that no Consent of the Limited Partners will be required to change the principal office of the Partnership or to file the Certificate required by Section 13.3 herein) except that none of the following amendments shall be adopted without the written approval of all Limited Partners:

(1) The term of the Partnership set forth in Section 2.4 shall not be extended;

(2) This Section 13.12 shall not be amended;

(3) This Agreement shall not be modified or amended in such manner as to increase the amount of Capital Contributions payable by the Limited Partners or to accelerate the date for payment of any Installment of said Capital Contributions or otherwise increase the liability of the Limited Partners or to make any change in Article X which would adversely affect any Limited Partner.

Section 13.13 Representations, Covenants and Agreements of Limited Partners

Anything contained in this Agreement to the contrary notwithstanding:

Each of the Class A Limited Partners who is purchasing a Partnership Interest issued by the Partnership hereby warrants and represents to the General Partners and to the Partnership that the securities being acquired by him are being acquired for his own account, for investment only and not with a view to, or

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to offer for sale or sell in connection with, the distribution or transfer thereof. Each of the Class A Limited Partners further warrants and represents to the General Partners and to the Partnership that he is not participating, directly or indirectly, in a distribution or transfer of such Partnership Interests, nor is he participating, directly or indirectly, in the underwriting of any such undertaking. Each of the Class A Limited Partners warrants and represents to the General Partners and to the Partnership that he will not act in any way that would constitute him to be an underwriter, within the meaning of the Securities Act of 1933 (the "Act"), of such Partnership Interests.

The Partnership is offering to sell, offering for sale, and selling the Class A Limited Partnership Interests only to persons whom the Partnership has reasonable grounds to believe, and actually believes, based on information on and representations supplied by the Limited Partners to the Partnership (a) immediately prior to making an offer, either (1) because of their knowledge and experience in financial and business matters are able to evaluate the merits and risks of an investment in the Partnership, or (2) are able to bear the economic risk of an investment in the Partnership; and (b) prior to any sale of Class A Limited Partnership Interests, after making reasonable inquiry, either (1) have such knowledge and experience in financial and business matters that they are able to evaluate the merits and risks of an investment in the Partnership, or (2) are represented by an offeree representative who, together with such persons, are able to evaluate the merits and risks of an investment in the Partnership and such persons are able to bear the economic risk of an investment in the Partnership. In connection therewith, each offeree of Class A Limited Partnership Interests will be required to execute such pre-offering and pre-sale suitability letters as shall be requested by the General Partners and, where applicable, will be required to have his offeree representative execute an offeree representative letter.

Each of the Limited Partners hereby agrees that the Partnership Interests owned by him and any agreement or certificate evidencing such Partnership Interests shall be stamped or otherwise imprinted with a conspicuous legend in substantially the form set forth at the top of the first page of this Agreement. Such Partnership Interests shall not be transferable except upon the conditions specified in Article VIII, Section 13.1 and this Section 13.13. Each of the Limited Partners realizes and agrees that, by becoming a Limited Partner in the Partnership pursuant to the terms of this Agreement and the aforesaid legend, prior to any transfer of a Partnership Interest, he is required to give written notice to the General Partners expressing his desire to effect such transfer and describing the proposed transfer.

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Upon receiving such notice the General Partners shall present copies thereof to counsel for the Partnership and the following provisions, in addition to all other applicable provisions of this Agreement, shall apply:

(1) If, in the opinion of such counsel, the proposed transfer of such Partnership Interest may be effected without registration thereof under the Act and applicable state securities law (the "State Acts"), the General Partners shall promptly thereafter notify the holder of such Partnership Interest, whereupon such holder shall be entitled to transfer such Partnership Interest, all in accordance with the terms of the notice delivered by such holder to the General Partners, and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and the State Acts.

(2) If, in the opinion of such counsel, the proposed transfer of such Limited Partnership Interest may not be effected without registration of such Partnership Interest under the Act and the State Acts, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer, and such transfer shall not be made unless such registration is then in effect.

Each Limited Partner realizes that the Partnership Interests are not and will not be registered under the Act or under the State Acts and that the Partnership does not presently file and does not intend to file periodic reports with the Securities and Exchange Commission pursuant to the requirements of the Securities Exchange Act of 1934. Each Limited Partner also understands that the Partnership has not agreed with any Limited Partner to register the Partnership Interests for distribution in accordance with the provisions of the Act or the State Acts, and that the Partnership has not agreed to comply with any exemption under the Act or the State Acts for the sale hereafter of such securities.

Hence, it is the understanding of each Limited Partner that by virtue of the provisions of certain rules respecting "restricted securities" promulgated under the Act, the Partnership Interests to which he is subscribing pursuant hereto must be held by him indefinitely unless and until subsequently registered under the Act and the State Acts or unless an exemption from such registration is available, in which case such Limited Partner may still be limited as to the amount of said securities that he may sell.

Section 13.14 <u>Time of Admission</u>

Each Limited Partner shall be deemed to have been admitted to the Partnership as of the first day of the month during which

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he is admitted for all purposes of this Agreement, including Article X.

Section 13.15 Arbitration

Any dispute, controversy or claim arising out of or in connection with or relating to this Agreement or any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to and settled by arbitration pursuant to the rules then in effect of the American Arbitration Association. Any award or other determination rendered shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties thereto, provided that a party against whom an award is entered shall pay for and bear the cost of any other party's counsel if the arbitrator expressly determines that the party against whom an award is entered shall pay for and bear the cost of any other party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy or claim to be submitted to arbitration as a dilatory tactic.

WITNESS the execution hereof under seal as of the 1st day of November, 1980.

GENERAL PARTNERS

Arthur W. Edwards

Frederic F. Case

WITHDRAWING LIMITED PARTNERS

Arthur W. Edwards

Frederic F. Case

CLASS B LIMITED PARTNER

CM&H Investment Company

Linda Cargile
~~Partner~~

SPECIAL LIMITED PARTNER

Greater Boston Development, Inc.

By Linda Cargile

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STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above-named Arthur W. Edwards who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and who did swear that the statements contained therein are true to the best of his knowledge and belief.

WITNESS my hand and official seal this 19th day of December, 1980.

Audrey S Johnson
Notary Public
My Commission Expires:

My Commission Expires September 30, 1984

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared the above-named Frederic F. Case who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed and who did swear that the statements contained therein are true to the best of his knowledge and belief.

WITNESS my hand and official seal this 19th day of December, 1980.

Audrey S Johnson
Notary Public
My Commission Expires:

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned Notary Public in and for said County and State personally appeared the above-named Linda Cargill known to me to be the Senior Project Analyst of Greater Boston Development, Inc. who acknowledged that she did sign the

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foregoing instrument and that the same is the free act and deed of said corporation.

WITNESS my hand and official seal this 19th day of December, 1980.

Audrey S. Johnson
Notary Public
My Commission Expires:

My Commission Expires September 30, 1984

STATE OF)
) SS.
COUNTY OF)

BEFORE ME, the undersigned Notary Public in and for said County and State personally appeared Linda Cargill, to me personally known who, being duly sworn, did say that she is a general partner of a Massachusetts partnership known as CM&H Investment Company, and the said Linda Cargill acknowledged that She executed the foregoing instrument as her free act and deed and the free act and deed of said partnership.

WITNESS my hand and official seal this 19th day of December, 1980.

Audrey S. Johnson
Notary Public
My Commission Expires:

My Commission Expires September 30, 1984

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CLERKS NOTATION
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CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

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for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

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(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 1 (no. of units) = $ 35000.-

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

Evelyn K Binter 194-12 0634
Class A Limited Partner Soc. Sec. No.
Signature

____ Joint tenants
____ Tenants-in-common

EVELYN K. BINTER
Print Name

321 E. OAK, MOORESTOWN, N.J. 08057
Address

Residential Address

X
Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

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VOL 182 PAGE 415

STATE OF New Jersey)
COUNTY OF Burlington) SS.

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Evelyn K Bunter, known to me to be the person(s) whose name(s) is/~~are~~ subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that ~~he~~/~~they~~ signed the same as his/their free act and deed.

WITNESS my hand and official seal this 22 day of November, 1980.

Frederick C Binter Jr
Notary Public
My Commission Expires:

FREDERICK C. BINTER, JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 8, 1983

ACCEPTED:

QUAKER CREEK ASSOCIATES

By [signature]
General Partner

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CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

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for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

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(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 1 (no. of units) = $ 35,000

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

____ Joint tenants
____ Tenants-in-common

J. Russell Twiss 109-36-7673
Class A Limited Partner Soc. Sec. No.
Signature

J. Russell Twiss, M.D.
Print Name

215 East 72 Street, New York, NY 10021
Address

SAME
Residential Address

Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

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STATE OF Maryland)
) SS.
COUNTY OF Baltimore)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Marvel Sims, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he/they signed the same as his/their free act and deed.

WITNESS my hand and official seal this 29th day of November, 1980.

Notary Public
My Commission Expires:

MY COMMISSION
EXPIRES APRIL 28, 1983

ACCEPTED:

QUAKER CREEK ASSOCIATES

By Milton W. Schwartz
General Partner

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CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

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for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

CLERKS NOTATION
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(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 3 (no. of units) = $ 105,000

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

___ Joint tenants
___ Tenants-in-common

Edward R. H[illegible] 033-20-0799
Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Box 188 Wilton Rd.
Address

Peterborough, NH
Residential Address

Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

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STATE OF New Hampshire)
) SS.
COUNTY OF Hillsboro)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Edward R. Hanson, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he/they signed the same as his/their free act and deed.

WITNESS my hand and official seal this 24th day of November, 1980.

Kenneth E. Whiton
Notary Public
My Commission Expires:
KENNETH E. WHITON, Notary Public
My Commission Expires January 31, 1984

ACCEPTED:

QUAKER CREEK ASSOCIATES

By Arthur W. Sewall
General Partner

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CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

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for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

0000 0440

CLERKS NOTATION
BEST COPY
AVAILABLE

(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 1/2 = $ 17,500.00
no. of units

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

Charles R. DiPuppo 180-30-1068
Class A Limited Partner Soc. Sec. No.
Signature

___ Joint tenants
___ Tenants-in-common

CHARLES R. DIPUPPO
Print Name

1259 LAKEMONT RD.
Address

VILLANOVA, PA 19085

Residential Address

Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

0000 0441

2660 0000

002286

BOOK 24 PAGE 454

STATE OF Mass)
) SS.
COUNTY OF Suffolk)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Charles R. DeLuppa, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he/they signed the same as his/their free act and deed.

WITNESS my hand and official seal this 17th day of December, 1980.

Notary Public
My Commission Expires:

MY COMMISSION
EXPIRES APRIL 28, 1983

ACCEPTED:

QUAKER CREEK ASSOCIATES

By Arthur W. Duran Jr.
General Partner

BOOK 182 PAGE 427

CLERKS NOTATION
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CLERKS NOTATION
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AVAILABLE

CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

0000 0443

CLERKS NOTATION
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for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

CLERKS NOTATION
BEST COPY
AVAILABLE

(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 1 (no. of units) = $ 35,001

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

___ Joint tenants
___ Tenants-in-common

Robert F. Danahy 026-26-5650
Class A Limited Partner Soc. Sec. No.
Signature

Robert F. Danahy
Print Name

39 Westerly Rd.
Address

Weston, MA 02193
Residential Address

Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

0000 0445

CLERKS NOTATION
BEST COPY
AVAILABLE

STATE OF Massachusetts)
) SS.
COUNTY OF Suffolk)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Robert Density, known to me to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he/~~they~~ signed the same as his/~~their~~ free act and deed.

WITNESS my hand and official seal this 11th day of December, 1980.

Ernest J. Grassey
Notary Public
My Commission Expires:
ERNEST J. GRASSEY, NOTARY PUBLIC
My Commission Expires March 12, 1987

ACCEPTED:

QUAKER CREEK ASSOCIATES

By Frederic T. Lane
General Partner

0000 0446

CLERKS NOTATION
BEST COPY
AVAILABLE

CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

CLERKS NOTATION
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AVAILABLE

for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

CLERKS NOTATION
BEST COPY
AVAILABLE

(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 1 / no. of units = $ 35,000.

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

____ Joint tenants
____ Tenants-in-common

Lorna U. Hauslohner — 158-22-3210
Class A Limited Partner Signature — Soc. Sec. No.

LORNA U. HAUSLOHNER
Print Name

231 N. ITHAN AVENUE
Address

ROSEMONT, PA 19010
Residential Address

Class A Limited Partner Signature — Soc. Sec. No.

Print Name

Address

Residential Address

0000 0449

CLERKS NOTATION
BEST COPY
AVAILABLE

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF PHILADELPHIA)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared LORNA U. HAUSHAER, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he/they signed the same as his/their free act and deed.

WITNESS my hand and official seal this 20th day of November, 1980.

Connie Anne Basilio
Notary Public
My Commission Expires:

CONNIE ANNE BASILIO
Notary Public, Phila., Phila. Co.
My Commission Expires Feb. 15, 1982

ACCEPTED:

QUAKER CREEK ASSOCIATES

By Frederic F. Clare
General Partner

0.000 0458

CLERKS NOTATION
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AVAILABLE

CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

CLERKS NOTATION
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AVAILABLE

for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

0000 0452

CLERKS NOTATION
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(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 1/2 (no. of units) = $ 17,500.00

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

____ Joint tenants
____ Tenants-in-common

Kathleen A Holland 489-52-7451
Class A Limited Partner Soc. Sec. No.
Signature

Kathleen A Holland
Print Name

1359 Commonwealth Ave Apt 3
Address

Allston, Mass
Residential Address

Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

CLERKS NOTATION
BEST COPY
AVAILABLE

STATE OF Massachusetts)
) SS.
COUNTY OF Suffolk)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared Kathleen A. Holland, known to me to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that she/~~they~~ signed the same as ~~his~~ her/~~their~~ free act and deed.

WITNESS my hand and official seal this 21st day of November, 1980.

Notary Public
My Commission Expires:

ERNEST J. GRASSEY, NOTARY PUBLIC
My Commission Expires March 12, 1987

ACCEPTED:

QUAKER CREEK ASSOCIATES

By _____
General Partner

CLERKS NOTATION
BEST COPY
AVAILABLE

CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

CLERKS NOTATION
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AVAILABLE

for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

CLERKS NOTATION
BEST COPY
AVAILABLE

(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X ONE / no. of units = $ 35000-

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

___ Joint tenants
___ Tenants-in-common

Joseph G. Kelnberger 121 27-16 36
Class A Limited Partner Soc. Sec. No.
Signature

JOSEPH G. KELNBERGER
Print Name

48 MOHEGAN ROAD
Address

LARCHMONT, N.Y. 10538

Residential Address

Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

0000 0457

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 470

003312

182 PAGE 443

STATE OF NY)
) SS.
COUNTY OF NY)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared JOSEPH G KELNBERGER, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he/they signed the same as his/their free act and deed.

WITNESS my hand and official seal this 24TH day of NOV, 1980.

Notary Public
My Commission Expires: 3/30/82

JOHN A. THIEKE
Notary Public, State of New York
No. 31-9313000
Qualified in New York County
Commission Expires March 30, 1982

ACCEPTED:

QUAKER CREEK ASSOCIATES

By _____
General Partner

0000 0458

CLERKS NOTATION
BEST COPY
AVAILABLE

CLASS A LIMITED PARTNER COUNTERPART SIGNATURE PAGE

The undersigned hereby executes under seal this Counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership dated as of November 1, 1980, of QUAKER CREEK ASSOCIATES (the "Partnership") and hereby adopts and agrees to be bound by all the provisions hereof and by so doing will become, upon acceptance by the General Partners, a Class A Limited Partner with a total Capital Contribution as indicated below.

In connection with my execution of this document, I make the following representations:

(1) I have thoroughly read this counterpart of the Amended and Restated Certificate and Agreement of Limited Partnership of the Partnership.

(2) I have been furnished and have thoroughly read the Confidential Memorandum of the Partnership dated November 1, 1980, and I am satisfied that I have received information with respect to all matters which I consider material to my decision to make this investment.

(3) (a) By reason of my knowledge and experience in financial and business matters in general, and investments in particular, and the knowledge and experience in financial and business matters in general, and investments in particular, of my offeree representative, if any, my offeree representative and I together are, my offeree representative alone is, or I alone am capable of evaluating the merits and risks of an investment by me in Units.

(b) In the event I have employed an offeree representative to evaluate, either for or with me, the merits and risks of an investment by me in the Units, I am capable of bearing the economic risks of an investment in the Units.

(c) My present financial condition is such that I am under no present or contemplated future need to dispose of any portion of the Unites to satisfy any existing or contemplated undertaking, need, or indebtedness.

(4) I undertake that I will not attempt to sell and then only in accordance with the Agreement any Unit or Units acquired by me for twenty-four (24) months from the date of purchase thereof.

(5) I recognize my continuing liability to pay all installments of the purchase price of the Unit or Units I am purchasing and the consequences of my failure to do so including, but not limited to, the right of the other Limited Partners or the General Partner to purchase my interest in the Partnership

CLERKS NOTATION
BEST COPY
AVAILABLE

for a price equal to (a) 90% of my paid-in Capital Contribution less (b) the sum of (i) any cash distributions actually made by the Partnership to me, (ii) any reasonable expenses incurred by the purchaser of such interest or the Partnership in connection with the assignment of my interest to such purchaser and (iii) 50% of the net losses previously allocated to me or attributable to my interest.

(6) I am aware of my inability readily to liquidate my investment in case of an emergency and the fact that the Unit or Units being purchased by me may have to be held for an indefinite period of time. I understand that the Unit or Units being purchased by me have not been registered under the Securities Act of 1933, as amended (the "Act"), and I agree not to make any sale, transfer or other disposition of any such Unit or Units unless registered under the Act or an exemption from such registration is available.

(7) I understand that no state or government authority has made any finding or determination relating to the fairness for investment of the Units offered by the Partnership.

(8) I have a net worth (total assets in excess of total liabilities) of at least $125,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable, or a net worth of at least $75,000 times the number of Units being purchased, exclusive of home, furnishings, automobiles and securities and other assets which are not readily marketable and an annual income of at least $75,000. For the net worth requirements of the foregoing representation, a purchase of less than one Unit is considered to be a purchase of one full Unit. My income is presently subject to Federal taxation at a rate of not less than 49% and I anticipate my future income after taking into account my investment in the Units will be subject to taxation at such rate. My overall commitment to investments which are not readily marketable is not disproportionate to my net worth and my investment in the Units will not cause my overall commitment to become excessive. I have adequate means of providing for my current needs and personal and family contingencies and have no need for liquidity in my investment in the Units. I have substantial experience in making investment decisions of this type, or I am relying on the advice of someone appropriately qualified in making this type of investment. For the purposes of this representation, the purchase of less than one Unit shall be deemed the purchase of one Unit.

(9) The Units are being purchased by me for investment only, for my own account and not with a view to, or the offer or sale in connection with, the distribution thereof, and the undersigned is not participating, directly or indirectly, in the underwriting of any such undertaking.

0000 0460

CLERKS NOTATION
BEST COPY
AVAILABLE

(10) I will not take, or cause to be taken, any action that would cause me to be deemed an underwriter, as defined in Section 2(11) of the Securities Act of 1933, as amended (the "Act"), of the Units.

(11) During the course of the offering of the Units of the Partnership, both I and my advisors have had the opportunity to ask questions of and receive answers from representatives of the Partnership or persons acting on its behalf concerning the terms and conditions of a proposed investment in the Partnership and my advisors and I have also had the opportunity to obtain additional information necessary to verify the accuracy of information previously furnished about the Partnership.

I hereby agree that my Capital Contribution shall be

$35,000 X 1 (no. of units) = $ 35000

and agree to pay the same in accordance with the provisions of Section 5.1.

If more than one purchaser, indicate form of ownership:

____ Joint tenants
____ Tenants-in-common

Curtis W. Rogers 242-50-7435
Class A Limited Partner Soc. Sec. No.
Signature

CURTIS W. ROGERS
Print Name

197 CINDYANN DR.
Address

E. GREENWICH RI 02818.
Residential Address

Class A Limited Partner Soc. Sec. No.
Signature

Print Name

Address

Residential Address

0000 0461

CLERKS NOTATION
BEST COPY
AVAILABLE

STATE OF RHODE ISLAND)
) SS.
COUNTY OF KENT)

BEFORE ME, the undersigned Notary Public in and for said County and State, personally appeared CURTIS ROGERS, known to me to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the foregoing Class A Limited Partner Counterpart Signature Page who, being duly sworn, acknowledged that he/~~they~~ signed the same as his/~~their~~ free act and deed.

WITNESS my hand and official seal this 12 TH day of DECEMBER, 1980.

Notary Public
My Commission Expires: June 3, 1981

ACCEPTED:

QUAKER CREEK ASSOCIATES

By _____
General Partner

0000 0462

CLERKS NOTATION
BEST COPY
AVAILABLE

QUAKER CREEK ASSOCIATES

SCHEDULE A

, 1980

General Partners	Capital Contribution
Arthur W. Edwards Six Norwood Road Annapolis, Maryland 21401	$ 100.00
Frederic F. Case 7404 Summit Avenue Chevy Chase, Maryland 20015	100.00
Special Limited Partner	
Greater Boston Development, Inc. One Boston Place Boston, Massachusetts 02108	10.00
Class B Limited Partners	
CM&H Investment Company One Boston Place Boston, Massachusetts 02108	10.00

Class A Limited Partners	Total Agreed-to Capital Contribution	Paid-in Capital Contribution*	Number of Units
Robert F. Danahy 39 Westerly Road Weston, MA 02193	$ 35,000	$ 4,000	1
Kathleen A. Holland 1359 Commonwealth Ave. Apartment 3 Allston, MA	17,500	2,000	1/2
J. Russell Twiss, M.D. 215 East 72nd Street New York, NY 10021	35,000	4,000	1
Curtis W. Rogers 197 Cindyann Drive East Greenwich, RI 02818	35,000	4,000	1

* Paid-in Capital Contribution as of the date of this Schedule A. Future Installments of Capital Contribution are due at the times set forth in the Partnership Agreement of the Partnership.

CLERKS NOTATION
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AVAILABLE

Class A Limited Partners	Total Agreed-to Capital Contribution	Paid-in Capital Contribution*	Number of Units
Edward R. Hampson P.O. Box 188 Wilton Road Petersborough, NH	$ 105,000	$ 12,000	3
Joseph G. Kelnberger 48 Mohegan Road Larchmont, NY 10538	35,000	4,000	1
Evelyn K. Binter 321 East Oak Moorestown, NJ 08057	35,000	4,000	1
Lorna U. Hauslohner 231 North Ithan Avenue Rosemont, PA 19010	35,000	4,000	1
Charles R. DiPuppo 1259 Lakemont Road Villanova, PA 19085	17,500	2,000	1/2

* Paid-in Capital Contribution as of the date of this Schedule A. Future Installments of Capital Contribution are due at the times set forth in the Partnership Agreement of the Partnership.

CLERKS NOTATION
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000319

BOOK 24 PAGE 477

QUAKER CREEK ASSOCIATES
LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT

Robert L. Ash
OBER, KALER, GRIMES & SHRIVER
ATTORNEYS AT LAW
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS
710 RING BUILDING
1200 EIGHTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

CHANGE OF	
NAME	✓
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

Cert of Ltd

05 16

4 of 9

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 11:20 MO. DAY YEAR 6/28/85

	ORG. & CAP. FEE	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL CASH ☐ CHECK ☐	

(52)

olde - make card

1985 JUN 28 A 11:20

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 478

182 PAGE 449

CERTIFICATE OF AMENDMENT
OF
QUAKER CREEK ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28, 1985 AT 11:20 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

93

RECORDED IN LIBER 2732, FOLIO 002226, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1958552

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 180491

BOOK 24 PAGE 479

PERRYWOOD ASSOCIATES LIMITED PARTNERSHIP

003764

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

VOL 182 PAGE 450

LIMITED PARTNERSHIP AGREEMENT

CLERKS NOTATION
BEST COPY
AVAILABLE

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about September 5, 1978 formed a limited partnership known as Perrywood Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about September 5, 1978 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Montgomery County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Perrywood Associates to Perrywood Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768202

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 10:59

E. AUBREY COLLISON
CLERK

0000 0467

CLERKS NOTATION
BEST COPY
AVAILABLE

003765

BOOK 24 PAGE 480

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP 182 PAGE 451

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts
Kenneth H. Roberts

By: Thomas C. Munz
Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0468

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

PERRYWOOD ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 1,000.00	1%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	1,000.00	1%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	1,000.00	1%
	LIMITED PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	44,109.26	39%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	44,109.26	39%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	19,504.21	19%
TOTAL:	$ 110,722.73	100%

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 482

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[illegible]	✓
[illegible]	
[illegible]	
[illegible]	

003767

182 PAGE 453

Cert of Amend
April 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY RCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0470

CLERKS NOTATION
BEST COPY
AVAILABLE

182 PAGE 454

BOOK 24 PAGE 483

CERTIFICATE OF AMENDMENT
OF
PERRYWOOD ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003763 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1948769

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adams

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179524

BOOK 24 PAGE 484

BALLENGER CREEK ASSOCIATES LIMITED PARTNERSHIP C03759

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT 182 PAGE 455

CLERKS NOTATION
BEST COPY
AVAILABLE

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about March 13, 1978 formed a limited partnership known as Ballenger Creek Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about March 13, 1978 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Howard and Frederick County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Ballenger Creek Associates to Ballenger Creek Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768201

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:03
E. AUBREY COLLISON
CLERK

0000 0472

CLERKS NOTATION
BEST COPY
AVAILABLE

003760

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

By: Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0473

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

BALLENGER CREEK ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

Name and Address	Capital Contribution	Partnership Interest
GENERAL PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 2,840.00	1.0%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	2,840.00	1.0%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	2,840.00	1.0%
LIMITED PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	110,760.00	39.0%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	110,760.00	39.0%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	53,960.00	19.0%
TOTAL:	$284,000.00	100.0%

0000 0474

CLERKS NOTATION
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BOOK 24 PAGE 487

Book 182 Page 457-A

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[illegible]	
[illegible]	

003762

Cert of Amend
April 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0475

182 PAGE 458

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 488

CERTIFICATE OF AMENDMENT
OF
BALLENGER CREEK ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003758 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948751

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adams

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179523

BOOK 24 PAGE 489

003753

CLERKS NOTATION
BEST COPY
AVAILABLE

LINGANORE·ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

182 PAGE 459

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about December 1, 1972 formed a limited partnership known as Linganore Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about December 1, 1972 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Frederick County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Linganore Associates to Linganore Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, Individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768200

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 31 AM 11:03
E. AUBREY COLLISON
CLERK

0000 0477

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts, Individually and as Co-Trustee for Donald G. Foery

By: Thomas C. Munz

Thomas C. Munz, Individually and as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster

Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

LINGANORE ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP 182 PAGE 461

AND

LIMITED PARTNERSHIP AGREEMENT

Name and Address	Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	11.17%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	11.17%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	2.62%
	LIMITED PARTNERS	
Paul R. Ashbrook 1417 Sautern Dr., SW Fort Myers, FL 33907	$21,845.00	4.17%
Don N. and Phyllis B. Brotman McDonogh Road, RFD 7, Box 554 Pikesville, Maryland 21208	$21,845.00	4.17%
John P. Cooper, Jr. Piney Hill Road Monkton, Maryland 21111	$21,845.00	4.17%
Evelyn C. Earley 400D 20th St., NE, #315 Boca Raton, FL 33432	$21,845.00	4.17%
Myles J. Gibbons 2404 Countryside Drive Silver Spring, Maryland 20904	$43,690.00	8.34%
Douglas R. Graham 6809 Allview Drive Columbia, Maryland 21046	$10,922.50	2.08%
Dr. Julius R. Goldberg 7911 Winterset Baltimore, Maryland 21208	$21,845.00	4.17%

CLERKS NOTATION
BEST COPY
AVAILABLE

James F. & Genevieve D. Horan 3673 First Avenue Edgewater, Maryland 21037	$21,845.00	4.17%
Mr. William R. Hymes 3109 Hearthstone Road Ellicott City, Maryland 21043	$21,845.00	4.17%
William W. & Lois A. Jellema 21 Monticello Lane Storrs, CT 06268	$21,845.00	4.17%
Mr. C. Wayne Kempske 1835 Edgewood Road Baltimore, Maryland 21234	$10,922.50	2.08%
Bernard & Eleanor McGinn 1 Bromwell Court Cockeysville, Maryland 21030	$21,845.00	4.17%
Mary M. McGinn 28 Allegheny Avenue Towson, Maryland 21204	$21,845.00	4.17%
Mr. James L. Scagg Ridge Lyn Drive, Box 230 Dallastown, PA 17313	$10,922.50	2.08%
Mr. Roger Simmons 400 Mattox Avenue Colonial Beach, VA 22443	$10,922.50	2.08%
Dale R. & Barbara R. Stecher 801 Hickory Vale Lane Great Falls, VA 22066	$21,845.00	4.17%
David Trachtenberg, M.D. 7910 Woodmont Avenue Bethesda, Maryland 20014	$43,690.00	8.34%
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laural, Maryland 20707	$ 9,184.00	1.75%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 9,184.00	1.75%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 3,477.00	.67%
TOTAL:	$524,280.00	100.00%

Acceptance Bond
50% COTTON FIBER
EAGLE-A
Acceptance Bond
50% COTTON FIBER

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 493

003757

Book 182 Page 462-A

Cert of Amend
Dgnd 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0481

182 PAGE 463

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 494

CERTIFICATE OF AMENDMENT
OF
LINGANORE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

5

RECORDED IN LIBER 2727, FOLIO 003752, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948744

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179522

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 495

EAST LAUREL ASSOCIATES LIMITED PARTNERSHIP 003747

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

182 PAGE 464

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about November 30, 1972 formed a limited partnership known as East Laurel Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about November 30, 1972 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Anne Arundel County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from East Laurel Associates to East Laurel Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, Individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768199

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:03
E. AUBREY COLLISON
CLERK

0000 0483

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

By: Kenneth H. Roberts

Kenneth H. Roberts, Individually and as Co-Trustee for Donald G. Foery

By: Thomas C. Munz

Thomas C. Munz, Individually and as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

EAST LAUREL ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership interest
GENERAL PARTNER		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	24.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	24.00%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	12.00%
LIMITED PARTNERS		
The Carl Bode Family Trust 7008 Partridge Place College Heights Estates, MD 20782	$12,500.00	4.00%
Myles J. Gibbons 2404 Countryside Drive Silver Spring, Maryland 20904	$ 6,250.00	2.00%
Mary H. Hammann 104 Brookridge Court Timonium, Maryland 21093	$12,500.00	4.00%
Christian & Evelyn Hanburger 12004 Kingfield Court Upper Marlboro, Maryland 20780	$ 6,250.00	2.00%
William W. Jellema 21 Monticello Lane Storrs, CT 06268	$ 6,250.00	2.00%
Joseph H. T. & Velma K. H. Lum 502 Potomac Valley Drive Oxon Hill, Maryland 20021	$12,500.00	4.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

003750

182 PAGE 467

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
Jose C. Mariano 9455 Ellsworth Court Fulton, Maryland 20759	$12,500.00	4.00%
Philip H. Philbin 106 Irving Street, NW Washington, DC 20010	$12,500.00	4.00%
William L. Ryon, Jr. 8711 Liberty Lane Potomac, Maryland 20854	$ 6,250.00	2.00%
James W. Salter, III & James F. Tomes 8630 Fenton Street, #417 Silver Spring, Maryland 20910	$12,500.00	4.00%
William A. & Elke C. Stecher 4 Radburn Court Rockville, Maryland 20850	$ 6,250.00	2.00%
George A. & Corinne C. Totten 4465 Old Branch Avenue Marlow Heights, MD 20031	$ 6,250.00	2.00%
Raymond E. & Carolyn D. Ruf 1401 Kersey Lane Rockville, Maryland 20854	$ 4,166.66	1.33%
Michael J. & Mary Lou Dellapa 5 Overpond Court Potomac, Maryland 20854	$ 4,166.66	1.33%
Max S. & Mary P. Micklitsch 11209 Hurdle Hill Drive Potomac, Maryland 20854	$ 4,166.68	1.34%
TOTAL:	$125,000.00	100.00%

EAGLE-A
Acceptance Bond
50% COTTON FIBER

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 499

Book 182 Page 467-A

003751

Cert of Amend
Appd 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0487

CLERKS NOTATION
BEST COPY
AVAILABLE

182 PAGE 468

BOOK 24 PAGE 500

CERTIFICATE OF AMENDMENT
OF
EAST LAUREL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

5

RECORDED IN LIBER 2727, FOLIO 003746 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948736

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adams

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179521

BOOK 24 PAGE 501

003740

CLERKS NOTATION
BEST COPY
AVAILABLE

ROUTE 210 ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

182 PAGE 469

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about July 17, 1972 formed a limited partnership known as Route 210 Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about July 17, 1972 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Charles County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Route 210 Associates to Route 210 Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:03
E. AUBREY COLLISON
CLERK

51768197

0000 0489

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts

By: Thomas C. Munz

Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster

Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

003742

EXHIBIT "A"

ROUTE 210 ASSOCIATES LIMITED PARTNERSHIP

VOL 182 PAGE 471

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 1,018.42	.448%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	1,018.42	.448%
	LIMITED PARTNERS	
Robert M. Carswell, Jr. c/o OAS 17th & Constitution Avenue Washington, D.C. 20006	$ 7,615.37	3.33%
James F. Durkin III Stanley B. Gelman 6210 43rd Avenue Hyattsville, Maryland 20780	7,615.37	3.33%
John C. & Joan Ellis 3508 North Valley Street Arlington, Virginia 22207	7,615.37	3.33%
(Mrs.) Elin T. Locke 3640 Gleneagles Drive No.# 2B Silver Spring, Maryland 20906	7,615.37	3.33%
Joel H. Swetlow 14909 Dufies Drive Gaithersburg, Maryland 20760	7,615.37	3.33%
Herbert L. Weinstein 11304 Struttmann Terrace Rockville, Maryland 20852	3,796.25	1.66%
Eugene A. Fisher 9912 Bluegrass Road Potomac, Maryland 20854	1,898.12	.83%

CLERKS NOTATION
BEST COPY
AVAILABLE

Robert W. & Barbara Stern 1743 Tarrytown Avenue Crofton, Maryland 21113	1,898.12	.83%
Charles S. Byers, Jr. Route 1, Box 75 26A Garden City, South Carolina 29576	7,615.37	3.33%
Sheldon J. Singer 7315 Wisconsin Avenue Bethesda, Maryland 20015	7,615.37	3.33%
Edward J. Brooks, Jr. 13407 Kiama Court Laurel, Maryland 20810	15,230.75	6.66%
Richard H. Smith Daniel F. Whiteford 10401 Grosvenor Place G19 Rockville, Maryland 20852	7,615.37	3.33%
Richard and Joyce McKean P.O. Box 602 La Plata, Maryland 20646	7,615.37	3.33%
Thomas C. Munz 3450 Fort Meade Road Laurel, Maryland 20707	28,570.25	12.544%
Mr. & Mrs. Wendell T. Andersen 2493 Brunswick Lane Hudson, Ohio 44236	3,796.25	1.66%
Mr. & Mrs. Lawrence Handel 290 Thornwood Drive Granville, Ohio 43023	3,796.25	1.66%
Jon C. & Victoria L. Swindle 15 Oak Shade Road Gaithersburg, Maryland 20760	7,615.37	3.33%
Dr. George F. Kramer 10904 Ashfield Road Adelphi, Maryland 20783	7,615.37	3.33%
Vivian Pines 1210 Northwest 48th Place Pompano Beach, Florida 33064	3,796.25	1.66%
George Crocicchia 4704 Hornbean Drive Rockville, Maryland 20853	3,796.25	1.66%

0000 0492

CLERKS NOTATION
BEST COPY
AVAILABLE

Richard M. Bowie Taylor Gregg 9914 Worrell Avenue Glen Dale, Maryland 20769	7,615.37	3.33%
Anna Kosisky 15-A Ridge Road Greenbelt, Maryland 20770	3,796.25	1.66%
Stuart J. Long 319 Pennsylvania Avenue, S.E. Washington, D.C. 20003	7,615.37	3.33%
Michael D. Lange 319 Pennsylvania Avenue, S.E. Washington, D.C. 20003	7,615.37	3.33%
Paul R. & Helen S. Ashbrook 1417 Sautern Drive, S.W. Fort Myers, Florida 33907	15,230.75	6.66%
Henry D. Reuwer c/o Georgetown Electric 2901 South Fifth Street Arlington, Virginia 22204	7,615.37	3.33%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	5,587.65	2.456%
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	20,954.88	9.214%
TOTAL:	$228,415.41	100.00%

EAGLE A
Acceptance Bond
50% COTTON FIBER

CLERKS NOTATION
BEST COPY
AVAILABLE

Book 7182
Page 473-A

BOOK 24 PAGE 506

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MAIL	✓
[illegible]	
[illegible]	
[illegible]	

003745

Cert of Amend
Apr 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

CLERKS NOTATION
BEST COPY
AVAILABLE

182 PAGE 474

BOOK 24 PAGE 507

CERTIFICATE OF AMENDMENT
OF
ROUTE 210 ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

6

RECORDED IN LIBER 2727, FOLIO 003739 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948728

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gail B. Ailworth

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179520

CLERKS NOTATION
BEST COPY
AVAILABLE

HUNTING RIDGE ASSOCIATES LIMITED PARTNERSHIP 003735

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT 182 PAGE 475

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about October 18, 1978 formed a limited partnership known as Hunting Ridge Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about October 18, 1978 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Montgomery County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Hunting Ridge Associates to Hunting Ridge Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, Individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768198

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:03
E. AUBREY COLLISON
CLERK

CLERKS NOTATION
BEST COPY
AVAILABLE

003738

BOOK 24 PAGE 509

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP. 182 PAGE 476

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts
Kenneth H. Roberts, Individually and as Co-Trustee for Donald G. Foery

By: Thomas C. Munz
Thomas C. Munz, Individually and as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0497

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

C03737

HUNTING RIDGE ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

182 PAGE 477

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 7,250.00	5.40%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	7,250.00	5.40%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	7,250.00	3.20%
	LIMITED PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 275,000.00	34.60%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	275,000.00	34.60%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	121,800.00	16.80%
TOTAL:	$ 694,550.00	100.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 511

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[illegible]	✓
[illegible]	
[illegible]	
[illegible]	

003738

Book 182
Page 477-A

Cert of Amend
April 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

182 PAGE 478

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 512

CERTIFICATE OF AMENDMENT
OF
HUNTING RIDGE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25,1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003734 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948710

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adkins

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179519

BOOK 24 PAGE 513

003729

CLERKS NOTATION
BEST COPY
AVAILABLE

THURMONT ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

182 PAGE 479

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about August 7, 1973 formed a limited partnership known as Thurmont Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about August 7, 1973 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Frederick County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Thurmont Associates to Thurmont Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts, Director-Trustee of Land Development Associates, Inc., in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:03

E. AUBREY COLLISON
CLERK

768196

0000 0501

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

By: Kenneth H. Roberts
Kenneth H. Roberts, Director-
Trustee of Land Development
Associates, Inc.

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

C03731

THURMONT ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP 182 PAGE 481

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNERS		
Land Development Associates, Inc. 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	- 0 -	40%
LIMITED PARTNERS		
Paul R. Ashbrook 1417 Sautern Drive, S.W. Ft. Myers, Florida 33907	$ 7,000	4%
Carl Bode Family Trust 7008 Partridge Place Hyattsville, Maryland 20782	7,000	4%
Gaither L. & Maria J. Boliek 10514 Edgemont Drive Adelphi, Maryland 20783	7,000	4%
Helen E. Clarke 3429 Duke Street College Park, Maryland 20740	7,000	4%
Frank & Franklin Costello 2405 Cool Spring Road Adelphi, Maryland 20783	7,000	4%
Kenneth E. & Gwen H. Folsom 4216 Woodberry Street University Park, Maryland 20782	7,000	4%
George J. Funaro 6700 Belcrest Road Hyattsville, Maryland 20782	7,000	4%
William A. & Gloria S. Hanns 4508 Sunflower Drive Rockville, Maryland 20853	7,000	4%

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Name and Address	Total Capital Contribution	Percentage of Partnership Interest
Ray E. & Roselyn L. Hiebert 11901 Old Columbia Pike Silver Spring, Maryland 20904	$ 7,000	4%
Paul C. & Loretta C. McCusker 504 Cockeys Mill Road Reisterstown, Maryland 21136	7,000	4%
Dennis J. Montero Route 1, Box 278B 730 94th Street Casa Del Sol Ocean City, Maryland 21842	7,000	4%
George L. & Carol V. Roemer 4834 Clermont Mill Road Pylesville, Maryland 21132	7,000	4%
Jeffrey & Philip Rumbaugh 2916 New Castle Avenue Silver Spring, Maryland 20901	7,000	4%
William L. Ryon, Jr. 8711 Liberty Lane Potomac, Maryland 20854	7,000	4%
Paul P. & Mary K. Traver 7012 Partridge Place Hyattsville, Maryland 20782	7,000	4%
TOTAL:	$ 105,000	100%

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BOOK 24 PAGE 517

Book 182 Page 483-A

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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 10:30 MO. 6 DAY 25 YEAR 85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

52

Make Card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

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182 PAGE 483

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BOOK 24 PAGE 518

CERTIFICATE OF AMENDMENT
OF
THURMONT ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

5

RECORDED IN LIBER 2727, FOLIO 003728 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948702

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adams

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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BOOK 24 PAGE 519

VOL 182 PAGE 484

RESTATED

CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

FOR

CENTURY INDUSTRIAL CONCERN LIMITED PARTNERSHIP
(formerly known as Century Industrial Concern)

Pursuant to the

Maryland Revised Uniform Limited Partnership Act
(Title 10, Section 10-101, et seq. of the Annotated
Code of Maryland)

Effective February 15, 1977
Restated May 28, 1985

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RESTATED

CERTIFICATE OF LIMITED PARTNERSHIP AND

LIMITED PARTNERSHIP AGREEMENT

OF

CENTURY INDUSTRIAL CONCERN LIMITED PARTNERSHIP

We, the undersigned, parties in an existing Maryland limited partnership organized February 15, 1977 and known as CENTURY INDUSTRIAL CONCERN desire to continue such partnership in compliance with the provisions of the Maryland Revised Uniform Limited Partnership Act, and to restate, amend, and consolidate into this instrument the original limited partnership agreement and the eleven amendments thereto previously filed in both the Counties of Howard and Ann Arundel, Maryland.

Accordingly, we hereby make, sign and acknowledge this certificate in compliance with Article 10, Section 10-101, et seq. of the Annotated Code of Maryland, known as the Maryland Revised Uniform Limited Partnership Act.

1. Name of Partnership. The undersigned parties hereby continue the limited partnership previously known as "Century Industrial Concern" under the new name "CENTURY INDUSTRIAL CONCERN LIMITED PARTNERSHIP".

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2. Purpose of Partnership. The purpose of the partnership shall be to acquire, by purchase, lease, or otherwise, an office building, commercial building, and/or warehouse, in Ann Arundel County, Maryland for lease, and/or sale to Mid-Atlantic Toyota Distributors, Inc., a Delaware corporation, and to otherwise engage in a general real estate business, and to conduct and carry on all other activities and operations necessary and appropriate therefor.

3. Principal Office and Resident Agent. The principal office of the partnership shall be in Ann Arundel County at 6710 Baymeadow Drive, Glen Burnie, Maryland 21061; and the resident agent for the limited partnership shall be John E. Kuhn, who is a citizen and resident of Maryland, and whose address is 6710 Baymeadow Drive, Glen Burnie, Maryland 21061.

4. The General Partner. The name and address of the general partner is Rare Properties, Inc. a Delaware corporation, 6710 Baymeadow Drive, Glen Burnie, Maryland 21061.

5. Limited Partners. The name and address of the limited partners are as follows:

Name	Address
Frederick Weisman Company a Delaware corporation	6710 Baymeadow Drive Glen Burnie, Maryland 21061

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Rare Properties, Inc. a Delaware corporation	6710 Baymeadow Drive Glen Burnie, Maryland 21061
Carol Weisman Wilson	3740 Notre Dame Avenue San Diego, California 92122

6. Additional Limited Partners. The General Partner shall not be authorized to admit any additional Limited Partners except for those persons becoming substituted Limited Partners as provided in Paragraph 16.

7. Term. The term of this partnership shall begin February 15, 1977 and shall continue until December 31, 2007; provided however, that the partnership shall be dissolved and terminated prior to such date upon the happening of any of the following events: (a) any disposition by the General Partner of the entire interest in all of the property hereinabove referred to, including any leasehold interest which may be acquired in exchange therefor; (b) the bankruptcy, receivership, or liquidation of the General Partner as provided in Paragraph 18 hereof; or (c) the decision of the General Partner to dissolve the partnership as provided in Paragraph 19 hereof.

8. Capital Contribution. Each partner shall contribute to the capital of the partnership the cash amount set opposite his name:

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General Partner	Contribution
Perferred Capital, Inc., a Delaware corporation	$200.00
Limited Partners	
Frederick Weisman Company a Delaware corporation	$540.00
Rare Properties, Inc. a Delaware corporation	$18,720.00
Carol Weisman Wilson	$540.00

The Limited Partners shall not be obligated to make any additional contributions to the capital of the partnership other than as set forth above; and a Limited Partner shall not be entitled to demand the return of his contribution except upon termination of the partnership. No partner shall have the right to demand or receive property other than cash in return for his contribution.

9. Loans to Partnership. If any partner shall, in excess of his capital contribution, loan any moneys to the partnership, the amount of any such loan shall not be an increase of his capital contribution or entitle him to any increase in his share of the distributions of the partnership; but the amount of any such loan shall be an obligation of the partnership to such partner and shall be repaid to him with

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interest at a rate of one percent in excess of the prevailing prime interest rate, except that such loans shall be payable or collectible only out of the partnership assets, and the General Partner shall not be personally obligated to repay any part thereof.

10. Profits, Losses and Distributions. The net profits of the partnership, and net proceeds resulting from the sale, mortgage, refinancing, and condemnation of any property held by the partnership shall be divided among, and any losses shall be borne by, each of the partners in the following proportions (provided, however, that the Limited Partners' liability for losses shall be limited to the amount of their contributions to the capital of the partnership):

General Partner	Percentage
Rare Properties, Inc. a Delaware corporation	1.00%
Limited Partners	
Frederick Weisman Company a Delaware corporation	2.70%
Rare Properties, Inc. a Delaware corporation	93.60%
Carol Weisman Wilson	2.70%

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The term "net profits" of the partnership as used herein shall mean net profits derived from the property owned by the partnership determined in accordance with generally accepted accounting principles, except that (a) depreciation of building, improvements, furniture, fixtures, furnishings, and equipment shall not be taken into account, (b) mortgage amortization paid by the partnership shall be considered a deduction, (c) any amounts expended by the partnership in the discretion of the General Partner for capital improvements shall be considered a deduction, and (d) if the General Partner shall so determine, a reasonable reserve shall be deducted to provide funds for improvements or for any other contingencies of the partnership. The net profits of the partnership shall be distributed quarterly or at such other more frequent or less frequent intervals as the General Partner in its sole discretion may determine. Distributions shall commence three months after the leasing by the partnership of the real property described in Paragraph 2 or at such earlier or later date as the General Partner in its sole discretion may deem advisable.

11. Losses of Limited Partners. Notwithstanding anything to the contrary herein contained, the liability of any of the Limited Partners for the losses of the partnership shall in no

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event exceed in the aggregate the amount of his or her contribution to the capital of the partnership. Any losses in excess of such amount shall be borne solely by the General Partner.

12. Salaries, Drawings, and Interest on Capital Contributions. None of the partners, General or Limited, shall receive any salary or drawings for services rendered in behalf of the partnership in their capacity as partners, nor shall any partner receive any interest on his contributions to the capital of the partnership.

13. Powers and Rights of the General Partner.

(a) The management, control and conduct of the business of the partnership shall be vested solely in the General Partner; and none of the Limited Partners shall take part in the management of the partnership, and no Limited Partner shall have the power to sign for or to bind the corporation. The General Partner shall devote such time to the management, control and conduct of the affairs of the partnership business as it, in its absolute discretion, deems necessary.

(b) The General Partner shall have the authority and power to do all things necessary and appropriate to

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effectuate and carry out the partnership business, including purchasing, owning, mortgaging, constructing, leasing, renting, holding, maintaining, altering, repairing, and remodeling, exchanging, or otherwise transferring or disposing of partnership property, including obtaining industrial revenue bond financing for partnership activities with participation of Ann Arundel County, Maryland in accordance with applicable provisions of the Annotated Code of Maryland.

(c) The General Partner in its absolute discretion shall have the power on behalf of the partnership (1) to sell, exchange, or convey title to, and to grant an option for the sale of all or any portion of the real property, including any mortgage or leasehold interest or other property which may be acquired by the partnership upon a transfer of the real property; to lease all or any portion of the real property without limit as to the term thereof, whether or not such term (including renewal terms) shall extend beyond the date of the termination of the partnership, whether or not the space so leased is to be occupied by the lessee or, in turn, subleased in whole or in part to others; to borrow money and as security thereof to mortgage all or any part of the real property; to obtain replacement of any such mortgage or mortgages, and to prepay,

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in whole or in part, refinance, recast, increase, modify, consolidate, correlate, or extend any mortgages affecting the real property; all of the foregoing at such price, rental, or amount for cash securities, or other property and upon such terms as it deems proper; (2) to place record title to the real property in the name or names of a nominee or nominees for the purpose of mortgage financing or any other convenience or benefit of the partnership; (3) to employ from time to time persons, firms, or corporations for the operations and management of the real property, including, without limitation, a supervisory managing agent, a building management agent, accountants, and attorneys on such terms and for such compensation as it shall determine; (4) to change and reorganize the partnership into any other legal form; and (5) to execute, acknowledge, and deliver any and all instruments to effectuate the foregoing (and not other signatures shall be required). By way of extension of the foregoing and not in limitation thereof, the General Partner shall possess all of the powers and rights of a partner in a partnership without Limited Partners under the partnership law of the State of Maryland.

(d) Any of the partners, General or Limited, may engage in or possess an interest in other business ventures of

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every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation, management, syndication, brokerage, and development of real property; and neither the partnership nor the partners shall have any right by virtue of this agreement in and to such independent ventures or to the income or profits derived therefrom. The fact that a partner, General or Limited, or a member of his family is employed by, or is directly or indirectly interested in or connected with, any person, firm, or corporation employed by the partnership to render or perform a service, or to or from whom or which the partnership shall lease the real property, shall not prohibit the General Partner from executing a lease with or employing such person, firm, or corporation or from otherwise dealing with it, and neither the partnership nor any of the partners, as such, shall have any rights in or to any income or profits derived therefrom.

(e) The Limited Partners hereby consent to any sale or other disposition, encumbrance, mortgage, or lease or any modification, extension, surrender, or cancellation of same, as the case may be, by the General Partner on behalf of the partnership, of any or all of the partnership's assets now or hereafter acquired on such terms and conditions as may be determined by the General Partner, and to employment when and

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if required of such real estate brokers, managing agents, and attorneys as the General Partner may determine, notwithstanding that any party hereto may have an interest therein.

14. Duties and Rights of Limited Partners. No Limited Partner shall participate in, or interfere in any manner whatsoever with the management of the partnership, and shall have no right or authority to act for or bind this partnership in any manner whatsoever. A Limited Partner shall have the right to withdraw his capital contribution only upon the termination of the partnership as herein set forth; provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the partnership, except liabilities to partners on account of their contributions, have been paid, or unless the partnership has assets sufficient to pay them. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution; and no Limited Partner shall have priority over any other Limited Partner either as to return of contributions to capital or as to compensation by way of income.

15. Restrictions on Assignability of a Limited Partner's Partnership Interest.

(a) No Limited Partner shall have the right to

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constitute an assignee of his partnership interest as a substituted Limited Partner unless the General Partner shall give its prior written consent, which consent or failure to give the same, in absolute discretion of the General Partner, shall be binding and conclusive upon all of the parties thereto.

(b) No Limited Partner shall sell, transfer, pledge, assign or otherwise dispose of his partnership interest without first offering to sell such partnership interest to the General Partner at a purchase price equal to the adjusted book value thereof on the last day of the month preceding the date of the offer to the General Partner. Any Limited Partner who desires to so transfer his partnership interest (hereinafter referred to as the Selling Partner) shall send the offer by certified mail, addressed to the General Partner at the principal place of business of the partnership. As soon as possible after receipt of the offer, the General Partner shall determine the adjusted book value of the partnership interest in accordance with subparagraph (e) herein and shall send this information to the Selling Partner. If the General Partner elects to purchase the partnership interest so offered, then it shall exercise its purchase rights by payment of the purchase price in cash or its equivalent to the Selling Partner at any time within sixty (60) days after receipt of the offer.

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In the event that the General Partner elects not to purchase the partnership interest of the Selling Partner, then the Selling Partner shall offer his partnership interest to Frederick R. Weisman at the same purchase price (namely, the adjusted book value of the partnership interest on the last day of the month preceding the date of the offer to the General Partner). The Selling Partner shall send such offer to Frederick R. Weisman by certified mail at his address shown on the records of partnership. If Frederick R. Weisman elects to purchase such partnership interest, then Frederick R. Weisman shall pay the purchase price in cash or its equivalent to the Selling Partner at any time within sixty (60) days after receipt of the offer.

In the event that the partnership interest of a Selling Partner is not purchased either by the General Partner or Frederick R. Weisman, then the partnership interest shall be freely transferable provided that the transferee shall be subject to the provisions of this paragraph 15.

(c) Upon death of any Limited Partner, the General Partner shall have the right to purchase the partnership interest of such deceased Limited Partner at a price equal to the adjusted book value of such partnership interest on the last day of the month preceding the date of death. As soon as

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possible after it is notified of the death of a Limited Partner, the General Partner shall determine the adjusted book value of the partnership interest of the deceased Limited Partner in accordance with subparagraph (e) herein and shall so notify the legal representative of the deceased Limited Partner. If the General Partner elects to purchase rights by payment of the purchase price in cash or its equivalent to the legal representative at any time after the date of death, but not later than sixty (60) days after it receives written notification of the death of the Limited Partner from the legal representative. Such notice shall be given by the legal representative by certified mail addressed to the General Partner at the principal place of business of the partnership.

In the event that the General Partner elects not to purchase the partnership interest of a deceased partner, then Frederick R. Weisman shall have the right to purchase the partnership interest at a purchase price equal to the adjusted book value of such partnership interest on the last day of the month preceding the date of death. Frederick R. Weisman shall exercise his purchase right by payment of the purchase price in cash or its equivalent to the legal representative at any time after the date of death but not later than sixty (60) days after receiving written notification from

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the legal representative that the General Partner has declined to exercise his purchase rights. Such notification by the legal representative shall be by certified mail addressed to Frederick R. Weisman at his address shown on the records of the partnership.

In the event that the partnership interest of a deceased partner is not purchased either by the General Partner or by Frederick R. Weisman, then the partnership interest shall be freely transferable by the legal representative provided that the transferee shall be subject to the provisions of this paragraph 15.

(d) At any time, and for any reason whatsoever, the General Partner shall have the right to purchase the partnership interest of any Limited Partner, and such Limited Partner shall be obligated to sell his partnership interest, at a purchase price equal to the adjusted book value thereof on the last day of the month preceding the date of the notification by the General Partner to such Limited Partner that it is exercising its option to purchase the partnership interest. The General Partner shall send the notification by certified mail addressed to the Limited Partner at his address shown on the partnership records. As soon as possible after the mailing of such notification, the General Partner shall determine the adjusted book

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value of the partnership interest to be purchased in accordance with subparagraph (e) herein and shall send this information to the Limited Partner. The General Partner shall make payment of the purchase price to the Limited Partner in cash or its equivalent not later than sixty (60) days after the date on which it mailed the notification to the Limtied Partner that it is purchasing the partnership interest pursuant to the provisions herein. Effective as of the date of the mailing of the purchase price to the Limited Partner, the partnership interest for such Limited Partner shall be automatically cancelled and terminated (and shall be null and void) and all rights of such Limited Partner (whose partnership interest is being purchased) shall cease and terminate. For purposes of this subparagraph (d), the term "Limited Partner" shall include an assignee of a Limited Partner or a substituted Limited Partner.

(e) The "adjusted book value" of a partnership interest shall be the book value thereof as it appears on the books and records of the partnership as of the close of business as the applicable valuation date adjusted as provided herein and shall be computed by Haskins & Sells, Baltimore, Maryland, certified public accountants regularly employed by the partnership. The computation shall be made in accordance with the

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accounting practices regularly followed by the partnership, and in cases not covered by such practices, in accordance with good accounting practices, and the following shall be observed: (i) for purposes of subparagraphs (c) and (d) above, the book value of any real estate (including improvements thereon) shall be the then present fair market value and for purposes of subparagraph (b) above, the book value of real estate (including improvements thereon) shall be its cost or the then present fair market value, whichever is lower; (ii) no value whatsoever shall be attributable to goodwill, trade name, business reputation or similar intangible assets; (iii) all accounts payable shall be valued at the face amount, less discounts to the customers and a reasonbale reserve for bad debts; (iv) all machinery, equipment, and personal property shall be assigned the value which appears on the books of the corporation; and (v) all unpaid and accrued taxes shall be deducted as liabilities. Such book value shall include and reflect the partner's capital account as of the end of the last accounting year as shown on the partnership books, increased by the partner's share of the partnership profits or decreased by his share of the partnership losses for the period from the beginning of the accounting year until the applicable valuation date, and increased by contributions and decreased by withdrawals

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during such period. In making the admustments for fair market value of real estate, the accountant shall rely upon and use the written appraisal of an independent and licensed real estate appraiser, selected by the accountant for that purpose at the expense of the partnership. A statement showing such book value, as thus adjusted, and the supporting items and computation (including but without limitation, a copy of the real estate appraisal relied on) shall be completed by the accountant and copies delivered to the General Partner and the Limited Partners. Such book value, as adjusted, as set out in the acountant's statement, shall constitute and be deemed to be the adjusted book value of the partnership interest, binding on all parties hereto.

16. Substituted Limited Partners.

(a) Anything in this agreement to the contrary notwithstanding, no assignee of the whole or any portion of a Limited Partner's interest in the Partnership shall have the right to become a substituted Limited Partner in place of his assignor, unless (1) his assignor shall designate such intention in the instrument of assignment, and (2) the written consent of the General Partner to such substitution shall be obtained, the granting or denial of which shall be within the sole and absolute

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discretion of the General Partner. However, the General Partner's Failure or refusal to grant such consent shall not affect the validy and effectiveness of any such instrument as an assignment of the right to receive Partnership distributions applicable to such interest under this agreement, provided such instrument is in form satisfactory to the General Partner, a duly executed and acknowleged counterpart is filed with the partnership, and the terms thereof are not in contravention of the provisions of subparagraph (d) of this Paragraph 16. In no event shall the consent of any of the other Limited Partners be required to effectuate such substitution.

(b) Notwithstanding the granting of the aforementioned consent by the General Partner, the admission of an assignee as a substituted Limited Partner shall be further conditioned on (i) the assignment instrument being in form and substance satisfactory to the General Partner, (ii) the assignor and assignee named therein executing and acknowledging such other instrument or instruments as the General Partner may deem necessary or desirable to effectuate such admission, (iii) the assignee's written acceptance and adoption of all of the terms and provisions of this agreement, as the same may have been amended, and (iv) such assignee paying or obligating himself to pay,

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as the General Partner may determine, all reasonable expenses connected with such admission.

(c) If the General Partner deems it to be in the best interests of the partnership, it, at its election, for any of the purposes of this agreement, may treat an assignee, who has not become a substituted Limited Partner, as a substituted Limited Partner in the place and stead of his assignor.

(d) In no event shall a limited partnership interest, or any portion thereof, be assigned or transferred to a minor or incompetent. Any such attempted assignment or transfer shall be void and ineffectual and shall not bind the partnership.

(e) A substituted Limited Partner shall have the same rights and powers, and be subject to the same restrictions and liabilities, as if he had been an original Limited Partner.

17. Withdrawal by Limited Partners. No Limited Partner shall at any time withdraw from the partnership, except as herein provided.

18. Bankruptcy, Receivership, or Liquidation of General Parter. In the event of the bankruptcy, receivership, or liquidation of the General Partner, the partnership shall be dissolved and terminated.

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19. Termination of Partnership Prior to End of Term. The partnership may be terminated by the General Partner at its sole discretion prior to the end of the partnership term after at least 90 days' prior written notice by the General Partner to each of the Limited Partners.

20. Death of Limited Partner. The death of a Limited Partner shall not dissolve the partnership nor terminate the partnership. In the event of such death, the personal representative of the deceased Limited Partner shall have all the rights of a Limited Partner in the partnership to the extent of the deceased partner's interest therein, subject to the terms and conditions of this agreement.

21. Distribution of Partnership's Assets on Dissolution.

(a) Upon the dissolution and termination of the partnership, the then General Partner shall proceed to the liquidation of the partnership and the proceeds of such liquidation shall be applied and distributed in the following order of priority:

(1) To the payment of debts and liabilities of the partnership (other than any loans or advances that may have been

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made by any of the partners to the partnership) and the expenses of liquidation.

(2) To the setting up of any reserves which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the General Partner, arising out of or in connection with the partnership. Such reserves shall be paid over by the General Partner to a national bank transacting business in the State of Maryland as escrowee, to be held by it for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and, at the expiration of such period as the General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner hereinafter provided.

(3) To the repayment of any loans or advances that nay have been made by any of

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the Partners to the partnership, but if the amount available for such repayment shall be insufficient, then pro rata on account thereof.

(4) Any balance then remaining shall be distributed among all partners, General and Limited, pro rata, in accordance with the amounts of their respective percentages in profits and losses as set forth in Paragraph 10 of this agreement.

(b) A reasonable time shall be allowed for the orderly liquidation of the assets of the partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize the normal losses attendant upon a liquidation.

(c) Each of the partners shall be furnished with a statement prepared by the partnership's then accountants, which shall set forth the assets and liabilities of the partnership as of the date of complete liquidation. Upon the General Partner complying with the foregoing distribution plan (including payment over to the bank escrowee if there are sufficient funds

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E. AUBREY COLLISON
CLERK

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therefor), the Limited Partner shall cease to be such, and the General Partner shall execute, acknowledge and cause to be filed a certificate of cancellation of the partnership.

(d) The General Partner shall not be personally liable for the return of the capital contributions of a Limited Partner, or any portion thereof. Any such return shall be made solely from partnership assets.

22. Books, Records and Reports.

(a) At all times during the continuance of the partnership, the General Partner shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each transaction of the partnership. Such books of accounts, together with a certified copy of the certificate of limited partnership and any amendments thereto, shall at all times be maintained at the principal office of the partnership and shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives.

(b) Annual statements of partnership gross receipts and operating expenses, as prepared by the partnership's accountants, shall be transmitted to each of the partners. Further, within a reasonable period after the close of each year, a

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report shall be transmitted to each partner indicating his share of the profits or losses of the partnership for such year for federal income tax purposes.

23. Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partner. All withdrawals therefrom are to be made upon checks signed by the General Partner or any designee of the General Partner.

24. Notice. All notices under this agreement shall be in writing, by certified mail, and shall be given to the parties at the addresses herein set forth and to the partnership at its principal office, or at such other address as any of the parties may hereafter designate.

25. Captions. Paragraph titles or captions contained in this agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this agreement or the intent of any provision hereof.

26. Power of Attorney.

(a) Each of the Limited Partners signatory hereto irrevocably constitutes and appoints John E. Kuhn, the true

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and lawful attorney, in his name, place and stead, to make, execute, acknowledge, and file:

1. A copy of this Certificate of Limited Partnership and Limited Partnership Agreement of Century Industrial Concern Limited Partnership as required by the laws of the State of Maryland; and

2. Any certificate or other instrument which may be required to be filed by the Partnership under the laws of the State of Maryland or which the General Partner shall deem it advisable to file; and

3. Any and all amendments or modifications of the instruments described in the preceding subdivisions (1) and (2); and

4. All documents which may be required to effectuate the dissolution and termination of the partnership;

it being expressly intended by each of the Limited Partners that the foregoing power of attorney is coupled with an interest.

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(b) the foregoing power of attorney shall survive the delivery of an assignment by any of the Limited Partners of the whole or any portion of his limited partnership interest, except that where an assignee of such limited partnership interest has been approved by the General Partner as a substituted Limited Partner, then the foregoing power of attorney of the assignor Limited Partner shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, and file any and all instruments necessary to effectuate such substitution.

(c) A similar power of attorney shall be one of the instruments which the General Partners, under Paragraph 16 hereof, shall require as assignee of a Limited Partner to execute as a condition of his admission as a substituted Limited Partner.

27. Variations in Pronouns. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, singular, or plural as the identity of the person or persons may require.

28. Agreement in Counterparts. This agreement may be executed in several counterparts and all so executed shall

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constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

29. Applicable Law. This agreement and the rights of the parties herein shall be interpreted in accordance with the laws of the State of Maryland.

30. Binding Effect. Except as herein otherwise provided to the contrary, this agreement shall be binding upon and inure to the benefit of the parties signatory hereto, their personal representatives, and assigns.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of May 28, 1985.

[Corporate Seal] Attest: Carol A. Roudabush CAROL A. ROUDABUSH Assistant Secretary	RARE PROPERTIES, INC. a Delaware corporation by John E. Kuhn JOHN E. KUHN VICE-PRESIDENT	THE GENERAL PARTNER
[Corporate Seal] Attest: Carol A. Roudabush CAROL A. ROUDABUSH Assistant Secretary	FREDERICK WEISMAN COMPANY a Delaware corporation by John E. Kuhn JOHN E. KUHN VICE-PRESIDENT	LIMITED PARTNERS
[Corporate Seal] Attest: Carol A. Roudabush CAROL A. ROUDABUSH Assistant Secretary	RARE PROPERTIES, INC. a Delaware corporation by John E. Kuhn JOHN E. KUHN VICE-PRESIDENT	
	Carol Weisman Wilson (SEAL) CAROL WEISMAN WILSON	

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STATE OF MARYLAND)
) ss:
ANNE ARUNDEL COUNTY)

On ~~May~~ June 3, 1985, before me, the undersigned Notary Public, personally appeared John E. Kuhn and Carol A. Roudabush, who acknowledged themselves, respectively to be Vice President and Assistant Secretary of Rare Properties, Inc., a Delaware corporation which is the general partner of Century Industrial Concern Limited Partnership, and that they, as Vice President and Assistant Secretary, respectively, being fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing their names as Vice President and Assistant Secretary, respectively, of Rare Properties, Inc.

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

Marlene C. Kipikas
NOTARY PUBLIC

My Commission Expires:

7/1/86

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STATE OF MARYLAND)
) ss:
ANNE ARUNDEL COUNTY)

On ~~May~~ June 3, 1985, before me, the undersigned Notary Public, personally appeared John E. Kuhn and Carol A. Roudabush, who acknowledged themselves, respectively to be Vice President and Assistant Secretary of Frederick Weisman Company, a Delaware corporation which is a Limited Partner in Century Industrial Concern Limited Partnership, and that they, as Vice President and Assistant Secretary, respectively, being fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing their names as Vice President and Assistant Secretary, respectively, of Frederick Weisman Company.

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

Marlene C Kipikas
NOTARY PUBLIC

My Commission Expires:

7/1/86

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STATE OF MARYLAND)
) ss
ANNE ARUNDEL COUNTY)

On ~~May~~ June 3, 1985, before me, the undersigned Notary Public, personally appeared John E. Kuhn and Carol A. Roudabush, who acknowledged themselves, respectively to be Vice President and Assistant Secretary of RARE PROPERTIES, INC., a Delaware corporation which is a limited partner (as well as the general partner) of Century Industrial Concern Limited Partnership, and that they, as Vice President and Assistant Secretary, respectively, being fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing their names as Vice President and Assistant Secretary, respectively, of Rare Properties, Inc.

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

Marlene C Kipikas
NOTARY PUBLIC

My Commission Expires:

7/1/86

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CITY OF SAN DIEGO)
) ss:
STATE OF CALIFORNIA)

On this 24th day of May 1985, before me, Joanne B. Johnson, the undersigned officer, personally appeared Carol Weisman Wilson, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

OFFICIAL SEAL
JOANNE B JOHNSON
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My comm. expires SEP 16, 1988

Joanne B. Johnson
NOTARY PUBLIC

My Commission Expires:

September 16, 1988

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BOOK 24 PAGE 555

Liber No: 182 - Page 520

CHANGE OF	✓
NAME	
PRINCIPAL OFFICE	
RESIDENT AGENT	
RESIDENT AGENT ADDRESS	

C03185

Cert of Alt
20A 1B

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD
TIME 9:59 MO. 6 DAY 24 YEAR 85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY A

(52)

older - make card

Webster, Chamberlain + Bean
1747 Pennsylvania N.W.
Wash., D.C. 20006

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182 PAGE 520

BOOK 24 PAGE 556

CERTIFICATE OF AMENDMENT
OF
CENTURY INDUSTRIAL CONCERN LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 24, 1985 AT 09:59 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

37

RECORDED IN LIBER 2727, FOLIO 003148 THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1947183

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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BOOK 24 PAGE 557

001149

AMENDMENT OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE KATHERINE B., LIMITED PARTNERSHIP

182 PAGE 521

THIS CERTIFICATE OF AMENDMENT is made this 18th day of June, 1985, by the undersigned.

W I T N E S S E T H

I, the undersigned, a general partner of THE KATHERINE B., LIMITED PARTNERSHIP, hereby certify that the Certificate of Limited Partnership dated December 30, 1976, filed in the Circuit Court for Anne Arundel County is hereby amended, and further certify that:

Throughout this Certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

A. "Certificate" - This Certificate of Limited Partnership.

B. "Partnership" - This Limited Partnership.

1. PARTNERSHIP NAME. The name of the Partnership shall be "KATHERINE EGGERL LIMITED PARTNERSHIP".

2. PURPOSES. The purposes for which the Partnership is formed shall be as follows:

2.1. The Partnership shall acquire, own, develop, improve, construct, subdivide, maintain, operate, manage, sell, lease, mortgage or otherwise deal in real property and improvements on real property and to exercise all powers now or hereafter conferred by the laws of the State of Maryland.

2.2. The Partnership may sell all or any part of the Property.

2.3. The Partnership may also do and engage in any and all other things and activities incident to the acquisition, holding, management, operation, leasing, development and sale of the Property.

2.4. The Partnership may engage in any other business or make any other transaction which the general partners, in their sole discretion, shall deem to be reasonably related to the furtherance of the foregoing purposes of the Partnership as a whole.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:03
E. AUBREY COLLISON
CLERK

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3. PRINCIPAL OFFICE AND RESIDENT AGENT. The address of the principal office of the Partnership is 8012 Blob's Park Road, Jessup, Maryland, 20794. The name and address of the resident agent of the Partnership in this State are Katherine B. Eggerl Peters, 8012 Blob's Park Road, Jessup, Maryland, 20794.

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4. NAMES AND ADDRESSES OF PARTNERS. The name and the home or business address of each partner is as follows:

General Partner

Katherine B. Eggerl Peters, 8012 Blob's Park Road, Jessup, Maryland, 20794.

Limited Partners

John J. Eggerl, 7946 Blob's Park Road, Jessup, Maryland, 20794.

Katherine B. Eggerl Peters, 8012 Blob's Park Road, Jessup, Maryland, 20794.

Weltha Eggerl, 7946 Blob's Park Road, Jessup, Maryland, 20794.

John J. Eggerl, as Custodian for William J. Eggerl and John D. Eggerl and Robert M. Eggerl and Theresa S. Eggerl, minors, under the Maryland Uniform Gifts to Minors Act, 7946 Blob's Park Road, Jessup, Maryland, 20794.

Max F. Eggerl, 7960 Blob's Park Road, Jessup, Maryland, 20794.

Beverly Eggerl, 7960 Blob's Park Road, Jessup, Maryland, 20794.

Max F. Eggerl, as Custodian for Edward M. Eggerl and Kenneth S. Eggerl and Scott A. Eggerl, minors, under the Maryland Uniform Gifts to Minors Act, 7960 Blob's Park Road, Jessup, Maryland, 20794.

Anna Singleton, 7948 Blob's Park Road, Jessup, Maryland, 20794.

Anna Singleton, as Custodian for Katherine T. Singleton and Thomas F. Singleton and Estate of Steven Singleton, minors, under the Maryland Uniform Gifts to Minors Act, 7948 Blob's Park Road, Jessup, Maryland, 20794.

Mary E. Marriner, 8440 Dogwood Road, Woodlawn, Maryland, 21207.

Mary E. Marriner, as Custodian for Rachel Marriner, minor, under the Maryland Uniform Gifts to Minors Act, 8440 Dogwood Road, Woodlawn, Maryland, 21207.

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Edward Marriner, 8440 Dogwood Road, Woodlawn, Maryland, 21207.

5. CASH OR OTHER CONTRIBUTIONS BY PARTNERS. The amount of cash contributed by each limited partner is as set forth as follows:

Limited Partners	Contribution	Value
Katherine B. Eggerl Peters	Real Property consisting of approximately 250 acres of land	$511,800.00
John J. Eggerl	Cash	2,500.00
Weltha Eggerl	Gift	2,750.00
John J. Eggerl, as Custodian for William J. Eggerl, John D. Eggerl, Robert M. Eggerl and Theresa S. Eggerl, minors, under the Maryland Uniform Gifts to Minors Act	Gift	2,750.00
Max F. Eggerl	Gift	2,750.00
Beverly Eggerl	Gift	2,750.00
Max F. Eggerl, as Custodian for Edward M. Eggerl, Kenneth S. Eggerl and Scott A. Eggerl, minors, under the Maryland Uniform Gifts to Minors Act	Gift	2,750.00
Anna Singleton	Gift	2,750.00
Anna Singleton, as Custodian for Katherine T. Singleton, Thomas F. Singleton and Estate of Steven Singleton, minors, under the Maryland Uniform Gifts to Minors Act	Gift	2,750.00
Mary E. Marriner	Gift	2,750.00
Mary E. Marriner, as Custodian for Rachel Marriner, minor, under the Maryland Uniform Gifts to Minors Act	Gift	2,140.27
Edward Marriner	Gift	2,750.00

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6. ASSIGNEES BECOMING LIMITED PARTNERS. The power of a limited partner to grant the right to become a limited partner to an assignee of any part of his partnership interest, and the terms and conditions of the power are as follows:

6.1. Subject to the further provisions of this Section 6 and to the consent of a majority in number of the general partners, the partnership interest of each limited partner shall be assignable, provided such assignment does not terminate the Partnership for federal income tax purposes. If the assigning limited partner so provides in the instrument of assignment, the assignee shall become a limited partner of the Partnership, provided that the assignee pays a fee not to exceed One Thousand Dollars ($1,000.00) to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the State Department of Assessments and Taxation of Maryland (the "Department").

6.2. The partnership interest owned by an assignee who has not become a limited partner, in accordance with the provisions of this Section 6, shall be assignable to the same extent as if such assignee had become a limited partner, but any such assignment shall be subject to all of the provisions of this Section 6.

6.3. In the event of an assignment pursuant to this Section 6, the Partnership shall continue with respect to the remaining partners, appropriate adjustments shall be made to their capital accounts and partnership interests to reflect the assignment of the partnership interest of the assignor partner, and an election may be made, by the general partners in their sole discretion, to adjust the basis of Partnership assets in accordance with Section 754 of the Internal Revenue Code of 1954, and the similar provisons of the tax law of any state or other jurisdiction.

6.4. Anything contained in this Certificate to the contrary notwithstanding, each of the limited partners hereby warrants and represents to the Partnership and to the general partners, jointly and severally, that the partnership interest acquired by him is being acquired by him for his own account, for investment only, and not with a view to the offer for sale or the sale in connection with, the distribution or transfer thereof. Each of the limited partners further warrants and represents to the Partnership and to the general partners, jointly and severally, that he is not participating, directly or indirectly, in a distribution or transfer of such partnership interest, nor is he participating, directly or indirectly, in the underwriting of any such distribution or transfer of such partnership interest. Each of the limited partners further warrants and represents to the Partnership and to the general partners, jointly and severally, that he will not act in any way that would constitute him to be an underwriter, within the meaning of the Securities Act of 1933 (the "Act"), of such partnership interest.

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6.5. Each of the partners hereby agrees that his partnership interest and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend of substantially the following form:

> "The securities represented by this Agrement have not been registered under either the Securities Act of 1933 (the "Act") or applicable state securities laws (the "State Acts") and shall not be sold, pledged, hypothecated, donated or otherwise transferred (whether or not for consideration) by the holder except upon the issuance to the Partnership of a favorable opinion of its counsel and/or submission to the Partnership of such other evidence as may be satisfactory to counsel to the Partnership, to the effect that any such transfer shall not be in violation of the Act and the State Acts."

Such partnership interest shall not be transferable except upon the conditions specified in this Section 6. Each of the limited partners realizes and agrees that, by becoming a limited partner in the Partnership pursuant to the terms of this Certificate and the aforesaid legend, prior to any permitted transfer of a partnership interest he shall give written notice to the general partners expressing his desire to effect such transfer and describing the proposed transfer. Upon receiving such notice, the general partners shall present copies thereof to counsel for the Partnership and the following provisions shall apply:

6.5.1. If in the opinion of such counsel, the proposed transfer of such partnership interest may be effected without registration thereof under the Act, as then in force, or any similar statute then in force, and applicable state securities law, a general partner shall promptly thereafter notify the holder of such partnership interest, whereupon such holder shall be entitled to transfer such partnership interest all in accordance with the terms of the notice delivered by such holder to the general partners, this Certificate and upon such further terms and conditions as shall be required by counsel for the Partnership in order to assure compliance with the Act and applicable state securities law.

6.5.2. If in the opinion of such counsel the proposed transfer of such partnership interest may not be effected without registration of such partnership interest under the Act and applicable state securities law, a copy of such opinion shall be promptly delivered to the holder who had proposed such transfer and such transfer shall not be made unless such registration is then in effect.

6.6. Each limited partner realizes that his partnership interest is not and will not be registered under the Act or under the Maryland Securities Act (the "State Act") and that the Partnership does not file periodic reports with the Securities and Exchange Commission pursuant to the requirements of the

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Securities and Exchange Act of 1934. Each limited partner also understands that the Partnership has not agreed with any limited partner to register his partnership interest for distribution in accordance with the provisions of the Act or the State Act, and that the Partnership has not agreed to comply with any exemption under the Act or the State Act for the sale hereafter of such securities. Hence, it is the understanding of each limited partner that by virtue of the provisions of certain rules respecting "restricted securities" promulgated under the Act, his partnership interest must be held by him indefinitely unless and until subsequently registered under the Act and applicable state securities law, unless an exemption from such registration is available, in which case such limited partner may still be limited as to the amount of his partnership interest that he may sell.

7. WITHDRAWAL PROVISIONS. The times at which or the events on the happening of which a partner may withdraw from the Partnership and the amount of, or the method of determining, the distribution to which the partner shall be entitled respecting his partnership interest, and the terms and conditions of the withdrawal and distribution are as follows:

7.1. The general partners shall not have the right to withdraw as general partners from the Partnership, and any withdrawal by a general partner shall be in breach and violation of the Limited Partnership Agreement of the Partnership and this Certificate.

7.2. A limited partner shall have the right to withdraw from the Partnership on not less than six months' prior written notice to each general partner at his address on the books of the Partnership. On a withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under the Limited Partnership Agreement of the Partnership, prorated to the date of withdrawal, but only of, as and when such distribution shall be made by the Partnership to the non-withdrawing partners; a withdrawing partner shall not be entitled to receive from the Partnership the fair value of his partnership interest in the Partnership as of the date of withdrawal. Prior to the dissolution and winding-up of the Partnership, no partner shall be entitled to receive distributions which constitute a return of any part of that partner's contribution to the Partnership or in respect of his partnership interest. Except to the extent otherwise required by the MRULPA, no partner shall be required to reimburse the Partnership or any partners for distributions made to him in excess of the amount of his contribution or for any negative balance in his capital account. No limited partner shall have any right to demand and receive property (other than cash) of the Partnership in return of his contributions. The general partners shall not be personally liable for the return or repayment of all or any portion of the contributions of any partner. Any such return or repayment shall be made solely from Partnership assets.

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8. RIGHT TO RECEIVE DISTRIBUTIONS OF PROPERTY. The rights of a partner to receive distributions of property, including cash from the Partnership, are as follows:

182 PAGE 527

8.1. For purposes of this Certificate:

8.1.1. "Net Cash Flow" shall mean:

8.1.1.1. Taxable income for federal income tax purposes as shown on the books of the Partnership including dividends, capital gains, involuntary conversions, and gains or losses from Section 1231 property, as defined in the Internal Revenue Code of 1954, and any charitable contributions, increased by (a) the amount of depreciation deductions taken in computing such taxable income, and (b) any non-taxable income received by the Partnership (not including proceeds of any loans), and reduced by (i) payments upon the principal of any indebtedness, secured or unsecured, of the Partnership, (ii) expenditures for capital improvements, additions or replacements (except to the extent financed through any Partnership indebtedness, secured or unsecured), and (iii) any cash outlays which are used in computing the Partnership's federal taxable income, such as reserves for said improvements, additions or replacements, and such reserves for repairs and reserves to meet anticipated expenses as the general partners shall deem to be reasonably necessary; plus

8.1.1.2. Any other funds deemed by the general partners to be available for distribution.

8.2. The Net Cash Flow of the Partnership, which is determined by the general partner to be distributed, shall be distributed at least annually, but no limited partner shall be entitled to any Net Cash Flow from the Partnership.

8.3. The net proceeds from the sale of all or any portion of the Property or any excess funds resulting from the placement or refinancing of any mortgage on the Property or the encumbrancing of such Property in any other manner shall be distributed to the partners in proportion to each partner's respective percentage of partnership interest.

8.4. Upon a dissolution of the Partnership the assets shall be liquidated, and the proceeds therefrom, together with assets distributed in kind to the extent sufficient therefor, shall be applied and distributed in order of priority as follows:

8.4.1. First, to creditors, including partners who are creditors, to the extent permitted by law, in satisfaction of the liabilities of the Partnership other than liabilities for distributions to partners under the Limited Partnership Agreement of the Partnership.

8.4.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

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8.4.3. Third, to the creation of any reserves which may be deemed reasonably necessary by the general partners for contingent liabilities of the Partnership (which reserves shall be held in escrow or in trust).

8.4.4. Fourth, to the partners and former partners in satisfaction of liabilities for distributions under the Limited Partnership Agreement of the Partnership.

8.4.5. The balance remaining, if any, to partners first for the return of their contributions, and second respecting their partnership interest in the proportion to each partner's respective percentage of partnership interest.

9. DISSOLUTION. The times at which or events upon the happening of which the Partnership is to be dissolved and its affairs wound-up are as follows:

9.1. The Partnership shall be dissolved and its affairs shall be wound-up upon the first to occur of any of the following events:

9.1.1. The consent of the partners whose respective percentages of partnership interest exceeds 70% in the aggregate of the total of 100% of the partnership interests of the Partnership.

9.1.2. The sale of all or substantially all of the Partnership assets.

9.1.3. The expiration of the term of the Partnership, namely, the close of business on December 29, 2025.

9.1.4. The unanimous consent of the general partners.

9.1.5. All of the general partners cease to be such.

9.1.6. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

10. CONTINUATION OF PARTNERSHIP ON WITHDRAWAL OF GENERAL PARTNER. The right of the remaining general partners to continue the Partnership on the happening of an event of withdrawal of a general partner is as follows:

10.1. The Partnership shall not be dissolved and the affairs of the Partnership shall not be wound-up upon either one or two of the general partners' ceasing to be general partners upon the happening of any of the events set forth in Section 10-402 of the MRULPA; so long as there shall be at least one general partner of the Partnership remaining, the business of the Partnership shall be continued under this express right to do so.

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IN WITNESS WHEREOF, this Amendment of Certificate of Limited Partnership has been signed this 18th day of June 1985.

WITNESS:

GENERAL PARTNER:

By Katherine B. Eggerl Peters (SEAL)
Katherine B. Eggerl Peters

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BOOK 24 PAGE 566 001158

Book 120 182 Page 539-A

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Cert of Amend
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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY.	YEAR
2:17	6	18	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

(52)
per attorney

Make card

Kaplan, Freeland et al
800 N. Charles St.
Balto, Md 21201

PM 3 JUN 18 P 2:17

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CLERKS NOTATION
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BOOK 24 PAGE 567

CERTIFICATE OF AMENDMENT
OF
KATHERINE EGGERL LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 18, 1985 AT 02:17 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

10

RECORDED IN LIBER 2726, FOLIO 001168 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1945344

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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AT5-060

CLERKS NOTATION
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DUNCAN'S FAMILY CAMPGROUND LIMITED PARTNERSHIP
AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

PREFATORY NOTE: This Amended Certificate of Limited Partnership consolidates all previous amendments of Duncan's Family Campground Limited Partnership a Maryland Limited Partnership filed with the Circuit Court of Anne Arundel County on or about May 14, 1976, and is filed on this 30th day of June, 1985 in order to conform with the Maryland Revised Uniform Limited Partnership Act (MRULPA).

This Amended Certificate of Limited Partnership is made this 30th day of June, 1985 by the undersigned parties.

W I T N E S S E T H:

I, Joan Duncan, constituting the general partner of Duncan's Family Campground Limited Partnership, hereby certify that:

Through this amended certificate, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA") shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the words which follow them:

A. Certificate - This Amended Certificate of Limited Partnership

B. Partnership - This Limited Partnership

1. Partnership Name.

The name of the Partnership shall be Duncan's Family Campground Limited Partnership.

2. Purposes.

The purposes for which the Partnership is formed shall be as follows:

A. The Partnership shall acquire land as hereinafter provided and develop and operate thereon a campground to be known as "Duncan's Family Campground."

B. The Partnership may sell all or any part of the real and/or personal properties which it owns.

C. The Partnership may do and engage in any and all other things and activities incident to the acquisition, holding, management, operation,

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:07
E. AUBREY COLLISON
CLERK

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leasing, development and sale of the aforementioned real and/or personal properties.

D. The Partnership may develop and operate the above mentioned real and/or personal properties for such other business as the General Partner may from time to time determine.

3. Principal Office.

The address of the principal office of the Partnership is 438 Lynwood Drive, Severna Park, Maryland 21146. The Partnership may have such additional offices as the General Partner deems advisable.

4. Resident Agent.

The name and address of the Resident Agent of the Partnership in this State is Theodore C. Denick, 916 Munsey Building, Baltimore, Maryland 21202.

5. Term of Partnership.

The term of the Partnership shall be from May 14, 1976 until December 31, 2010, and thereafter from year to year, unless terminated in accordance with the provisions hereinafter stated.

6. Names, Addresses and Percentage Interest of Partners.

The name, home or business address and percentage interest of each General and Limited Partner are as follows:

General Partner	Address	Percentage Interest
(1) Joan M. Duncan	438 Lynwood Drive Severna Park, MD 20820	50%

Limited Partner	Address	Percentage Interest
(1) Maryland Institutional Corporation	232 N. Liberty Street Baltimore, MD 21201	12-1/2%
(2) Albert Blank	7434 Kathydele Road Baltimore, MD 21208	2-1/2%
(3) 121 Associates - A Maryland Partnership	232 N. Liberty Street Baltimore, MD 21201	23-3/4%
(4) Sidney Brown Estate	27 Stonehenge Circle Baltimore, MD 21208	1-1/4%

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Limited Partner	Address	Percentage Interest
(5) Arnold Brown	3405 Old Post Drive Pikesville, MD 21208	2-1/2%
(6) Theodore C. Denick	916 Munsey Building Baltimore, MD 21202	2-1/2%
(7) Ruth H. Denick	916 Munsey Building Baltimore, MD 21202	1-1/4%
(8) Stanley Sachs and June Sachs as tenants by the entirties	2319 Sugarcone Road Baltimore, MD 21209	1-1/4%
(9) Jay Brown	27 Stonehenge Circle Baltimore, MD 21208	1-1/4%
(10) Mishel S. Roseman and Bernice S. Roseman as tenants by the entireties	7119 Boxford Road Baltimore, MD 21215	1-1/4%
	TOTAL PERCENTAGE INTEREST	100%

7. Cash or Other Contributions by Partners.

A. As of the date of this Certificate, the Partners have made the following cash contributions to the Partnership.

(1)	Maryland Institutional Corporation	$50,000.00
(2)	Albert Blank	$10,000.00
(3)	121 Associates	$95,000.00
(4)	Sidney Brown	$ 5,000.00
(5)	Arnold Brown	$10,000.00
(6)	Theodore C. Denick	$10,000.00
(7)	Ruth H. Denick	$ 5,000.00
(8)	Stanley Sachs and June Sachs	$ 5,000.00
(9)	Jay Brown	$ 5,000.00
(10)	Mishel S. Rosen and Bernice S. Rosen	$ 5,000.00

B. In addition, as of the date of the original certificate, Joan Duncan, General Partner contributed to the Partnership a 27.8154 acre parcel of land located on Sands Road in Anne Arundel County, Maryland,

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which is more fully described in Exhibit 1 attached hereto (the "Land"), which shall be acquired and developed in accordance with the provisions of this Agreement. The agreed value of the land is $200,000.00.

C. If additional monies are necessary for partnership purposes over and above the monies required to be invested in the Partnership pursuant to the foregoing provisions, the General Partner shall have the right (but not the obligation) to make or obtain loans for the Partnership in the amount required, bearing interest at the rate obtainable and repayable at such time as the party or parties making such loan shall require.

8. Profits and Losses.

The profits of the Partnership shall be shared among all the Partners in proportion to the percentage of their interest in the Partnership. Losses likewise shall be borne by the Partners in those same proportions; provided, however, that a Limited Partner as such shall be liable for losses of the Partnership only to the extent of actual investment made as his capital contribution to the Partnership capital.

9. Assignment of Limited Partner's Interest.

The interest of each Limited Partner in the Partnership shall be assignable subject to the following terms and conditions:

A. If the Limited Partner receives a bona fide written offer for the purchase of his interest, and is willing to accept that offer, he or she shall notify all of the other Limited Partners in writing of the receipt of said offer, enclosing a true copy of said offer. The nonassigning Limited Partner shall have the right to purchase said interest at the price and upon the terms and conditions contained in such bona fide offer. If the non-assigning Limited Partners do not desire to purchase the selling Limited Partner's interest, then the General Partner shall have the right to purchase said interest. Notice of such intention to purchase shall be given to the selling Limited Partner within thirty (30)

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days after the receipt of notice of his of her desire to sell. If neither the Limited Partners nor the General Partner desire to purchase the selling Limited Partner's interest, then the selling Limited Partner shall be at liberty to assign his interest in the Partnership to the person from whom he received the bona fide acceptable offer, at a price not below, nor upon terms more advantageous to the buyer than the price and terms contained in the bona fide acceptable offer provided to the non-assigning Limited Partners. If such sale is not made and consummated within four months after the date of such bona fide offer, the selling Limited Partner may not thereafter, dispose of his interest in the Partnership without again giving the Limited Partners or the General Partner the option to purchase his interest as previously described.

If all of the members of the Partnership (except the selling Limited Partner) shall consent thereto, the assignee shall have the right to become a substituted Limited Partner upon the payment of a fee of $100.00 to the Partnership to cover the costs and expenses of preparation, execution and recording of a Certificate of Amendment with the State Department of Assessments and Taxation of Maryland (the "Department"). In that event, the General Partner shall prepare an amendment to the Certificate to be signed and sworn by her, each of the Limited Partners, the assigning Limited Partner and the assignee. Each of the non-assigning Limited Partners does hereby appoint the General Partner as his or her true and lawful attorney in fact for him and in his name and on his behalf, sign, certify under oath, and acknowledge any and every such instrument of amendment and to execute whatever further instruments may be requisite to effect the substitution of a Limited Partner. The General Partner does hereby further agree to personally sign and swear to any such amendment and to execute whatever further instruments as may be requisite to effect the substitution of a Limited Partner. The General Partner shall attend to the due execution and recording of the amendment. Unless named in this Agreement, or unless admitted to the Partnership by the

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unanimous agreement of the Partners, no person shall be considered a Partner; and the Partnership, each Partner, and any other persons having business with the Partnerhsip, need only deal with Partners so named and so admitted. Any other persons having business with the Partnership shall not be required to deal with any other person by reason of an assignment by a Partner or by reason of the death of a Partner, except otherwise provided in this Agreement. In the absence of substitution of a Limited Partner for an assigning or deceased Limited Partner, any payment to a Partner or his executors or administrators shall acquit the Partnership of all liability to any other person who may be interested in such payment by reason of an assignment by the Partner or by reason of his or her death.

An offer, in order to be a bona fide offer within the meaning of this paragraph must be in writing and must be made by a person or corporation having sufficient financial ability to consummate the purchase of the interest so offered to be purchased. A bonafide offer must be accompanied by a good faith cash or certified check deposit of at least ten percent (10%) of the amount of the offering price with the name and home and business addresses of the offeror shown therein.

Any transferee receiving an interest pursuant to this Article shall be entitled to become a Limited Partner without the written consent of the General Partner.

9. Disbursements and Distributions to the Partners.

The Limited and General Partners agree that the rents or other funds earned by the Partnership and any other Partnership funds available for distribution shall be disbursed and/or distributed as follows:

A. On behalf of the Partnership:

1. In payment of real estate taxes or similar assessments and ground rents, if any;

2. In payment of the principal of and interest on, any indebted ness of the Partnership, including without limitation, debts of the

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Partnership owing to the Partners or any of them, in accordance with the provisions thereof;

3. In payment of any other expenses incurred in operating and holding the Partnership's real and/or personal property, including principal of and interest on any indebtedness incurred by the Partnership;

4. In retention as reserves, funds for replacement, maintenance or improvement as determined in the reasonable discretion of the General Partner.

B. Annual Distributions to the Partners:

After construction of the project is completed, the Limited Partners will be entitled to an annual distribution of cash flow equal to one-half of the cash flow from the project after paying interest at the rate of eight percent (8%) on the balance due on the second mortgage. The General Partner shall receive an annual distribution of cash flow equal to one-half of the cash flow from the project after interest on second mortgage is paid.

The term "Initial Capital Investment" shall mean the face value of Limited Partnership interest as designated in this Agreement without (a) deduction for operation losses, (b) increase by off-writing profits, or (c) reduction by return of capital through refinancing.

The term "Cash Flow" shall mean the gross receipts of cash from all sources, during any fiscal year of the Partnership, reduced by (a) all disbursements during such fiscal year, (b) unpaid expenses and accrued taxes allocable to such period and (c) reserves required for operation of the Partnership as the General Partner shall deem necessary.

10. Return of Contributions of Limited Partners.

After December 31, 2010, each Limited Partner shall have the right, upon giving to the General Partner at least six months written notice, to withdraw from the Partnership and receive the return of his capital contribution properly adjusted for his share of all profits, losses and

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distributions to the date of withdrawal, provided that the net assets of the Partnership at that time are sufficient for the payment of all Partnership debts and obligations, and for the return to each of the other Partners of his or her share of capital contribution.

11. Dissolution of the Partnership.

Any of the following acts shall dissolve the Partnership:

A. Order of the Partners: The Partnership may be dissolved at any time prior to December 31, 2010, if such dissolution is ordered in writing by all of the Partners, but not less than all.

B. The death of a General Partner shall not dissolve the Partnership.

C. The sale of all or substantially all of the Partnership property as set forth in the Agreement shall not take place unless and until the General Partner has purchased all of the Limited Partner's interest as herein provided.

D. Sale of Partnership Property: If a bona fide written offer as previously defined in the Agreement is received for the purchase of all the property of the Partnership, which offer the General Partner demands to be submitted to all Partners, and which offer is acceptable to Partners owning at least two-thirds (2/3) of the ownership interest of the Partnership such sale shall be deemed to be a proper act of dissolutionment of the Partnership and the winding up of the affairs of the Partnership shall be in accordance with the previous provision of this Agreement. The minority in interest who do not approve of the bona fide written offer must elect within ten (10) days after the sending of notice to them by the General Partner, to buy out the interest of all the Partners who approve of the offer, at proportionately the same price and on the same terms that are contained in the bona fide written offer, or to join with the majority of the Partnership interest in the sale of the property upon the terms and conditions of said offer. Such election the minority

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in interest must be made in writing and sent to the General Partner within ten (10) days of the election of the majority to accept the bona fide offer.

E. Upon the dissolution of the Partnership, whether by lapse of time or otherwise, and the winding up of its affairs, all Partners, General and Limited shall share in the distribution of the assets of the Partnership, whether in kind or resulting from liquidation and/or sale of the Partnership property in the percentages of their interests of the Partnership as set out in this Agreement.

12. Withdrawal of General Partner.

A person shall cease to be a General Partner of the Partnership in accordance with those events as enumerated in Section 10-402 and Section 10-602 of MRULPA.

13. Withdrawal of a Limited Partner.

Each Limited Partner shall have the right to withdraw from the Partnership only in accordance with this certificate and, if not altered by this certificate, in accordance with MRULPA.

14. Option to Purchase.

The General Partner is granted an option to purchase the interest of the Limited Partners until May 1, 1987. In the event the option is exercised and settled prior to May 1, 1986, the Limited Partners waive certain interest to which they would be otherwise entitled to for the period from October 1, 1984 through May 1, 1986.

15. General Partner's Salary.

The General Partner's salary shall not be more than $50,000.00 per year, and the General Partner shall have the exclusive right to determine the apportionment of the same between herself and her son, Mark Duncan.

16. Cash Flow.

Notwithstanding other provisions herein, the cash flow of the Partnership, if any, over and above all expenses shall be placed in an insured

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escrow savings account subject to the order of the General Partner and a designee of the Limited Partners, which funds are to be used for maintenance and repair of the Partnership Property.

IN WITNESS WHEREOF, this Certificate of Amendment has been signed this 28th day of June, 1985.

DUCAN'S FAMILY CAMPGROUND
LIMITED PARTNERSHIP

BY: Joan Duncan
Joan Duncan, General Partner

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BOOK 24 PAGE 578

Book No: 182 Page 540-B

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DUNCAN'S FAMILY CAMPGROUND LIMITED PARTNERSHIP AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

Cert of Amend

05

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 2:18 DAY 7 / 85

	ORG. & CAP. FEE	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	make
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

BASS & DENICK, P.A.
ATTORNEYS AT LAW
916 MUNSEY BUILDING
BALTIMORE, MARYLAND 21202

'85 JUL -1 P 2:18

182 PAGE 541

BOOK 24 PAGE 579

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CERTIFICATE OF AMENDMENT
OF
DUNCAN'S FAMILY CAMPGROUND LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 01,1985 AT 02:18 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2729, FOLIO 003460, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1953132

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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AMENDMENT TO

CERTIFICATE OF LIMITED PARTNERSHIP VOL 182 PAGE 542

OF

SHEPHERD'S DELIGHT FARM

LIMITED PARTNERSHIP

THIS CERTIFICATE is made and entered into effective for all purposes and in all respects as of this 27th day of June, 1985, by and among the undersigned general partners. This Certificate is an amendment to the Original Certificate filed on December 28, 1981, with the Clerk of the Circuit Court, Kent County, Maryland, and recorded at Liber E.H.P. No. 130, folio 171, a Land Record Book for Kent County, Maryland, as amended on December 30, 1981 and recorded at Liber E.H.P. No. 134, folio 050, and as further amended on May 30, 1982 and recorded at Liber E.H.P. No. 135, folio 298, in the said Land Record Book for Kent County, Maryland.

WITNESSETH:

Whereas the parties hereto desire to continue to own and operate a limited partnership, formed December 28, 1981 and known as SHEPHERD'S DELIGHT FARM LIMITED PARTNERSHIP (the "partnership"), under and pursuant to the Maryland Revised Uniform Limited Partnership Act and other relevant laws of the State of Maryland, specifically under the provisions of Section 10-1104(4)(i)(2), Corporations and Associations Article, Annotated Code of Maryland; and

NOW THEREFORE, the undersigned parties agree, and do hereby certify, that:

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CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:07
E. AUBREY COLLISON
CLERK

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I. The name of the partnership is "SHEPHERD'S DELIGHT FARM LIMITED PARTNERSHIP."

II. The business of the partnership shall consist of (i) acquiring beneficial ownership of certain real property, also known as Shepherd's Delight Farm (hereinafter sometime referred to as "Land"), located in Kent County, Maryland; (ii) leasing the property for the production of income; (iii) carrying on any and all activities related thereto; (iv) selling the Land, or any part thereof, for the production of income; and (v) acquiring, owning, and managing any other property or properties and assets of any kind or nature and otherwise carrying on any and all investment activities with respect thereto for the production of income. The primary business of the partnership, however, shall be the operation of Shepherd's Delight Farm for the raising of cash crops, poultry and livestock.

III. The principal place of business of the partnership shall be located at "Shepherd's Delight Farm," Route 292, Still Pond Road, Chestertown, Maryland. The partnership may have such other or additional offices as the general partners, in their sole discretion, shall deem advisable. The principal office is located at 54 State Circle, Annapolis, Maryland 21401; The resident agent is Thomas I. Noble whose address is 54 State Circle, Annapolis, MD. 21401

IV. The name and address of each partner is shown on Exhibit A attached hereto and incorporated by reference herein. (All references herein to Exhibit A are references to such Exhibit A, as amended and in effect from time to time.) Any general partner, in his capacity as general partner, shall have the right, power and authority (without regard to the term of

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the partnership), acting for or on behalf of the partnership, to lease, sell, mortgage, convey, refinance, grant easements on or dedicate the property (or any part thereof) of the partnership, to borrow money and execute promissory notes, to secure the same by mortgage (which term "mortgage" is hereby defined for all purposes of this Certificate to include a deed of trust, financing statement, chattel mortgage, pledge, conditional sales contract, security agreement, and any similar security instrument) upon such partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the partnership. In no event shall any party dealing with any such general partner with respect to any property of the partnership, or to whom any such property (or any part thereto) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced by any such general partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of the Limited Partnership Agreement of the partnership (incorporated herein by this reference and hereinafter referred to as the "Agreement") have been complied with, or be obligated or privileged to inquire into any of the terms of the Agreement, and every contract, agreement, deed, mortgage,lease, promissory note or other instrument or document executed by any such general partner with respect to any property of the partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of

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the execution and/or delivery thereof, the partnership was in full force and effect,; (ii) such instrument or document was duly executed in accordance with the terms and provisions of the Agreement and is binding upon the partnership and all of the partners thereof; and (iii) such general partner was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the partnership. Notwithstanding the foregoing, the prior approval of all partners shall be required for the sale, in a single transaction, of all or any substantial part of the Land or any other real property hereafter acquired by the partnership in the course of its business.

V. The term of the partnership commences as of the date hereof; and it shall continue until December 31, 2011, and thereafter from year to year, unless previously terminated in accordance with the provisions of the Agreement.

VI. The amount of cash or property (at its agreed value) to be contributed to the capital of the partnership by each partner is shown on Exhibit A. Except as provided in Paragraph IX hereof, no interest or any other compensation shall be paid by the partnership to any partner with respect to his capital contribution to the partnership or his capital account in the partnership.

VII. No limited partner (in his capacity as a limited partner) shall be required to make any additional capital contribution, or shall be personally liable for any losses,

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debts, obligations or liabilities of the partnership, beyond the amount set forth opposite his name on Exhibit A.

VIII. The capital account of any limited partner, properly adjusted to reflect his distributive share of partnership profits and losses and distributions by the partnership to him, shall be returned to him upon ninety (90) days' written notice by such limited partner to all other partners on or after December 31, 2010, provided the assets of the partnership are then sufficient to cover all its liabilities, including liabilities to partners in respect of their capital accounts.

IX. Gains or losses from the sale of partnership property, and the profits and losses of the partnership shall be shared or borne by the partners in the following proportion:

GENERAL PARTNERS	PERCENTAGE OF INTEREST
Eleanor B. Noble	43.3
Thomas I. Noble	43.3
LIMITED PARTNERS	
Sally N. Abbott	4.4
Elizabeth B. Gray	4.4
Kenneth H. Noble	4.4
Estate of Eleanor H. Fooks	0.2
	100.0

X. Each partner may assign his partnership interest (including his right to receive a share of the profits or other compensation by way of income and a return of his capital account); provided, however, the assignee shall not become a substituted partner of the partnership unless (i) the assigning

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partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of the Agreement and of this Certificate; (iii) the other partners so consent in writing; and (iv) the assignee pays to the partnership a fee to cover the costs and expenses of preparation, execution and recordation of an amendment to this Certificate. If all of such conditions are satisfied, the general partners shall prepare (or cause to be prepared) for recordation an amendment to this Certificate to be signed and sworn to by them by each of the limited partners, by the assigning partner and by the assignee.

XI. No right is reserved to admit additional limited partners to the partnership except in the following situations:

(a) by unanimous agreement of all partners; and

(b) in the event of the assignment by a limited partner of all or any part of his limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in Paragraph X hereof.

XII. No partner shall have priority over any other partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution, except as otherwise set forth in Paragraph IX hereof.

XIII. Except as set forth in the following sentence of this Paragraph XIII, no partner shall have the right to reform the partnership and continue its business on the withdrawal, retirement, death, dissolution, adjudication of bankruptcy, or adjudication of insanity or incompetency of any general partner except insofar as may be necessary to the dissolution and winding

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up of the affairs of the partnership. If, within six (6) months of the withdrawal, retirement, death, dissolution, adjudication of bankruptcy or insanity or incompetency of any general partner, if the remaining general partner (if there is one), or, if there is no other general partner, then the limited partners (or the survivors of them), elects to continue the partnership business, (i) the partnership shall not be dissolved; (ii) the partnership and the business of the partnership shall be continued, under and pursuant to the provisions of the Agreement (with the appointment of one or more of the above-named limited partners as general partner(s) if there is no general partner, and the Agreement and this Certificate shall be amended with such changes as are necessary or appropriate, such as the conversion of a part of a limited partnership interest into a general partnership interest); (iii) the general partnership interest owned by the general partner who has withdrawn, retired, died, been dissolved, been adjudged bankrupt, or been adjudged insane or incompetent, shall thereafter be deemed to be a limited partnership interest, and such partner (or his trustee in bankruptcy, executors or administrators, successors or assigns, or other personal or legal representative) shall thereafter be deemed to be a limited partner; and (iv) this Certificate and the Agreement shall be amended to reflect such continuation.

XIV. No limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account. Any demand for the return of a limited partner's

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capital account, if otherwise proper under the terms of Paragraph VIII hereof, shall be for cash only.

IN WITNESS WHEREOF, the undersigned general partners have hereunto affixed their signatures and seals as of the day and year first above written.

WITNESS: GENERAL PARTNERS

Virginia Mung — Eleanor B Noble (SEAL)
ELEANOR B. NOBLE

Virginia Mung — Thomas I Noble (SEAL)
THOMAS I. NOBLE

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EXHIBIT A

GENERAL PARTNERS	APPROXIMATE CAPITAL ACCOUNT	APPROXIMATE PERCENT OF INTEREST
Eleanor B. Noble	$224,500	43.3
Thomas I. Noble	$224,500	43.3
LIMITED PARTNERS		
Sally N. Abbott	$23,000	4.4
Elizabeth B. Gray	$23,000	4.4
Kenneth H. Noble	$23,000	4.4
Estate of Eleanor H. Fooks (Eleanor B. Noble Personal Representative)	$1,000	0.2
TOTAL	$519,000	100.0

Date: June 27, 1985

The residence of the general partners hereof is 54 State Circle, Annapolis, Maryland 21401. The address of the limited partners hereof is c/o 54 State Circle, Annapolis, Maryland 21401.

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Book 182 Page 530-A

BOOK 24 PAGE 589
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Cert of Amend.
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STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD
MO. DAY YEAR
12:34 6/28/85

	FORMS TAX
	RECORDING FEE
15	LIMITED PARTNERSHIP FEE
50	OTHER 1CC9P
65	TOTAL CASH ☐ CHECK ☑ APPROVED BY

old/make Card

William G Davidson
P.O. Box 4186,
Rockville, Md 20850

1985 JUN 28 P 12:34

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BOOK 24 PAGE 590

182 PAGE 551

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CERTIFICATE OF AMENDMENT
OF
SHEPHERD'S DELIGHT FARM LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 28, 1985 AT 12:34 P. O'CLOCK M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

10

RECORDED IN LIBER 2729, FOLIO 601559, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1951722

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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J.H.J. INVESTMENT COMPANY

AMENDED AND RESTATED

CERTIFICATE AND ARTICLES OF LIMITED PARTNERSHIP

(ELECTING TO BE GOVERNED BY THE
MARYLAND REVISED UNIFORM LIMITED PARTNERSHIP ACT)

THIS AGREEMENT (the "Agreement") is made this 19th day of June, 1985, by and among JANE K. SCHAPIRO and HOWARD K. COHEN, General Partners, and HOWARD K. COHEN, JOANN C. FRUCHTMAN, and MARYLAND NATIONAL BANK, TRUSTEE OF THE TRUST U/W LEROY COHEN, Limited Partners.

W I T N E S S E T H

WHEREAS, the Partners have heretofore entered into Articles of Limited Partnership and a Certificate of Limited Partnership, both dated February 20, 1979, for the formation of J.H.J. Investment Company as a Limited Partnership (the "Partnership"); and

WHEREAS, the Certificate of Limited Partnership of the Partnership was duly recorded among the Partnership Records of Baltimore City on March 21, 1979 in Liber W.A. 20, Folio 1; and

WHEREAS, an Amendment to Certificate and Articles of Limited Partnership dated December 27, 1983 was duly recorded among the Partnership Records of Baltimore City in Liber S.E.B. 7, Folio 851; and

WHEREAS, it is desired to amend and restate the Articles and Certificate of Limited Partnership of the Partnership for the

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RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:07
E. AUBREY COLLISON
CLERK

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purpose of electing to be governed by the Maryland Revised Uniform Limited Partnership Act before July 1, 1985, and making any changes, additions or deletions which may be necessary or desirable in order to conform to the terms of said Act, including, but not limited to, changing the name of the Partnership to J.H.J. Investment Limited Partnership, and designating a resident agent for the Partnership; and

WHEREAS, the foregoing recitals are hereby deemed to be a substantive part of these Amended and Restated Articles and Certificate.

NOW, THEREFORE, the Articles and Certificate of Limited Partnership of the Partnership be and they are hereby amended and restated on the day and year first above written as follows:

1. Formation of Limited Partnership. The parties hereby form a Limited Partnership pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act. Said Limited Partnership is hereinafter called the "Partnership".

2. Name. The Partnership shall be conducted under the firm name and style of J.H.J. INVESTMENT LIMITED PARTNERSHIP.

3. Character of the Business. The business of the Partnership is of an investment nature and shall be to acquire, finance, hold, invest in, maintain, operate, lease, refinance, dispose of and otherwise deal in and with real and personal property of every kind and nature. The powers and purposes herein described are not intended as a limitation of the powers of the Partnership, and the Partnership shall have the power to do all acts necessary in carrying out its purposes as permitted by applicable law.

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4. Principal Place of Business. The principal office of the Partnership shall be maintained at 115 Spa View Avenue, Annapolis, Maryland 21401, or at such other place or places as the General Partner may from time to time determine. The name and address of the Resident Agent of the Partnership is Sanford D. Schreiber, Suite 1200, One Charles Center, Baltimore, Maryland 21201. Said Resident Agent is a citizen of the State of Maryland and actually resides therein.

5. General Partners. The names and addresses of the General Partners are as follows:

Jane K. Schapiro
1 Country Lane
Annapolis, Maryland 21401

Howard K. Cohen
115 Spa View Avenue
Annapolis, Maryland 21401

6. Limited Partners. The names and addresses of the Limited Partners are as follows:

Howard K. Cohen
115 Spa View Avenue
Annapolis, Maryland 21401

JoAnn C. Fruchtman
1807 Kenway Road
Baltimore, Maryland 21209

Maryland National Bank,
Trustee of the Trust U/W LeRoy Cohen
Trust Division, Maryland National Bank
P.O. Box 987
Baltimore, Maryland 21203

7. Term. The Partnership shall come into existence on February 20, 1979 and shall continue for a period of thirty (30) years unless sooner terminated as provided herein.

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8. Contributions, Assets and Liabilities.

(a) Each Partner has contributed to the capital of the Partnership, in cash, the sum set opposite his name:

General Partners	Contribution
Jane K. Schapiro	$75,000.00
Howard K. Cohen	$15,000.00
Limited Partners	
Howard K. Cohen	$60,000.00
JoAnn C. Fruchtman	$75,000.00
Maryland National Bank, Trustee of the Trust U/W LeRoy Cohen	$75,000.00

(b) The amounts contributed by the Partners as provided in subsection (a) hereof shall be and become the capital of the Partnership. It is understood and agreed that the Partnership may require an additional contribution to its capital to bring the total contributed capital to the Partnership to Three Hundred Thousand ($300,000.00) Dollars. Consequently, each of the Partners named in Paragraphs 5 and 6 hereof agrees to make an additional contribution to the capital of the Partnership, within seven (7) days after receipt of a written request from the General Partner therefor, such contributions to be made pro-rata in proportion to their respective initial capital contributions listed in subsection (a) of this Paragraph; provided, however, that the total capital of the Partnership as a result of the initial contributions and such additional contributions shall not exceed Three Hundred Thousand ($300,000.00) Dollars.

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(c) If any Limited Partner shall advance any monies or property to the Partnership other than as provided in this Paragraph 8, the amount of such advance shall not be an increase in his capital contribution, or entitle him to any increase in his share of the profits of the Partnership, or subject him to any greater proportion of the losses which it may sustain; but the amount of any such advance shall be a debt from the Partnership to such Partner and such loan shall be repaid to him on demand with interest at the prime rate in effect at Maryland National Bank on the date on which the advance is made, unless otherwise agreed in writing. The Partnership shall be deemed to have waived the statute of limitations in any action which may be brought for the collection of any loan by a Partner to the Partnership. Amounts left undrawn in the income account of a Partner, whether voluntarily or involuntarily, shall not be deemed a debt of the Partnership to such Partner for purposes of this subsection (c).

(d) A separate capital account shall be maintained for each Partner, and except upon unanimous agreement of all Partners, or upon termination of the Partnership, or upon a pro-rata reduction of all contributions to the capital of the Partnership by a distribution of available cash in excess of the aggregate amount of the income accounts of the Partners as provided in subsection (b) of Paragraph 9 hereof, their respective capital contributions shall not be withdrawn in whole or in part.

(e) If the capital account of any Partner becomes impaired in relation to the capital account of any other Partner, i.e., the ratio between them is altered in favor of any one of them,

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the share in subsequent partnership profits of the aforesaid Partner whose capital account has become impaired shall be first credited to the capital account of such Partner until the ratios are restored to that prevailing among the initial capital contributions of all of the Partners. A negative capital account resulting from a distribution of available cash in accordance with the provisions of this Certificate, or from losses, is hereby recognized as a possibility under this Certificate and such negative capital account shall not affect a Partner's participation in the profits and losses of the Partnership.

(f) No interest shall be paid on the initial contributions to the capital of the Partnership or on any subsequent contributions to capital.

9. Profits and Losses.

(a) A separate income account shall be maintained for each Partner. The net profits and losses which may accrue from the business of the Partnership shall be divided among all of the Partners in the following proportions:

General Partners	Proportions of Profits and Losses
Jane K. Schapiro	25%
Howard K. Cohen	5%
Limited Partners	
Howard K. Cohen	20%
JoAnn C. Fruchtman	25%
Maryland National Bank, Trustee of the Trust U/W LeRoy Cohen	25%

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(b) Net profits shall be credited and net losses charged to the income accounts of the Partners, annually, except as provided in Paragraph 8 hereof in the event of impairment of a capital account. Amounts standing to the credit of Partners in their income accounts shall be paid out to the extent of available cash, provided, however, that if the cash available for distribution shall be less than the aggregate income account balances of all Partners, the Partnership shall make a distribution of available cash to all Partners pro-rata to the balances in their income accounts.

(c) All cash, including any money received upon, or by reason of, a refinancing, sale, or increasing or recasting of a mortgage on property of the Partnership, which is in excess of that required for the payment and discharge of existing mortgages and liens and the expenses thereof, exclusive of such amounts as the General Partner deems necessary to be retained as funds required for the conduct of the Partnership business (including accumulations for the purpose of future acquisitions of investment property) and for the establishment and maintenance of reasonable and prudent reserves, shall be deemed to be available cash for purposes of this Certificate. All available cash in excess of the aggregate income account balances of all Partners shall be distributed to the Partners in reduction of their respective capital accounts pro-rata to the amount thereof.

10. Books of Account; Certified Public Accountant.

(a) At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full

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and true books of account, in which shall be entered fully and accurately each transaction of the Partnership.

(b) All said books of account, together with an executed copy of the Articles of Limited Partnership, and of any amendment thereof, shall at all times be maintained at the principal office of the Partnership and shall be open during regular business hours to the reasonable examination of the Limited Partners or their representatives.

(c) The General Partner shall deliver to the Limited Partners within three (3) months after the expiration of each fiscal year a report of the examination by a Certified Public Accountant of the Partnership's financial records, such report to be unaudited and to consist of the Partnership's balance sheets, profit and loss statement, statement of change in financial position, and the accompanying note and comments thereto. In addition, the General Partner shall deliver to the Limited Partners statements of their respective distributive shares of net profits and losses and any tax deductions and credits, the right to which passes through to the Partners, categorized as required by the United States Treasury Regulations applicable to Partnerships, as well as a statement of Maryland modifications thereto, if any, together with statements showing all distributions of profit or of capital made by the Partnership to each Partner during such year.

11. Rights and Liabilities of Partners.

(a) Except as may otherwise be provided in any mortgage or other instrument evidencing an indebtedness given by the Partnership and signed by him, the liability of any Limited Partner

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for the losses of the Partnership shall be limited to his contribution to the capital of the Partnership made or pledged hereunder, and he shall not be personally liable for any debts, engagements or losses of the Partnership in any event or to any extent whatever, except out of his contribution to Partnership capital hereinabove set forth.

(b) These Articles and Certificate shall not be construed to prevent or in any way limit the unrestricted right of the General Partner and Limited Partners to be engaged in and carry on, in any form or manner, other commercial enterprises, of every nature and description, independently or with others, whether or not they compete with the Partnership and whether or not they have business dealings of any kind with the Partnership.

(c) The fact that a General or Limited Partner or a member of his or her family is directly or indirectly interested in or connected with any person, firm or corporation employed by the Partnership or which may buy merchandise or other property, or to or from which or whom the Partnership may lease property shall not prohibit the General Partner from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Partnership nor the Partners thereof shall have any rights in or to any income or profits derived therefrom.

(d) No General Partner shall be liable, responsible or accountable in damages or otherwise to any Limited Partner for any mistake of judgment or act or thing done by her in good faith within the scope of this Certificate.

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(e) The General Partners shall be entitled to receive reasonable compensation for supervisory and administrative services to the Partnership. Such compensation shall be in addition to any sums paid by the Partnership for management of its property, pursuant to subsection 12(b)(iii) hereof.

12. Powers and Duties of the General Partner.

(a) Except as herein otherwise expressly provided, the General Partner shall have the right to manage the Partnership business, to make all decisions to be made by the Partnership, and to execute all instruments individually in the Partnership name. Notwithstanding any other provision of the Articles or the Certificate, whenever two (2) persons are serving as General Partners of the Partnership, all discretion, rights and authority granted to and vested in the General Partner in the Articles and the Certificate may only be exercised in the event of the unanimous consent of both General Partners; however, the signature of either General Partner on any contract, note, deed, assignment, mortgage, title document, instrument, purchase order or other document of any type shall be sufficient to bind the Partnership.

(b) In addition to the powers herein or by law provided, the General Partner is hereby specifically authorized and vested with power in the name and on behalf of the Partnership:

(i) To enter into business associations with other persons and entities, including those in which one or more of the Partners has a separate interest, for the purpose of acquiring investment property or for other lawful business purposes.

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(ii) To enter into contracts for the acquisition of property, real or personal, or interests therein.

(iii) To enter into contracts for the management of the Partnership's property, upon such terms and conditions and with such person, firm or corporation as she deems reasonable. Any such contract may be with a person, firm or corporation in which one or more of the Partners has an interest.

(iv) To execute and deliver leases and mortgages from time to time, of any of the property of the Partnership upon such terms and conditions as she deems reasonable, and to sell any such property.

(c) The General Partner shall not have the right to sell, transfer or otherwise assign all or substantially all of the property of the Partnership without the prior written consent of Limited Partners who are entitled to receive not less than fifty (50%) percent of the profits of the Partnership.

13. Activities of Limited Partners. The Limited Partners shall take no part in the conduct or control of the Partnership's business and shall have no right or authority to act for or bind the Partnership.

14. Death of Limited Partner, Assignment of Interest of Limited Partner and Substituted Limited Partner.

(a) The interest of a Limited Partner in the Partnership shall not be assignable in whole or in part except as follows:

(i) Any Limited Partner who receives an offer to purchase all or part of his interest in the Partnership (such

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Limited Partner being called the "offeree") may not accept such offer unless he first presents the source to the remaining Partners. The Partners, or any one or more of them, shall have the right to purchase the offeree's interest in the Partnership on the terms presented, if they so notify the offeree within thirty (30) days after their receipt of notice of the offer. If such right is not timely exercised, the offeree shall be free to assign his interest in the Partnership on the terms presented to the remaining Partners; provided, however, that the transferee shall not be admitted to the Partnership as a substituted Limited Partner except with the consent of the General Partner and pursuant to the provisions of subsections (c) and (d) of this Paragraph. If the offeree and the offeror agree upon any change from the terms presented to the offeree's Partners, or if the transfer is not consummated within sixty (60) days after the expiration of the aforesaid thirty (30) day period, then the modified offer or any subsequent offer shall again be presented to the offeree's Partners pursuant to the foregoing procedure.

(ii) If a Limited Partner at any time desires to withdraw from the Partnership, he shall so inform all of the Partners in writing, and the remaining Partners shall have a period of thirty (30) days after receipt of such notice within which to elect to purchase the withdrawing Partner's interest for book value as determined by the Partnership's regularly-employed Certified Public Accountants for income tax purposes as of the end of the month prior to the month in which the election to purchase is made. The election to purchase may be made by any one or more of

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the Partners. Payment shall be made to the withdrawing Partner by a note from the purchasing Partners payable in five (5) equal annual installments, beginning one (1) year from the purchase date, with interest at six (6%) percent per annum payable annually; but any balance due may be prepaid in whole or in part at any time, and interest shall abate on the amount prepaid. If no Partner elects to purchase the interest of the withdrawing Partner, he shall be free to sell the same to a third party for any price obtainable, but no third party buyer shall be admitted to the Partnership without the consent of the General Partner, and compliance with subparagraphs (c) and (d) of this Paragraph.

(iii) Wherever remaining Partners are given the right or election to purchase the Partnership interest of another Partner hereunder, the remaining Partners shall exercise their respective rights of purchase in the proportion in which they share profits and losses of the Partnership, unless otherwise agreed by the Partners exercising the election. If any remaining Partner does not wish to exercise his portion of the right of purchase, then his portion may be exercised pro-rata by the remaining Partners.

(iv) Notwithstanding the foregoing, any individual Partner may make a transfer of all or any part of his interest in the Partnership to or for the benefit of his spouse, father, mother and/or lineal descendants, but any such transfer shall be subject to the provisions of subparagraphs (c) and (d) of this Paragraph.

(b) If a Limited Partner shall die, his executors, administrators, or trustees, or, if he shall be adjudicated insane

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or incompetent, his committee or representative shall have the same rights and obligations that such Limited Partner would have had if he had not died or had not become insane or incompetent, except that his executors, administrators, trustees, committee or representative (hereinafter sometimes called successor or successors) shall not become substituted Limited Partners without complying with the provisions of subparagraphs (c) and (d) of this Paragraph. If any trust which is a Limited Partner should terminate and its assets be distributed to the beneficiaries of the trust, the distributees shall have the same rights and obligations that such Limited Partner would have had if it had not terminated, except that the distributees shall not become substituted Limited Partners without complying with the provisions of subparagraphs (c) and (d) of this Paragraph.

(c) No permitted assignee, legatee, distributee or successor of the whole or any portion of a Limited Partner's interest in the Partnership shall have the right to become a substituted Limited Partner unless an executed or authenticated copy of the instrument of assignment specifying that such assignee, legatee, distributee or successor shall become a substituted Limited Partner is delivered to the General Partner and the receipt thereof is endorsed thereon.

(d) As further conditions to the admission of any permitted assignee, legatee or distributee (hereinafter collectively referred to as the "assignee") as a substituted Limited Partner, (i) the assignee shall execute such instruments as the General Partner may reasonably require, ratifying and agreeing to be bound by these

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Articles and Certificate, as it may have been then amended; (ii) the assignee shall pay all of the Partnership's expenses in connection with such substitution, including the expenses of preparing, filing, recording and publishing any and all amended certificates and other instruments as may be required by law or desirable in the circumstances; and (iii) all such amended certificates and instruments shall have been duly executed and recorded as required by law.

15. Successor General Partners.

(a) At any time at which there is only one General Partner of the Partnership, in the event of the death, adjudication of insanity or incompetency, adjudication of bankruptcy or insolvency of the General Partner, or the appointment of a receiver or trustee for her business or property, including her interest in the Partnership, or upon the attachment or execution on original process and sale of her Partnership interest, which is not vacated within thirty (30) days, or upon her removal as provided in subparagraph (c) of this Paragraph, or her retirement, resignation or inability or unwillingness to act for any reason as the General Partner, she shall be succeeded as General Partner as follows: The Limited Partners may select a successor General Partner by a vote of Limited Partners entitled to receive not less than fifty (50%) percent of the profits of the Partnership. If no such selection is made by such Limited Partners or if no designated successor accepts such designation within ninety (90) days after the happening of any such occurrence, then the Partnership shall be terminated as provided in Paragraph 16 hereof.

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(b) Upon the occurrence of any one or more of the events described in subparagraph (a), interest in the Partnership of the Partner to whom such event has happened shall, without further act, be converted into a Limited Partnership interest (hereinafter called the "converted interest"). Such Partner or her estate or successor in interest, as the case may be, shall remain subject to the liabilities of the Partnership existing as of the date of such conversion. In all other respects, the converted interest shall be subject to the provisions hereof as if it had originally been a Limited Partnership interest. The remaining Partner(s) shall cause an appropriate Certificate of Amendment, reflecting the change in status from General to Limited Partner, to be prepared, executed and recorded as required by law.

(c) Any General Partner may be removed as a General Partner by the unanimous vote of the other General and Limited Partners.

(d) The Partners, by their execution of these Articles and Certificate, do for themselves and their heirs, successors and assigns, hereby consent to the admission of any substituted General Partner designated pursuant to the terms and conditions of this Paragraph 15, and consent to continue as Limited Partners in the Partnership upon such event, and agree to sign and acknowledge any documents necessary to effectuate the foregoing.

16. Termination of Partnership.

(a) This Partnership shall be terminated on February 20, 2009, or sooner upon the happening of any of the following events:

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(i) An Agreement to terminate among the General Partner and/or Limited Partners who in the aggregate are entitled to receive not less than fifty (50%) percent of the profits of the Partnership.

(ii) If the General Partner shall cease to act as such for any reason, and there is no successor General Partner in accordance with the provisions of Paragraph 15 hereof.

(iii) Upon the sale by the Partnership of all real and personal property in which it has an interest.

(b) Upon any termination of the Partnership, the General Partner shall cause a statement to be prepared by the Certified Public Accountant or Certified Public Accounting firm then serving the Partnership which shall set forth the assets and liabilities of the Partnership as of the date of termination. Such statement shall be furnished to the Limited Partners within three (3) months after such termination. The assets of the Partnership shal be liquidated and the proceeds distributed in the following order of priority:

(i) To the payment of the debts and liabilities of the Partnership, other than any loans or advances that may have been made by the Partners to the Partnership, and the expenses of liquidation.

(ii) To the setting up of any reserves which the General Partner, or if there is no General Partner, then the Certified Public Accountant regularly serving the Partnership, may deem reasonably necessary to cover any contingent or unknown liabilities or obligations of the Partnership. Said reserves may be

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paid over to any attorney-at-law of the State of Maryland, or a bank or trust company doing business in said State of Maryland, as escrowee, to be held by him or it for the purpose of disbursing such reserves in payment of any of said liabilities that may become fixed and certain, with any excess to be distributed in the manner provided in subparagraphs (iii) (iv) (v), (vi) and (vii) of this subsection (d) in the same order of priority.

(iii) To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro-rata on account thereof.

(iv) To the payment of the balances remaining in the income accounts of the Partners, but if the amount available for such payment shall be insufficient, then pro-rata on account thereof.

(v) To the repayment of the capital account balances, if any, of the Partners, but if the amount available for such repayment shall be insufficient, then pro-rata among the Partners in such manner that each Partner shall receive the same proportion of his contribution to the capital of the Partnership.

(vi) Any balance remaining shall be distributed among all Partners in proportion to the share of each Partner in the profits of the Partnership.

(vii) Upon the signing and acknowledging by each Limited Partner of a Certificate of Termination of the Partnership and not until then, his respective distributive share referred to in the foregoing subparagraphs of this subsection (b) shall be paid and delivered to him.

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17. Banking.

(a) All funds of the Partnership are to be deposited in the Partnership name, in such depository or depositories as shall be designated by the General Partner.

(b) Withdrawals from any bank account of the Partnership shall be made upon such signature or signatures as the General Partner may from time to time designate.

18. Specific Performance. It is recognized by the parties that the provisions herein contained are of particular importance for the protection and promotion of their existing and future interests in the Partnership, or under these Articles and Certificate, and that in the event of any breach of these Articles and Certificate or failure to perform as required herein, a claim for monetary damages may not constitute an adequate remedy; and that it may, therefore, be necessary for the protection of the parties, their heirs, successors or assigns and for the effectuation of the provisions herein contemplated, in the event of a breach or non-performance of these Articles and Certificate, to apply for specific performance thereof. It is, accordingly, hereby agreed that no objection to the form of the action, or to the relief prayed for in any proceeding for specific performance of these Articles and Certificate, shall be raised by any General or Limited Partner, his or her heirs, successors or assigns, or by the Partnership, in order that such relief may be obtained by any aggrieved General or Limited Partner or by the Partnership.

19. Power of Attorney. Each of the Limited Partners (including each substituted Limited Partner) hereby constitutes and

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appoints the General Partner his true and lawful attorney, and in his name, place and stead to make, execute, sign, acknowledge, file, record and publish these Articles and Certificate of Limited Partnership and any other instruments and certificates as may be required under the laws of the State of Maryland, including but not limited to any duly adopted amendments to any such certificate or instrument (other than an amendment to this Certificate) and any cancellation thereof, and to include therein all information required by the laws of said State.

20. Address of Partners. Unless otherwise specified in a written notice sent by any Partner to the Partnership, the address of each Partner for all purposes shall be as set forth next to his or her name as it appears in Paragraphs 5 and 6 of this Certificate.

21. Amendment. These Limited Partnership Articles and Certificate may be amended by the affirmative vote of (i) the General Partner and (ii) Limited Partners entitled to not less than fifty (50%) percent of the profits of the Partnership.

22. Severability. In the event that any provision of these Articles and Certificate of Limited Partnership is deemed to be void or invalid by any Court of competent jurisdiction, then these Articles and Certificate of Limited Partnership shall remain in full force and effect, except for such provision.

23. Maryland Law. All questions with regard to the construction of these Articles and Certificate and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Maryland.

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24. Definitions. In the construction of these Articles and Certificate, words used in the singular shall include the plural, the plural the singular and words used in the masculine gender shall include the feminine and neuter, and vice versa, in all cases where such meanings would be appropriate.

25. Benefit. These Amended and Restated Articles and Certificate of Limited Partnership shall be binding upon and shall inure to the benefit of the parties hereto, and their respective personal representatives, successors and permitted assigns.

26. Additional General Partners. Additional General Partners may be admitted to the Partnership upon the affirmative vote of (i) the then General Partner and (ii) Limited Partners entitled to not less than fifty (50%) percent of the profits of the Partnership. In such event, any action to be taken by the General Partners shall be determined by majority vote upon their respective percentages of Partnership profits (except where otherwise provided in these Articles and Certificate), and any consent required of the General Partner hereunder shall require the consent of all such General Partners.

IN WITNESS WHEREOF, this Certificate has been executed as of the day and year first above written.

WITNESS:

Jane K. Schapiro (SEAL)
Jane K. Schapiro,
General Partner

Jane K. Schapiro

(SEAL)
Howard K. Cohen,
General and Limited Partner

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BOOK 24 PAGE 612

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WITNESS:

JoAnn C. Fruchtman (SEAL)
JoAnn C. Fruchtman,
Limited Partner

ATTEST:

James A. Owens
James A. Owens, Asst. Cashier

MARYLAND NATIONAL BANK

By: S. Allen Brough (SEAL)
Title: Vice President
Trustee of Trust U/W LeRoy Cohen,
Limited Partner

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Book No: 182 Page 573-A

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BOOK 24 PAGE 613

Cert of Amend
filed 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME		MO.	DAY	YEAR
3:18		6	27	85

	BONUS TAX	
	RECORDING FEE	
52	LIMITED PARTNERSHIP FEE	
	OTHER	
52	TOTAL	CASH ☐ CHECK ☑ APPROVED BY RCM

(52)

Make Cond

Blades + Rosenfeld
One Charles Center, 12th Fl.
Balto, Md 21201

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1985 JUN 27 P 3:17

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182 PAGE 574

BOOK 24 PAGE 614

CERTIFICATE OF AMENDMENT
OF
J.H.J. INVESTMENT LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 27,1985 AT 03:18 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

23

RECORDED IN LIBER 2729, FOL. 001268 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1951581

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gail B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

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Mail

BOOK 24 PAGE 615 000982

CERTIFICATE OF AMENDMENT

RICHMARC LEASING COMPANY LIMITED PARTNERSHIP 182 PAGE 575

THIS CERTIFICATE OF AMENDMENT is made this 26th day of June, 1985, by and between the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the General Partners and all of the Limited Partners of Richmarc Leasing Company Limited Partnership, hereby certify that:

I. The name of the Limited Partnership is Richmarc Leasing Company Limited Partnership.

II. The Certificate and Amendment of Limited Partnership dated April 7, 1981 creating Richmarc Leasing Company Limited Partnership is hereby amended by deleting Article I through Article X and substituting in lieu thereof the following:

"1. Name. The name of the Partnership shall be "RICHMARC LEASING COMPANY LIMITED PARTNERSHIP" (the "Partnership").

2. Purpose. The Partnership is formed for the primary purpose of acquiring, operating, leasing and otherwise dealing with real and personal property of all types, and to do all things necessary, convenient or incidental to the achievement of the foregoing. The Partnership shall also have the power to sell or otherwise dispose of any Partnership property. The Partnership shall not engage in any other business except as provided in this Paragraph.

3. Principal Office and Resident Agent. The principal office of the Partnership shall be located at 700 Evelyn Avenue, Linthicum Heights, Maryland 21090, or other locations designated by the General Partners. The name and address of the resident agent of the Partnership is Charles Cahn II, 9th Floor, Sun Life Building, 20 South Charles Street, Baltimore, Maryland 21201.

4. Partners. The names and home addresses of the Partners are as follows:

LAW OFFICES
OTTENHEIMER, CAHN
& PATZ, P.A.
9TH FLOOR
SUN LIFE BUILDING
BALTIMORE, MD 21201
(301) 752-8306

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:07
E. AUBREY COLLISON
CLERK

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Name	Home Address
Richard J. Lessans	11200 Valley Heights Drive Owings Mills, Maryland 21117
Marc B. Lessans	8026 Fieldstone Drive Frederick, Maryland 21701

5. Capital Contributions-Percentages of Ownership. The capital contributions of the Partners to the Partnership, which consist solely of cash, and their respective percentages of Partnership profits and losses, are as follows:

Partner	Capital Contribution	Percentage
	General Partners	
Richard J. Lessans	$1,500.00	5.00%
Marc B. Lessans	$1,500.00	5.00%

Name	Capital Contribution	Percentage
	Limited Partners	
Richard J. Lessans	$13,500.00	45.00%
Marc B. Lessans	$13,500.00	45.00%

6. Additional Limited Partner Contributions. No Limited Partner shall be required to lend any funds to the Partnership or, after his capital contribution has been fully paid, to make any further additions to his capital contribution.

7. Limited Partner Assignments. Except as provided in subparagraphs 7.1 and 7.2 hereof, no Limited Partner shall have the right to sell, transfer, assign, convey or otherwise dispose of all or any portion of his Limited Partnership interest in the Partnership or any of its assets without the express prior written consent of the General Partners.

7.1 Right of First Refusal. Before any Limited Partner may sell, assign, transfer, convey, or dispose of any portion of his Limited Partnership interest in the Partnership, he shall first offer to sell his Limited Partnership interest to the Partnership. An offer to sell shall be given by a

LAW OFFICES
OTTENHEIMER, CAHN
& PATZ, P.A.
9TH FLOOR
SUN LIFE BUILDING
BALTIMORE, MD 21201
(301) 752-8306

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notice in writing sent to the Partnership with copies to all of the other Partners. If the offeror has received a bona fide written proposal to buy from an outsider for his Limited Partnership interest, the offer to sell shall be accompanied by a copy of that bona fide written proposal, certified by the offeror to be true.

7.1.1 For a period of thirty (30) days after receipt of an offer to sell, the Partnership shall have the option to retire the entire Limited Partnership interest being offered either for the price determined pursuant to subparagraph 15.1 hereof and upon the terms contained in subparagraph 15.3 hereof, or for the price and upon the terms contained in the bona fide written proposal received by the offeror.

7.1.2 If the Partnership fails to exercise its option as to the Limited Partnership interest offered for sale, the offeror shall be free to sell, assign, transfer or dispose of all, but not less than all, of his Limited Partnership interest for a period of sixty (60) days, provided that any transferee becomes a party to this Agreement.

7.2 Permitted Transfers. Notwithstanding anything herein contained to the contrary, a Limited Partner may, at any time, sell, assign, transfer, convey, or otherwise dispose of all or any portion of his Limited Partnership interest (hereinafter collectively called "Assignment"), provided the assignee becomes a party to this Agreement, as follows:

7.2.1 In the case of a Limited Partner whose Limited Partnership interest is not held in trust, to: (a) his parent(s), spouse, siblings and/or lineal descendant(s), (b) a trust for the benefit of one or more of his parent(s), spouse, siblings and/or lineal descendant(s); or (c) a partnership in which the Limited Partner and/or his parent(s), spouse, siblings and/or lineal descendant(s) are partners.

7.2.2 In the case of a Limited Partnership interest which is held in trust, to: (a) a successor trustee, (b) the beneficiary of the trust, (c) the parent(s), spouse, siblings, and/or lineal descendant(s) of the beneficiary of the trust, (d) a trust for the benefit of one or more of the

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& PATZ, P.A.
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SUN LIFE BUILDING
BALTIMORE, MD 21201
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parent(s), spouse, siblings, and/or lineal descendants of the beneficiary of the trust.

8. Withdrawal From the Partnership. There is no right for a Partner to withdraw from the Partnership as such. However, the Partners have agreed that the following provisions shall be applicable in the event of the death, bankruptcy, or adjudication of disability of a Partner:

8.1 General Partners. Upon the death, bankruptcy or adjudication of disability of a General Partner:

8.1.1 If there is still at least one General Partner able to act, the General Partnership interest of the deceased, bankrupt or disabled General Partner shall be purchased by the surviving General Partners.

8.1.2 If there is no General Partner able to act, the Partnership shall be dissolved.

8.2 Limited Partners. Upon the death, bankruptcy or adjudication of disability of a Limited Partner, his Limited Partnership interest shall be transferred to his successor-in-interest and the successor shall become a party to this Agreement.

9. Purchase Price. In the event a Partnership interest is purchased pursuant to Subparagraphs 7.1 or 8.1 hereof, the purchase price shall be the seller's capital account increased or decreased by an amount equal to his percentage interest in the Partnership times the difference between the book value of the Partnership property and either (a) the agreed valuation for the Partnership property (pursuant to Subparagraph 9.1) or (b) the appraisal value of the Partnership property (pursuant to Subparagraph 9.2), whichever shall apply.

9.1 Agreed Price. The Partners shall have the right to unanimously agree upon the valuation of the Partnership property by executing a written agreement ("Valuation Agreement"). If there is a Valuation Agreement executed not more than one (1) year prior to the date of purchase, the Valuation Agreement shall be used in computing the purchase price.

9.2 Appraisal. In the event there is no Valuation Agreement

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executed within one (1), year the value of the Partnership property shall be determined by appraisals. The selling Partner or his personal representative, trustee or committee shall appoint one (1) appraiser within fifteen (15) days after the purchasers become obligated to purchase a Partnership interest. The purchasers shall appoint a second appraiser within fifteen (15) days thereafter. The two (2) appraisers so appointed shall jointly appoint a third appraiser within fifteen (15) days thereafter. The three (3) appraisers so appointed shall attempt to make a joint appraisal of the Partnership property. In the event they are unable to do so, they shall make separate appraisals. For the purposes of determining the value of the Partnership property, the average of the three (3) appraisals shall govern. All appraisals shall be made within ninety (90) days after the date of the selection of the last appraiser. The cost of all appraisals shall be equally divided between seller and purchasers.

9.3 Payment. The purchase price for the interest of a Partner purchased pursuant to this paragraph shall be paid in cash at the closing.

10. Distributions. For purposes of Sections 702 and 704 of the Internal Revenue Code, as amended from time to time, and any similar tax laws of the State of Maryland, each Partner's distributive share of the Partnership's income, gains, losses, deductions and credits shall be allocated among the Partners as follows:

10.1 Losses. All losses sustained by the Partnership during each fiscal year shall be allocated to all Partners, in proportion to their Capital Accounts, provided, however, that if at the time such losses are sustained, the General Partners are personally liable for any loans to the Partnership, then from and after such time as the Limited Partners' Capital Accounts are reduced to zero and continuing until such personal liability no longer exists, all such losses shall be allocated solely to the General Partners in proportion to their Capital Accounts.

10.2 Distribution of Net Cash Receipts. Distributions of Net Cash Receipts (as defined in the Partnership Agreement) of the Partnership for each

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fiscal year shall be allocated to the Partners, in proportion to their Capital Accounts, provided, however, that in any fiscal year of the Partnership in which the General Partners are personally liable for any loans to the Partnership, if there are Net Cash Receipts, and the amount of profit from operations realized by the Partnership for that fiscal year is less than the amount of the Net Cash Receipts, to the extent that distributions of such Net Cash Receipts would result in a negative Capital Account for any Limited Partner, such Net Cash Receipts shall be allocated to the General Partners, in proportion to their Capital Accounts.

10.3 Other Items. All other items shall be allocated among the Partners in proportion to their Capital Accounts.

10.4 Mid-Year Assignment. In the event of an assignment of all or part of a Partner's interest in the Partnership at any time other than at the end of a fiscal year of the Partnership, the profits, gains, losses, deductions, and credits of the Partnership allocable to the interest transferred shall be further allocated between assignor and assignee in the ratio of the number of days in the fiscal year before and after the effective date of the assignment; provided, however, that nothing herein shall preclude the assignor and assignee from making special provisions for extraordinary or nonrecurring items of profits, gain, loss or credit.

11. Return of Contributions. No Partner has any right to demand and receive property other than cash in return for his contributions.

12. Term.

12.1 The Partnership shall continue until the earlier to occur of:

12.1.1 December 31, 2050;

12.1.2 A complete disposition of its property and distribution of the proceeds thereof to the Partners as herein provided;

12.1.3 Dissolution of the Partnership pursuant to the vote of the General Partners;

12.1.4 Death, bankruptcy or disability of the last surviving General Partner. Except as expressly provided in this Agreement, the

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Partnership shall not be terminated or dissolved by the bankruptcy, retirement or other legal disability of any Partner, the assignment (whether by operation of law or otherwise) of the interest of any Partner, or any other cause whatsoever.

13. Right to Continue Partnership. The remaining Partners have agreed to continue the Partnership upon the death, bankruptcy or adjudication of disability of a General Partner."

IN WITNESS WHEREOF, the parties hereto have duly executed this Certificate under their respective seals the day and year first written above.

Witness	Richard J. Lessans, General Partner (SEAL)
Witness	Marc B. Lessans, General Partner (SEAL)
Witness	Richard J. Lessans, Limited Partner (SEAL)
Witness	Marc B. Lessans, Limited Partner (SEAL)

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Book No. 182 Page 581-A

000089

BOOK 24 PAGE 622

Cert of Amend

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16

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME		MO.	DAY	YEAR
12:02		6	27	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY

make

(52)

FILED JUN 27 P 12:02

Ottenheimer, Cahn + Patz

P.O. Box 17050

Balto, Md 21203

0000 8611

CLERKS NOTATION
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182 PAGE 582

BOOK 24 PAGE 623

CERTIFICATE OF AMENDMENT
OF
RICHMARC LEASING COMPANY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 27,1985 AT 12:02 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2729, FOLIO 000981, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1951425

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION • OF MARYLAND •

A 179982

CLERKS NOTATION
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AVAILABLE

BOOK 24 PAGE 624

000087

182 PAGE 583

CERTIFICATE OF LIMITED PARTNERSHIP

OF

GATEWATER JOINT VENTURE II LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP, Made this 12th day of June, 1985 by and among WILLIAM E. DIXON, MELVIN M. KATZ, RICHARD A. LARKIN, BARBARA LARKIN, JOHN G. NOPPINGER, CHARLES L. HALFERSTAY, RAYMOND N. SASS, DAVID C. BROWNE, RAYMOND W. PALMER, STEPHEN J. KRUPNIK, JOHN M. KRUPNIK AND JOSEPH DELLA RATTA.

WHEREAS, by Agreement made the 30th day of December, 1970, Gatewater Joint Venture II Limited Partnership was created,

WHEREAS, the Limited Partnership is electing to be bound by the Maryland Revised Uniform Partnership Act before July 1, 1985,

WHEREAS, it is the requirement of the State Department of Assessments and Taxation that the Certificate of Limited Partnership contain certain information and it is the purpose of this Certificate to conform to those requirements.

1. NAME

"GATEWATER JOINT VENTURE II LIMITED PARTNERSHIP"

2. PURPOSE

The purpose was to hold, operate, improve and lease a parcel of land that was acquired by John Hancock Mutual Life Insurance Co. from Watergate Limited Partnership.

3. PRINCIPAL OFFICE AND RESIDENT AGENT

The principal office of the Partnership is c/o William E. Dixon, 650 Ritchie Highway, Severna Park, Maryland 21146.

The Resident Agent is William E. Dixon, at 650 Ritchie Highway, Severna Park, Maryland 21146.

4. NAMES AND ADDRESS OF PARTNERS

General Partner

William E. Dixon, 650 Ritchie Highway, Severna Park, MD 21146

Limited Partners

Melvin M. Katz, 1511 Court Square Building, Baltimore, MD 21202

1985 JUN 25 A 10:02

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:08
E. AUBREY COLLISON
CLERK

51768238

0000 0613

CLERKS NOTATION
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Limited Partners (cont'd)

Richard A. Larkin, 417 Crain Highway, SE, Glen Burnie, MD 21061

Barbara Larkin, 417 Crain Highway, SE, Glen Burnie, MD 21061

John G. Noppinger, 1101-2 Fidelity Building, Baltimore, MD 21201

Charles L. Halferstay, 500 Hodges Lane, Severna Park, MD 21146

Raymond N. Sass, 22589 Esplanada Circle, West, Boca Raton, FL 33433

David C. Browne, 910 Rambling Drive, Catonsville, MD 21228

Raymond W. Palmer, 201 Baltimore-Annapolis Blvd., Glen Burnie, MD 21061

Stephen J. Krupnik, P.O. Box 97, Glen Burnie, MD 21061

John M. Krupnik, P.O. Box 97, Glen Burnie, MD 21061

Joseph Della Ratta, 1370 Lamberton Drive, Silver Spring, MD 20902

5. CAPITAL CONTRIBUTIONS

The original contributions were as follows:

William E. Dixon	$1.00
Melvin M. Katz	$1.00
Richard A. Larkin	$1.00
Barbara Larkin	$1.00
John G. Noppinger	$1.00
Charles L. Halferstay	$1.00
Raymond N. Sass	$1.00
David C. Browne	$1.00
Raymond W. Palmer	$1.00
Stephen J. Krupnik	$1.00
John M. Krupnik.	$1.00
Joseph Della Ratta	$1.00

Each Limited Partner has agreed to make additional contributions in cash as and when required by the General Partner in proportion to his respective interest in the Partnership assets.

6. ASSIGNMENT OF INTEREST OF LIMITED PARTNER

Any Limited Partner has the right to assign all or any part of his interest in the Partnership. Any assignment pursuant to this provision shall be effective only to give the assignee the right to receive the share of profits to which his assignor would otherwise be entitled; it shall not give the right to become a Substituted Limited Partner. Any assignment shall not be binding until written notice thereof is received by a General Partner.

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7. WITHDRAWAL OF LIMITED PARTNER

There is no right of withdrawal of a Limited Partner, only the right to assign the interest of a Limited Partner.

8. RIGHT OF DISTRIBUTION

All distributions, including cost, shall be made in the following percentages:

William E. Dixon	28.340%
David C. Browne	5.310%
Charles L. Halferstay	5.310%
Melvin M. Katz	14.170%
John M. Krupnik	2.655%
Stephen J. Krupnik	2.655%
Richard A. Larkin	5.315%
Barbara Larkin	5.315%
John G. Noppinger	5.310%
Raymond W. Palmer	5.310%
Joseph Della Ratta	15.000%
Raymond N. Sass	5.310%

9. DEATH, RETIREMENT OR INSANTIY OF A GENERAL PARTNER

In the event of the death, retirement or insanity of the General Partner, the Partnership shall be expeditiously terminated, provided, however, that there shall not be an immediate dissolution of the Partnership, but the Partnership shall be temporarily continued for the purposes of winding up the Partnership and liquidating the Partnership.

10. TERM

The Partnership shall continue until the 30th day of December, 1999, unless terminated earlier as provided in the Agreement.

The Partnership may be terminated by the General Partner, prior to the end of its term, after at least thirty (30) days prior written notice to each of the Limited Partners.

11. POWER OF ATTORNEY

Each of the Limited Partners hereto constitutes and appoints the General Partner the true and lawful attorney for the undersigned, to make,

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11. POWER OF ATTORNEY (cont'd)

execute, sign, acknowledge and file a Certificate of Limited Partnership or amendments thereto, and upon termination of the Partnership, a Certificate of dissolution, as required under the laws of the State of Maryland, and to include therein all information required by law of such State, and also to make, execute, sign, acknowledge and file such other instruments as may be required under the laws of the State of Maryland. The General Partners, or either of them, are authorized to take title to the real property herein referred to and to execute any and all documents related thereto on behalf of the Partnership, whether or not a Certificate of Limited Partnership has been filed prior to the date of such acceptance of title or execution of such documents, and all of the parties hereto hereby ratify and confirm any such action by either of the General Partners. The aforementioned General Partner shall convey the real property, hereinbefore referred to, to the Partnership upon the filing of a Certificate of Limited Partnership and the completion of the requisite advertising.

12. OPINION OF COUNSEL

The doing of any act or the failure to do any act by any General Partner, the effect of which may cause or result in loss or damage to the Partnership, if pursuant to opinion of legal counsel employed by the General Partners on behalf of the Partnership, shall not subject the General Partners to any liability.

13. INDEMNITY

The Partnership shall indemnify and save harmless any General Partner from any personal loss or damage incurred by him by reason of any act performed by him for and on behalf of the Partnership and in furtherance of its interests.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands either personally, or by their Attorney in Fact.

GENERAL PARTNER

William E. Dixon

LIMITED PARTNERS

Melvin M. Katz
By: William E. Dixon, Attorney in Fact

0000 8616

CLERKS NOTATION
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Richard A. Larkin 182 PAGE 587
Richard A. Larkin
By: William E. Dixon, Attorney in Fact

Barbara Larkin
Barbara Larkin
By: William E. Dixon, Attorney in Fact

John G. Noppinger
John G. Noppinger
By: William E. Dixon, Attorney in Fact

Charles L. Halferstay
Charles L. Halferstay
By: William E. Dixon, Attorney in Fact

Raymond N. Sass
Raymond N. Sass
By: William E. Dixon, Attorney in Fact

David C. Browne
David C. Browne
By: William E. Dixon, Attorney in Fact

Raymond W. Palmer
Raymond W. Palmer
By: William E. Dixon, Attorney in Fact

Stephen J. Krupnik
Stephen J. Krupnik
By: William E. Dixon, Attorney in Fact

John M. Krupnik
John M. Krupnik
By: William E. Dixon, Attorney in Fact

Joseph Della Ratta
Joseph Della Ratta
By: William E. Dixon, Attorney in Fact

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Book No: 182 - Page 587-A

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BOOK 24 PAGE 629

Cert of LP

(05)

13

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 10:02 MO. 6 DAY 25 YEAR 85

(52)

	JONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
11	OTHER 1CC-5
61	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

Certif of
Existing LP
Not on file

William Dixon
Monumental Title Bldg
Severna Pk Md 21146

0000 0618

182 PAGE 588

CLERKS NOTATION
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AVAILABLE

BOOK 24 PAGE 630

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GATEWATER JOINT VENTURE II LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:02 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

6

RECORDED IN LIBER 2728, FOLIO 000086 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948959

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179543

CLERKS NOTATION
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AVAILABLE

000043

BOOK 24 PAGE 631 182 PAGE 589

ANTIETAM ASSOCIATES LIMITED PARTNERSHIP
AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

1985 JUN 26 A 10: 31

AND

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into this day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about February 19, 1973 formed a limited partnership known as Antietam Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about February 19, 1973 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Washington County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Antietam Associates to Antietam Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51778262

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:09
E. AUBREY COLLISON
CLERK

0000 6620

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BOOK 24 PAGE 632

182 PAGE 590

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts, Individually and
as Co-Trustee for Donald G. Foery

By: Thomas C. Munz

Thomas C. Munz, Individually and
as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Donald G. Foery who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster

Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0621

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EXHIBIT "A"

ANTIETAM ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership interest
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	-
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	17.94%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	17.94%
		4.12%

LIMITED PARTNERS

James F. Durkin, III, Nominee 6210 43rd Avenue Hyattsville, Maryland 20781	$48,000.00	10.00%
W. Thomas & Irene E. Engram 5801 Pontiac Street Berwyn Heights, Maryland 20740	$24,000.00	5.00%
Raymond I. and Mary M. Finley 11017 Caron Drive Sun City, Arizona 85351	$12,000.00	2.50%
James L.& Marlene L. Kilchenstein, Jr. 2030 Kennicott Road Baltimore, Maryland 21207	$12,000.00	2.50%
Milo & Madge Knight 8813 Patricia Court College Park, Maryland 20740	$24,000.00	5.00%
George F. Kramer 10904 Ashfield Road Adelphi, Maryland 20783	$12,000.00	2.50%
Daniel A. Meyers 9254 South Quail Run Sandy, Utah 84070	$24,000.00	5.00%

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182 PAGE 592

Gail M. Lee and George S. Lee 1170 Hampton Road Annapolis, Maryland 21401	$12,000.00	
Paul C. & Loretta C. McCusker 504 Cockeys Mill Road Reisterstown, Maryland 21136	$24,000.00	5.00%
Gene M. Morris 103 N. Summit Avenue, Apt. 1 Gaithersburg, MD 20760	$24,000.00	5.00%
George L. and Carol V. Roemer 4834 Clermont Mill Road Pylesville, Maryland 21132	$12,000.00	2.50%
George Louis Roemer 7932 Elmhurst Avenue Baltimore, Maryland 21237	$12,000.00	2.50%
John D. & Lillian M. Schiavone 8921 Carlisle Avenue Baltimore, Maryland 21236	$24,000.00	5.00%
Richard H. Smith 10401 Grosvenor Place Rockville, Maryland 20852	$12,000.00	2.50%
Jackson W. & Laura R. Wilson 1928 Franklin Avenue McLean, Virginia 22101	$12,000.00	2.50%
TOTAL:	$288,000.00	100.00%

EAGLE-A
Acceptance Bond
50% COTTON FIBER

0000 6623

Book 182- Page 592-A

BOOK 24 PAGE 635

000047

CLERKS NOTATION
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AVAILABLE

Please return the original, recorded document to:

Peggie Spaulding
The Development Group
3450 Fort Meade Road
Suite 206
Laurel, Maryland 20707

Cert of Amend
05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:31	6	26	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY RM

(52)

Make Card

0000 0624

CLERKS NOTATION
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182 PAGE 593

BOOK 24 PAGE 636

CERTIFICATE OF AMENDMENT
OF
ANTIETAM ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 26, 1985 AT 10:31 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

5

RECORDED IN LIBER 2728, FOLIO 000042 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948900

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179538

CLERKS NOTATION
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000007

LAND INVESTMENTS ASSOCIATES NO. 1 LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

182 PAGE 594

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about November 23, 1970 formed a limited partnership known as Land Investments Associates No. 1 Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about ~~November 23, 1970~~ executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Frederick and Montgomery County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Land Investments Associates No. 1 to Land Investments Associates No. 1 Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

31708214

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:09
E. AUBREY COLLISON
CLERK

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BOOK 24 PAGE 638

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP 182 PAGE 595

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

By: Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

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LAND INVESTMENTS ASSOCIATES NO. 1 LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentages of Partnership Interest
GENERAL PARTNER		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$16.66	.34152600
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$16.66	.34152600
LIMITED PARTNERS		
ABERCROMBIE RAY L 5409 CROSSRAIL DRIVE BURKE, VA 22015	4,000.00	.16393400 %
ALBERT LOUIS W THE PROMENADE #12095 5225 POOKS HILL ROAD BETHESDA, MD 20014	4,000.00	.16393400 %
ALLPRESS HENRY & CATHERINE 2805 PLYERS MILL ROAD SILVER SPRING, MD 20902	4,000.00	.16393400 %
APTER THE ESTATE OF DAVID MARC L APTER - PERS REP 8 BRIAN COURT GAITHERSBURG, MD 20877	8,000.00	.32786900 %

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ASHBROOK J, DOUGLAS & MARILYN S 9412 UNION PLACE GAITHERSBURG, MD 20879	4,000.00	.16393400	%
BARNETT, JR CLYDE H & JANET W 161 MOSBY DRIVE LEESBURG, VA 22075	8,000.00	.32786900	%
BARUCH, MD, PA JACK PROFIT SHARING TRUST 5131 MASSACHUSETTS AVE BETHESDA, MD 20816	20,000.00	.81967200	%
BATTLE C TUCKER & JANE H 3800 CATHEDRAL AVE., N.W WASHINGTON, DC 20016	4,000.00	.16393400	%
BECKERLE ROBERT E 8901 FALL CHAPEL WAY POTOMAC, MD 20854	12,000.00	.49180300	%
BEESE, JR JAMES C 310 THORNHILL ROAD BALTIMORE, MD 21212	4,000.00	.16393400	%
BELT OSBORN & KATHERINE 7021 MEADOW LANE CHEVY CHASE, MD 20015	28,000.00	1.14754100	%
BRELSFORD EUGENIA B & JEAN R 4441 WELLS PARKWAY HYATTSVILLE, MD 20782	4,000.00	.16393400	%
BROOK MARGARET S 3375 S LEISURE WORLD BLVD SILVER SPRING, MD 20906	4,000.00	.16393400	%
BURGAN, III GEORGE C. & RENE 968 ST. MARGARETS DRIVE ANNAPOLIS, MD 21401	4,000.00	.16393400	%

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BOOK 24 PAGE 641 000011

BROOKS CHARLES & NANCY S 610 BOSLEY AVENUE TOWSON, MD 21204	4,000.00	.16393400 %	VOL 182 PAGE 598
CALLENDAR BERNARD M 2727 CHESLEY AVENUE BALTIMORE, MD 21234	4,000.00	.16393400 %	
CHATTERSON HARVEY R 98 GOUGH AVENUE TORONTO, ONTARIO CANADA, M4K3N8 00000	8,000.00	.32786900 %	
CEPPOS JEROME M. 17315 MELODY LANE LOS GATOS, CA 95050	2,000.00	.08196700 %	
CLIFTON ROBERT & KATHRYN 405 TERRACE WAY TOWSON, MD 21204	4,000.00	.16393400 %	
COLLINS JOHN M. & NORMA B. 14612 BROCK HALL DRIVE UPPER MARLBORO, MD 20772	4,000.00	.16393400 %	
CONNELL PETER W. & PAULINE 1339 86TH TERRACE NORTH ST. PETERSBURG, FL 33702	8,000.00	.32786900 %	
COOPER, JR. JOHN P. PINEY HILL ROAD MONKTON, MD 21111	16,000.00	.65573800 %	
CORNWELL WILLIAM & DONNA G. 5705 HALPINE ROAD ROCKVILLE, MD 20851	4,000.00	.16393400 %	
CRISPIN EDWIN A. & LILLIAN H 24 SUNNY DEL ROAD ELKTON, MD 21921	4,000.00	.16393400 %	

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CUNY, JR. THEODORE & EVELYN B. 1206 MOHAWK STREET DE RIDDER, LA 70634	4,000.00	.16393400	%
DMR ASSOCIATES, INC 16830 OAKMONT AVENUE GAITHERSBURG, MD 20760	20,000.00	.81967200	%
DANN, JR. ROSCOE E. & ELFRIEDE 6126 BRIGHT PLUME COLUMBIA, MD 21044	12,000.00	.49180300	%
DEL PRIORE JAMES S. 13 MARYLAND AVENUE GAITHERSBURG, MD 20760	4,000.00	.16393400	%
DEL PRIORE PETER ROUTE 2, BOX 640A AFTON, VA 22920	4,000.00	.16393400	%
DELLAPA MICHAEL J. & MARY LOU 5 OVERPOND COURT POTOMAC, MD 20854	4,000.00	.16393400	%
DICKSON WAYNE H. & JOAN J. 4124 SIR WALTER ROAD OLNEY, MD 20832	4,000.00	.16393400	%
DIXON BRENT L. 8318 HIGHCLIFFE COURT ANNANDALE, VA 22003	6,000.00	.24590200	%
DONALD DOUGLAS W. C/O H. A. DONALD 336 UNIVERSITY BLVD. WEST SILVER SPRING, MD 20901	4,000.00	.16393400	%
DONALD DR. HOWARD A. 7525 ROYAL DOMINION DRIVE BETHESDA, MD 20817	8,000.00	.32786900	%

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DONALD LINDA K. 8316 ROANOKE AVENUE, APT. #3 TAKOMA PARK,	MD 20912	4,000.00	.16393400 %
DOUGLAS MARGARET ANN 10203 PARKWOOD DRIVE KENSINGTON,	MD 20795	4,000.00	.16393400 %
DOYLE THOMAS & IRENE F. 3331 KREITLER ROAD FOREST HILL,	MD 21050	4,000.00	.16393400 %
DURKIN, III JAMES F. 6210 43RD AVENUE HYATTSVILLE,	MD 20781	4,000.00	.16393400 %
EKLUND JOHN M. & ZARA Z. 2051 44TH TERRACE, S.W GOLDEN GATE NAPLES,	FL 33999	4,000.00	.16393400 %
ENGRAM W. THOMAS 5801 PONTIAC STREET BERWYN HEIGHTS,	MD 20740	8,000.00	.32786900 %
EVANS VERNON & KATHLEEN R 4 MIDCREST COURT TOWSON,	MD 21204	8,000.00	.32786900 %
FARB MYRON & HELEN 15408 AYLESBURY STREET SILVER SPRING,	MD 20904	4,000.00	.16393400 %
FINLEY RAYMOND & MARY M. 11017 CARON DRIVE SUN CITY,	AZ 85351	4,000.00	.16393400 %
FISCHER, III JOHN F. A. 1605 TREBOR COURT LUTHERVILLE,	MD 21093	4,000.00	.16393400 %

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GORDON GERALDINE 7018 MARGUERITE COURT ANNANDALE, VA 22003	2,000.00	.08196700	%
FOERY DAVID S. & HELEN M. 606 MORNING GLORY AVENUE HOLLAND, PA 18966	4,000.00	.16393400	%
FOERY NICHOLAS P. O. BOX 581 NASSAU, DE 19969	12,000.00	.49180300	%
SALENGER MARCIA R. 9039 SLIGO CREEK PARKWAY #1601 SILVER SPRING, MD 20901	8,000.00	.32786900	%
FULLERTON DAVID C. & DOROTHY A 14600 COBBLESTONE DRIVE SILVER SPRING, MD 20904	4,000.00	.16393400	%
GALE MARY H. 14 K RAMBLING OAKS WAY BALTIMORE, MD 21228	4,000.00	.16393400	%
GALE ROBERT A. & JUDITH 14716 JANICE DRIVE ROCKVILLE, MD 20853	4,000.00	.16393400	%
GELMAN STANLEY B. 10158 WINDWARD WAY N. JACKSONVILLE, FL 32216	4,000.00	.16393400	%
GIBBONS, M.D M. DAVID 6669 BARNABY STREET, N.W. WASHINGTON, DC 20015	8,000.00	.32786900	%
GIBBONS MYLES J. 2404 COUNTRYSIDE DRIVE SILVER SPRING, MD 20904	20,000.00	.81967200	%

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GIBBONS TODD M. 12 O'NEILL DRIVE GAITHERSBERG, MD 20877	16,000.00	.65573800 %	182 PAGE 602
KLEIN ELIHU & SELMA 5616 HAWTHORN STREET CHEVERLY, MD 20785	20,000.00	.81967200 %	
GOLDSTEIN MARTIN W. 10701 DUNDAS OAK COURT BURKE, VA 22015	4,000.00	.16393400 %	
GOLDSTEIN NORMAN 10809 BURR OAK COURT BURKE, VA 22015	8,000.00	.32786900 %	
GORDON DAVID S. 2220 IVERSON STREET HILLCREST HEIGHTS, MD 20031	2,000.00	.08196700 %	
GOSSOM RICHARD B. & ALICE H 3204 WYNFORD DRIVE FAIRFAX, VA 32031	8,000.00	.32786900 %	
GOSSOM RICHARD H. & MARY L ROUTE I, BOX C-36 CHESTER, NJ 07930	8,000.00	.32786900 %	
GRAHAM DOUGLAS R. 6809 ALLVIEW DRIVE COLUMBIA, MD 21046	4,000.00	.16393400 %	
GRAY WILLIAM P. & EDNA M. 1727 SOUTH JULIANA AVENUE LOVELAND, CO 80537	20,000.00	.81967200 %	
GREGG FUMIKO N. 3023 CEDAR HILL ROAD FALLS CHURCH, VA 22042	4,000.00	.16393400 %	

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GUANTI JOHN A. & BETTY P. 9810 GUNFORCE ROAD PERRY HALL, MD 21128	4,000.00	.16393400 %	182 PAGE 603
HAAS RICHARD T & BARBARA B 4205 STAFFORD ROAD OLNEY, MD 20832	4,000.00	.16393400 %	
HAIFLICH EDWIN N. 3012 SPARK LANE BOWIE, MD 20715	4,000.00	.16393400 %	
HAIFLICH NORMAN & MARY LOUISE 3012 SPARK LANE BOWIE, MD 20715	24,000.00	.98360700 %	
HAMMANN ESTATE OF MARY 104 BROOKRIDGE COURT TIMONIUM, MD 21093	8,000.00	.32786900 %	
HANBURGER, JR. CHRISTIAN & EVELYN W 12004 KINGFIELD COURT UPPER MARLBORO, MD 20870	8,000.00	.32786900 %	
HANNS WILLIAM A. 4508 SUNFLOWER DRIVE ROCKVILLE, MD 20853	12,000.00	.49180300 %	
HANSCOM ERNEST N & MARGARET R 6903 96TH AVENUE SEABROOK, MD 20801	12,000.00	.49180300 %	
HANYOK JOSEPH 15749 MILLBROOK LANE LAUREL, MD 20707	8,000.00	.32786900 %	
HANYOK ROBERT J. 15749 MILLBROOK LANE LAUREL, MD 20707	4,000.00	.16393400 %	

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HARCLERODE, II HOWARD C. 1 COUNTRY CLUB LANE PHOENIX, MD 21131	4,000.00	.16393400 %	182 PAGE 604
HARCLERODE PHILIP 4219 BIRCH DRIVE HUNNINGTON, MD 20639	4,000.00	.16393400 %	
HARMAN ELAINE D. 1111 NOTLEY ROAD SILVER SPRING, MD 20904	2,000.00	.08196700 %	
HAWS JOHN M. & MARGARET S 4201 WESTVIEW ROAD BALTIMORE, MD 21218	4,000.00	.16393400 %	
HAYLECK, JR. CHARLES R. & MARCIA B 3110 GUMWOOD DRIVE HYATTSVILLE, MD 20783	4,000.00	.16393400 %	
HERRICK THOMAS R. 3808 WARREN STREET, N.W WASHINGTON, DC 20016	4,000.00	.16393400 %	
HOLMBOE ERNEST L./CAROL ANN 3616 PATRICK HENRY DRIVE OLNEY, MD 20832	8,000.00	.32786900 %	
HOLT HILARY H. & BILLY C. 1937 BURKE MILL ROAD WINSTON-SALEM, NC 27103	20,000.00	.81967200 %	
HOPPES JOHN D. K. & SUE 516 CONVENTRY ROAD TROY, IL 62294	8,000.00	.32786900 %	
HORAN, JR. JAMES & GENEVIEVE 3673 FIRST AVENUE EDGEWATER, MD 21037	16,000.00	.65573800 %	

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HUMMER ERNEST W. & RUTH		8,000.00	.32786900 %
P. O. BOX 310			182 PAGE 605
FAIRFAX,	VA 22030		000018
INGBERG NORVAL O. & MIRIAM J		8,000.00	.32786900 %
7032 DONNA CIRCLE			
ANNANDALE,	VA 22003		
INTERFACE INC		8,000.00	.32786900 %
PENSION TRUST FUND 2066 NORTH 14TH STREET			
ARLINGTON,	VA 22201		
JELLEMA WILLIAM W. & LOIS A		16,000.00	.65573800 %
21 MONTICELLO LANE			
STORRS,	CT 06268		
JOHNSON DR. DAVID L. & SUSAN		4,000.00	.16393400 %
47345 GALINDO DRIVE			
FREMONT,	CA 94539		
KAIFER KENNETH J		16,000.00	.65573800 %
340 PRESWAY ROAD			
TIMONIUM,	MD 21093		
KAMMERER CARLTON & PATRICIA M		8,000.00	.32786900 %
ROUTE 216, BOX 140			
HIGHLAND,	MD 20777		
KEVER DR. D. M.		4,000.00	.16393400 %
1407 RUATAN STREET			
LANGLEY PARK,	MD 20783		
KILCHENSTEIN JAMES & MARLENE L.		4,000.00	.16393400 %
2030 KENNICOTT ROAD			
BALTIMORE,	MD 21207		
KLEIN STEVEN & RUTH		20,000.00	.81967200 %
5616 HAWTHORN STREET			
CHEVERLY,	MD 20785		

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KNIGHT MILO C. & MADGE Z. 8813 PATRICIA COURT COLLEGE PARK, MD 20740	12,000.00	.49180300	%
KRAMER KENNETH & AUDREY C. 10300 GAINSBOROUGH ROAD POTOMAC, MD 20854	4,000.00	.16393400	%
KRUG WARREN J AND MARY M. P. O. BOX 133 DUNKIRK, MD 20754	4,000.00	.16393400	%
LARSON LARRY COOK 7591 ANNAPOLIS ROAD LANDOVER HILLS, MD 20784	4,000.00	.16393400	%
LEAGUE, JR. FRANCIS D. 6803 TREXLER ROAD LANHAM, MD 20706	20,000.00	.81967200	%
LOCKMAN ALAN J. 45 WEST LENOX STREET CHEVY CHASE, MD 20815	8,000.00	.32786900	%
LUMSDEN ROBERT & VALERIE B. 13437 YORKTOWN DRIVE BOWIE, MD 20715	4,000.00	.16393400	%
LYMAN DOROTHY S. 5005 MASSACHUSETTS AVE BETHESDA, MD 20816	12,000.00	.49180300	%
EPIFANIO PATRICIA C. MICHAEL J MACGEORGE 221 WELFORD ROAD LUTHERVILLE, MD 21093	4,000.00	.16393400	%
MADDOCK RICHARD 4400 POPLAR MEMPHIS, TN 38117	4,000.00	.16393400	%

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MADDOX MARCIA M. 6109 RAMSHORN PLACE MCLEAN, VA 22101	4,000.00	.16393400	%
MADDOX THOMAS & SUSAN 406 GREEN PASTURE DRIVE ROCKVILLE, MD 20852	4,000.00	.16393400	%
MALACHOVSKY JOHN & DORTHEA A. 4223 75TH AVENUE HYATTSVILLE, MD 20784	4,000.00	.16393400	%
MANNION JOHN F. & SAUNDRA 13305 ADAMS PLACE LAUREL, MD 20707	8,000.00	.32786900	%
MARLEY-WHITEFORD CATHERINE 412 RANGE ROAD TOWSON, MD 21204	4,000.00	.16393400	%
MAY DEREK A. & BRENDA L. 8347 SAIL CIRCLE PASADENA, MD 21122	4,000.00	.16393400	%
MCCUSKER PAUL C. & LORETTA 504 COCKEYS MILL ROAD REISTERTOWN, MD 21136	8,000.00	.32786900	%
MCCUTCHEON JOHN W. & SIGRID B. 12229 TILDENWOOD DRIVE ROCKVILLE, MD 20852	4,000.00	.16393400	%
MCGAUGHAN STANLEY & VIRGINIA S 11509 HORNFAIR COURT POTOMAC, MD 20854	4,000.00	.16393400	%
MCGINN, JR. BERNARD & ELEANOR B. 1 BROMWELL COURT COCKEYSVILLE, MD 21030	4,000.00	.16393400	%

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MCGRAIN, JR. JOHN W. 34 WILLOW AVENUE TOWSON, MD 21204	12,000.00	.49180300	%
MCKEAN RICHARD D. & JOYCE A P. O. BOX 602 LA PLATA, MD 20646	4,000.00	.16393400	%
MENSING RICHARD & KAREN A. 321 EDENBERRY COURT RICHMOND, VA 23235	4,000.00	.16393400	%
MERTON ADRIAN & OLVINA T. 12005 AUGUSTA DRIVE GLENN DALE, MD 20769	16,000.00	.65573800	%
MEYERS DANIEL & THERESA ANN 9254 SOUTH QUAIL RUN SANDY, UT 84070	4,000.00	.16393400	%
MICKLITSCH MAX S. & MARY P. 8613 DARBY PLACE BETHESDA, MD 20817	16,000.00	.65573800	%
MIDDLETON KENNETH D. 4914 49TH AVENUE EDMONSTON, MD 20781	8,000.00	.32786900	%
MILLER RODNEY & EDITH H. 2714 31ST STREET, S.E #C662 WASHINGTON, DC 20020	4,000.00	.16393400	%
MILLER RONALD & GAYLE 2200 ADVENTURINE WAY SILVER SPRING, MD 20904	8,000.00	.32786900	%
MILLER DR. WALTER M. 11213 BROAD GREEN DRIVE POTOMAC, MD 20854	8,000.00	.32786900	%

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MORRIS GENE M. 6E 81 IRVING PLACE NEW YORK,	NY 10003	4,000.00	.16393400 %
MUNZ WALTER A. 1100 8TH AVENUE SOUTH NAPLES,	FL 33940	4,000.00	.16393400 %
NICHOL HENRY F. 9616 ACCORD DRIVE POTOMAC,	MD 20854	16,000.00	.65573800 %
NORRIS THOMAS & JAMES 8910 WALDEN ROAD SILVER SPRING,	MD 20901	6,000.00	.24590200 %
NUGENT GEORGE E. 321 SCHAFFER AVENUE APT. A-12 SYRACUSE,	NY 13206	4,000.00	.16393400 %
OLYMPIC INVESTMENT CLUB W. W. HANCOCK, TREASURER 6753 DICKERSON ROAD DICKERSON,	MD 20842	8,000.00	.32786900 %
ORSEGA JOHN M. & KAREN L. 12401 TAMPICO WAY SILVER SPRING,	MD 20904	4,000.00	.16393400 %
PATRICK SHARON L. C/O MCKINSEY & CO 55 EAST 54ND STREET NEW YORK,	NY 10022	8,000.00	.32786900 %
NORRIS JAMES & THOMAS 8910 WALDEN ROAD SILVER SPRING,	MD 20901	6,000.00	.24590200 %
PENZINER BERNARD A. #47, THE CRESCENT BERKELEY,	CA 94708	4,000.00	.16393400 %

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BOOK 24 PAGE 653 000023

PETERS F. DOUGLAS & VIRGINIA 8403 NORWOOD DRIVE MILLERSVILLE. MD 21108	4,000.00	.16393400	%
MAC DONALD PHILIP E. & KAREN L 3495 S. CRESTWOOD LANE IDAHO FALLS. ID 83401	4,000.00	.16393400	%
PHILLIPS CRAB HOUSE, INC PHILLIPS CRAB HOUSE OCEAN CITY. MD 21842	8,000.00	.32786900	%
PRICE DOUGLAS & JOAN D. 4201 DUNNELL LANE KENSINGTON. MD 20795	8,000.00	.32786900	%
PURSELL ARTHUR H. 1405 29TH STREET, S.E WASHINGTON. DC 20020	4,000.00	.16393400	%
RANDALL HERBERT & JULIA F. 10305 ROYAL ROAD SILVER SPRING. MD 20903	8,000.00	.32786900	%
RANNEY RICHARD & BARBARA W 1304 NAMASSIN ROAD ALEXANDRIA. VA 22308	4,000.00	.16393400	%
RAO JAGONMOHAN & KRISHNA 6509 DAWNWOOD DRIVE LANHAM. MD 20801	4,000.00	.16393400	%
REDMOND JOHN M. 1154 RIVERVIEW DRIVE CAPE ST. CLAIR. MD 21401	4,000.00	.16393400	%
RESSIN DR. NORMAN R. 9620 TRAILRIDGE TERRACE POTOMAC. MD 20854	2,000.00	.08196700	%

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RESSIN RICKY P.		2,000.00	.08196700 %
9620 TRAILRIDGE TERRACE			
POTOMAC,	MD 20854		
RUMBAUGH JEFFREY H.		12,000.00	.49180300 %
2916 NEW CASTLE AVENUE			
SILVER SPRING,	MD 20910		
ROCHE SIDNEY H. & HARRIETTE		8,000.00	.32786900 %
8 COVERT COURT			
LUTHERVILLE,	MD 21093		
ROEMER GEORGE & CAROL V.		8,000.00	.32786900 %
4834 CLERMONT MILL ROAD			
PYLESVILLE,	MD 21132		
ROEMER LYDIA M. & GEORGE L.		4,000.00	.16393400 %
7932 ELMHURST AVENUE			
BALTIMORE,	MD 21237		
ROGERS ALBERT G & PHYLLIS F		4,000.00	.16393400 %
121 WILDERNESS ROAD			
HAMPTON,	VA 23669		
ROHR DONALD F. & PHYLLIS J		20,000.00	.81967200 %
4804 NORTHRIDGE PLACE			
ALBUQUERQUE,	NM 87111		
ROSENBUSH, JR. LOUIS & ALICE		4,000.00	.16393400 %
3502 WOODVALLEY DRIVE			
PIKESVILLE,	MD 21208		
RUF RAYMOND E. & CAROLYN		4,000.00	.16393400 %
1401 KERSEY LANE			
ROCKVILLE,	MD 20854		
SALSBURY DONALD & MIRIAM V.		4,000.00	.16393400 %
3917 YARMOUTH LANE			
BOWIE,	MD 20715		

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SALTZBERG MELVIN & CHARLOTTE 8418 SNOWDEN OAKS PLACE LAUREL, MD 20708	12,000.00	.49180300 %	182 PAGE 612
SAMAAN MAURICE P. O. BOX 948 AMAGANSETT, NY 11930	4,000.00	.16393400 %	
SANFORD GILBERT 8803 LITTLEWOOD ROAD BALTIMORE, MD 21234	8,000.00	.32786900 %	
SCHAFF MARK E. C/O VIRGINIA L SCHAFF 9700 HILLRIDGE DRIVE KENSINGTON, MD 20795	20,000.00	.81967200 %	
SCHIAVONE JOHN & LILLIAN M. 8921 CARLISLE AVENUE BALTIMORE, MD 21236	20,000.00	.81967200 %	
SAVAGE MILLER MARILYN 4373 EMBASSY PARK DR. NW WASHINGTON, DC 20016	16,000.00	.65573800 %	
SEIPP, JR. DDS JOSEPH H. 4100 S. CHARLES STREET BALTIMORE, MD 21218	16,000.00	.65573800 %	
SEMESKY GUSTAV & HILDA L. 2139 NORTH PULASKI STREET BALTIMORE, MD 21217	4,000.00	.16393400 %	
SHAFER RICHARD 9709 BEACH MILL ROAD GREAT FALLS, VA 22066	8,000.00	.32786900 %	
SHARP JOHN 9240 THREE OAKS DRIVE SILVER SPRING, MD 20901	8,000.00	.32786900 %	

CLERKS NOTATION
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SIBALIK PAUL 417 COUNCIL DRIVE, N.E VIENNA, VA 22180	8,000.00	.32786900	%
SILVERMAN JOHN & MARY 4870 RESERVOIR ROAD, N.W WASHINGTON, DC 20007	4,000.00	.16393400	%
SKOLL, JR. HARRY C/O H. A. SKOLL 12709 LAMP POST LANE POTOMAC, MD 20854	8,000.00	.32786900	%
SMITH WAYNE & MARY F. 12404 PRETORIA DRIVE SILVER SPRING, MD 20904	4,000.00	.16393400	%
SMITH ANN P. 212 RIVERSIDE ROAD EDGEWATER, MD 21037	8,000.00	.32786900	%
BROWN FRANK & AURELIA 7100 RADNOR ROAD BETHESDA, MD 20034	12,000.00	.49180300	%
BROWN STANLEY M. 1424 SYLVAN LANE SCOTCH PLAINS, NJ 07076	8,000.00	.32786900	%
BUFTON JACK LYTLE 14055 HOWARD ROAD DAYTON, MD 21036	8,000.00	.32786900	%
BUNN DAVID A. & MARILYN L 10305 DICKENS AVENUE BETHESDA, MD 20014	4,000.00	.16393400	%
BYERS, JR. CHARLES S. & INA F. 91-4 EDGEMONT AVE. SHELBY, NC 28150	4,000.00	.16393400	%

CLERKS NOTATION
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SNYDER MONROE & ANNE R. 1500 NORTHCREST DRIVE SILVER SPRING. MD 20904	4,000.00	.16393400	%
SNYDER RICHARD & BARBARA A. 19740 GREENSIDE TERRACE GAITHERSBURG. MD 20760	8,000.00	.32786900	%
STECHER FREDERICK P. 7290 STEWART DRIVE EDEN PRAIRIE. MN 55344	8,000.00	.32786900	%
STECHER JOSEPH L. & FRANCES 1209 GREENHILL AVENUE WILMINGTON. DE 19809	4,000.00	.16393400	%
STECHER, III JOSEPH L. & HELEN 1062 RED MAPLE COURT DAVIDSONVILLE. MD 21035	4,000.00	.16393400	%
STERSCHIC ROBERT & JOANNE 3713 LIGON ROAD ELLICOTT CITY. MD 21043	4,000.00	.16393400	%
STOTLER MICHAEL E & TERESA A 1408 LANGFORD ROAD BALTIMORE. MD 21207	4,000.00	.16393400	%
SUNDERGILL JOHN R. 1186 N. MARKET STREET FREDERICK. MD 21701	2,000.00	.08196700	%
SWEENEY BERNARD J. 324 TUNBRIDGE ROAD BALTIMORE. MD 21212	12,000.00	.49180300	%
SWINDLE DUANE & ETHEL M. 19516 TIBER COURT GAITHERSBURG. MD 20879	8,000.00	.32786900	%

	4,000.00	.16393400 %
TURK, JR. TRUST HERBERT C/O UNION TRUST CO. OF MD ONE NORTH CHARLES STREET BALTIMORE, MD 21203		
	4,000.00	.16393400 %
TURK TRUST MARYELLEN C/O UNION TRUST CO. OF MD ONE NORTH CHARLES STREET BALTIMORE, MD 21203		
	4,000.00	.16393400 %
VAN FLEET ROBERT S. & JANE 7406 TILDEN STREET HYATTSVILLE, MD 20784		
	8,000.00	.32786900 %
VAN HORN H. ALLEN & M. KAREN 51 SMULL AVENUE CALDWELL, NJ 07006		
	4,000.00	.16393400 %
VANKO WILLIAM J. & DOROTHY BOX 292 MANOR ROAD GLEN ARM, MD 21057		
	4,000.00	.16393400 %
VINCENT WILLIAM D & GENEVA B 1312 BALFOUR COURT CHILLUM, MD 20782		
	4,000.00	.16393400 %
VINYARD HENRY L. 609 IRENE AVENUE SALISBURY, MD 21801		
	8,000.00	.32786900 %
WADEY WALTER G. 6 GREENFIELD LANE SCITUATE, MA 02066		
	4,000.00	.16393400 %
WALZ, JR. ARTHUR & HELGA S. 1501 MARBORO DRIVE BELAIR, MD 21014		
	8,000.00	.32786900 %
WASILEWSKI ROBERT J. & LINDA G. 10716 MEADOWWOOD DRIVE VIENNA, VA 22180		
	4,000.00	.16393400 %
ROBERT R. 401 OVERLOOK DRIVE KENT, OH 44240		

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CLERKS NOTATION
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WASSERMAN LAWRENCE & SANDRA 8615 WILD OLIVE DRIVE POTOMAC, MD 20854	8,000.00	.32786900	%
WEBB RONNIE & BARBARA ROUTE 1, BOX 338F PALISADES BOULEVARD CROWNSVILLE, MD 21032	8,000.00	.32786900	%
WEBSTER ESTATE OF DONALD D. C/O CECIL YATES OTWELL ROAD OXFORD, MD 21654	4,000.00	.16393400	%
WEIDENFELLER CHARLES & ELEANOR V 6 JAMES SPRING COURT ROCKVILLE, MD 20850	4,000.00	.16393400	%
WEIGMAN BERNARD & JOAN M. 2322 EASTRIDGE ROAD TIMONIUM, MD 21093	8,000.00	.32786900	%
WHITEFORD DANIEL & BEATRIZ 17500 RIDGE DRIVE ROCKVILLE, MD 20853	12,000.00	.49180300	%
WHITEFORD LINGARD & DOROTHY 412 RANGE ROAD TOWSON, MD 21204	8,000.00	.32786900	%
WIGHT L. ELWOOD & MARGARET 710 PEGGY STEWART COURT DAVIDSONVILLE, MD 21035	10,000.00	.40983600	%
WILLINGHAN GEORGE & MARY 15015 LA VALE ROAD MONKTON, MD 21111	8,000.00	.32786900	%
WILSON JACKSON & LAURA 1928 FRANKLIN AVENUE MCLEAN, VA 22101	4,000.00	.16393400	%

182 PAGE 617

CLERKS NOTATION
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WILSON RICHARD & JEAN 12521 MONTCLAIR DRIVE SILVER SPRING, MD 20904	4,000.00	.16393400	%
YAMARIK DAVID & ARLENE 4810 TWINBROOK ROAD FAIRFAX, VA 22030	4,000.00	.16393400	%
ZEMAN CHARLES J. & MARY C/O NCPAC BOX 210 PEARL HARBOR, HI 96860	12,000.00	.49180300	%
ZUSMAN FRED S. & PHYLLIS 200 E INDIAN SPRING DRIVE SILVER SPRING, MD 20901	4,000.00	.16393400	%
BROOKS RANDALL 10366 ECLIPSE WAY COLUMBIA, MD 21044	10,000.00	.40983600	%
DUVALL GEORGE O. 6033 S. ORANGE BLOSSOM TR ORLANDO, FL 32809	10,000.00	.40983600	%
BROOKS, JR. EDWARD J. MONTPELIER REALTY, INC 9811 MALLARD DRIVE SUITE 220 LAUREL, MD 20708	8,333.60	.34154100	%
ROBERTS KENNETH H. 3450 FORT MEADE ROAD SUITE 206 LAUREL, MD 20707	207,240.40	8.49345900	%
MUNZ THOMAS C. 3450 FORT MEADE ROAD SUITE 206 LAUREL, MD 20707	207,240.40	8.49345900	%
SACK MARGARET 118 SUMMIT COVE ROANOKE, TX 76262	8,000.00	.32786900	%

CLERKS NOTATION
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EARLY EVELYN C. 400 D 20TH STREET, N.E NO. 315 BOCA RATON, FL 33432	4,000.00	.16393400	%
SMITH RICHARD H. 10401 GROSVENOR PLACE APT.G-19 ROCKVILLE, MD 20852	4,000.00	.16393400	%
WEBSTER C. DENNIS 6 SCOTTS MOORE COURT PHOENIX, MD 21131	2,000.00	.08196700	%
WEBSTER CHRISTOPHER T. 6 SCOTTS MOORE COURT PHOENIX, MD 21131	2,000.00	.08196700	%
GROOMS DAVID J. & ANITA 131 GREEN MEADOW DRIVE TIMONIUM, MD 21093	4,000.00	.16393400	%
TAYLOR MYRON E. & RENATE 11506 HIGHVIEW AVENUE WHEATON, MD 20902	4,000.00	.16393400	%
ACREE DORIS E. 8943 COLESBURY PLACE FAIRFAX, VA 22030	2,000.00	.08196700	%
CROLL ADRIENNE L. 4300 SUITLAND ROAD SUITLAND, MD 20023	1,320.00	.05409800	%
CLOUSE CATHERINE P. 221 WELFORD ROAD LUTHERVILLE, MD 21093	4,000.00	.16393400	%
ASHBROOK HELEN S. 1417 SAUTERN DRIVE, S.W WHISKEY CREEK FORT MYERS, FL 33907	12,000.00	.49180300	%

CLERKS NOTATION
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182 PAGE 620

ASHBROOK PAUL R. 1417 SAUTERN DRIVE, S.W WHISKEY CREEK FORT MYERS, FL 33907	44,000.00	1.80327900	%
HILL GREGORY R. C/O B. A. HILL 23 OAK RIDGE LANE DAVILLE, CA 94526	4,000.00	.16393400	%
OWEN HELEN C. 8350 GREENSBORO DRIVE #714 MCLEAN, VA 22102	28,000.00	1.14754100	%
TINSLEY MARY P. LORRAINE PUMPHREY 8026 DEVEROW COURT LEWISVILLE, NC 27023	5,200.00	.21311500	%
ROBERTS, II VERNON L. 755 SNODGRASS ROAD CROWNSVILLE, MD 21032	4,000.00	.16393400	%
SCAGG JAMES & CAROLYN M. RIDGELYN DRIVE BOX 230 DALLASTOWN, PA 17313	4,000.00	.16393400	%
LONG STUART J. 319 PENNSYLVANIA AVE., SE WASHINGTON, DC 20003	36,000.00	1.47541000	%
FLEDDERJOHN GENEVA 1821 CRYSTAL BAY EAST DR PLAINFIELD, IN 46168	12,000.00	.49180300	%
REISHER JOEL I. & SYLVIA 938 SHETLAND COURT MT. PLEASANT, SC 29464	4,000.00	.16393400	%
PUMPHREY LORRAINE C. 570 BELLERVIA DRIVE APT. 412 ANNAPOLIS, MD 21401	1,360.00	.05573800	%

CLERKS NOTATION
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BOOK 24 PAGE 664

182 PAGE 621

ROBERTS VERNON L. NO 6 72ND STREET APT. 27 OCEAN CITY, MD 21842	20,000.00	.81967200	%
SLADEK STANLEY A. & MARY TENANTS-IN-COMMON THE BEECHES I BEACH LEAF COURT TOWSON, MD 21204	20,000.00	.81967200	%
GOLDBERG NATHAN Z. P. O. BOX 5732 BALTIMORE, MD 21208	4,000.00	.16393400	%
LUM JOSEPH H. T. 2301 STAUNTON DRIVE HOLIDAY, FL 33590	12,000.00	.49180300	%
GEMBERLING BRIAN W. 14804 COBBLESTONE DRIVE SILVER SPRING, MD 20904	8,000.00	.32786900	%
ACKROYD THELMA 904 ANNAPOLIS AVENUE EDGEWATER, MD 21037	4,000.00	.16393400	%
GUNSTEN HOWARD B. 205 CURRY FORD LANE GAITHERSBURG, MD 20878	4,000.00	.16393400	%
BALL N. ADDISON 232 HARWOOD ROAD HARWOOD, MD 20776	4,000.00	.16393400	%
BISBEY SAMUEL W. 11 RIDGE ROAD SEVERNA PARK, MD 21146	4,000.00	.16393400	%
BISBEY ALLISON M. 11 RIDGE ROAD SEVERNA PARK, MD 21146	4,000.00	.16393400	%

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CLERKS NOTATION
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BOOK 24 PAGE 665 000035

FOERY DONALD G. C/O RCM ASSOCIATES, INC 6 MONTGOMERY VILLAGE AVE SUITE 406 GAITHERSBURG, MD 20879	108,640.40	4.45247501 %	
HESS W. DALE FALLSTON ROAD FALLSTON, MD 21047	4,000.00	.16393400 %	
BYERS, JR. CHARLES S. & INA F. 91-4 EDGEMONT AVE. SHELBY, NC 28150	4,000.00	.16393400 %	
BRADY EDWARD A 7741 NORTHWEST 44TH COURT LAUDERHILL, FL 33321	680.00	.02786900 %	
BRADY MICHAEL D. 4409 SOMERSET ROAD LAKE CHARLES, LA 70605	1,320.00	.05409800 %	
STARKEY LINDA B 11401 BELVIDERE MITCHELLVILLE, MD 20716	1,320.00	.05409800 %	
BRADY CHAD E. 616 OLNEY SANDY SPRING ROAD SANDY SPRINGS, MD 20860	340.00	.01393400 %	
MICELI SUSAN Y AS GUARDIAN-DARIN C BRADY 13005 COLLINGWOOD TERRACE SILVER SPRING, MD 20904	340.00	.01393400 %	
BEMAN JUDITH N. 475 OSPREY POINT PONTE VEDRA, FL 32082	2,000.00	.08196700 %	
TOTAL:		100.00000000 %	

182 PAGE 622

0000 0653

CLERKS NOTATION
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BOOK 24 PAGE 666 000036

Book 182 Page 622-A

Cert of Amend
recd 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

BOOK 24 PAGE 667

CLERKS NOTATION
BEST COPY
AVAILABLE

182 PAGE 623

CERTIFICATE OF AMENDMENT
OF
LAND INVESTMENTS ASSOCIATES NO. 1 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

30

RECORDED IN LIBER 2728, FOLIO 000006 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948884

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Ashman

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179536

BOOK 24 PAGE 668 000002

CLERKS NOTATION
BEST COPY
AVAILABLE

TKD INVESTMENTS LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT 182 PAGE 624

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about November 17, 1980 formed a limited partnership known as TKD Investments Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about November 17, 1980 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Montgomery County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from TKD Investments to TKD Investments Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768213

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:10
E. AUBREY COLLISON
CLERK

0000 0656

CLERKS NOTATION
BEST COPY
AVAILABLE

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BOOK 24 PAGE 669

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP. 182 PAGE 625

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts
Kenneth H. Roberts

By: Thomas C. Munz
Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0657

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

TKD ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 20.00	1%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	20.00	1%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	20.00	1%
	LIMITED PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 780.00	39%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	780.00	39%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	380.00	19%
TOTAL:	$2,000.00	100%

CLERKS NOTATION
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BOOK 24 PAGE 671

Book No. 182 Page 264

000005

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CHG	✓
[illegible]	
[illegible]	
[illegible]	

Cert of Amend
Incl 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY RCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0659

182 PAGE 627

CLERKS NOTATION
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AVAILABLE

BOOK 24 PAGE 672

CERTIFICATE OF AMENDMENT
OF
TKD INVESTMENTS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2728, FOLIO 000000 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948876

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179535

BOOK 24 PAGE 674

003817

THOMAS JOHNSON ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

182 PAGE 628

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about January 3, 1979 formed a limited partnership known as Thomas Johnson Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about ~~January 3, 1979~~ executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Frederick County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Thomas Johnson Associates to Thomas Johnson Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768212

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:10

E. AUBREY COLLISON
CLERK

CLERKS NOTATION
BEST COPY
AVAILABLE

0000 0661

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP 182 PAGE 629

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts
Kenneth H. Roberts

By: Thomas C. Munz
Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

003819

THOMAS JOHNSON ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP 182 PAGE 630

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contributions	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 495.00	1.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	495.00	1.00%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	495.00	1.00%
	LIMITED PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	19,305.00	39.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	19,305.00	39.00%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	9,405.00	19.00%
TOTAL:	$ 49,500.00	100.00%

CLERKS NOTATION
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BOOK 24 PAGE 677 Book No: 182 - Page 630-A

003820

Cert of Amend.
Incl 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

VOL 182 PAGE 631

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 678

CERTIFICATE OF AMENDMENT
OF
THOMAS JOHNSON ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2727, FOLIO 003816 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948868

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION • OF MARYLAND •

A 179534

BOOK 24 PAGE 679

CLERKS NOTATION
BEST COPY
AVAILABLE

SLATE QUARRY ASSOCIATES LIMITED PARTNERSHIP 003812

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

VOL 182 PAGE 632

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about August 8, 1978 formed a limited partnership known as Slate Quarry Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about August 8, 1978 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of ~~Frederick and~~ Montgomery County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Slate Quarry Associates to Slate Quarry Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768211

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:10
E AUBREY COLLISON
CLERK

0000 0666

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

SLATE QUARRY ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 1,336.00	1.0%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	1,336.00	1.0%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	1,336.00	1.0%
	LIMITED PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	52,104.00	39.0%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	52,104.00	39.0%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	25,384.00	19.0%
TOTAL:	$133,600.00	100%

0000 6667

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 681

003814

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

182 PAGE 634

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts

By: Thomas C. Munz

Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster

Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0668

CLERKS NOTATION
BEST COPY
AVAILABLE

Book 182 Page 634-A

BOOK 24 PAGE 682

003815

Cert of Amend
Incl 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY RCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

CLERKS NOTATION
BEST COPY
AVAILABLE

VOL 182 PAGE 665

BOOK 24 PAGE 683

CERTIFICATE OF AMENDMENT
OF
SLATE QUARRY ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003811 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1948850

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179533

BOOK 24 PAGE 684 003806

CLERKS NOTATION
BEST COPY
AVAILABLE

ROLLING KNOLLS ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

VOL 182 PAG. 636

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about May 1, 1978 formed a limited partnership known as Rolling Knolls Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about May 1, 1978 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Montgomery County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Rolling Knolls Associates to Rolling Knolls Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, Individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768210

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:10
E. AUBREY COLLISON
CLERK

0000 6671

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts
Kenneth H. Roberts, Individually and as Co-Trustee for Donald G. Foery

By: Thomas C. Munz
Thomas C. Munz, Individually and as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

ROLLING KNOLLS ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 3,290.00	1.40%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	3,290.00	1.40%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	2,820.00	1.20%
LIMITED PARTNERS		
Elise A. Foery 8740 Falls Chapel Way Potomac, Maryland 20854	$ 7,050.00	3.00%
John C. Foery 8740 Falls Chapel Way Potomac, Maryland 20854	9,400.00	4.00%
Keith A. Foery 8740 Falls Chapel Way Potomac, Maryland 20854	16,450.00	7.00%
Dana L. Munz 4408 Buckthorn Court Rockville, Maryland 20853	18,800.00	8.00%
Laurie E. Munz 4408 Buckthorn Court Rockville, Maryland 20853	18,800.00	8.00%
Stacie A. Munz 4408 Buckthorn Court Rockville, Maryland 20853	30,550.00	13.00%

Gregory T. Munz 4408 Buckthorn Court Rockville, Maryland 20853	$ 21,150.00	9.00%
Brian Vernon Roberts P.O. Box 57 Brinklow, Maryland 20727	48,175.00	20.50%
Kevin Charles Roberts P.O. Box 57 Brinklow, Maryland 20727	48,175.00	20.50%
Edith J. Munz 4408 Buckthorn Court Rockville, Maryland 20853	7,050.00	3.00%
TOTAL:	$235,000.00	100.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 688 Book 182 Page 639-A

003810

Cert of Amend
Amend 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY RCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 8675

182 PAGE 640

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 689

CERTIFICATE OF AMENDMENT
OF
ROLLING KNOLLS ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

5

RECORDED IN LIBER 2727, FOLIO 003805 THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948843

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Ralph B. Nelson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179532

BOOK 24 PAGE 690

CLERKS NOTATION
BEST COPY
AVAILABLE

OLD MILL ASSOCIATES LIMITED PARTNERSHIP

003801

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

182 PAGE 641

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about December 1, 1973 formed a limited partnership known as Old Mill Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about December 1, 1973 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Anne Arundel County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Old Mill Associates to Old Mill Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, Individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768209

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:10

E. AUBREY COLLISON
CLERK

0000 0677

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 691

003802

182 PAGE 642

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts, Individually and as Co-Trustee for Donald G. Foery

By: Thomas C. Munz

Thomas C. Munz, Individually and as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0678

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A".

OLD MILL ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	32.80%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	32.80%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	-0-	16.40%
	LIMITED PARTNERS	
C. Dennis Webster 10510 Gateridge Road Cockeysville, MD 21030	$31,500.00	9.00%
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	3,500.00	1.00%
Eleanor B. McGinn 1 Bromwell Court Cockeysville, MD 21030	14,000.00	4.00%
Robert V. Wood 2640 Cara Lynn Way Longwood, Florida 32750	7,000.00	2.00%
James C. Beese, Jr. 310 Thornhill Road Baltimore, Maryland 21212	7,000.00	2.00%
TOTAL:	$63,000.00	100.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 693

Book No. 182 Page 643-A

[illegible]	
[illegible]	✓
[illegible]	
[illegible]	
[illegible]	

003804

Cert of Amend
dpf 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 6680

VOL 182 PAGE 644

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 694

CERTIFICATE OF AMENDMENT
OF
OLD MILL ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003800 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948335

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gail B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION • OF MARYLAND •

A 179531

BOOK 24 PAGE 695 003796

MATHEWS ROAD ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT VOL 182 PAGE 645

CLERKS NOTATION BEST COPY AVAILABLE

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about December 20, 1978 formed a limited partnership known as Mathews Road Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about December 20, 1978 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Charles County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Mathews Road Associates to Mathews Road Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, Individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768208

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:10
E. AUBREY COLLISON
CLERK

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP. 182 PAGE 646

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts, Individually and as Co-Trustee for Donald G. Foery

By: Thomas C. Munz

Thomas C. Munz, Individually and as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz, who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster

Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

MATHEWS ROAD ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 490.00	1.40%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	490.00	1.40%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	420.00	1.20%
LIMITED PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	14,875.00	38.60%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	14,875.00	38.60%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	3,850.00	18.80%
TOTAL:	$35,000.00	100.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 698 Book-182-Page-647-A

[illegible]	
[illegible]	✓
[illegible]	
[illegible]	
[illegible]	

003799

Cert of Amend
June 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 10:30 MO. 6 DAY 25 YEAR 85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY RCM

52

mate card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0685

182 PAGE 648

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 699

CERTIFICATE OF AMENDMENT
OF
MATHEWS ROAD ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 603795, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948827

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adkins

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179530

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 24 PAGE 700 GRIFFITH ASSOCIATES LIMITED PARTNERSHIP 003791

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT 182 PAGE 649

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about September 28, 1978 formed a limited partnership known as Griffith Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about September 28, 1978 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Montgomery County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Griffith Associates to Griffith Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768207

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:10

E AUBREY COLLISON
CLERK

0000 0687

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts

By: Thomas C. Munz

Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

BOOK 24 PAGE 702

C03733

182 PAGE 051

EXHIBIT "A"

GRIFFITH ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Percentage interest
GENERAL PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 8,750.00	1.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	8,750.00	1.00%
LIMITED PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	428,750.00	49.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	428,750.00	49.00%
TOTAL:	$875,000.00	100.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

182 PAGE 651

GRIFFITH ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Percentage interest
GENERAL PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 8,750.00	1.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	8,750,00	1,00%
LIMITED PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	428,750.00	49.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	428,750.00	49.00%
TOTAL:	$875,000.00	100.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

Book 182 Page 651-A

BOOK 24 PAGE 703

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[illegible]	✓
[illegible]	
[illegible]	
[illegible]	

003794

Cert of Amend
June 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0691

CLERKS NOTATION
BEST COPY
AVAILABLE

182 PAGE 652

BOOK 24 PAGE 704

CERTIFICATE OF AMENDMENT
OF
GRIFFITH ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 603790, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1948819

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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

Gal B. Adams

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179529

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAGE 1

003784

BRYANS ROAD CENTER LIMITED PARTNERSHIP

182 PAGE 653

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about July 17, 1972 formed a limited partnership known as Bryans Road Center Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about July 17, 1972 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Charles County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

3. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

4. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

5. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

By: Kenneth H. Roberts
Kenneth H. Roberts

By: Thomas C. Munz
Thomas C. Munz

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:10

E. AUBREY COLLISON
CLERK

51768206

0000 0693

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAGE 2

003785

182 PAGE 654

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster

Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

0000 0694

CLERKS NOTATION
BEST COPY
AVAILABLE

003786

EXHIBIT "A"

BRYANS ROAD CENTER LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
GENERAL PARTNERS		
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 70.64	7.130%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	70.64	7.130%
LIMITED PARTNERS		
H. William Acker 1316 Marquis Court Fallston, Maryland 21047	$ 6,500.00	1.040%
Paul R. & Helen S. Ashbrook 1417 Sautern Drive, SW Fort Myers, Flordia 33907	13,000.00	2.080%
Carl Bode Family Trust 7008 Partridge Place College Heights Estates Hyattsville, Maryland 20782	6,500.00	1.040%
Irene Cheatham 1056 74th Place Mesa, Arizona 85208	13,000.00	2.080%
D. M. R. Associates, Inc. 16830 Oakmont Avenue Gaithersburg, MD 20760	13,000.00	2.080%
Richard S. Diatz 8414 Victory Lane Potomac, Maryland 20854	6,500.00	1.040%
Margaret Sack-Etheridge 12547 Surrey Circle Drive Fort Washington, MD 20744	13,000.00	2.080%
David P. Gibson 1316 Marquis Court Fallston, Maryland 21047	6,500.00	1.040%

CLERKS NOTATION
BEST COPY
AVAILABLE

Douglas R. Graham 6809 Allview Drive Columbia, Maryland 21046	$ 6,500.00	1.040%
William A. Hanns 4508 Sunflower Drive Rockville, Maryland 20853	6,500.00	1.040%
Richard & Betty Hoffman 4316 Sunflower Drive Rockville, Maryland 20853	6,500.00	1.040%
Norval O. Ingberg 7032 Donna Circle Annandale, Virginia 22003	6,500.00	1.040%
Clifford & Charlotte Kuhfahl 1631 Arundel Road Edgewater, Maryland 21037	6,500.00	1.040%
Michael D. Lange 329 Pennsylvania Avenue, SE Washington, DC 20003	13,000.00	2.080%
Stuart J. Long 329 Pennsylvania Avenue, SE Washington, DC 20003	13,000.00	2.080%
Joseph H. T. & Velma K. H. Lum 502 Potomac Valley Drive Oxen Hill, Maryland 20022	13,000.00	2.080%
Norman R. Ressin 6215 Greenbelt Road College Park, Maryland 20740	2,012.00	1.840%
Dorothy S. Lyman 6005 Massachusetts Avenue Bethesda, Maryland 20016	13,000.00	2.080%
Max S. & Mary P. Micklitsch 11209 Hurdle Hill Drive Potomac, Maryland 20854	13,000.00	2.080%
Walter M. Miller 6215 Greenbelt Road College Park, Maryland 20740	6,548.00	5.840%
Pro-A Partnership 1174 Foxhound Court McLean, Virginia 22102	26,000.00	4.240%
Rodney Golden 6215 Greenbelt Road College Park, Maryland 20740	5,000.00	0.480%
Stanley A. & Mary L. Sladek, Tenants in Common 8202 Tally Ho Road Lutherville, Maryland 21093	6,500.00	1.040%

CLERKS NOTATION
BEST COPY
AVAILABLE

Olan R. & Arlene M. Shively 825 Cedarcroft Drive Millerville, Maryland 21108	$ 6,500.00	1.040%
Harry A. & Lois Jean Skoll 12709 Lamp Post Lane Potomac, Maryland 20854	6,500.00	1.040%
Douglas O. & Gail S. Tozour 8 Pond Side Lane Simsury CT 06070	13,000.00	2.080%
David Tractenberg, M.D. 7910 Woodmont Avenue Bethesda, Maryland 20014	13,000.00	2.080%
Arthur H. & Helga Walz, Jr. 1501 Marboro Drive Bel Air, Maryland 21014	6,500.00	1.040%
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	12,482.03	16.040%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	12,482.03	16.040%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	1,334.66	3.900%
Charles Ressin 1726 Glastonberry Road Rockville, Maryland 20854	2,000.00	0.320%
Melvin Handwerger 608 Kaiser Building Baltimore, Maryland 21202	4,000.00	0.640%
TOTAL:	$299,500.00	100.000%

EAGLE-A
Acceptance Bond
50% COTTON FIBER

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAGE 6

Book 182 - Page 657-A

003789

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[illegible]	
[illegible]	

Cert of Amend
Grid 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0698

182 PAGE 658

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAGE 7

CERTIFICATE OF AMENDMENT
OF
BRYANS ROAD CENTER LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

6

RECORDED IN LIBER 2727, FOLIO 003783 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948801

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION • OF MARYLAND •

A 179528

CLERKS NOTATION
BEST COPY
AVAILABLE

ANTIETAM VILLAGE ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about September 18, 1979 formed a limited partnership known as Antietam Village Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about September 18, 1979 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Frederick County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Antietam Village Associates to Antietam Village Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, Individually and as Co-Trustees for Donald G. Foery, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768204

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:10
E. AUBREY COLLISON
CLERK

CLERKS NOTATION
BEST COPY
AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: _____
Kenneth H. Roberts, Individually and as Co-Trustee for Donald G. Foery

By: _____
Thomas C. Munz, Individually and as Co-Trustee for Donald G. Foery

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

ANTIETAM VILLAGE ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

Name and Address	Capital Contribution	Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland	$ .40	.40%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ .40	.40%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ .20	.20%
Housing Services, Inc. 101 Chestnut Street Suite 220 Gaithersburg, Maryland 20877	$ .02	.02%
	LIMITED PARTNERS	
Stephen N. Joy 101 Chestnut Street Suite 220 Gaithersburg, Maryland 20877	$2.49	2.49%
Edward L. Gammon 101 Chestnut Street Suite 220 Gaithersburg, Maryland 20877	$2.49	2.49%
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$37.60	37.60%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$37.60	37.60%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$18.80	18.80%
TOTAL:	$100.00	100.00%

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAGE 11

Book 182 - Page 661-A

003782

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[illegible]	✓
[illegible]	
[illegible]	
[illegible]	

Cert of Amend
April 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX	
	RECORDING FEE	
50	LIMITED PARTNERSHIP FEE	
	OTHER	
50	TOTAL	CASH ☐ CHECK ☑ APPROVED BY PCM

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0103

182 PAGE 662

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAGE 12

CERTIFICATE OF AMENDMENT
OF
ANTIETAM VILLAGE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003778, OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948793

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179527

BOOK 25 PAGE 13

003774

CLERKS NOTATION
BEST COPY
AVAILABLE

AMBER MEADOWS CENTER ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

VOL 182 PAGE 663

LIMITED PARTNERSHIP AGREEMENT

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about April 20, 1981 formed a limited partnership known as Amber Meadows Center Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about April 20, 1981 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Frederick County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from Amber Meadows Center Associates to Amber Meadows Center Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768205

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:10

E. AUBREY COLLISON
CLERK

0000 0105

CLERKS NOTATION
BEST COPY
AVAILABLE

003775

BOOK 25 PAGE 14

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

182 PAGE 664

WITNESS:

Elizabeth A. Foster

By: Kenneth H. Roberts
Kenneth H. Roberts

as to both

By: Thomas C. Munz
Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

EXHIBIT "A"

AMBER MEADOWS CENTER ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$ 120.00	1%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	120.00	1%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	120.00	1%
	LIMITED PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	4,680.00	39%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	4,680.00	39%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	2,280.00	19%
TOTAL:	$ 12,000.00	100%

0000 0107

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAGE 16

Book 182 Page 665-A

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[illegible]	✓
[illegible]	
[illegible]	
[illegible]	

C03777

Cert of Amend
Dpd 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
10:30	6	25	85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY

52

make card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 0108

CLERKS NOTATION
BEST COPY
AVAILABLE

182 PAGE 066

BOOK 25 PAGE 17

CERTIFICATE OF AMENDMENT
OF
AMBER MEADOWS CENTER ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25,1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003773 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1948785

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Paul B. Anderson

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179526

BOOK 25 PAGE 18

006769

A.M. ASSOCIATES LIMITED PARTNERSHIP

AMENDMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

AND

LIMITED PARTNERSHIP AGREEMENT VOL 182 PAGE 667

THIS AMENDMENT is made and entered into this 3rd day of June, 1985, by and among the undersigned parties.

WHEREAS, certain parties, on or about March 15, 1977 formed a limited partnership known as A. M. Associates Limited Partnership (the "Partnership"), pursuant to the Maryland Uniform Limited Partnership Act and other relevant laws of the State of Maryland; and

WHEREAS, such parties, on or about March 15, 1977 executed a Limited Partnership Agreement (the "Agreement") and Certificate of Limited Partnership (the "Certificate") of the Partnership, which Certificate was placed on file with the Office of the Clerk of the Circuit Court of Frederick County, Maryland; and

WHEREAS, the partners of the Partnership, both limited and general, are desirous of being governed by the provisions of the Maryland Revised Uniform Limited Partnership Act.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. All of the partners of the Partnership, both limited and general, hereby elect to be bound by the Maryland Revised Uniform Limited Partnership Act prior to July 1, 1985.

2. In order to conform to the Maryland Revised Uniform Limited Partnership Act, the Partnership has changed its name from A. M. Associates to A.M. Associates Limited Partnership.

3. The principal office of the limited partnership is located at 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707, and the County in which the principal office is located is Anne Arundel.

4. The Resident Agent for the Partnership shall be Kenneth H. Roberts, 3450 Fort Meade Road, Suite 206, Laurel, Maryland 20707.

5. The names and addresses of all general and limited partners and the amount of their capital contributions and percentages of partnership interest are shown on Exhibit A attached hereto and made a part hereof.

6. Except as amended hereby, the Agreement and Certificate are ratified and affirmed for all purposes and in all respects.

IN WITNESS WHEREOF, Kenneth H. Roberts and Thomas C. Munz, in their capacity as general partners of the Partnership, and as Attorneys-in-Fact for all Limited Partners of the Partnership, have caused this Amendment to be executed as of the date hereinabove set forth.

51768203

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CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:10
E. AUBREY COLLISON
CLERK

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CLERKS NOTATION
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AVAILABLE

GENERAL PARTNERS AND AS ATTORNEYS-IN-FACT
FOR ALL LIMITED PARTNERS OF THE PARTNERSHIP

WITNESS:

Elizabeth A. Foster

as to both

By: Kenneth H. Roberts

Kenneth H. Roberts

By: Thomas C. Munz

Thomas C. Munz

STATE OF MARYLAND)
COUNTY OF PRINCE GEORGE'S):

BEFORE ME, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Kenneth H. Roberts and Thomas C. Munz who being by me first duly sworn, did acknowledge that they executed the foregoing and annexed instrument and did acknowledge said instrument to be their free act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 3rd day of June, 1985.

Elizabeth A. Foster
Elizabeth A. Foster - Notary Public

My Commission Expires: 7/1/86

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EXHIBIT "A"

A. M. ASSOCIATES LIMITED PARTNERSHIP

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

AND

AMENDED LIMITED PARTNERSHIP AGREEMENT

Name and Address	Total Capital Contribution	Percentage of Partnership Interest
	GENERAL PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Suite 206 Laurel, Maryland 20707	$770	1.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$770	1.00%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$770	1.00%
	LIMITED PARTNERS	
Kenneth H. Roberts 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$30,030	39.00%
Thomas C. Munz 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$30,030	39.00%
Donald G. Foery 3450 Fort Meade Road Suite 206 Laurel, Maryland 20707	$14,630	19.00%
	$77,000	100.00%

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BOOK 25 PAGE 21

Book 182 Page 669-1

003772

RECEIVED BY	
CHARGE	✓
PROCESSING STATUS	
DOCUMENT ACCEPTED	
[illegible]	

Cert of Amend
Apr 05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 10:30 MO. 6 DAY 25 YEAR 85

	BONUS TAX
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY RCM

52

mate card

The Development Group
3450 Fort Meade Rd, #206
Laurel, Md 20707

0000 6713

182 PAGE 670

CLERKS NOTATION
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BOOK 25 PAGE 22

CERTIFICATE OF AMENDMENT
OF
A.M. ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JUNE 25, 1985 AT 10:30 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

4

RECORDED IN LIBER 2727, FOLIO 003768 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1948777

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL.

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.

Gail B. Ackman

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 179525

CLERKS NOTATION
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082:07/08/85:FS68

CHESAPEAKE ASSOCIATES LIMITED PARTNERSHIP 182 PAGE 671

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

This Amended Certificate of Limited Partnership is made this 28th day of June, 1985.

Background

The Partnership was formed by the filing of a Certificate of Limited Partnership (the "Certificate") with the Circuit Court of Anne Arundel County on August 21, 1981. The parties desire to amend the Certificate so as to conform it to the requirements of the Maryland Revised Uniform Limited Partnership Act ("RULPA") and to change the name of the Partnership to Chesacad Associates Limited Partnership. In addition, the parties desire that the Partnership be governed by RULPA upon the filing of this Amended Certificate.

NOW, THEREFORE, it is hereby agreed and declared as follows:

1. Name. The name of the Partnership shall be Chesacad Associates Limited Partnership.

2. Purpose. The Partnership is authorized to engage in and conduct all and every kind of lawful business, including, but not limited to, the acquisition, development, construction, financing and refinancing, ownership, operation and sale of real estate.

3. Principal Office and Resident Agent. The principal office of the Partnership shall be 21 Pocono Drive, Arnold, Maryland 21012. The Resident Agent of the Partnership is Sharon A. Mann, whose address is 21 Pocono Drive, Arnold, Maryland 21012. Said Resident Agent is a resident of the State of Maryland and actually resides therein.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10:25
E. AUBREY COLLISON
CLERK

52068066

CLERKS NOTATION
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4. Partners. The name and place of residence of each Partner, general and limited, is set forth in Exhibit A annexed hereto.

5. Term. The Partnership shall terminate on December 31, 2031 unless earlier terminated in accordance with the Agreement of Limited Partnership or unless extended by written agreement of the Partners.

6. Contributions of Limited Partners. The Limited Partners shall contribute in cash the amount set forth opposite their respective names on Exhibit A annexed hereto.

7. Additional Contributions by Limited Partners. The Limited Partners have agreed to make additional contributions to the Partnership pursuant to the terms of promissory notes executed by the Limited Partners in the amounts set forth opposite their respective names on Exhibit A annexed hereto.

8. Return of Limited Partners Contributions. Limited Partners' capital contributions to the Partnership may be returned (i) by distributions from the Partnership to the extent that Partnership funds, whether from borrowings, capital contributions, cash flow from operations, or the proceeds of the sale of Partnership property, are determined by the General Partner to be available therefor, (ii) upon the dissolution and winding up of the Partnership, or (iii) on or after the termination date; provided, in each case, that the assets of the Partnership are then sufficient to cover all of its liabilities, including liabilities to partners on account of their net capital in the Partnership.

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9. Limited Partner's Share of Profits. Each Limited Partner shall receive the percentage of the profits of the Partnership based on the percentage interest in the Partnership held by such Partner and the holding period for such percentage interest. The percentage interests of the Limited Partners are set forth opposite their respective names on Exhibit A annexed hereto.

10. Substitution of Partners. No Limited Partner is given the right to substitute an assignee as contributor in his place except upon the consent of the General Partner which consent, if granted, may be subject to such terms and conditions as the General Partner deems appropriate.

11. Additional Limited Partners. The General Partner is given the right to admit additional Limited Partners upon the affirmative vote of Limited Partners having 51% of the percentage interests in the Partnership held by all Limited Partners.

12. Priority Among Limited Partners. No right is given to one or more Limited Partners to priority over the other Limited Partners.

13. Continuation of Partnership Business in Certain Events. In the event of the bankruptcy, liquidation or removal of the General Partner, the Partnership shall dissolve and terminate unless all of the remaining Partners agree to continue the Partnership.

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14. Right of Limited Partners to Demand and Receive Property Other than Cash. No Limited Partner shall have the right to demand and receive any property in lieu of cash in return for his contribution.

EXECUTED under seal the day and year first above written.

WITNESS:

Mary E. Davis

CRCS CORPORATION

By: Sharon A. Mann (SEAL)
Sharon A. Mann, President

General Partner

CRCS CORPORATION, as Attorney in Fact for all of the Limited Partners

Mary E. Davis

By: Sharon A. Mann (SEAL)
Sharon A. Mann, President

EXHIBIT A

NAME	PLACE OF RESIDENCE OR ADDRESS	PERCENTAGE INTEREST	CASH CONTRIBUTED	PRINCIPAL AMOUNT OF NOTES	PARTNERSHIP STATUS
CRCS Corporation	21 Pocono Drive Arnold, MD 21012	1%	-0-	-0-	General Partner
George M. Arnold	1046 Rustling Oaks Dr. Millersville, MD 21108	21.2143	$15,000.00	$ 96,428.70	Limited Partner
Helen H. Braun	312 Hollyberry Road Severna Park, MD 21146	1.4146	1,000.00	6,428.58	Limited Partner
Frank D. Buckler	609 Bay Hills Drive Arnold, MD 21012	7.0709	5,000.00	32,142.90	Limited Partner
R. Rodman Mann and Sharon A. Mann	21 Pocono Drive Arnold, MD 21012	28.2857	20,000.00	128,571.60	Limited Partners
Melisa M. Moss	20 Beachwood Road Arnold, MD 21012	1.4146	1,000.00	6,428.58	Limited Partner
Mathias G. Mueller	559 Pinedale Drive Annapolis, MD 21401	1.4146	1,000.00	6,428.58	Limited Partner
Jose P. Nepomuceno and Agnes D. Nepomuceno	426 Blackshire Road Severna Park, MD 21146	7.0709	5,000.00	32,142.90	Limited Partners
Ethel E. Rew	505 Hodges Lane Severna Park, MD 21146	7.0709	5,000.00	32,142.90	Limited Partner
Louise G. Sivy	807 Holly Dr., Rt. 10 Amberly Annapolis, MD 21401	1.4146	1,000.00	6,428.58	Limited Partner
Edward G. Sparrow, Jr.	53 College Avenue Annapolis, MD 21401	21.2143	15,000.00	96,428.70	Limited Partner
Patricia H. Troy	717 Cottonwood Drive Severna Park, MD 21146	1.4146	1,000.00	6,428.70	Limited Partner
	TOTAL	100%	$70,000.00	$450,000.60	

BOOK 25 PAGE 27

182 PAGE 675

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Book - ~~173~~ 182 Page 675-A

BOOK 25 PAGE 28 000557

Cert to Amend
05

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME	MO.	DAY	YEAR
12:23	7	24	85

	ORG. & CAP. FEE
	RECORDING FEE
50	LIMITED PARTNERSHIP FEE
	OTHER
50	TOTAL — CASH ☐ CHECK ☑ — APPROVED BY PCM

make

(52)

Weinberg and Green.
100 S. Charles St.
Balto, Md 21201

1985 JUL 24 P 12:23

0219 0000

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VOL 182 PAG. 676

BOOK 25 PAGE 29

CERTIFICATE OF AMENDMENT
OF
CHESACAD ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 24,1985 AT 12:23 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

6

RECORDED IN LIBER 2238, FOLIO 000551 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$ 0	$ 50	$

M1973692

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 182261

CLERKS NOTATION
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AVAILABLE

SECOND RESTATEMENT
OF
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
FORTY-TWENTY-NINE ASSOCIATES LIMITED PARTNERSHIP

THIS SECOND RESTATEMENT OF CERTIFICATE AND AGREEMENT is made and entered into under and pursuant to the Revised Uniform Limited Partnership Act, Annotated Code of Maryland Corporations and Associations Title 10-001 et. seq. (Supp. 1983) effective for all purposes and in all respects as of the 31st day of January, 1985, by and among the undersigned parties.

RECITALS

A. Forty-Twenty-Nine Associates Limited Partnership (the "Partnership") is a Maryland limited partnership originally named "40-29 Associates Limited Partnership" and formed pursuant to a limited partnership agreement dated June 1, 1965 ("Original Agreement") and a certificate of limited partnership dated June 1, 1965 ("Original Certificate") and filed in the partnership records of the Clerk of the Circuit Court for Howard County, Maryland.

B. The Original Certificate was restated in its entirety by a Restated Certificate of Limited Partnership ratified as of July 1, 1979 (the "First Restatement") and recorded in Liber 1093 Folio 106 among the partnership records of the Clerk of the Circuit Court of Howard County, Maryland.

C. The parties hereto, being all of the partners of the Partnership, desire to reflect the transfer of certain limited and general partnership interests, the admission of a new general partner and new limited partners, and desire to restate in their entirety the Original Certificate, First Restatement and the Original Agreement, as amended.

D. The parties further desire to conform to and continue the Partnership pursuant to, and the Partnership is electing to be bound by the Maryland Revised Uniform Limited Partnership Act before July 1, 1985.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree, and do hereby certify, that the Original Certificate, the First Restatement and the Original Agreement as it may have been amended to the date hereof are hereby superseded and replaced in their entirety by the following:

I. The name of the Partnership is "Forty-Twenty-Nine Associates Limited Partnership."

II. The purpose for which the Partnership is formed and the business of the Partnership shall consist of (i) acquiring and

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E. AUBREY COLLISON
CLERK
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CIRCUIT COURT, H.A. COUNTY

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owning certain undeveloped real property (hereinafter sometimes referred to as the "Land") located in Howard County, Maryland, which land is more particularly described in Exhibit B attached hereto and made a part hereof; (ii) developing and constructing on the Land commercial buildings and appurtenant facilities (hereinafter referred to as the "Improvements"); (iii) owning, operating, maintaining, replacing and ultimately selling the Improvements and the Land for the production of profit; and (iv) carrying on any and all activities related thereto.

III. The registered agent of the Partnership in the State of Maryland shall be Arthur L. Content, who resides at 5541 Mohican Road, Bethesda, Maryland 20816. The principal place of business of the Partnership shall be located at the Land. The principal office of the Partnership in the State of Maryland shall be located at the office of the general partner, at 60 West Street, Suite 105, Annapolis, Maryland 21401. The Partnership shall also have an office at Suite 1204, 1911 North Fort Myer Drive, Rosslyn, Virginia 22209. The Partnership may have such other or additional offices as the general partner, in its sole discretion, shall deem advisable.

IV. The name and address of each partner is shown on Exhibit A attached hereto and incorporated by reference herein. Pursuant to the unanimous agreement of the partners, Marvin F. Weissberg, Allan M. Bratman and Alan H. Grant have resigned as general partners, and Weissberg Corp. has been admitted as the sole general partner of the Partnership. (All references hereto to Exhibit A are references to such Exhibit A as amended and in effect from time to time). The general partner, in its capacity as general partner, shall have the right, power and authority (without regard to the term of the Partnership), acting for and on behalf of the Partnership, to lease, sell, mortgage, convey, refinance, grant easements on or dedicate the property (or any part thereof) of the Partnership, to borrow money and execute promissory notes, to secure the same by deed of trust upon such Partnership property, to renew or extend any and all such loans or notes, to convey such Partnership property in fee simple by deed, mortgage or otherwise, and to create straw corporations to act as straw parties and nominees solely for and on behalf of the Partnership. In no event shall any party dealing with any such general partner with respect to any property of the Partnership, or to whom any such property (or any part thereof) shall be conveyed, contracted to be sold, leased, mortgaged or refinanced by the general partner, be obligated to see to the application of any purchase money, rent or money borrowed or advanced thereon, or be obligated to see that the terms of this Agreement have been complied with, and every contract, agreement, deed, mortgage, deed of trust, lease, promissory note or other instrument or document executed by the general partner with respect to any property of the Partnership shall be conclusive evidence in favor of any and every person relying thereon or claiming thereunder that (i) at the time or times of the execution and/or delivery thereof, the

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Partnership was in full force and effect, (ii) such instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding upon the Partnership and all of the partners thereof, and (iii) the general partner was duly authorized and empowered to execute and deliver any and every such instrument or document for and on behalf of the Partnership.

V. The term of the Partnership commenced as of June 1, 1965, and it shall continue until December 31, 2034, and thereafter from year to year, unless previously terminated in accordance with the provisions of this Agreement.

VI. The amount of cash or property (at its agreed value) to be contributed to the capital of the Partnership by each partner is shown on Exhibit A. Except as provided in paragraph IX hereof, no interest or any other compensation shall be paid by the Partnership to any partner with respect to his capital contribution to the Partnership or his capital account in the Partnership.

VII. No limited partner (in his capacity as a limited partner) shall be personally liable for any losses, debts, obligations or liabilities of the Partnership, beyond the amount set forth opposite his name on Exhibit A.

The Partners have contributed cash in the amounts set forth opposite their names on Exhibit A to the capital of the Partnership. Each Partner agrees to make additional capital contributions, on a pro rata basis, no later than thirty (30) days after receipt of a request therefor from the General Partner. There is no maximum amount of such additional contributions. Such additional capital contributions shall be used to pay any Partnership expense (whether ordinary, extraordinary or capital) which the General Partner deems advisable. No interest shall be paid on any contribution to the capital of the Partnership.

In the event that at any time (or from time to time) additional funds (in excess of land acquisition loans, available construction loans and/or permanent mortgage financing and the aforesaid capital contributions) are required by the Partnership for or in respect of its business or any of its obligations, expenses, costs, liabilities or expenditures (including, without limitation of the generality of the foregoing, completion of construction and/or operating deficits), the General Partner shall have the right, but not the obligation, either (i) for and on behalf of the Partnership, to borrow such funds, with interest payable at then-prevailing rates, from commercial banks, savings and loan associations and/or other lending institutions or persons (including Partners); or (ii) to lend such additional funds to the Partnership, for such periods of time and at then-prevailing rates of interest (but not less than one percent (1%) above the then prime rate announced from time to time by The Riggs National Bank

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of Washington, D.C.) as the General Partner, in its sole discretion, may determine.

The foregoing provisions of this paragraph VII are not intended to be for the benefit of any creditor or other person (other than a Partner in his capacity as a Partner) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the Partnership or any of the Partners; and no such creditor or other person shall obtain any right under any such foregoing provision or shall by reason of any such foregoing provision make any claim in respect of any debt, liability or obligation (or otherwise) against the Partnership or any of the Partners.

If a Partner (a "Defaulting partner") shall fail to pay when due all or any part of any additional capital contribution as provided for in this paragraph VII, he shall be in default under this Agreement and, while such default continues, the Partnership (without prejudice to any other right to the Partnership) may, in the sole discretion of the General Partner:

(a) withhold from the Defaulting Partner any distributions to which he would otherwise be entitled pursuant to this Agreement and in lieu thereof to apply any undistributed amounts theretofore or thereafter allocated to such Defaulting Partner to the payment of the defaulted contributions then due from such Defaulting Partner; and/or

(b) obtain another person or persons (any of whom may already be a Partner) who shall pay the unpaid portion of the defaulted installment to the Partnership and agree to assume the remaining liabilities hereunder of the Defaulting Partner in accordance with paragraph VII, and who shall qualify as an additional partner pursuant to paragraph X. The Defaulting Partner's interest in the Partnership shall be reduced to a percentage of his original interest determined as follows: (1) the Defaulting Partner's capital contributions to date (less any refinancing proceeds received with respect to his interest) shall be divided by the total capital contribution required to be made by him; and (2) the quotient shall be multiplied by the Defaulting Partner's original percentage of Partnership interest.

VIII. The capital account of any limited partner, properly adjusted to reflect his distributive share of Partnership profits and losses and distributions by the Partnership to him, shall be returned to him upon ninety (90) days' written notice by such limited partner to all other partners on or after December 31, 2024, provided the assets of the Partnership are then sufficient to cover all its liabilities, including liabilities to partners in respect of their capital accounts.

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IX. The share of profits or other compensation by way of income which each limited partner shall receive by reason of such limited partner's contribution shall be in proportion to such limited partner's percentage of partnership interest as reflected in Exhibit A.

X. The general partner may not assign any part or all of its general partnership interest. No limited partner may assign his limited partnership interest (including his right to receive a share of the profits or other compensation by way of income and a return of his capital account) without first giving to the other partners a right of first refusal on any such transfer. In addition, no assignee shall become a substituted limited partner of the Partnership unless (i) the assigning limited partner so provides in the instrument of assignment; (ii) the assignee agrees in writing to be bound by the provisions of this Certificate and Agreement; (iii) the general partner so consents in writing; and (iv) the assignee pays to the Partnership a reasonable fee to cover the costs and expenses of preparation, execution and recordation of an amendment to this Certificate. If all of such conditions are satisfied, the general partner shall prepare (or cause to be prepared) for recordation an amendment to this Certificate and Agreement to be signed and sworn to by it, by each of the limited partners, by the assigning limited partner and by the assignee. Each limited partner hereby appoints the general partner as his true and lawful attorney-in-fact, in such limited partner's name and behalf, to sign, certify under oath and acknowledge any and every such amendment and to execute whatever further instruments may be requisite to effect the substitution of a limited partner or to reflect:

(i) a change in the name of the Partnership or in the amount or character of the contribution of any limited partner (including a change by reason of the return to any limited partner of all or any part of his capital account);

(ii) the admission of an additional limited partner in accordance with the provisions of paragraph XI hereof or by unanimous agreement of all partners;

(iii) the admission of a general partner by unanimous agreement of all partners;

(iv) a change in the character of the business of the Partnership;

(v) the correction or clarification of any incorrect statement in this Certificate (or any amendment hereof);

(vi) a change in the time stated in this Certificate (or any amendment hereof) for the end of the term of the Partnership or for the return of the capital account of any limited partner; or

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(vii) any other change or modification of this Certificate (or any amendment hereof) made in order to represent accurately the agreement among partners, such power of attorney being irrevocable so long as the general partner herein named remains a general partner of the Partnership.

XI. No right is reserved to admit additional limited partners to the Partnership except in the following situations:

(a) By unanimous agreement of all partners; and

(b) In the event of the assignment by a limited partner of all or any part of his limited partnership interest, each such assignee may become a substituted limited partner under the conditions set forth in paragraph X hereof.

XII. No partner shall have priority over any other partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution.

XIII. Except as set forth in the following sentence of this paragraph XIII, no partner shall have the right to reform the Partnership and continue its business on the withdrawal, retirement, death, dissolution, adjudication of bankruptcy, or adjudication of insanity or incompetency of any general partner except insofar as may be necessary to the dissolution and winding up of the affairs of the Partnership. On the withdrawal, retirement, death, dissolution, adjudication of bankruptcy or insanity or incompetency of a general partner, then, if seventy-five percent (75%) in interest of the remaining partners elect to continue the Partnership business, (i) the Partnership shall not be dissolved; (ii) such electing partners shall select from among themselves a new general partner(s), (iii) the Partnership and the business of the Partnership shall be continued, under and pursuant to the provisions of this Agreement; (iv) the general partnership interest owned by the general partner who has withdrawn, retired, died, been dissolved, been adjudged bankrupt, or been adjudged insane or incompetent, shall thereafter be deemed to be a limited partnership interest, and such partner (or his trustee in bankruptcy, executors or administrators, successors or assigns, or other personal or legal representative) shall thereafter be deemed to be a limited partner; and (v) this Certificate shall be amended to reflect such continuation.

XIV. No limited partner shall have any right to demand and receive property, in lieu of cash, in return of his capital account. Any demand for the return of a limited partner's capital account, if otherwise proper under the terms of paragraph VIII hereof, shall be for cash only.

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IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and seals as of the day and year first above written, and do swear to the truth of the foregoing.

GENERAL PARTNER:

ATTEST:

WEISSBERG CORP.

By: _____
R. Lide Glenn,
Executive Vice President

[Corporate Seal]

LIMITED PARTNERS:

ATTEST:

WEISSBERG CORP.

By: _____
R. Lide Glenn,
Executive Vice President

[Corporate Seal]

WITNESS:

_____ (SEAL)
Marvin F. Weissberg

_____ (SEAL)
Harold R. Evans

_____ (SEAL)
R. Lide Glenn

0000 0128

CLERKS NOTATION
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State of Virginia)
) ss
County of at Large)

The foregoing instrument was acknowledged before me this 12th day of March, 1985, by R. Lide Glenn, the Executive Vice President President of Weissberg Corp., a Virginia corporation, on behalf of the corporation.

Linda S. Thompson
Notary Public

[Notarial Seal] My commission expires: May 17, 1987

State of Virginia at Large)
) ss
County of)

The foregoing instrument was acknowledged before me this 12th day of March, 1985, by Marvin F. Weissberg.

Joanne R. Lane
Notary Public

[Notarial Seal] My commission expires: May 16, 1987

State of Virginia at Large)
) ss
County of)

The foregoing instrument was acknowledged before me this 12th day of March, 1985, by Harold R. Evans.

Joanne R. Lane
Notary Public

[Notarial Seal] My commission expires: May 16, 1987

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CLERKS NOTATION
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BOOK 25 PAGE 81

VOL 182 PAGE 685

000437

State of Virginia
) ss
County of)

The foregoing instrument was acknowledged before me this 12th day of March, 1985, by R. Lide Glenn.

Yvonne R. Ross
Notary Public

[Notarial Seal]

My commission expires May 16, 1987

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CLERKS NOTATION
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EXHIBIT A

SECOND RESTATEMENT
OF
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
FORTY-TWENTY-NINE ASSOCIATES LIMITED PARTNERSHIP

Name and Address	Cash Capital Contribution	Percentage of Partnership Interest
General Partner		
Weissberg Corp. Suite 1204 1911 North Fort Myer Drive Rosslyn, Virginia 22209	$ 700	2%
Limited Partners		
Weissberg Corp. Suite 1204 1911 North Fort Myer Drive Rosslyn, Virginia 22209	$ 8,050	23%
Marvin F. Weissberg Suite 1204 1911 North Fort Myer Drive Rosslyn, Virginia 22209	$21,000	60%
R. Lide Glenn Suite 1204 1911 North Fort Myer Drive Rosslyn, Virginia 22209	$ 1,750	5%
Harold R. Evans 4331 Westover Place, N.W. Washington, D.C. 20016	$ 3,500	10%
TOTAL	$35,000	100%

0000 0131

CLERKS NOTATION
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AVAILABLE

Book 182 - Page 685 - B

000439

BOOK 25 PAGE 83

LJ

05

52

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD
TIME 10:02 MO. DAY YEAR 7-29-85

	ORG. & CAP. FEE
	RECORDING FEE
	LIMITED PARTNERSHIP FEE
50	OTHER
50	TOTAL CASH ☐ CHECK ☑ APPROVED BY

Certif of [redacted]
Existing LP
— Not on file

Make card

S. Keels
Content, Tatusko
1225 - 19th St, NW #600
Wash DC 20036

0000 6132

CLERKS NOTATION
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182 PAGE 687

BOOK 25 PAGE 84

CERTIFICATE OF LIMITED PARTNERSHIP
OF
FORTY-TWENTY-NINE ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND JULY 29, 1985 AT 10:12 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2739, FOLIO 000428 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $ 0

RECORDING FEE PAID: $ 50

SPECIAL FEE PAID: $

M1976497

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL

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.

Gal B. Adams

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 182599

CLERKS NOTATION
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AVAILABLE

BOOK 25 PAGE 158

000687

182 PAGE 688

FIRST AMENDMENT
TO
LIMITED PARTNERSHIP AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CARUSO INVESTMENT LIMITED PARTNERSHIP
(A MARYLAND LIMITED PARTNERSHIP)

THIS FIRST AMENDMENT is made this 16th day of June, 1985, but shall be effective as of June 1, 1985.

The undersigned, having formed a limited partnership known as Caruso Investment Limited Partnership (the "Partnership") pursuant to a Limited Partnership Agreement and Certificate of Limited Partnership (the "Certificate") recorded on January 3, 1984 by the Maryland State Department of Assessments and Taxation and on June 27, 1984 by the Clerk of the Circuit Court, Anne Arundel County, do hereby amend said Agreement and Certificate as follows:

1. Paragraph 2 of the Certificate is hereby amended by deleting "690 Fairview Avenue, Annapolis, Maryland 21403" as the address of the principal office of the Partnership and the address of its resident agent, Richard V. Caruso, and inserting, in lieu thereof, "3066 Rundelac Road, Annapolis, Maryland 21403" as the address of the principal office of the Partnership and the address of its resident agent.

2. Exhibit A attached to said Certificate is amended as of June 1, 1985, to read in its entirety as set forth in Exhibit A attached hereto and made a part hereof.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10: 39
E. AUBREY COLLISON
CLERK

52218122

0000 0134

CLERKS NOTATION
BEST COPY
AVAILABLE

3. Except as amended by this First Amendment, said Certificate is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned parties have hereunto fixed their signatures and seals as of the day and year set forth above.

GENERAL PARTNERS:

WITNESS:

Georgia A. de la Reguera — Richard V. Caruso (SEAL)
RICHARD V. CARUSO

Georgia A. de la Reguera — Gregory R. Caruso (SEAL)
GREGORY R. CARUSO

LIMITED PARTNERS:

WITNESS:

Georgia A. de la Reguera — Richard V. Caruso (SEAL)
RICHARD V. CARUSO

Georgia A. de la Reguera — Barbara A. Caruso (SEAL)
BARBARA A. CARUSO

Georgia A. de la Reguera — Gregory R. Caruso (SEAL)
GREGORY R. CARUSO

Georgia A. de la Reguera — Jeffrey V. Caruso (SEAL)
JEFFREY V. CARUSO

Georgia A. de la Reguera — Elizabeth C. Caruso (SEAL)
ELIZABETH C. CARUSO

Georgia A. de la Reguera — Barbara A. Caruso (SEAL)
BARBARA A. CARUSO as custodian for CATHERINE A. CARUSO, a minor, Maryland Uniform Gifts to Minors Act

CLERKS NOTATION
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AVAILABLE

EXHIBIT A

CARUSO INVESTMENT LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

AND

CERTIFICATE OF LIMITED PARTNERSHIP

Name and Address	Percentage of Partnership Interest	Total Capital Contribution
GENERAL PARTNERS		
Richard V. Caruso 3066 Rundelac Road Annapolis, Maryland 21403	1%	$ 1,000
Gregory R. Caruso 3066 Rundelac Road Annapolis, Maryland 21403	1%	1,000
LIMITED PARTNERS		
Richard V. Caruso 3066 Rundelac Road Annapolis, Maryland 21403	15-2/3%	15,666.66
Barbara A. Caruso 3066 Rundelac Road Annapolis, Maryland 21403	16-2/3%	16,666.66
Gregory R. Caruso 3066 Rundelac Road Annapolis, Maryland 21403	15-2/3%	15,666.67
Jeffrey V. Caruso 3066 Rundelac Road Annapolis, Maryland 21403	16-2/3%	16,666.67
Elizabeth C. Caruso 3066 Rundelac Road Annapolis, Maryland 21403	16-2/3%	16,666.67
Barbara A. Caruso, as custodian for Catherine A. Caruso, a minor, Maryland Uniform Gifts to Minors Act 3066 Rundelac Road Annapolis, Maryland 21403	16-2/3%	16,666.67

CLERKS NOTATION
BEST COPY
AVAILABLE

)
) ss:
)

On this 16th day of June, 1985, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared RICHARD V. CARUSO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Robin Clancy
Notary Public

[Notarial Seal]

My Commission Expires: 7/1/86

)
) ss:
)

On this 16th day of June, 1985, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared GREGORY R. CARUSO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Robin Clancy
Notary Public

[Notarial Seal]

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

)
) ss:
)

On this 16th day of June, 1985, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared BARBARA A. CARUSO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Robin Clancy
Notary Public

[Notarial Seal]

My Commission Expires: 7/1/86

)
) ss:
)

On this 16th day of June, 1985, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared BARBARA A. CARUSO as custodian for CATHERINE A. CARUSO, a minor, Maryland Uniform Gifts to Minors Act, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Robin Clancy
Notary Public

[Notarial Seal]

My Commission Expires: 7/1/86

CLERKS NOTATION
BEST COPY
AVAILABLE

)
) ss:
)

On this 16th day of June, 1985, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared JEFFREY V. CARUSO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Robin Clancy
Notary Public

[Notarial Seal]

My Commission Expires: 7/1/86

)
) ss:
)

On this 16th day of June, 1985, before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared ELIZABETH C. CARUSO, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

Robin Clancy
Notary Public

[Notarial Seal]

My Commission Expires: 7/1/86

Book 182 - Page ~~134~~ 693-A

000693

BOOK 25 PAGE 164

Ct of Appt

20

L.D.

1985 AUG -9 A 10:23

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME		MO. DAY YEAR
10:23		8/9/85
	ORIG.	
	REC'D	
50	RECORD	
12	OTHER	1-CC 6
62	TOTAL CHARGE	~~4~~

do not

Appt, Hofstetter

1050 Conn. Ave N.W.

Wash. D.C. 20036 - 5339

CLERKS NOTATION
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AVAILABLE

0000 6140

CLERKS NOTATION
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AVAILABLE

BOOK 25 PAGE 165

VOL 182 PAGE 694

CERTIFICATE OF AMENDMENT

OF

CARUSO INVESTMENT LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND August 9, 1985 AT 10:23 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2742, FOLIO 000686 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID:	RECORDING FEE PAID:	SPECIAL FEE PAID:
$	$ 50.00	$

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL 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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 183354

CLERKS NOTATION
BEST COPY
AVAILABLE

BOOK 25 PAG. 154

SECOND AMENDMENT OF CERTIFICATE AND AGREEMENT
OF TBG LIMITED PARTNERSHIP

000563
182 PAGE 695

The undersigned, TDC of Baltimore, Inc., a Maryland Corporation, John W. O'Shaughnessy, and Richard F. X. Johnson, who are the General Partner of TBG Limited Partnership and the parties designated in this Amendment as new limited partners of TBG Limited Partnership, respectively do hereby certify that:

FIRST: The name of the Limited Partnership is TBG Limited Partnership.

SECOND: The Certificate and Agreement of TBG Limited Partnership, filed with State Department of Assessments and Taxation on January 17, 1984, as amended by the First Amendment of Certificate and Agreement of Limited Partnership of TBG Limited Partnership, dated May 28, 1985, is hereby further amended as follows:

(1) Jeffrey R. Algatt is hereby removed as a Limited Partner of TBG Limited Partnership, by virtue of the transfer of his interest in the Partnership to John W. O'Shaughnessy and Richard F. X. Johnson.

(2) John W. O'Shaughnessy is added as an additional Limited Partner of the Partnership. The business address, initial cash contribution and number of Partnership Units of O'Shaughnessy are as set forth under his signature to this Amendment.

(3) Richard F. X. Johnson is added as an additional Limited Partner of the Partnership. The business address, initial cash contribution and number of Partnership Units of Johnson are as set forth under his signature to this Amendment.

IN WITNESS WHEREOF, this Second Amendment of Certificate and Agreement of TBG Limited Partnership has been executed the day of August, 1985.

GENERAL PARTNER:
TDC OF BALTIMORE, INC.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 10: 39
E. AUBREY COLLISON
CLERK

W. Scott Toombs, President (SEAL)

52268025

0000 6142

CLERKS NOTATION
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BOOK 25 PAGE 155

000564

182 PAGE 696

ADDITIONAL LIMITED PARTNER

Richard F. X. Johnson

Richard F. X. Johnson

Business Address: 1101 Market Street
Philadelphia, PA 19107

Partnership Units: Eight (8)

Cash Contribution: $250.00

ADDITIONAL LIMITED PARTNER

John W. O'Shaughnessy

John W. O'Shaughnessy

Business Address: 47 Elm Street
New Canaan, CT 06840

Partnership Units: Eight (8)

Cash Contribution: $250.00

CLERKS NOTATION
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AVAILABLE

Book 182 - Page 1694

000565

BOOK 25 PAGE 156

Ct of Alt

20

STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

TIME 3:35		NO. DAY 8/13/85	YEAR
	CONC. & CAP. FEE		
	RECORDING FEE		
	LIMITED PARTNERSHIP FEE		
50	OTHER 1-CC	2	
8	TOTAL CASH		APPROVED BY
58	CHECK		

Cert. Copy made

do not

Semmes, Bowen & Semmes
10 Light St.
Balt. Md 21202

1985 AUG 13 P 3:35

0000 6144

CLERKS NOTATION
BEST COPY
AVAILABLE

182 PAGE 697

BOOK 25 PAGE 157

CERTIFICATE OF AMENDMENT

OF

TBG LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND Aug. 13, 1985 AT 3:35 O'CLOCK P. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

RECORDED IN LIBER 2742, FOLIO 000562 OF THE RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

BONUS TAX PAID: $

RECORDING FEE PAID: $ 50.00

SPECIAL FEE PAID: $

TO THE CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL 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.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND

A 183349

CLERKS NOTATION
BEST COPY
AVAILABLE

191492

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

BOOK 25 PAGE 171

APPROVED FOR RECORD
5-22-86 at 8:52 a.m.

BOOK 182 PAGE 698

1986 MAY 22 A 8:52

D.C.I. INDUSTRIES, INC.

ARTICLES OF SALE AND TRANSFER

ARTICLES OF SALE AND TRANSFER entered into this 6th day of May, 1986, by and between D.C.I. INDUSTRIES, INC. (hereinafter sometimes referred to as the "Transferor"), and W. F. UTZ CONSTRUCTION COMPANY, 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 substantially all of its property and assets to Transferee, its successors and assigns, as hereinafter set forth.

SECOND: The name, post office address and principal place of business of Transferee is 1511 Ritchie Highway, Arnold, Maryland 21012.

THIRD: The name and state of incorporation of each corporation party to these Articles of Sale and Transfer are as follows:

Transferor is D.C.I. Industries, Inc., a corporation organized under the general laws of the State of Maryland.

Transferee is W. F. Utz Construction Company, Inc., organized under the general laws of the State of Maryland.

FOURTH: The nature and amount of the consideration to be paid by Transferee to Transferor for the property hereby transfered to it as set forth in Article NINTH herein, is Six Hundred Fifty Thousand Dollars ($650,000.00).

FIFTH: The principal office of Transferor is in the County of Anne Arundel, State of Maryland. The only county in which Transferor owns property, the title to which could be affected by the recording of an instrument is Anne Arundel County.

SIXTH: The location of the principal office of Transferee in the State of Maryland is 1511 Ritchie Highway,

1986 MAY 23 A 9:29

1986 AUG 11 PM 1:24

61428001
61428002

2815 2097

0000 0146

CLERKS NOTATION
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Arnold, Maryland 21012. Transferee owns real property in this State.

SEVENTH: The Board of Directors of Transferor by unanimous informal written action signed by all the members thereof filed with the minutes of the proceedings of the Board duly adopted a resolution declaring that the sale, assignment and transfer of substantially all the assets of Transferor as herein set forth is advisable and directing that these Articles of Sale and Transfer be submitted for action thereon by the stockholders of Transferor by unanimous informal written 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 of Transferor.

A unanimous written informal action setting forth approval of these Articles of Sale and Transfer was signed by all of the stockholders of the 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 of Transferor.

EIGHTH: The Board of Directors of Transferee, by unanimous informal written action signed by all the members thereof filed with the minutes of the proceedings of the Board, duly adopted a resolution declaring that the sale, assignment and transfer of substantially all the assets of Transferor to Transferee as herein set forth is advisable and directing that these Articles of Sale and Transfer be submitted for action thereon by the stockholders of Transferee by unanimous written informal 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 of Transferee.

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CLERKS NOTATION
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A unanimous informal written action setting forth approval of these Articles of Sale and Transfer was signed by all of the stockholders of the 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 of Transferee.

NINTH: In consideration of the payment to Transferor of Six Hundred Fifty Thousand Dollars ($650,000.00) in accordance with the terms and conditions of the Agreement, Transferor does hereby bargain, sell, deed, grant, convey, transfer, set over and assign to Transferee, its successors and assigns:

> BEING all that parcel of land containing 34.396 acres, more or less, shown on the Plats entitled "Woodfield Village," which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 99, Pages 46, 47, 48, 49 and 50, including all roadbeds, open spaces, flood plains and reserved parcels.

TENTH: These Articles of Sale and Transfer are executed, acknowledged, sealed and delivered in the State of Maryland by Transferor, a Maryland corporation, and Transferee, a Maryland corporation, 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 with the State of Maryland.

IN WITNESS WHEREOF, The D.C.I. Industries, Inc. and W. F. Utz Construction Company, Inc., parties to these Articles of Sale and Transfer, have caused these Articles of Sale and Transfer to be signed and acknowledged in the name and on behalf of each corporation party to these Articles of Sale and Transfer by its President or Secretary and attested by the Secretary or the Assistant Secretary, as of the 2nd day of May, 1986.

0000 0148

CLERKS NOTATION
BEST COPY
AVAILABLE

ATTEST:

Ronald L. Beatley

D.C.I. INDUSTRIES, INC.

By: Albert W. Woodfield
Albert W. Woodfield,
President

ATTEST

Harold A. Goodman

W. F. UTZ CONSTRUCTION
COMPANY, INC.

By: William F. Utz
WILLIAM F. UTZ, President

THE UNDERSIGNED, President of D.C.I. Industries, Inc., who executed on behalf of said corporation 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.

Albert W. Woodfield
ALBERT W. WOODFIELD

THE UNDERSIGNED, President of W. F. Utz Construction Company, Inc., who executed on behalf of said corporation 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

2815 2100

0000 6149

CLERKS NOTATION
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AVAILABLE

thereof are true in all material respects, under the penalties of perjury.

WILLIAM F. UTZ

STATE OF HAWAII)
COUNTY OF Maui) to wit:
)

I HEREBY CERITFY that on this 2 day of May, 1986, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared ALBERT W. WOODFIELD, who made oath in due form of law that he is President of D.C.I. Industries, Inc., a Maryland corporation, and acknowledged the foregoing Articles of Transfer to be the corporate act of said Corporation.

AS WITNESS my hand and Notarial Seal on the date last above written.

Carol Olwin
Notary Public

My Commission Expires: November 14, 1987

July 1, 1986

STATE OF MARYLAND)
)
COUNTY OF ANNE ARUNDEL) to wit:

I HEREBY CERTIFY that on this 5th day of May, 1986, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared ALBERT W. WOODFIELD, III, who made oath in due form of law that he is the Secretary of the Corporation and that the said Articles of Transfer and the transaction effected thereby were duly authorized by written consent of all stockholders and directors, and the matters and facts set forth in said Articles are reflected in the minute book of said Corporation and are true and correct to the best of his knowledge, information and belief.

AS WITNESS my hand and Notarial Seal on the date last above written.

PATRICIA M. GAYNE Notary Public Anne Arundel Co., Md.

Patricia M. Gayne
Notary Public

My Commission Expires:

July 1, 1986

0000 6150

CLERKS NOTATION
BEST COPY
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STATE OF MARYLAND)
) to wit:
COUNTY OF ANNE ARUNDEL)

I HEREBY CERTIFY that on this 6th day of May, 1986, before me, the subscriber, a Notary Public in and for the County and State aforesaid, personally appeared WILLIAM F. UTZ, who made oath in due form of law that he is the President of W. F. Utz Construction Company, Inc., a Maryland Corporation and acknowledged the foregoing Articles of Transfer to be the corporate act of said Corporation; and at the same time, personally appeared Jessie Goodmuth, who made oath in due form of law that he/she is the Secretary of the Corporation and the said Articles of Transfer and the transaction effected thereby were duly authorized by written consent of all stockholders and directors, and teh matters and facts set forth in said Articles of Transfer wth respect to said authorization and approval are reflected in the minute book of said Corporation and are true and correct to the best of his/her knowledge, information and belief.

AS WITNESS my hand and Notarial Seal on the date last above written.

Notary Public

My Commission Expires:

July 1, 1986

0000 0151

CLERKS NOTATION
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BOOK 25 PAGE 177

STATE OF MARYLAND
State Department of Assessments and Taxation
Gene L. Burner, Director

182 PAGE 704

DOCUMENT CODE 12 Business Code _____ County _____

#_____ _____Close

~~Merging~~ D0668081
(Transferor) DC & Industries, Inc

~~Surviving~~ D0627653
(Transferee) W.F. Utz Construction Company, Inc.

Name Change
(New Name) _____

_____Change of Name

_____Change of Principal Office

_____Change of Resident Agent

_____Change of Resident Agent Address

CODE	AMOUNT	FEE REMITTED
61		Rec. Fee (Arts. of Inc.)
20		Organ. & Capitalization
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64	22	Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
51		Foreign Name Registration
50		Cert. of Qualification or Registration
13		Certified Copy
56		Foreign Penalty
54		For. Supplemental Cert.
73	4	Cert. of Conveyance
		Anne Arundel Co. land records

CODE	AMOUNT	FEE REMITTED
75		Special Fee
80		For. Limited Partnership
83		Cert. Ltd. Partnership
84		Amend. to Limited Partnership
85		Term. of Limited Partnership
21	2145	Recordation Tax
22	3250	State Transfer Tax
23	6500	Local Transfer Tax
31		Corp. Good Standing
NA		For. Corporation Registration
		Other
		Other

TOTAL FEES $11,921 Checks 2 _____Cash

APPROVED BY: RO

_____ Documents on _____checks

Mail to Address: Monumental Title Corp
Monumental Title Bldg
Severna Pk, Md 21146

Code_____

ATTENTION:

NOTE: No ag tax, by A.A.Co. A&T

0 2815 2103

0000 0152

182 PAGE 705

CLERKS NOTATION
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AVAILABLE

BOOK 25 PAGE 178

ARTICLES OF SALE AND TRANSFER

BETWEEN

DCI INDUSTRIES, INC. (A MD CORP.) TRANSFEROR

AND

W. F. UTZ CONSTRUCTION COMPANY, INC. (A MD CORP.) TRANSFEREE

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND MAY 22, 1986 AT 8:52 O'CLOCK A. M. AS IN CONFORMITY WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND CAPITALIZATION FEE PAID:
$

Cert. of Conv.-A. A. Co.-Land Rcds.

RECORDING FEE PAID:
$ 22.00
4.00
26.00

SPECIAL FEE PAID:
$

TO THE CLERK OF THE COURT OF ANNE ARUNDEL 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

A 202911

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

2815 2093

0000 6153