

LIBER

14



TO: KIM LEAMON	FROM: GLORIA SAGER	DATE: 5/29/91
FAX #: 220-3072	TEXAS STEALS + BBR	NO. PAGES INCLUDING THIS PAGE: 1
	FAX #:	PHONE #: 626-8700

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
D & G LIMITED PARTNERSHIP**

5/30/91 1:43

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this ___ day of May, 1991.

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EXPLANATORY STATEMENT

Danny G. Sager, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall be conducted under the name **D & G LIMITED PARTNERSHIP**.
2. The purposes for which the Partnership are formed are as follows: (a) real estate management and investment; and (b) to do any and all things necessary, convenient, or incidental to the foregoing.
3. The address of the principal office of the Partnership is c/o Danny G. Sager, 201 Revell Highway, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Danny G. Sager, 201 Revell Highway, Annapolis, Maryland 21401. ✓

4. The name and address of the general partners are as follows:

General partners:

Danny G. Sager
201 Revell Highway
Annapolis, Maryland 21401

Gloria A. Sager
201 Revell Highway
Annapolis, Maryland 21401

Limited partner:

Peter C. Gabardini, Jr.
900 Bestgate Road
Suite 400
Annapolis, Maryland 21401

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STATE DEPT. OF
ASSESSMENTS & TAXATION

5. The amount of cash and other value contributed by the limited partner is the total sum of \$100.00.

6. The partnership shall be dissolved and its affairs wound up upon (a) the expiration of the term of the Partnership (December 31, 2011); (b) the sale, exchange, or other complete disposition of all of the Partnership's assets; (c) the incapacity of all of the General

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Partners of the Partnership; or (d) the happening of any other event causing the dissolution of the Partnership under the Act or the Partnership Agreement.

IN WITNESS WHEREOF, the General Partners acknowledge that this Certificate of Limited Partnership is its act, and further acknowledge, under penalties 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 of Limited Partnership under seal as of the day and year first above written.

General Partners:

Danny G. Sager
Danny G. Sager

Gloria A. Sager
Gloria A. Sager

Nicole L. Lanahan

Limited Partner:

Peter C. Garbardini, Jr.
Peter C. Garbardini, Jr.

Nicole L. Lanahan

BOOK 014 PAGE 03

**LIMITED PARTNERSHIP AGREEMENT
OF
D & G LIMITED PARTNERSHIP**

THIS LIMITED PARTNERSHIP AGREEMENT is made this ____ day of May, 1991, by and between Danny G. Sager and Gloria A. Sager, as general partners, and those persons signatory hereto, as limited partners.

EXPLANATORY STATEMENT

The parties hereto desire to take title to property located in Anne Arundel County, and to hold the same as an investment for income producing purposes. In order to accomplish their aforesaid desires, the parties hereto wish to join together in a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act, Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland.

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, it is mutually agreed by and between the parties hereto as follows:

1. Name. The name of this limited partnership shall be "D & G Limited Partnership."

2. Definitions. Through this Agreement, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act ("MRULPA"), as amended from time to time, shall be 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:

- 2.1. "Agreement"--This Limited Partnership Agreement.
- 2.2. "Partnership"--This Limited Partnership.

3. Principal Office of Partnership. The address of the principal office of the Partnership in this State shall be located at 201 Revell Highway, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership in this State are Danny G. Sager, 201 Revell Highway, Annapolis, Maryland 21401.

4. Purposes. The purposes for which the Partnership is formed are as follows:

4.1. The Partnership shall acquire title to a tract of real property located in Anne Arundel County, Maryland, commonly known as 201 Revell Highway ("Property").

4.2. The Partnership may lease, encumber, or sell all or any part of the Property.

4.3. The Partnership may also do and engage in any and all other things and activities incident to the acquisition, holding, management, operation, leasing, and sale of the Property.

4.4. 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.

BOOK 014 PAGE 04

5. Filing of Initial Certificate. The general partners shall (a) promptly prepare an Initial Certificate of Limited Partnership (the "Certificate") to be filed with the State Department of Assessments and Taxation of Maryland, and such other place or places as may be required by law; (b) file the Certificate with the Department; and (c) do all other things requisite for the due formation of the Partnership as a limited partnership pursuant to the laws of the State of Maryland.

6. Term. The Partnership shall be formed at the time of filing of the Certificate with the Department. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall terminate on December 31, 2011.

7. Partners; Partnership Interests; Contributions.

7.1. The name and the home or business address of each partner and original contribution and percentage of partnership interest of each of the partners are as set forth on the signature page hereof.

7.2. The original contribution of each partner set forth on the signature page hereof shall be contributed and paid in cash to the Partnership upon execution of this Agreement by each respective partner.

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

7.4. Except as set forth in this Agreement no partner shall be entitled to receive any distributions from the Partnership. A limited partner shall have the right to withdraw from the Partnership after the Limited Partnership has been in existence for at least one (1) year on not less than six months' prior written notice to each general partner at his address on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, 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.

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8. Allocations of Profits and Losses.

8.1. For purposes of this Agreement and until determined otherwise by the general partners, in their sole discretion, the term fiscal year shall mean the calendar year (the "Fiscal Year").

8.2. The profits and losses of the Partnership shall be determined for each Fiscal Year of the Partnership in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. For purposes of Section 702 and 704 of the Internal Revenue Code of 1986, or the corresponding sections of the future internal revenue law, or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each partner's distributive share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the partners' respective percentages of partnership interest.

8.3. 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 each partner's respective percentage of partnership interest.

9. Distributions.

9.1. For purposes of this Agreement:

9.1.1. "Net Cash Flow" shall mean:

9.1.1.1. Taxable income for federal 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 1986, and any charitable contributions, increased by (a) the amount of the 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

9.1.1.2. Any other funds deemed by the general partners to be available for distribution.

9.2. The Net Cash Flow of the Partnership shall be distributed among the partners in proportion to each partner's respective percentage of partnership interest.

9.3. 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 the Property in any other manner shall be distributed to the partners in proportion to each partner's respective percentage of partnership interest.

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10. Rights and Powers of General Partners; Management of Partnership Business.

10.1. The general partners shall have sole and complete control of the management and operation of the affairs and business of the Partnership, shall have the authority to take any action whatsoever with respect to the management and operation of the Partnership affairs permitted under law and by MRULPA, shall maintain books of account and records as required under MRULPA, and shall operate the Partnership for the benefit of all of the partners. 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 this Agreement.

10.2. The general partners shall devote such of their time to the business of the Partnership as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the partners 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; 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.

11. Legal Title to Partnership Property. Legal title to all or any portion of the property of the Partnership shall be held in the name of "D & G Limited Partnership" or in such other manner as the general partners, in their sole discretion, shall determine to be in the best interest of the Partnership.

12. Status of Limited Partners.

12.1. No limited partner, in addition to the exercise of his rights and powers as a limited partner, shall take part in the control of the business of the Partnership.

12.2. The limited partners shall have no voting rights, except those pertaining to the dissolution and winding-up of the Partnership, as set forth in Section 14; the sale of all or substantially all of the assets of the Partnership, as set forth in this Section 12; and approving an amendment to this Agreement, as set forth in this Section 12.

12.3. The general partners shall have the authority to amend this Agreement provided that any such amendment shall have received the consent of partners whose respective percentages of partnership interest exceed 50% of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the general partners. A sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Partnership shall require consent of partners whose respective percentages of partnership interests exceed 66 2/3% of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the general partners. 1425

12.4. Meetings of the Partnership for any purpose shall be held at the call of any of the general partners. All such meetings shall be held at a place designated by the general partners, and written notice of such location and of the date and time of the meeting shall be given by the general partners to each limited partner at least 10 days prior to such date.

13. Assignability of Partnership Interests.

13.1. Except as otherwise provided in this Section 13, none of the general partners shall have the right to withdraw from the Partnership or to assign all of their partnership interests in the Partnership. Any part but not all of the partnership interest of each general partner, as general partner, shall be assignable to a spouse, ancestor, descendant, brother or sister of a general partner or to a testamentary or inter-vivos trust of which the beneficiaries are one or more of a group consisting of the spouse, ancestor, descendant, brother or sister of the general partner, provided that such assignment does not terminate the Partnership for federal income tax purposes; and the assignee thereof shall be a limited partner entitled to all the rights and powers and shall be subject to all the restrictions and liabilities of a limited partner under this Agreement and the MRULPA.

13.2. Subject to the further provisions hereof and to the consent of a majority in number of the general partners, the partnership interest of each limited partner shall be assignable, provided that more than one (1) year has lapsed since the formation of the Partnership, and provided such assignment does not terminate the Partnership for federal income tax purposes. If the assigning limited partner so provided in the instrument of assignment, the assignee shall become a limited partner of the Partnership, provided that assignee pays a fee not to exceed Five Hundred Dollars (\$500.00) to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the Department.

13.3. The partnership interest owned by an assignee who has not become a 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 limited partner, but any such assignment shall be subject to all the provisions of this Section 13.

13.4. In the event of an assignment 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 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 1986, and the similar provisions of the tax law of any state or other jurisdiction.

13.5. Anything contained in this Agreement 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

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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 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, and each of the limited partners realizes that this partnership interest is not and will 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 Securities Exchange Act of 1934; 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.

14. Dissolution of the Partnership.

14.1. The Partnership shall be dissolved and its affairs shall be wound-up upon the first to occur of any of the following events:

14.1.1. The consent of the partners whose respective percentages of partnership interest exceed 70% in the aggregate of the total of 100% of the partnership interests of the Partnership.

14.1.2. The sale of all or substantially all of the partnership assets.

14.1.3. The expiration of the term of the Partnership.

14.1.4. The unanimous consent of the general partners.

14.1.5. All the general partners cease to be such.

14.1.6. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

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

14.2.1. 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 this Agreement.

14.2.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

14.2.3. 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).

14.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distributions under this Agreement.

14.2.5. The balance remaining, if any, to partners first for the return of their contributions and second respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

14.3. Upon the dissolution and the commencement of the

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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 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, and each of the limited partners realizes that this partnership interest is not and will 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 Securities Exchange Act of 1934; 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.

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14.2.3. 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).

14.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distributions under this Agreement.

14.2.5. The balance remaining, if any, to partners first for the return of their contributions and second respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

14.3. Upon the dissolution and the commencement of the

winding-up of the Partnership, the general partners shall execute and cause to be filed with the Department a Certificate of Cancellation of Partnership.

14.4. The general partners shall not be personally liable for the return or repayment of all or any portion of the contribution of any partner; any such return or repayment shall be made solely from Partnership assets.

15. Bank Accounts. The funds of the Partnership shall be deposited in such bank account or accounts as the general partners shall deem appropriate, in their sole discretion, and the general partners shall arrange for the appropriate conduct of such accounts.

16. Indemnification. The Partnership shall indemnify and advance expenses to the general partners to the fullest extent and in the manner provided for corporate directors in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. Such indemnification shall be made solely from the assets of the Partnership. For the purposes of this Section 18, a general partner shall be deemed to be a director within the meaning of Section 2-418; the Partnership shall be deemed to be a corporation within the meaning of Section 2-418; and the general partners shall be deemed to be the board of directors within the meaning of Section 2-418.

17. Authority of General Partners. Either one of the General Partners shall have the right, power and authority to act for and on behalf of the partnership, to enter into and execute any lease, contract, agreement, deed, mortgage, plot or other instrument or document required or otherwise appropriate to lease, sell, mortgage, convey, refinance, grant easements on or dedicate partnership property, to dedicate partnership property (or any part thereof), to borrow money and execute promissory notes, to secure the same by mortgage upon such partnership property, to renew or extend any and all such notes, and to convey such partnership property by deed, mortgage or otherwise.

18. Miscellaneous.

18.1. Unless otherwise provided in this Agreement, no partner shall be liable to any other partner or to the Partnership for any good faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

18.2. 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 thereof.

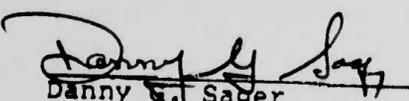
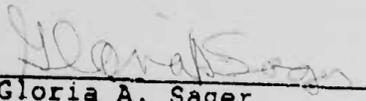
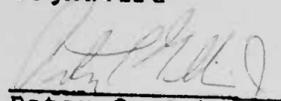
18.3. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, warranties and representations among the parties hereto with respect to the Partnership, the business of the Partnership and the property of the Partnership,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

herein.

19. Governing Law. It is the intention of the parties hereto that this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Maryland.

20. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

	Capital Contribution	Percentage Interest
<u>General Partners</u>		
<u>Signature</u>		
 Danny G. Sager 201 Revell Highway Annapolis, MD 21401		49.5%
 Gloria A. Sager 201 Revell Highway Annapolis, MD 21401		49.5%
<u>Limited Partner</u>		
<u>Signature</u>		
 Peter C. Gabardini, Jr. 900 Bestgate Road Suite 400 Annapolis, MD 21401	\$100.00	1%

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STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

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DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10	<u>50</u>	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	<u>16</u>	<u>1</u> Certified Copy <u>10</u>
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance

Name Change (New Name) _____

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent and Resident Agent's Address
 _____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

75	_____	Special Fee
80	_____	For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	_____ Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	_____ Limited Part. Good Standing
71	_____	Financial _____ Personal
600	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
_____	_____	Other _____
_____	_____	Other _____

ATTENTION: _____

MAIL TO ADDRESS:
Danny Sager
548 Moorings Circle
Arnold MD 21012

TOTAL FEES 116

_____ Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: PCM

CERTIFIED COPY MADE

3334

CERTIFICATE OF LIMITED PARTNERSHIP
OF
D & G LIMITED PARTNERSHIP

BOOK 014 PAGE 13

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 30, 1991 AT 1:43 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3225653

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.

RETURN TO:
DANNY SAGER
5481 MOORINGS CIRCLE
ARNOLD

MD 21012

230C3040058

A 359455



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

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STATE DEPARTMENT OF ASSESSMENT AND TAXATION

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP RECORD

THE NAME 5-28-91 at 12:36 A.M.

The General Partner herein, WILLIAM WALKER, P. O. Box 2229, Rockville, Maryland, 20852, hereby forms a Limited Partnership to be known as Good Luck Limited Partnership.

PURPOSE

The Partnership is formed to invest in that property known as 9503 Goodluck Road, Seabrook, Maryland, 20706, to improve it, sub-divide it, finance it, sell it, lease it, modify it or in any other manner deal with the property.

ADDRESS OF GENERAL PARTNER

The general Partner is William Walker of P.O. Box 2229, Rockville, Maryland, 20852.

NAME AND ADDRESS OF RESIDENT AGENT

The Resident Agent is Richard S. Basile, Esquire, of 6305 Ivy Lane, Suite 416, Greenbelt, Maryland, 20770.

ADDRESS OF PRINCIPAL OFFICE

The address of the principal office of the Partnership of this State will be 1473 Jordan Avenue, Crofton, Maryland, 21114.

TERMINATION OF PARTNERSHIP

This Partnership shall terminate upon the death of the partners, the sale of that property known as 9503 Goodluck Road, Seabrook, Maryland, 20706 or its ultimate expiration on May 2, 2021, whichever shall first occur.

[Signature]
WILLIAM WALKER, General Partner

DATE: 5/23/91

1991 MAY 27 PM 3:19

11488633

1991 MAY 28 12:36

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STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 05WCS BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Robert E. Ammons, P.A.</u>
71	_____	Financial	<u>6305 Day Lane</u>
600	_____	_____ Personal	<u>Suite #6</u>
	_____	Property Reports and late filing penalties	<u>Greenbelt, Md. 20770</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 50

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GOOD LUCK LIMITED PARTNERSHIP

BOOK 014 PAGE 16

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 28, 1991 AT 12:36 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3225646

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.

RETURN TO:
ROBERT E. AMMONS, P.A.
6305 IVY LANE, STE. 416
GREENBELT MD 20770



230C3040057

A 359454

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

3334 1416

BOOK 014 PAGE 17

APPROVED FOR RECORD

06-12-91 at 9:04A.m.

MELWOOD JUNCTION ASSOCIATES LIMITED PARTNERSHIP
CERTIFICATE OF CANCELLATION

1. DESCRIPTION

This is the Certificate of Cancellation of the above partnership by its sole General Partner, Bernard E. Mahon, 4898 Anchors Way, Galesville, Md. 20765.

1A. IDENTIFICATION NUMBERS

Maryland Corp. Charter Division	M1960145
Federal I.D. Number	52-1218644
Certificate of Amendment	51828573

2. FILING OF CERTIFICATE & AMENDMENTS

The Certificate of Limited Partnership of Melwood Junction Associates was filed with the Clerk of the Circuit Court for Prince Georges County, Maryland on October 24, 1979 and recorded in its Book #187 at Page 1.

A Certificate of Amendment dated 27 June, 1985 was filed with the Maryland State Department of Assessments and Taxation and approved by it on July 1, 1985. There have been no other amendments to the Certificate of Limited Partnership.

1985 JUN 27 11:3:19

1991 JUN 12 A 9:04

3. REASON FOR CERTIFICATE OF CANCELLATION

Paragraph (2) of the original Certificate reads as follows:

"To purchase a certain proposed sub-division known as "Melwood Junction" consisting of approximately 42.5 acres and to make certain improvements and to then sell the same".

The above language is repeated in the Certificate of Amendment of July 1, 1985 as cited above.

The above land has been sold; the liabilities have been paid in full and the remaining assets have been distributed to the partners. The final Federal Partnership Tax Return (form 1065) was filed for the calendar year 1989.

The expressed purpose of the partnership having been fulfilled and the partnership affairs having been properly wound up, the partnership is hereby terminated.

4. EFFECTIVE DATE

The effective date of this Certificate of Cancellation shall be the date of filing thereof with The Maryland State Department of Taxation and Assessments.

500

11635083

1991 JUN 12 17:29

5. MISCELLANEOUS

There are no known contingencies and no unfinished business.

IN WITNESS WHEREOF, the sole General Partner hereupon affixes his signature and seal on this 10th day of June, 1991.

MELWOOD JUNCTION ASSOCIATES
LIMITED PARTNERSHIP

BY: Bernard E. Mahon
Bernard E. Mahon,
Sole General Partner

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 014 PAGE 19

DOCUMENT CODE 21^{MA} BUSINESS CODE _____ COUNTY 52
M1960145 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	_____ Resignation of Resident Agent
13	_____	Certified Copy	_____ Designation of Resident Agent and Resident Agent's Address
56	_____	Penalty	_____ Other Change _____
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	<u>50</u>	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: <u>Melwood</u>
87	_____	Limited Part. Good Standing	<u>Junction Associates, L.P.</u>
71	_____	Financial	<u>4898 Anchors Way</u>
600	_____	Property Reports and late filing penalties	<u>Galesville, Md 20765</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 50

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: SMJ

7377 1730

CERTIFICATE OF CANCELLATION
OF
MELWOOD JUNCTION ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 12, 1991 AT 9:04 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M1960145

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.

RETURN TO:
MELWOOD JUNCTION ASSOCIATES, L.P.
4898 ANCHORS WAY
GALESVILLE MD 20765

238C3041526

A 360455



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

3337 1727

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

6-6-91 2:30 P.
OVERLEA LIMITED PARTNERSHIP RECEIVED
RESTATED AND AMENDED
CERTIFICATE OF LIMITED PARTNERSHIP

BOOK 014 PAGE 21

STATE DEPT. OF
ASSESSMENTS & TAXATION
JUN 6 PM 2 30

WHEREAS, Overlea Limited Partnership, a Maryland limited partnership (the "Partnership"), by action of its General Partners, executed a Certificate of Limited Partnership of the Partnership on May 7, 1991 (the "Original Certificate"); and

WHEREAS, the General Partners of the Partnership desire to restate and amend the Original Certificate as provided herein.

NOW, THEREFORE, the Partnership, by action of its General Partners, certifies:

1. Name. The name of the Partnership is "OVERLEA LIMITED PARTNERSHIP." ✓

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is 514 North Crain Highway, Glen Burnie, MD 21061. The name and address of the resident agent of the Partnership are Joel D. Fedder, 514 North Crain Highway, Glen Burnie, MD 21061. ✓

3. General Partners. The name and addresses of the General Partners of the Partnership are as follows: ✓

Managing General Partner
FGP, Inc.
c/o Joel D. Fedder

514 North Crain Highway
Glen Burnie, MD 21061

Non-managing General Partner
CJV Enterprises, Inc.
c/o Carl Verstandig
8716 Saytr Hill Road
Baltimore, Maryland 21234

4. Partnership Affairs. The affairs of the Partnership shall be governed by the Overlea Limited Partnership Agreement, dated as of May 6, 1991, which may be amended from time to time ("Agreement").

5. Authority of the General Partners. Pursuant to the Agreement, FGP, Inc. is the Managing General Partner of the Partnership (the "Managing General Partner"), and, in its capacity as Managing General Partner, FGP, Inc. has the exclusive right to manage the business of the Partnership including, but not limited to, the exclusive right to (i) buy, sell or lease Partnership property, and (ii) execute mortgages, notes or any other form of contract which concerns the Partnership or its assets. C.J.V. Enterprises, Inc., a General

JUN 7 PM 3:19

510

11588095

3337 0504

Partner of the Partnership, has no authority to (i) manage the business of the Partnership, (ii) buy, sell or lease Partnership property, (iii) execute mortgages, notes or any other form of contract which concerns the Partnership or its assets or (iv) take any other action on behalf of the Partnership.

6. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2041.

IN WITNESS WHEREOF, the General Partners of the Partnership have executed this Amended and Restated Certificate on this 23 day of MAY, 1991

WITNESS:

Carl Verstandig

FGP, INC., General Partner

Joel D. Fedder (SEAL)
Joel D. Fedder, President

Joel D. Fedder

CJV Enterprises, Inc., General Partner

Carl Verstandig (SEAL)
Carl Verstandig, President

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
M 3213139 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock
Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10		Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13		Certified Coop	_____ Other Change
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code <u>063</u>
80		For. Limited Partnership	
83		Cert. Limited Partnership	ATTENTION: <u>Leah Schuman</u>
84	<u>50</u>	Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		Limited Part. Good Standing	
71		Financial	
600		Personal	
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 50

Check Cash
Documents on 1 checks

NOTE:

APPROVED BY: [Signature]

3337 0506

CERTIFICATE OF AMENDMENT
OF
OVERLEA LIMITED PARTNERSHIP

BOOK 014 PAGE 24

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 6, 1991 AT 2:30 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3213139

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
LEAH SCHUMAN
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

236C3041235

A 360248



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

3337 0503

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 3rd day of July, 1991, by the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the general partners of LEGAL RESOURCES OF MARYLAND LIMITED PARTNERSHIP hereby 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 "LEGAL RESOURCES OF MARYLAND LIMITED PARTNERSHIP".

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 140 Lafayette Avenue, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership in this State are K. Houston Matney, c/o Fowley, Beckley & Stevens, P.A., 110 East Lexington Street, Fourth Floor, Baltimore, Maryland 21202-1759.

3. Names and Addresses of General Partners. The name and the business, residence, or mailing address of each general partner are as set forth on the signature pages hereof.

4. Dissolution. The latest date upon which the Partnership to dissolve is July 3, 2016.

1991 SEP 8 AM 11:03

510

1991 JUL 5 AM 9 14

STATE DEPARTMENT OF ASSESSMENTS AND RELATION
APPROVED FOR RECORD 11863138
7/5/91 at 9:14

IN WITNESS WHEREOF, this Certificate of Limited Partnership
has been signed this 3rd day of July, 1991.

GENERAL PARTNERS:

Noel W. Dalton
Noel W. Dalton

Business Address:

140 Lafayette Avenue
Annapolis, Maryland 21401

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging
(Transferor) _____

Surviving
(Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10		Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13		Certified Copy	_____ Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code <u>095</u>
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		Limited Part. Good Standing	
71		Financial	
600		_____ Personal	
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES _____

50 Check _____ Cash _____

NOTE: _____

Documents on _____ checks _____

APPROVED BY: A

3343 2072

CERTIFICATE OF LIMITED PARTNERSHIP
OF
LEGAL RESOURCES OF MARYLAND LIMITED PARTNERSHIP

BOOK -- 14 PAGE 28

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 5, 1991 AT 9:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3247558

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.

RETURN TO:
FOWLEY, BECKLEY & STEVENS P.A.
11 E. LEXINGTON ST., 4TH FLOOR
BALTIMORE MD 21202

006C3050782

A 362340



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

3743 2069

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
129 WEST
LIMITED PARTNERSHIP

APPROVED FOR RECORD

7-1-91 at 3:18 P.m.

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 15th day of June, 1991, by Franklin Paulson, Personal Representative of the Estate of Robert Podrog, as the Withdrawing General Partner and Franklin Paulson and Peter Zur Nedden, as the remaining General Partners.

EXPLANATORY STATEMENT

129 West Limited Partnership (the "Partnership") was formed pursuant to a Certificate and Agreement of Limited Partnership, dated November 12, 1985, recorded on December 17, 1985 with the State Department of Assessments and Taxation (the "SDAT") (the "Original Certificate").

Robert Podrog, a General Partner, died on December 8, 1987 and his General Partner Interest was converted to that of a Limited Partner by operation of law.

In order to reflect changes to the Maryland Revised Uniform Limited Partnership Act (the "Act"), and to reflect the withdrawal of Robert A. Podrog as a General Partner in the Partnership, the Partners of the Partnership (the "Partners") desire to amend and restate the Original Certificate in its entirety, changing only those terms allowed to be changed therein by the Act, (including without limitation, deleting information with respect to the limited partners), it being the intent of the Partners that the filing of this Certificate shall have no substantive effect whatsoever on the affairs of the Partnership other than those set forth herein and in the Act.

NOW, THEREFORE, the remaining General Partner hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1. The business of the Partnership shall continue to be conducted under the name "129 West Limited Partnership."
2. The purposes for which the Partnership is formed are as follows: (a) to own and develop the property known as 129-31-31 1/2 West Street, Annapolis, Maryland; and (b) to do any and all things necessary convenient or incidental to the foregoing.
3. Robert A. Podrog, a General Partner, is deceased and removed as General Partner, and his General Partner Interest has been converted to that of a Limited Partner.

RECEIVED
JUN 1 1991
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

11828730 1411

40

4. The address of the principal office of the Partnership is 1919 West Street, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Franklin Paulson, 6817 Melody Lane, Bethesda, Maryland 20817.

5. The name and business address of the General Partners are Franklin Paulson, 4420 Connecticut Avenue, N.W., Washington, D.C. 20008 and Peter Zur Nedden, 4330 East West Highway #1100, Bethesda, Maryland 20814.

6. The Partnership had a term beginning as of November 12, 1985 in accordance with the Original Certificate. The latest date upon which the Partnership shall be dissolved and its affairs wound up is December 31, 2040.

7. Until further amended by a separate instrument, the Original Certificate shall serve as the Agreement of Limited Partnership of the Partners and the Partnership and this Certificate shall serve as the Certificate of Limited Partnership of the Partnership. All references in the Original Certificate to "certificate" are hereby deleted from the Original Certificate.

IN WITNESS WHEREOF, each remaining General Partner acknowledges that this Amended and Restated Certificate of Limited Partnership is his act, and further acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that he has executed this Amended and Restated Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

Lee Anne Holmes

Janet D. ...

REMAINING GENERAL PARTNERS:

Franklin Paulson (SEAL)

Franklin Paulson,
general partner

Peter Zur Nedden (SEAL)

Peter Zur Nedden,
general partner

RECEIVED
JUL 1 1 31 PM '91
DEPT. OF
ASSESSMENT & TAXATION

[SIGNATURES CONTINUED ON NEXT PAGE]

Lee Anne Holmes

WITHDRAWING GENERAL PARTNER:

Franklin Paulson (SEAL)
Franklin Paulson, Personal
Representative of the Estate
of Robert A. Podrog

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 32

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 32
M2049179 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	<input type="checkbox"/> Change of Name
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Principal Office
66	_____	Rec. Fee (Revival)	<input checked="" type="checkbox"/> Change of Resident Agent
52	_____	Foreign Qualification	<input checked="" type="checkbox"/> Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	Resignation of Resident Agent
51	_____	Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address
13	<u>9</u>	<u>1</u> Certified Copy <u>3</u>	Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>024</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	
84	<u>30</u>	Amendment to Limited Partnership	ATTENTION: <u>Aracina J. Crizman</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES 59

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: WCS

3343 1414

CERTIFICATE OF AMENDMENT
OF
129 WEST LIMITED PARTNERSHIP

BOOK - - 14 PAGE 33

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 1, 1991 AT 3:18 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID

S _____

S 50.00

S _____

M2049179

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.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN-FRANCINA J.C.
300 E LOMBARD STREET
BALTIMORE MD 21202

005C3050661

A 362214



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

3343 1410

BOOK -- 1 PAGE 34

STATE DEPARTMENT OF ASSESSMENTS & TAXATION

RECEIVED
JUL 3 PM 12:07 '91

**CERTIFICATE AND AGREEMENT
OF
LIMITED PARTNERSHIP
OF
PARTNERS FOR PRESERVATION LIMITED PARTNERSHIP**

This Certificate and Agreement of Limited Partnership is entered into as of the ___ day of July, 1991 by and among Patuxent River Corporation, a Maryland corporation whose address is 273-C Peninsula Farm Road, Arnold, Maryland 21012, as general partner (hereinafter the "General Partner"), John F. Pili, Jr. and his wife, Sharon F. Sansing, as tenants by the entirety, as limited partner, O'Meara Properties, Inc., a Maryland corporation, as limited partner, and LOB, Inc., a Maryland corporation, as limited partner (the aforementioned limited partners collectively being referred to as the "Limited Partners"); and the General Partner and the Limited Partners being collectively referred to herein as the "Partners").

NOW, THEREFORE, to reflect the foregoing, the parties hereto agree as follows

ARTICLE I

THE LIMITED PARTNERSHIP

1.1 Formation. Partners for Preservation Limited Partnership (the "Partnership") is formed as a limited partnership pursuant to the Maryland Partnership Law.

1.2 Certificate of Limited Partnership. This Certificate and Agreement of Limited Partnership of the Partnership (herein the "Agreement") shall be filed with the Maryland Department of Assessments and Taxation (herein the "Department"). The Partners shall execute such further documents (including amendments to the Agreement) and take such further action as shall be appropriate to comply with all requirements of law for the formation and operation of a limited partnership in the Maryland and all other counties and states where the Partnership may elect to do business. A Limited Partner may obtain a copy of the agreement or any amendment thereto, as filed with the Department, upon written request to the General Partner.

1.3 Name. The name of the Partnership shall be PARTNERS FOR PRESERVATION LIMITED PARTNERSHIP, but the business of the Partnership may be conducted under any other name designated by the General Partner and, in such event, the General Partner shall notify the Limited Partners of such name change within 30 days thereafter.

1.4 Term. The Partnership shall commence as of the filing of the original partnership certificate, and shall continue until January 1, 2021, or until earlier terminated pursuant to this Agreement.

1.5 Purposes; General Character of Business. The business of the Partnership shall be to acquire certain real property located in Anne Arundel County, Maryland being more specifically described as Lots 1 through 11 and 13 through 35, and 37 through 39 of the subdivision known as "Patuxent River Estates" (the "Partnership Property"), to complete the site work, subdivision and sale of the Partnership Property, and to do all other things necessary, appropriate or advisable in connection with the foregoing. The business of the Partnership shall be conducted in accordance with, and any action required or permitted to be taken by the General Partner or the Limited Partners shall be taken in compliance with, all applicable laws, rules and regulations.

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STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

APPROVED FOR RECORD 7/3/91 at 12:07

1.6 Principal Office and Resident Agent. (a) The location of the principal offices of the Partnership shall be at 273-C Peninsula Farm Road, Arnold, Maryland 21012 or at such other location as may be selected from time to time by the General Partner. If the General Partner changes the location of the principal offices of the Partnership, the Limited Partners shall be notified within 30 days thereafter. The Partnership may maintain such other office(s) at such other place(s) as the General Partner deem advisable.

(b) The resident agent of the Partnership is John F. Pili, Jr, whose address is 273-C Peninsula Farm Road, Arnold, Maryland 21012.

1.7 Fiscal Year. The fiscal year of the Partnership shall be the calendar year (the "Partnership Year").

ARTICLE 2

DEFINITIONS

The following terms used in this Agreement shall have the respective meanings specified below:

2.1 "Affiliate" shall mean (i) any person directly or indirectly controlling, controlled by, or under common control with, another person, (ii) a person owning or controlling ten percent (10%) or more of the outstanding voting securities of such other person, (iii) any officer, director, partner or employee of such other person, (iv) if such other person is an officer, director, partner or employee, any other entity for which such person acts in any capacity and (v) with respect to the Partnership, any person directly or indirectly controlling, controlled by, or under common control with any Partner.

2.2 The "Bankruptcy" of a Partner shall mean (i) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code or any other federal or state insolvency law, or a Partner's filing an answer consenting to or acquiescing in any such petition, (ii) the making by a Partner of any assignment for the benefit of its creditors or (iii) the expiration of 60 days after the filing of an involuntary petition under Title 11 of the United States Code, an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within such 60-day period.

2.3 The "Capital Account" of a Partner shall be credited with (i) his Capital Contribution and (ii) his allocable share of Income (including, without limitation, any gains realized by the Partnership on the sale of Partnership property), and shall be debited with (i) his allocable share of Loss (including, without limitation, any losses realized by the Partnership on the sale of Partnership property) and (ii) the amount of any Distributions to him.

2.4 The "Capital Contribution" of a Partner shall be the total contributions to the capital of the Partnership which such Partner contributes or has agreed to contribute to the capital of the Partnership as provided in Article 3.

2.5 "Code" shall mean the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any successor statute.

2.6 "Distributable Cash" shall mean, at any time, all cash on hand from any source that the General Partner does not expect to use in the operation of the Partnership in accordance with the terms of this Agreement and that the General Partner reasonably determines is available for distribution after providing for the payment of all expenses and other obligations then due and after the creation of such working capital and cash reserves as the General Partner determines to be necessary for the proper management of the Partnership's business and to meet future cash needs of the Partnership pursuant to section 5.4 of this Agreement.

2.7 "Distributions" shall mean any distributions of Distributable Cash or property to a Partner in respect of his interest in the Partnership.

2.8 "Income" or "Loss" shall mean the income or loss of the Partnership for federal income tax purposes, including any gains or losses realized by the Partnership on the sale of Partnership property, after deducting all expenses of the Partnership, including, without limitation, (i) any deduction or amortization of expenses incurred in connection with the formation and organization of the Partnership, (ii) any taxes (including unincorporated business tax) imposed on the Partnership, (iii) interest payable by the Partnership, (iv) depreciation and (v) fees of the Partnership which are non-deductible under section 709(a) of the Code.

2.9 "Interest" shall mean a partnership interest in the Partnership acquired by a contribution to the capital of the Partnership as provided in Sections 3.1, 3.2 and 3.3.

2.10 "Maryland Partnership Law" shall mean the Maryland Revised Uniform Limited Partnership Act, Title 10 of the Corporation and Associations Article of the Annotated Code of Maryland.

2.11 "Minimum Gain" shall mean, at any time, the excess, if any, of the outstanding principal balance of any nonrecourse debt of the Partnership over the adjusted basis of the property of the Partnership which would be available to satisfy such debt for federal income tax purposes. For purposes of the preceding sentence, the term "nonrecourse debt" shall mean a liability of the Partnership with respect to which no Partner has any personal liability.

2.12 "Partner" shall mean any partner of the Partnership, general or limited.

ARTICLE 3

CAPITAL CONTRIBUTIONS AND INTERESTS

3.1 The General Partner. Simultaneously with the execution and delivery of this Agreement, the General Partner shall contribute a sum in cash equal to one percent (1%) of the total positive capital account balances for the Partnership, and shall contribute in the future such sums as may be necessary to ensure that its total contribution is at all times equal to one percent (1%) of the total positive capital account balances for the Partnership.

3.2 The Limited Partners. Each Limited Partner shall make a contribution to the capital of the Partnership in the amount set forth in Schedule I and each Limited Partner's Interest in the Partnership shall be as set forth in Schedule I.

3.3 Capital Account Deficit. No further contributions of capital shall be required of any Partner, except that in the event that any General Partner or Limited Partner shall have a Capital Account deficit following the allocation of Income or Loss pursuant to Article 5 and the distribution of liquidation proceeds in accordance with the provision of Section 10.3(a) through 10.3(d) hereof, such partner thereupon shall be required to make a further contribution of capital in an amount equal to the lesser of (1) the amount of his Capital Account deficit, or (2) an amount, which when added to the aggregate amount of all capital contributions theretofore made by such Partner, shall equal his pro rata share of all capital contributions theretofore made by all Partners. Such shares shall be computed on the basis of the percentages set forth in Section 5.2(b). Notwithstanding the foregoing, if and to the extent that (as of the date of any payment would be required hereunder but for the provisions of this sentence) the absence of liability under this paragraph would not, in the opinion of legal counsel reasonably satisfactory to the Partnership, require any adjustments to be made to the allocations of Profits and Losses (or any item thereof) to the Limited Partner provided for in this Agreement, in order to reflect the interests of the Limited Partner in the Partnership within the meaning of Section 704(b) of the Internal Revenue Code, no individual General Partner or Limited Partner shall be required to restore any deficit balance in his Capital Account.

3.4 Additional Contributions and Withdrawals. Except as otherwise provided in Section 10-608 of the Maryland Partnership Law, no Partner shall be required to make any contribution to the capital of the Partnership other than the contribution set forth in this Article 3. All Capital Contributions of the Limited Partners shall be held or expended by the General Partner in furtherance of the business of the Partnership. No Partner shall have the right to withdraw from the Partnership, or to demand a return of, all or any part of his Capital Contribution during the term of the Partnership, and any return of such Capital Contribution shall be made solely from the assets of the Partnership and only in accordance with the terms hereof. No interest shall be paid on Capital Contributions.

3.5 No Third Party Beneficiary. None of the provisions of this Agreement, specifically including those set forth in this Article 3, shall be construed as existing for the benefit of any creditor of the Partnership or of any creditor of any of the Partners, and no such provision shall be enforceable by any party not a signatory to this Agreement.

ARTICLE 4

COSTS AND EXPENSES; GENERAL PARTNER LOANS

4.1 Organizational Costs. The Project Partnerships shall pay all costs and expenses incurred in connection with the formation and organization of the Partnership.

4.2 Operating Costs. The Partnership shall (a) pay or cause to be paid all costs and expenses of the Partnership (including, without limitation, general overhead and administrative expenses) incurred in pursuing and conducting, or otherwise related to, the business of the Partnership and (b) reimburse the General Partner for any out-of-pocket costs and expenses incurred by them in connection therewith.

4.3 Insider Loans. (a) As of the effective date of this Agreement, the Partnership has borrowed the following amounts from the following Partners or Affiliates (the "Insider Loans"):

- (i) Pilli Development Co. - \$40,000.00
- (ii) O'Meara Properties, Inc. - \$99,000.00
- (iii) LOB, Inc. - \$247,000.00
- (iv) Irvington Properties Partnership - \$158,000.00

(b) In addition, as of the effective date of this Agreement, LOB, Inc. agrees to loan (or cause to be loaned) to the Partnership such additional amounts as are necessary for the timely payment of the Partnership's operating and working capital expenses including, but not limited to, all amounts necessary for the subdivision and development of the Partnership Property consistent with the approved subdivision plat and approved Public Works Agreement for the Partnership Property (hereinafter the "Priority LOB Loan").

(c) Except as set forth in Section 4.3(a) and (b) above, no Limited Partner shall be required to loan any funds to the Partnership; nor shall any Limited Partner be required to provide any guarantee for any loan made, or proposed to be made, to the Partnership.

(d) The Insider Loans and the Priority LOB Loan shall be evidenced by promissory notes of the Partnership, and shall not be secured by any lien or other charge on any assets of the Partnership (including, without limitation, any lien on the Partnership Property). Each Insider Loan shall bear interest at a floating and fluctuating per annum rate of interest equal at all times to the prime rate of interest established by Maryland National Bank.

(e) The Partnership shall make no distributions to the Partners until the Priority LOB Loan and the Insider Loans have been repaid in full, provided, however, that the Partnership shall make annual distributions

to partners in such amount as is necessary to pay each partner's tax liability arising out of the partner's interest in this Partnership.

(f) The Partnership shall repay the Priority LOB Loan and Insider Loans as follows:

- (i) First, all amounts due on the Priority LOB Loan plus all interest that accrues thereon shall be repaid in full;
- (ii) Thereafter, all amounts due on the Insider Loans, including all interest that accrues thereon, shall be repaid on a pro-rata basis until all Insider Loans have been repaid in full.

ARTICLE 5

DISTRIBUTIONS; PROFITS AND LOSSES

5.1 Distributions

(a) Distributable Cash, if any, shall be distributed, not less frequently than quarterly, to the Partners in proportion to their respective Interests.

5.2 Income and Loss

(a) All items of income, gain, credit, deduction and loss of the Partnership shall be determined on the basis of a calendar year and according to the cash and disbursements method of accounting, in accordance with generally accepted accounting principles and subject to Section 5.6(c) hereof; provided, however, that all items deductible for federal income tax purposes shall be treated as expenses and not capitalized.

(b) Income and Loss for each Partnership Year shall be allocated among the Partners as follows:

(i) Income shall be allocated among the Partners, pro rata, in the proportion of the distribution to them of Distributable Cash; provided, however, that to the extent that Income exceeds the Distributable Cash distributed to Partners, such Income shall be allocated among the Partners, pro rata, in proportion to their respective Partnership Interests; and

(ii) Except as hereinafter provided, Loss shall be allocated among the Partners, pro rata, in proportion to their respective Partnership Interests.

(c) (i) Notwithstanding the foregoing provisions of this Section 5.2, if any allocation of Loss otherwise required to be made to the Limited Partners pursuant to such provisions would cause the aggregate negative balance of the capital Accounts of the Limited Partners (after crediting or charging thereto the appropriate portion of Income or Loss for such year or fraction thereof under this Article 5) to exceed the Minimum Gain (determined as of the end of such year or fraction thereof), such allocation shall not be made to the Limited Partners but shall be made instead to the General Partner.

(ii) In the event the provisions of Section 5.2(c)(i) have resulted in an allocation of Loss that is disproportionate to Partnership Interest Income earned thereafter first shall be allocated to those Partners who received the disproportionate allocation(s) of Loss to the extent of the disproportionate allocation(s) of Loss. Income in excess of the amount of Loss that was disproportionately allocated shall be allocated without regard to this Section 5.2(c)(ii).

5.3 Credits. For all income tax purposes, credits of the Partnership, if any, shall be allocated among the

Partners in the same manner as Income is allocated among the Partners pursuant to Section 5.2(b).

5.4 Working Capital and Reserves. The General Partner shall have the right to establish such reserves and to set aside such Partnership funds therein as the General Partner determines to be reasonable in connection with the operation of the Partnership's business; provided, however, that the General Partner shall not, without the approval of all the Limited Partners, establish reserves in an amount that exceeds (i) the amount of the Partnership's projected capital expenditures for the next six (6) month period, plus (ii) an amount equal to the amount of the Partnership's operational expenses for the preceding six (6) month period.

5.5 Gain or Loss on Sale. Notwithstanding the foregoing provisions of this Article 5, Income or Loss realized by the Partnership on a disposition of all or nearly all of the Partnership's assets shall be allocated among the Partners as follows:

(a) If, at any time, any Partner has a negative Capital Account balance, Income (in an amount equal to the negative Capital account balances of such Partners) shall be allocated to those Partners in proportion to their respective negative Capital Account balances. Income in excess of such amount shall be allocated as provided in section 5.2(b).

(b) Losses shall be allocated first among all Partners with positive Capital Account balances in proportion to their respective positive Capital Account balances. Losses in excess of such amount shall be allocated as provided in Section 5.2(b).

5.6 General and Special Rules.

(a) The timing and amount of all distributions shall be as determined by the General Partner, but not less than quarterly. The General Partner will use best efforts to make annual distribution to the Partners in an amount that is at least sufficient to cover the Partners' respective annual income tax liabilities from Partnership operations. No Partner shall have the right to demand and receive distributions of property other than cash.

(b) (i) Upon a sale or exchange by a Partner of his Interest pursuant to the terms of this Agreement, such transferring Partner's Capital Account attributable to such transferred interest shall become the initial Capital Account of the transferee. If a Partner transfers less than his entire Interest in the Partnership, the portion of the transferring Partner's Capital Account which shall become the initial Capital Account of the transferee, shall be equal to the transferring Partner's Capital Account multiplied by a fraction, the numerator of which is the Interest so transferred and the denominator of which shall be the transferor's Interest prior to the transfer.

(ii) In the event of a sale or exchange of all or any part of the Interest of any Partner pursuant to the terms of this Agreement, the Partnership shall elect, pursuant to Section 754 of the Code (or corresponding provisions of succeeding law), to adjust the basis for the Partnership property. Notwithstanding anything contained in other provisions of this Agreement, any adjustments made pursuant to said Section 754 shall affect only the successor in interest to the transferring Partner. Each Partner shall furnish to the Partnership all information necessary to give effect to such election.

(c) The following special rules shall apply to the allocation of Income and Loss among the Partners:

(i) Such allocation shall be subject to the determination of the certified public accountant retained by the Partnership from time to time, in his reasonably exercised discretion, applying principles consistent with this Agreement and the regulations promulgated under Section 704 of the Code in order to assure that all such allocations will have substantial economic effect or will otherwise be respected for

federal income tax purposes.

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(ii) To the extent of any deduction, loss or expenditure (or items thereof) attributable to Partnership recourse liabilities (within the contemplation of Treas. Reg. Section 1.704-1(b)(2)), otherwise allocable to a Limited Partner, with, or which would produce a deficit balance in such Partner's Capital Account (as reduced by the adjustments required in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4)-(6)), such Partner shall be subject to a qualified income offset (as contemplated by Treas. Reg. Section 1.704-1(b)(2)) and allocated items of Partnership income and gain in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

(iii) To the extent of any deduction, loss or expenditure (or items thereof) attributable to Partnership nonrecourse liabilities (within the contemplation of Treas. Reg. Section 1.704-1(b)(4)(iv)) otherwise allocable to a Limited Partner, with, or which would produce a deficit balance in such Partner's Capital Account (excluding from such Partner's deficit balance any amount such Partner is obligated to restore within the contemplation of Treas. Reg. Section 1.704-1(b)(ii)(c) and such Partner's share of Minimum Gain pursuant to the next to last sentence of Treas. Reg. Section 1.704-1(b)(iv)(f), and as reduced by the adjustments required in Treas. Reg. Section 1.704-1(b)(2)(ii)(d)(4)-(6)), such Partner shall be subject to a Minimum Gain chargeback (as contemplated by Treas. Reg. Section 1.704-1(b)(4)(iv)) and allocated items of income and gain in the amount and in the proportion needed to eliminate such deficit balance as quickly as possible.

(iv) To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(v) The special allocations set forth in this Section 5.6(c) (the "Regulatory Allocations") are intended to comply with certain requirements of Treas. Reg. Section 1.704-1(b). Notwithstanding the provisions of Article 5 hereof, the Regulatory Allocations shall be taken into account in allocating other Income, Loss, and items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of other Income, Loss and other items and the Regulatory allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner if the Regulatory Allocations had not occurred.

(d) (i) In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Gross Asset Value.

(ii) In the event the Gross Asset Value of any partnership asset is adjusted, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Code Section 704(c) and the Regulations thereunder.

(iii) Any elections or other decisions relating to such allocations shall be made by the General Partner in any manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 5.6(c) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital distributions pursuant to any provision of this Agreement.

(iv) "Gross Asset Value" means, with respect to any asset, the asset's adjusted basis for federal income tax purposes, except as follows:

(A) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the Partnership;

(B) The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (a) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the distribution by the Partnership to a Partner of more than a de minimis amount of property as consideration for an interest in the Partnership if the General Partner reasonably determines that such adjustment is necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership; and (c) the liquidation of the Partnership within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g);

(C) The Gross Asset Value of any Partnership asset distributed to any Partner shall be the gross fair market value of such asset on the date of distribution; and

(D) The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m) and Article 2 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection (D) to the extent the General Partner determines that an adjustment pursuant to subsection (B) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (D).

If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsections (A), (B) or (D) hereof, such Gross Asset Value shall thereafter be adjusted by the depreciation taken into account with respect to such asset for purposes of computing Profits and Losses.

(e) All Income and Loss of the Partnership shall be allocated with respect to each taxable year of the Partnership as of the end of, and within seventy-five (75) days after the end of, such taxable year, or as soon thereafter as is practically possible.

(f) All Income and Loss shall be allocated, and all distributions of cash shall be made, as the case may be, to the Persons shown on the records of the Partnership to have been Partners as of the last day of the taxable year for which such allocation or distribution is to be made, except as otherwise provided in Article 9 hereof.

(g) The Partners are aware of the income tax consequences of the allocation made by this Article 5 and hereby agree to be bound by the provisions of this Article 5 in reporting their shares of Partnership Income and Loss for income tax purposes.

MANAGEMENT

6.1 Rights and Duties of Limited Partners. Except as provided by Maryland law or as specifically provided herein, the Limited Partners shall take no part whatever in the control, management, direction or operation of the affairs of the Partnership and shall have no power to act for or bind the Partnership.

6.2 Fiduciary Duty of General Partner. The General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets (including records) of the Partnership, whether or not in their immediate possession or control, and the General Partner shall not employ, or permit another to employ, such funds or assets in any manner except for the exclusive benefit of the Partnership.

6.3 Powers of General Partner.

(a) The General Partner shall have full and complete charge of all affairs of the Partnership, and the management and control of the Partnership's business shall rest exclusively with the General Partner, subject to the terms and conditions of this Agreement. Except as prohibited by law and except as otherwise provided in this Agreement, the General Partner shall possess all of the rights and powers of a partner in a partnership without limited partners under Maryland law. The General Partner shall be required to devote to the conduct of the business of the Partnership only such time and attention as it determines, in its sole discretion, to be necessary to accomplish the purposes, and to conduct properly the business, of the Partnership.

(b) Subject to the limitations set forth in this Agreement, the General Partner shall perform or cause to be performed all management and operational functions relating to the business of the Partnership. Without limiting the generality of the foregoing, the General Partner is authorized on behalf of the Partnership, without the consent of any Limited Partner, to:

(i) expend the capital and revenues of the Partnership in furtherance of the Partnership's business and pay, in accordance with the provisions of this Agreement, all expenses, debts and obligations of the Partnership to the extent that funds of the Partnership are available therefore and, in connection with the foregoing, establish such cash reserves as the General Partner shall determine to be necessary for the proper management of the partnership's business and meet future cash needs of the Partnership subject to the restrictions of Section 5.4 of this Agreement;

(ii) make investments in United States government securities having a maturity of not more than twelve months at the time of purchase, securities of governmental agencies having a maturity of not more than twelve months at the time of purchase, commercial paper having the highest rating by either Standard and Poors Corporation or Moody's Investors Service, Inc., insured money market funds, and bankers' acceptances and certificates of deposit in banks having undivided capital and surplus of not less than one hundred million dollars (\$100,000,000), pending disbursement of the Partnership's funds or to provide a source from which to meet contingencies;

(iii) enter into agreements and contracts with third parties, terminate such agreements and institute, defend and settle litigation arising therefrom, and give receipts, releases and discharges with respect to all of the foregoing and any matters incidental thereto;

(iv) maintain, at the expense of the Partnership, adequate records and accounts of all operations and expenditures and furnish the Partners with the reports referred to in Section 8.3;

(v) purchase, at the expense of the Partnership, liability, casualty, fire and other insurance and bonds to protect the Partnership's properties, business, partners and employees and to protect the General

Partner and its officers and employees;

(vi) act on behalf of the Partnership in its capacity as owner, subdivider, developer and seller of the Partnership Property;

(vii) determine the accounting methods and conventions to be used in the preparation of the Returns (as defined in Section 8.3(c)), and make any and all elections under the tax laws of the United States, the State of Maryland and other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit of the Partnership, or any other method or procedure related to the preparation of the Returns.

(viii) employ, at the expense of the Partnership, consultants, accountants, attorneys, brokers, engineers, escrow agents and others and terminate such employment; provided, however, that if any Affiliate of any Partner is so employed, such employment will be under the terms and conditions set forth in Section 6.8;

(ix) execute and deliver applications and other instruments relating to approvals, consents or other authorizations of any governmental agency and any and all other instruments necessary or incidental to the conduct of the business of the Partnership;

(x) permit an assignment of a Limited Partner's interests in the Partnership and admit an assignee of a Limited Partner's interest as a substituted limited partner in the Partnership, pursuant to and subject to the limitations of Sections 9.2 and 9.6, respectively; and

(xi) admit additional persons to the Partnership as limited partners, so long as the admissions do not alter any Partner's percentage interest without the affected Partner's consent and subject to the applicable limitations of Section 9.8.

By executing this Agreement, each Limited Partner shall be deemed to have consented to any exercise by the General Partner of any of the foregoing powers.

6.4 Tax Status of Partnership. The General Partner covenants and agrees that it will use its best efforts to establish and maintain the classification of the Partnership as a partnership for federal income tax purposes and not as an association taxable as a corporation.

6.5 Restrictions on General Partner's Authority.

(a) The General Partner may not, without the written consent or ratification of the specific act by all the Limited Partners, do any of the following:

- (i) any act in contravention of this Agreement or the Agreement;
- (ii) any act which would make it impossible to carry on the ordinary business of the Partnership;
- (iii) confess a judgment against the Partnership;
- (iv) possess Partnership property, or assign any rights in specific Partnership property, for other than a Partnership purpose;
- (v) admit a person as a Partner, except as provided in this Agreement;
- (vi) amend this Agreement in a manner which affects the interest of a Limited Partner.

without the written consent or ratification of the affected Limited Partner, except as provided in Article 12; or

(vii) transfer its interest as General Partner of the Partnership, except as provided in Article 9.

(viii) cause the Partnership to borrow money or refinance any existing debts except as permitted by Section 4.3(b), PROVIDED, HOWEVER, that the General Partner is authorized to enter into a purchase money loan with the Seller of the Partnership Property, Joseph Katcef, in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00), which purchase money loan may be secured by a mortgage or deed of trust on the Partnership Property.

(ix) consent to the sale or other disposition of all or substantially all of a Project Partnership's assets or the Partnership's assets.

6.6 Exculpation. Neither the General Partner nor any of its officer, directors, partners, employees or agents, shall be liable, in damages or otherwise, to the Partnership or to any of the Limited Partners for any act or omission performed or omitted by the General Partner pursuant to the authority granted by this Agreement, except if such act or omission results from willful misconduct or bad faith. The Partnership shall indemnify, defend and hold harmless the General Partner, its employees and agents, from and against any and all claims or liabilities of any nature whatsoever, including reasonable attorneys' fees, arising out of or in connection with any action taken or omitted by the General Partner pursuant to the authority granted by this Agreement, except where attributable to the willful misconduct or bad faith of the General Partner. The General Partner shall be entitled to rely on the written advice of counsel, public accountants or other independent experts experienced in the matter at issue, and any act or omission of the General Partner pursuant to such advice shall in no event subject the General Partner to liability to the Partnership or any Limited Partner.

6.7 Other Activities. Any Partner may engage, or possess an interest, in other business ventures of any nature or description, independently or with others, whether presently existing or hereafter created, and neither the Partnership nor any Partner shall have any rights in or to such independent ventures or the income or profits derived therefrom; provided, however, that no such business venture shall be in competition with the Partnership, in a significant respect.

6.8 Transactions with Affiliates.

(a) Nothing in this Agreement shall preclude transactions between the Partnership and an Affiliate or Affiliates of any Partner acting in and for its own account, provided that any services performed by Affiliates of Partners are services that the General Partner reasonably believes, at the time of requesting such services, to be in the best interests of the Partnership, and further provided that the rate of compensation to be paid for any such services shall be reasonable as compared to the amount paid for similar services under similar circumstances.

(b) In addition to the foregoing, any Partner or Affiliate shall have the right to contract or otherwise deal with the Partnership for the sale of goods or services if (i) the terms for the furnishing of such goods and services shall be at least as favorable to the Partnership as would be obtainable at arm's-length transaction and (ii) the compensation paid or promised for such goods and services is reasonable and is paid only for goods and services actually furnished to the Partnership. Any agreement covering such a transaction shall be in writing.

(c) Notwithstanding any other provision to the contrary herein, the Partners hereby specifically acknowledge and agree that the General Partner shall be entitled to a management fee of Sixty Dollars (\$60.00) per hour for services rendered by any of its agents, servants or employees to or on behalf of the Partnership, which sums shall be paid by the Partnership monthly upon receipt of monthly bills itemizing the services performed by the General Partner.

6.9 Reimbursement. The Partners hereby specifically acknowledge and agree that the Partnership shall reimburse the General Partner for reasonable out-of-pocket expenses which it shall have incurred for the benefits of the Partnership, including all costs and expenses incurred in connection with the formation and organization of the Partnership.

6.10 No Distribution. No amount paid to the General Partner as salary or compensation for services rendered, or reimbursement for out-of-pocket expenses, shall be deemed to be a distribution of Partnership assets for purposes of this Agreement or the Maryland Partnership Law.

ARTICLE 7

REMOVAL OF GENERAL PARTNER

A General Partner may be removed from the Partnership for cause. For purposes hereof, cause for removal of a General Partner shall mean the Bankruptcy of a General Partner or any action by a General Partner constituting fraud against the Partnership, a General Partner's conviction of a felony, or any reckless or willful violation by a General Partner of the specific terms of the Agreement. In the event of the removal of a General Partner as herein provided, the General Partner so removed shall have its Interest purchased by the Partnership for an amount equal to its positive Capital Account balance, whereupon the General Partner shall cease being a Partner; provided, however, that the foregoing shall not constitute a waiver or exculpation by the Partnership or any Partner of any liability which a General Partner may have to the Partnership or any Partner in respect of the cause for its removal, and a General Partner, even though removed, shall remain entitled to exculpation and indemnification from the Partnership pursuant to Section 6.6 with respect to any matter arising prior to its removal; and provided, further, that in the event of the removal of the General Partner, the Partnership shall be dissolved, unless reconstituted by the selection of a substitute general partner as provided in Article 10.

ARTICLE 8

ACCOUNTS

8.1 Books. The General Partner shall maintain complete and accurate books of account of the Partnership's affairs at the Partnership's principal office.

8.2 Partners' Accounts. Separate Capital Accounts shall be maintained for each Partner.

8.3 Reports, Returns and Audits.

(a) The books of account shall be closed promptly after the end of each Partnership Year. Within a reasonable time (not to exceed 180 days) thereafter, the General Partner shall make a written report to each person who was a Limited Partner at any time during such Partnership Year which shall include a statement of profits and losses and changes in financial position for the year then ended, a balance sheet as of the close of the Partnership Year and a statement of such Partner's Capital Account, all of which shall be compiled by the Partnership's independent public accountants. The reports shall also contain such additional statements with respect to the status of the Partnership business, transactions by the Partnership with the General Partner and the distribution of Partnership funds as are considered necessary by the General Partner to advise all partners properly about their investment in the Partnership. This report may consist in part of a copy of part or all of the Partnership's federal income tax return.

(b) Prior to April 1 of each year, each Partner shall be provided with an information letter with respect to his distributive share of income, gains, deductions, losses and credits for income tax reporting purposes for the

previous Partnership Year, together with any other information concerning the Partnership necessary for the preparation of a Partner's income tax return(s). With the sole exception of mathematical errors in computation, these financial statements and the information contained therein shall be deemed conclusive and binding upon such partner unless written objection shall be lodged with the General Partner within 90 days after the filing of such reports to such Partner.

(c) The General Partner shall prepare or cause to be prepared all federal, state and local tax returns of the Partnership (the "Returns") for each year for which such Returns are required to be filed. To the extent permitted by law, for purposes of preparing the Returns, the Partnership shall use the Partnership Year. The General Partner may (but need not), in its sole and absolute discretion, make any elections under the code, and the General Partner shall be absolved from all liability for any and all consequences to any previously admitted or subsequently admitted partners resulting from their making or failing to make any such election.

(d) The General Partner shall be the "tax matters partner," as such term is defined in section 6231(a)(7) of the Code.

ARTICLE 9

TRANSFERS, SUBSTITUTIONS AND ADMISSIONS

9.1 General Partner.

(a) A General Partner who is then the sole General Partner shall neither resign nor withdraw from the Partnership as a General Partner without (i) the written consent or ratification of all the Limited Partners approving such resignation or withdrawal, (ii) providing one or more successor general partners (to whom the resigning General Partner shall assign its interest as a General Partner in the Partnership) satisfactory to all the Limited Partners, and (iii) delivering to the Partnership an opinion of the Partnership's counsel (which counsel and opinion shall be satisfactory to counsel for the successor general partner(s)) that such resignation or withdrawal would not subject the Partnership to federal income taxation as an association taxable as a corporation and not as a partnership (a "Permitted Withdrawal"). A General Partner may not dispose of its interest in the partnership except to the remaining General Partner(s) or the successor general partner(s). In the event of a Permitted Withdrawal the Withdrawing General Partner's interest in the Partnership may be converted to the interest of a Limited Partner, at the election of the Withdrawing General Partner.

(b) Any other provision of this Agreement to the contrary notwithstanding, if a General Partner resigns or withdraws from the Partnership in violation of this Agreement, it shall not in respect of such resignation or withdrawal be entitled to the return of or any payment in respect of its Capital Contribution, and shall not be entitled to continue to participate in any profits or losses of the Partnership accruing after the date of such resignation or withdrawal or have any other rights and powers of a General Partner hereunder. A General Partner shall be liable in damages to the Limited Partners if it resigns or withdraws from the Partnership in contravention of any of the aforementioned provisions. No additional general partners shall be admitted to the Partnership without the unanimous written consent of each Partner.

9.2 Transfer of Limited Partner's Interest.

(a) A Limited Partner may not assign his interest in the Partnership, except as set forth below:

(i) Notwithstanding anything to the contrary herein set forth a Limited Partner shall be permitted, during the term of the Partnership, to sell, assign or otherwise transfer, with or without consideration, any part or all of his Partnership Interest to any member of his immediate family, or to any trust in which any one or more members of his immediate family retains the full beneficial interest, or

to any corporation which is wholly-owned by the Partner and/or one or more members of his immediate family, provided the assignee consents in writing, in a form reasonably satisfactory to the General Partner, to be bound by the terms of this Agreement, including without limitation, the agreements contained in Article 11, as if he were the assignor.

(ii) For the purpose of this Agreement members of the "immediate family" of a Partner are hereby defined to be such person's spouse, children, grandchildren, parents, brothers and/or sisters.

(b) Each Limited Partner agrees, upon request of the General Partner, to execute such certificate or other documents and perform such acts as the General Partner deems appropriate to preserve the status of the Partnership as a limited partnership after the completion of any assignment of an interest in the Partnership under the jurisdiction in which the Partnership is doing business. For purposes of this Section 9.2, any transfer of an interest in the Partnership, whether voluntary or by operation of law, shall be considered an assignment.

(c) Each assigning Limited Partner agrees to pay, prior to the time the General Partner consents to an assignment of his interest in the Partnership, all reasonable expenses, including attorneys' fees, incurred by the Partnership in connection with such assignment.

9.3. Assignee's Rights. Any purported assignment of an interest in the Partnership which is not in compliance with this Agreement is hereby declared to be null and void and of no force and effect whatsoever. A permitted assignee of any interest in the Partnership shall be entitled to receive distributions of cash or other property from the Partnership and to receive allocations of the income, gains, credits, deductions, profits and losses of the Partnership attributable to such interest after the effective date of the assignment. The "effective date" of an assignment of an interest in the Partnership under the provisions of this Section 9.3, except as otherwise consented to by the General Partner of written notice of assignment and fulfillment of all conditions precedent to such assignment provided for in this Agreement.

9.4. Allocations Subsequent to Assignment. All profits or losses of the Partnership attributable to any interest in the Partnership acquired by reason of an assignment and any Distributions made with respect thereto shall be allocated (a) in respect of the portion of the Partnership Year ending on the effective date of the assignment, to the assignor and (b) in respect of subsequent periods, to the assignee.

9.5. Satisfactory Written Assignment Required. Anything herein to the contrary notwithstanding, both the Partnership and the General Partner shall be entitled to treat the assignor of an interest in the Partnership as the absolute owner thereof in all respects, and shall incur no liability for Distributions made in good faith to him, until such time as a written assignment that conforms to the requirements of this Article 9 has been received by and recorded on the books of the Partnership.

9.6. Substituted Limited Partner. In addition to the requirements of Section 9.2, the assignee of any interest in the Partnership may become a substituted limited partner in place of his assignor upon the written consent of the General Partner, which consent shall not be unreasonably withheld but which shall not be given until the following conditions are satisfied:

(a) a duly executed and acknowledged written instrument of assignment, being either a certificate evidencing the interest in the Partnership owned by the assignor prior to such assignment or some other instrument approved by the General Partner, is filed with the Partnership setting forth the intention of the assignor that the assignee become a substituted limited partner in his place;

(b) the assignor and assignee execute and acknowledge such other instruments, in form and substance satisfactory to the General Partner, as the General Partner may deem necessary or

desirable to effect such substitution;

(c) prior to the substitution, the substituted limited partner pays all reasonable expenses, including attorneys' fees, incurred by the Partnership in connection with such substitution; and

(d) if requested by the General Partner, an opinion from counsel to the assignee (which counsel and opinion shall be satisfactory to counsel for the General Partner) is furnished to the Partnership stating that, in the opinion of said counsel, such substitution would not jeopardize the status of the Partnership as a partnership for federal income tax purposes, or cause a termination of the Partnership for the purposes of the then applicable provisions of the Code, or violate, or cause the Partnership to violate, any applicable law or governmental rule or regulation, including without limitation, any applicable federal or state securities law.

By executing this Agreement each Limited Partner shall be deemed to have consented to any substitution of an assignee in the place and stead of an assigning Limited Partner permitted by the General Partner.

9.7. Substitution Required for Vote. Unless and until an assignee of an interest in the Partnership becomes a substituted limited partner, such assignee shall not be entitled to exercise any vote with respect to such interest.

9.8. Admission of Additional Limited Partner.

(a) The General Partner shall have the right, power and authority, in their sole discretion, from time to time, to admit additional persons to the Partnership as limited partners. However, the admission of such additional limited partners shall not diminish the Partnership Interest of any Partner without the affected Partner's consent. By executing this Agreement each Partner whose Interest would not be diminished by any such admission shall be deemed to have consented to any such admission of an additional limited partner consented to by the General Partner.

(b) The General Partner shall cooperate with each person seeking to become an additional limited partner by preparing or assisting in the preparation of the required documentation and making all official filings and publications. The Partnership shall take all such action as promptly as practicable after the satisfaction by the person to be admitted as an additional limited partner of the conditions set forth in this Agreement, including the filing or recording of an amendment to this Agreement and the Partnership certificate evidencing the admission of any person as an additional limited partner.

(c) The General Partner shall have, and the Limited Partner hereby grants to the General Partner, an irrevocable power of attorney, coupled with an interest, to consent on behalf of the Limited Partner and to execute on behalf of the same any and all documents necessary to effectuate said admissions.

9.9. Effective Date. The effective date of a substitution or admission shall be the date of filing of an amendment to the Agreement to reflect such substitution or admission.

9.10. Amendment of Agreement of Limited Partnership. The General Partner shall, at least once each Partnership Year, cause the Agreement to be amended, if appropriate, to reflect the substitution and admission of Limited Partners.

9.11. Death, Bankruptcy or Incapacity of Limited Partners. The death, Bankruptcy or adjudicated incompetency of a Limited Partner shall not cause a dissolution of the Partnership, but the rights of such Limited Partner to share in the profits and losses of the Partnership pursuant to Section 9.2 or cause the substitution of a substituted limited partners pursuant to Section 9.6 shall, on and happening of such an event, devolve on his

successor, executor, administrator, guardian or other legal representative for the purpose of settling his estate or administering his property, or in the event of the death of one whose interest is held in joint tenancy, pass to the surviving joint tenant, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. However, such successor or personal representative shall become a substituted limited partner only as provided in Section 9.6 with respect to an assignee of a Limited Partner's interest in the Partnership. The estate of the Limited Partner shall be liable for all the obligations of the deceased, bankrupt or incapacitated Limited Partner.

ARTICLE 10

DISSOLUTION

10.1. Events of Dissolution.

(a) The Partnership shall continue until January 1, 2021, unless sooner dissolved upon the removal, withdrawal, resignation, liquidation or Bankruptcy (an "Event of Withdrawal") of a General Partner who is then the sole General Partner, or the sale, exchange or other disposition by the Partnership of all or substantially all of the Partnership's assets, any of which events shall cause an immediate dissolution of the Partnership; provided, however, that upon the occurrence of an Event of Withdrawal, the Partnership may be reconstituted and its business continued upon the agreement in writing of all the Limited Partners to continue the Partnership and to elect one or more successor general partners, such action to be taken within 90 days after such Event of Withdrawal. In the event of the reconstitution of the Partnership as herein provided the successor general partner(s), upon execution of a written acceptance of this Agreement, will exercise the rights, powers and obligations hereunder of the General Partner (excluding, however, obligations of a General Partner to the Limited Partners occasioned by a General Partner's removal or wrongful resignation or withdrawal as general partner), and shall have such interest in the profits, losses and Distributions of the Partnership as shall be agreed upon by the successor general partner(s) and the Limited Partners.

(b) The Limited Partners shall have no power to dissolve the Partnership without the consent of the General Partner.

10.2. Final Accounting. Upon the dissolution of the Partnership, a proper accounting shall be made by the Partnership's independent public accountants from the date of the last previous accounting to the date of dissolution.

10.3. Liquidation. Upon the dissolution of the Partnership, the General Partner, or, in the case of an Event of Withdrawal and the failure to reconstitute the Partnership as provided in Section 10.1, a person selected by Limited Partners whose aggregate Interests exceed fifty percent (50%), or a person selected by a court of competent jurisdiction if more than 50% Interests are unable to agree, shall act as liquidator to wind up the Partnership. The liquidator shall have full power and authority to sell, assign and encumber any or all of the Partnership's assets and to wind up and liquidate the affairs of the Partnership in an orderly and business-like manner. All proceeds from liquidation shall be distributed in the following order of priority: (a) to the payment of the debts and liabilities of the Partnership (excluding interest and principal due on the Priority LOB and Insider Loans) and expenses of liquidation, (b) to the setting up of such reserves as the liquidator may reasonably deem necessary for any contingent liabilities of the Partnership, (c) to the payment of interest on, and then the outstanding principal balance of, the Priority LOB Loan, (d) to the payment of interest on, and then the outstanding principal due on the Insider Loan, and (e) the balance to the Partners in accordance with their then Capital Accounts after adjustment to reflect all Income and Loss (including unrealized appreciation or depreciation allocable in accordance with Section 10.4) for the Partnership Year in which such liquidation occurs.

10.4. Distribution in Kind. If the liquidator shall determine that a portion of the Partnership's assets should be distributed in kind to the Partners, such person shall obtain an independent appraisal of the fair market value of each such asset as of a date reasonably close to the date of liquidation. Any unrealized appreciation or depreciation with respect to such assets shall be allocated among the Partners (in accordance with Section 52, assuming that the property were sold for the appraised value) and distribution of any such assets in kind to a Partner shall be considered a distribution of an amount equal to the assets' appraised fair market value for purposes of Section 10.3.

10.5. Cancellation of Agreement. Upon the completion of the distribution of Partnership assets as provided in Sections 10.3 and 10.4, the Partnership shall be terminated and the person acting as liquidator shall cause the cancellation of the Agreement and shall take such other actions as may be necessary or appropriate to terminate the Partnership.

ARTICLE 11

POWER OF ATTORNEY

11.1. Appointment of General Partner. Each Limited Partner, by the execution of this Agreement, does irrevocably constitute and appoint the General Partner with full power of substitution, as his true and lawful attorneys, in his name, place and stead, to execute, acknowledge, swear to, deliver, record and file (a) all amendments to the original Agreement permitted by Article 12 of this Agreement, (b) all certificates and other instruments deemed necessary or advisable by the General Partner to carry out the provisions of this Agreement or to qualify or continue the Partnership as a limited partnership or partnership wherein the Limited Partners have limited liability in the states where the Partnership may be doing business, (c) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Partnership, and (d) all other instruments or papers which may be required or permitted by law to be filed on behalf of the Partnership.

11.2. Duration of Power. The power of attorney granted pursuant to Section 11.1 (i) is coupled with an interest and shall be irrevocable and survive the death, incompetency, Bankruptcy or dissolution of the grantor; (ii) may be exercised by the General Partner, either by signing separately as attorney-in-fact for each Limited Partner or, after listing all of the Limited Partners executing an instrument, by the signatures of the General Partner, acting as attorney-in-fact for all of them; and (iii) shall survive the delivery of an assignment by a Limited Partner of the whole or any fraction of his interest in the Partnership, except that, where the assignee of the whole of such Limited Partner's interest has been approved by the General Partner for admission to the Partnership as a substituted limited partner, the power of attorney of the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to, deliver, record and file any instrument necessary or appropriate to effect such substitution. In the event of any conflict between this Agreement and any document, instrument, conveyance or certificate executed or filed by any General Partner pursuant to such power of attorney, this Agreement shall control.

11.3. Further Assurances. Each Limited Partner shall execute and deliver to the General Partner, within five days after receipt of the General Partner's request therefor, such further designations, powers of attorney and other instruments and agreements as the General Partner deem necessary or appropriate to carry out the provisions of this Agreement.

ARTICLE 12

AMENDMENTS TO AGREEMENT

Amendments to this Agreement which are not of an inconsequential nature (as reasonably determined by the General Partner) and do not affect the rights of the other Partners in any material respect, or which are contemplated by this Agreement, may be made by the General Partner through use of the power of attorney

granted in Article 11. Notwithstanding anything to the contrary contained in the foregoing and except where approval of the Limited Partners is specifically provided for elsewhere in this Agreement without the approval or written consent of each of the Partners affected thereby, no amendment shall remove any General Partner, cause the Partnership to become a general partnership, alter the liability of any Partner, alter any Partner's percentage interest in profits and losses or Distributions without the affected Partner's consent or alter the provisions of this Article 12. The General Partner shall give written notice to all Partners promptly after any amendment has become effective.

ARTICLE 13

MEETINGS OF THE PARTNERS

13.1. Meetings Meetings of the Limited Partners, for any purpose, may be called by the General Partner and shall be called by the General Partner upon receipt of a request in writing signed by any Limited Partner. Such request shall state the purpose or purposes of the proposed meeting and the business to be transacted. Such meeting shall be held at the principal office of the Partnership, or at such other place as may be designated by the General Partner. Notice of any such meeting shall be delivered to all Partners in the manner prescribed in Article 14 within ten days after receipt of such request and not fewer than 15 days or more than 60 days before the date of such meeting. The notice shall state the place, date, hour and purpose or purposes of the meeting. At each meeting of the Limited Partners, the Limited Partners present or represented by proxy shall adopt such rules for the conduct of such meeting as they shall deem appropriate. A list of the names and addresses of all Limited Partners (and the number of Interests held by each Limited Partner) shall be maintained as part of the books and records of the Partnership. The expenses of any such meeting, including the cost of providing notice thereof, shall be borne by the Partnership.

13.2. Proxy Each Limited Partner may authorize any person or persons to act for him by proxy in all matters in which a Limited Partner is entitled to participate. Every proxy must be signed by the Limited Partner or his attorney-in-fact (other than the General Partner). No proxy shall be valid after the expiration of six months from the date thereof. Every proxy shall be revocable by the Limited Partners executing it.

ARTICLE 14

NOTICES

14.1. Method for Notices Unless otherwise specified in this Agreement, all notices, demands, elections, requests or other communications which any party to this Agreement may desire or be required to give hereunder shall be in writing and shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

- (a) if to the General Partner, at 273-C Peninsula Farm Road, Arnold, Maryland 21012, or at such other address as may be designated by any General Partner by notice given to the Partnership as provided in this Article 14;
- (b) if to any of the Limited Partners, at their respective addresses set forth in Schedule I annexed hereto, or at such other address as may be designated by any of them by notice given to the Partnership as provided in this Article 14; and
- (c) if to any person who hereafter becomes a Partner of the Partnership, at such address as may be designated by him by notice given to the Partnership as provided in this Article 14.

All notices given as provided by this Article shall be deemed to have been given or served on the date set forth on the receipt of registered or certified mail or on the fifth day after mailing, whichever is earlier.

14.2. Routine Communications Notwithstanding the provisions of Section 14.1, routine communications such as Distribution checks or financial statements of the Partnership may be sent by first-class mail, postage prepaid.

14.3. Computation of Time In computing any period of time under this Agreement, the day of the act, event or default from which the designated period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

ARTICLE 15

INVESTMENT REPRESENTATION AND RESTRICTION

[Intentionally Omitted.]

ARTICLE 16

GENERAL PROVISIONS

16.1. Entire Agreement This Agreement constitutes the entire agreement among the parties and supersedes any prior agreement or understanding among the parties.

16.2. Amendment; Waiver Except as provided otherwise herein, this Agreement may not be amended nor may any rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver.

16.3. Governing Law This Agreement shall be construed in accordance with and governed by the laws of Maryland, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws.

16.4. Binding Effect Except as provided otherwise herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

16.5. Counterparts This Agreement may be executed either directly or by an attorney-in-fact, in any number of counterparts of the signature pages, each of which shall be considered an original.

16.6. Severability Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

16.7. Headings The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16.8. Gender and Number Whenever required by the context hereof, the singular shall include the plural and the plural shall include the singular. The masculine gender shall include the feminine and neuter genders.

16.9. Waiver of Partition Each Partner hereby irrevocably waives, during the term of the Partnership, any right that he may have to maintain any action for partition with respect to any Partnership property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, either directly or by an attorney-in-fact, to be effective as of the day and year first above written.

ATTEST:

Kathleen M. Moore

Kathleen M. Moore

Kathleen M. Moore

Kathleen M. Moore

John T. Baldwin

GENERAL PARTNER:
Patuxent River Corporation

By: John F. Pili, Jr. (SEAL)
John F. Pili, Jr., President

LIMITED PARTNERS

Sharon F. Sansing (SEAL)
Sharon F. Sansing, as a
tenant by the entirety

John F. Pili, Jr. (SEAL)
John F. Pili, Jr., as a
tenant by the entirety

O'MEARA PROPERTIES, INC.

By: Patricia M. Baldwin (SEAL)
Patricia M. Baldwin,
Vice President

LOB, INC.

By: John T. Baldwin (SEAL)
John T. Baldwin, President

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1991, before me, a Notary Public of the State and County aforesaid, personally appeared John F. Pili, Jr., who made oath in due form of law that he/she is the President of Patuxent River Corporation, that he/she is duly authorized to execute and to attest to this document on behalf of said corporation, and who acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

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

Kathleen M. Moore
Notary Public

My Commission Expires April 1, 1992

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1991, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared John F. Pili, Jr. and Sharon F. Sansing, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged the foregoing Certificate and Agreement of Limited Partnership of Partners for Preservation Limited Partnership to be their act, and in my presence signed and sealed the same.

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

Kathleen M. Warner
Notary Public

My Commission Expires April 1, 1992

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 1st day of July, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Patricia M. Baldwin, who made oath in due form of law that he/she is the Vice President of O'Meara Properties, Inc., that he/she is duly authorized to execute and to attest to this document on behalf of said corporation, and who acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

Kathleen M. Warner
Notary Public

My Commission Expires April 1, 1992

STATE OF Maryland, COUNTY OF Anne Arundel, to wit:

I HEREBY CERTIFY that on this 8th day of July, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared John T. Baldwin, who made oath in due form of law that he/she is the President of LOB, Inc., that he/she is duly authorized to execute and to attest to this document on behalf of said corporation, and who acknowledged the execution of the foregoing document to be the free act and deed of said corporation.

AS WITNESS my hand and Notarial Seal.

John T. Baldwin
Notary Public

My Commission Expires 7/1/92
B05506DB.AGR

SCHEDULE I

LIMITED PARTNERS
PARTNERS FOR PRESERVATION LIMITED PARTNERSHIP

<u>Limited Partner</u>	<u>Address</u>	<u>Interest</u>	<u>Capital Contribution</u>
John F. Pilli Jr. and Sharon F. Sansing, his wife, as tenants by the entirety		39.5%	\$2,000.00
O'Meara Properties, Inc.		9.5%	\$1,000.00
LOB, Inc.		50%	\$3,000.00

B05506DBAGR

3343 0916

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 58

DOCUMENT CODE 05^{MA} BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>169</u>
80	_____	For. Limited Partnership	ATTENTION: _____
83	<u>50</u>	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other	_____
_____	_____	Other	_____

TOTAL FEES _____

80 Check _____ Cash _____

NOTE: _____

Documents on _____ checks _____

APPROVED BY: _____

A

3343 0917

CERTIFICATE OF LIMITED PARTNERSHIP
OF
PARTNERS FOR PRESERVATION LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 3, 1991 AT 12:07 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3246196

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.

RETURN TO:
HARTMAN AND CRAIN
2660 RIVA ROAD
4TH FLOOR
ANNAPOLIS MD 21401

005C3050564

A 362123



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3343 089d

CERTIFICATE OF CORRECTION
OF
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 6 LIMITED PARTNERSHIP

0718-91 at 8:14 p.m.

THIS CERTIFICATE OF CORRECTION OF CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (this "Certificate"), is made this 15th day of July, 1991 by the undersigned party.

RECITALS

A. The Certificate and Agreement of Limited Partnership of Zarpas No. 6 Limited Partnership (the "Certificate and Agreement") was filed with the State Department of Assessments and Taxation on October 31, 1985.

B. Paragraph 1(s) of the Certificate and Agreement incorrectly defined the "Partnership" as Zarpas No. 1 Limited Partnership.

C. The partners of the partnership desire to correct the error.

NOW, THEREFORE, in consideration of the foregoing, the undersigned party does hereby certify that:

1. Paragraph 1(s) of the Certificate and Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(s) "Partnership" shall mean and refer to Zarpas No. 6 Limited Partnership, a Maryland limited partnership, formed pursuant to the Act.

IN WITNESS WHEREOF, the undersigned partners have hereunto affixed their signatures and seals as of the date and year first above written.

WITNESS:

Alice M. Plante

Samuel N. Zarpas (Seal)
Samuel N. Zarpas, Managing
General Partner, Personally and
as Attorney-in-Fact for all
Limited Partners

Alice M. Plante

Georgia J. Zarpas (Seal)
Georgia J. Zarpas, General
Partner

0380LUD2.0G

510

3346 0972

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 59

DOCUMENT CODE 17^{MA} BUSINESS CODE _____ COUNTY 52

M2024594 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	<u>10</u>	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>061</u>
80	_____	For. Limited Partnership	ATTENTION: _____
83	_____	Cert. Limited Partnership	<u>Kevin C. Keller</u>
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	MAIL TO ADDRESS: _____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

TOTAL FEES 10

Check _____ Cash

NOTE:

5 Documents on 1 checks

APPROVED BY: SMA

CERTIFICATE OF CORRECTION OF CERTIFICATE OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 6 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 60

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 18, 1991 AT 8:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 10.00

\$ _____

M2024594

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.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
KRISTIN C. KELLER
SUITE 400
1615 L STREET, N.W.
WASHINGTON DC 20036 5601

01503052017

A 363305



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

3346 0971

CERTIFICATE OF CORRECTION
OF
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 5 LIMITED PARTNERSHIP

07-18-91 at 8:14 AM

BOOK -- 14 PAGE

61

THIS CERTIFICATE OF CORRECTION OF CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (this "Certificate"), is made this 15TH day of July, 1991 by the undersigned party.

RECITALS

A. The Certificate and Agreement of Limited Partnership of Zarpas No. 5 Limited Partnership (the "Certificate and Agreement") was filed with the State Department of Assessments and Taxation on October 31, 1985.

B. Paragraph 1(s) of the Certificate and Agreement incorrectly defined the "Partnership" as Zarpas No. 1 Limited Partnership.

C. The partners of the partnership desire to correct the error.

NOW, THEREFORE, in consideration of the foregoing, the undersigned party does hereby certify that:

1. Paragraph 1(s) of the Certificate and Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(s) "Partnership" shall mean and refer to Zarpas No. 5 Limited Partnership, a Maryland limited partnership, formed pursuant to the Act.

IN WITNESS WHEREOF, the undersigned partners have hereunto affixed their signatures and seals as of the date and year first above written.

WITNESS:

Alice M. Plaxo

Samuel N. Zarpas (Seal)
Samuel N. Zarpas, Managing
General Partner, Personally and
as Attorney-in-Fact for all
Limited Partners

Alice M. Plaxo

Georgia J. Zarpas (Seal)
Georgia J. Zarpas, General
Partner

0380LUD4.0G

3346 0969

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 17 BUSINESS CODE _____ COUNTY 52
M2024578 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	<u>70</u>	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	Code <u>061</u>
75	_____	Special Fee	ATTENTION: _____
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	MAIL TO ADDRESS: _____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other	_____
_____	_____	Other	_____

TOTAL FEES 10

Check _____ Cash
5 Documents on 1 checks

APPROVED BY: [Signature]

NOTE:

CERTIFICATE OF CORRECTION OF CERTIFICATE OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 5 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 63

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 18, 1991 AT 8:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 10.00

SPECIAL
FEE PAID:

\$ _____

M2024578

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.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
KRISTIN C. KELLER
SUITE 400
1815 L STREET, N.W.
WASHINGTON DC 20036 5601

01503052016

A 363304



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

3346 0968

07-18-91 at 8:14 a.m.

CERTIFICATE OF CORRECTION
OF
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 4 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 64

THIS CERTIFICATE OF CORRECTION OF CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (this "Certificate"), is made this 15TH day of July, 1991 by the undersigned party.

RECITALS

A. The Certificate and Agreement of Limited Partnership of Zarpas No. 4 Limited Partnership (the "Certificate and Agreement") was filed with the State Department of Assessments and Taxation on October 31, 1985.

B. Paragraph 1(s) of the Certificate and Agreement incorrectly defined the "Partnership" as Zarpas No. 1 Limited Partnership.

C. The partners of the partnership desire to correct the error.

NOW, THEREFORE, in consideration of the foregoing, the undersigned party does hereby certify that:

1. Paragraph 1(s) of the Certificate and Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(s) "Partnership" shall mean and refer to Zarpas No. 4 Limited Partnership, a Maryland limited partnership, formed pursuant to the Act.

IN WITNESS WHEREOF, the undersigned partners have hereunto affixed their signatures and seals as of the date and year first above written.

WITNESS:

Alice M. Plante

Samuel N. Zarpas (Seal)
Samuel N. Zarpas, Managing
General Partner, Personally and
as Attorney-in-Fact for all
Limited Partners

Alice M. Plante

Georgia J. Zarpas (Seal)
Georgia J. Zarpas, General
Partner

0380LUD5.0G

50

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 65

DOCUMENT CODE 17 BUSINESS CODE _____ COUNTY 52

M2024586 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	<u>10</u>	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	Code <u>061</u>
75	_____	Special Fee	
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Kristin C. Keller</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	
71	_____	Financial _____ Personal _____	
600	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 10

5 Documents on 1 checks Check _____ Cash

APPROVED BY: [Signature]

CERTIFICATE OF CORRECTION OF CERTIFICATE OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 4 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 66

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 18, 1991 AT 8:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 10.00

SPECIAL
FEE PAID:

\$ _____

M2024586

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.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
KRISTIN C. KELLER
SUITE 400
1615 L STREET, N.W.
WASHINGTON DC 20036 5601

01503052015

A 363303



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

3346 0965

07-18-91 at 8:44 a.m.

CERTIFICATE OF CORRECTION
OF
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 3 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 67

THIS CERTIFICATE OF CORRECTION OF CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (this "Certificate"), is made this 15TH day of July, 1991 by the undersigned party.

RECITALS

A. The Certificate and Agreement of Limited Partnership of Zarpas No. 3 Limited Partnership (the "Certificate and Agreement") was filed with the State Department of Assessments and Taxation on October 31, 1985.

B. Paragraph 1(s) of the Certificate and Agreement incorrectly defined the "Partnership" as Zarpas No. 1 Limited Partnership.

C. The partners of the partnership desire to correct the error.

NOW, THEREFORE, in consideration of the foregoing, the undersigned party does hereby certify that:

1. Paragraph 1(s) of the Certificate and Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(s) "Partnership" shall mean and refer to Zarpas No. 3 Limited Partnership, a Maryland limited partnership, formed pursuant to the Act.

IN WITNESS WHEREOF, the undersigned partners have hereunto affixed their signatures and seals as of the date and year first above written.

WITNESS:

Alice M. Plante

Samuel N. Zarpas (Seal)
Samuel N. Zarpas, Managing
General Partner, Personally and
as Attorney-in-Fact for all
Limited Partners

Alice M. Plante

Georgia J. Zarpas (Seal)
Georgia J. Zarpas, General
Partner

0380LUD3.0G

50

7746 0963

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 68

DOCUMENT CODE 17^{mk} BUSINESS CODE _____ COUNTY 52

M2024560 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	<u>10</u>	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>061</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	<u>Kristin C. Keller</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES 10

Check _____ Cash

NOTE:

5 Documents on 1 checks

APPROVED BY: Smsy

3346 0964

CERTIFICATE OF CORRECTION OF CERTIFICATE OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 3 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 69

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 18, 1991 AT 8:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

S _____

RECORDING
FEE PAID:

S 10.00

SPECIAL
FEE PAID:

S _____

M2024560

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.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
KRISTIN C. KELLER
SUITE 400
1615 L STREET, N.W.
WASHINGTON DC 20036 5601

015C3052014

A 363302



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

3346 0962

APPROVED 7-18-91 BY 8:14 A.M.

CERTIFICATE OF CORRECTION
OF
CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 2 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 70

THIS CERTIFICATE OF CORRECTION OF CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP (this "Certificate"), is made this 15TH day of July, 1991 by the undersigned party.

RECITALS

- A. The Certificate and Agreement of Limited Partnership of Zarpas No. 2 Limited Partnership (the "Certificate and Agreement") was filed with the State Department of Assessments and Taxation on October 31, 1985.
- B. Paragraph 1(s) of the Certificate and Agreement incorrectly defined the "Partnership" as Zarpas No. 1 Limited Partnership.
- C. The partners of the partnership desire to correct the error.

NOW, THEREFORE, in consideration of the foregoing, the undersigned party does hereby certify that:

1. Paragraph 1(s) of the Certificate and Agreement is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

(s) "Partnership" shall mean and refer to Zarpas No. 2 Limited Partnership, a Maryland limited partnership, formed pursuant to the Act.

IN WITNESS WHEREOF, the undersigned partners have hereunto affixed their signatures and seals as of the date and year first above written.

WITNESS:

Alice M. Plante

Samuel N. Zarpas (Seal)
Samuel N. Zarpas, Managing
General Partner, Personally and
as Attorney-in-Fact for all
Limited Partners

Alice M. Plante

Georgia J. Zarpas (Seal)
Georgia J. Zarpas, General
Partner

0380BVA7.0G

510

11998103

1991 JUL 15 4 8 15

7746 0960

1991 SEP-5 AM 11:03

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 71

DOCUMENT CODE 17 BUSINESS CODE _____ COUNTY 52
M2024552 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	<u>10</u>	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>061</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	<u>Kristin C. Keller</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 10

5 Documents on 1 checks Check _____ Cash

NOTE:

APPROVED BY: SMS

CERTIFICATE OF CORRECTION OF CERTIFICATE OF LIMITED PARTNERSHIP
OF
ZARPAS NO. 2 LIMITED PARTNERSHIP

BOOK -- 14 PAGE 72

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 18, 1991 AT 8:14 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 10.00

\$ _____

M2024552

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.

RETURN TO:
TUCKER, FLYER, SANGERT & LEWIS
KRISTIN C. KELLER
SUITE 400
1615 L STREET, N.W.
WASHINGTON DC 20036 5601

015C3052013

A 363301



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

3346 0958

BOOK -- 14 PAGE 73

7-8-91 1:14P

EDWARD H. DICKINSON LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

THE UNDERSIGNED, being all of the general partners of Edward H. Dickinson Limited Partnership (the "Partnership"), file this Certificate of Limited Partnership pursuant to Section 10-201(a) of the Corporations and Associations Article of the Annotated Code of Maryland and state as follows:

1. The name of the limited partnership is Edward H. Dickinson Limited Partnership.

2. The address of the principal office of the Partnership in Maryland is: P.O. Box 8770, BWI Airport, Baltimore, Maryland 21240. *856 Elkridge Landing RD. Linthicum MD 21090*

3. The name and address of the resident agent of the Partnership are: Fielding Lewis Wilson, Jr., P.O. Box 8770, BWI Airport, Baltimore, Maryland 21240. *856 Elkridge Landing RD Linthicum MD 21090.*

4. The name and business, residence or mailing address of each general partner are:

(a) Edward H. Dickinson and Fielding Lewis Wilson, Jr. as co-trustees of the Edward H. Dickinson Revocable Trust, P.O. Box 8770, BWI Airport, Baltimore, Maryland 21240; and

(b) Fielding Lewis Wilson, Jr. as trustee of the Edward H. Dickinson Real Estate Securities Trust, P.O. Box 8770, BWI Airport, Baltimore, Maryland 21240.

5. The latest date upon which the Partnership is to dissolve is: December 31, 2050.

EDWARD H. DICKINSON AND FIELDING LEWIS WILSON, JR. AS CO-TRUSTEES OF THE EDWARD H. DICKINSON REVOCABLE TRUST

By: *Fielding Lewis Wilson, Jr.*
Fielding Lewis Wilson, Jr.

11908131

FIELDING LEWIS WILSON, JR. AS TRUSTEE OF THE EDWARD H. DICKINSON REAL ESTATE SECURITIES TRUST

By: *Fielding Lewis Wilson, Jr.*
Fielding Lewis Wilson, Jr.

7344 0789

Dated: July 5 1991

COPIES 4-173-191

(A)

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 71

DOCUMENT CODE 05 gmo. BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>59</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name _____
65		Rec. Fee (Dissolution)	Change of Principal Office _____
66		Rec. Fee (Revival)	Change of Resident Agent _____
52		Foreign Qualification	Change of Resident Agent Address _____
50		Cert. of Qual. or Reg.	Resignation of Resident Agent _____
51		Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address _____
13	<u>7</u>	Certified Copy <u>IP</u>	Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing <u>Due 7-8-91</u>	
NA		Foreign Corp. Registration <u>116247</u>	MAIL TO ADDRESS: _____
87	<u>6</u>	Limited Part. Good Standing	<u>Bruce Markowitz</u>
71		Financial	<u>Hazel & Thomas</u>
600		Property Reports and late filing penalties	<u># 2100</u>
70		Change of P.O., R.A. or R.A.A.	<u>120 E Balt St</u>
91		Amend/Cancellation, For. Limited Part.	<u>Balt, Md 21202</u>
		Other	
		Other	

TOTAL FEES 122

Check Cash

Documents on _____ checks

APPROVED BY: [Signature]

CERTIFIED COPY MADE
NOTE: new lp
start file

3344 0790

CERTIFICATE OF LIMITED PARTNERSHIP
OF
EDWARD H. DICKINSON LIMITED PARTNERSHIP

BOOK -- 14 PAGE 75

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 8, 1991 AT 1:14 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3248374

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.

RETURN TO:
HAZEL & THOMAS
ATTN: BRUCE MARKOWITZ
120 BALTIMORE ST., #2100
BALTIMORE MD 21202

008C3051042

A 362530



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

3344 0788

J.C.A. Film Partners Limited Partnership
Certificate of Limited Partnership

RECEIVED
'91 JUN 28 AM 10:41
STATE DEPT. OF ASSESSMENTS & TAXATION

- A. The name of the Partnership (which is hereinafter called the "Partnership") is J.C.A. Film Partners Limited Partnership.
- B. The purpose for which the Partnership is formed is to produce and cause distribution of, and any other exhibition or exploitation of the feature film Permanent Damage.
- C. The post office address of the place at which the principal office of the Partnership in the state of Maryland shall be located is 323 Crain Highway, S.E., Glen Burnie, MD 21061. The resident agent of the Partnership is Scott W. Boswell, whose post office address is 805 Castle Road, Glen Burnie, MD 21061. Said resident is a citizen of the State of Maryland and actually resides therein.
- D. The General Partners of the Partnership are Archer Entertainment, Inc., a Maryland corporation whose post office address is 323 Crain Highway, S.E., Glen Burnie, MD 21061 and Justin Case Productions, Inc., a Maryland corporation whose post office address is 3040 St. Paul Street, Baltimore, MD 21218.
- E. The partnership shall dissolve on January 1, 2002.

In Witness Whereof, we have signed this Certificate of Limited Partnership this 27th day of June, 1991 and acknowledge the same to be our act.

WITNESS:

Scott W. Boswell
Witness

Jeffrey Howard
Archer Entertainment, Inc.
Jeffrey Howard, President

Scott W. Boswell
Witness

Russell Farmarco
Justin Case Productions, Inc.
Russell Farmarco, President

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
APPROVED FOR RECORD
6-28-91 at 10:41 a.m.

50

11798321

1991 SEP -5 AM 11:03

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 77

DOCUMENT CODE 05

BUSINESS CODE

COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10	<u>50</u>	Expedited Fee
20		Organ. & Capitalization
61		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	<u>7</u>	<u>1</u> Certified Copy <u>17</u>
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name)

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent and Resident Agent's Address
 _____ Other Change

76 _____ Certificate of Merger/Transfer

Code _____

75		Special Fee
80		For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax
31		Corp. Good Standing
NA		Foreign Corp. Registration
87		Limited Part. Good Standing
71		Financial

ATTENTION: _____

MAIL TO ADDRESS: _____

Scott Baswell
323 Crain Highway
J.E
Glen Burnie, MD
21061

TOTAL FEES 107

Check Cash

Documents on _____ checks

APPROVED BY: [Signature]

NOTE:

act ml

CERTIFIED COPY MADE

3742 1599

CERTIFICATE OF LIMITED PARTNERSHIP
OF
J.C.A. FILM PARTNERS LIMITED PARTNERSHIP

BOOK -- 14 PAGE 78

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 28, 1991 AT 10:41 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3244506

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.

RETURN TO:
SCOTT W. BOSWELL
323 CRAIN HIGHWAY, S.E.
GLEN BURNIE MD 21061

003C3050230

A 361839



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.
7742 1597

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD
6/21/91 at 8:16 A.M.

BOOK -- 14 PAGE 79

1991 JUN 21 A 8:16

AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CEDAR PARK FARM LIMITED PARTNERSHIP

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP AND CERTIFICATE OF LIMITED PARTNERSHIP OF CEDAR PARK FARM LIMITED PARTNERSHIP is entered into the 17th day of June, 1991, by and among ELIZABETH BUSH (hereinafter referred to as "Mrs. Bush"), ANNE B. FRANKE (hereinafter referred to as "Mrs. Franke"), EVELETH W. BRIDGMAN, III (hereinafter referred to as "Mr. Evy Bridgman, III"), CHURCHILL M. BRIDGMAN (hereinafter referred to as "Mr. Churchill Bridgman"), SALLY BRIDGMAN (hereinafter referred to as "Dr. Sally Bridgman"), and PETER BRIDGMAN (hereinafter referred to as "Mr. Peter Bridgman"), as general and limited partners and EVELETH W. BRIDGMAN, JR. (hereinafter referred to as "Mr. Bridgman, Jr.") as a special limited partner, pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act on the following terms and conditions. In this Agreement and Certificate, Mr. Evy Bridgman, III, Mrs. Franke, Mr. Churchill Bridgman, and Dr. Sally Bridgman are also collectively referred to as the "Capital Contribution Partners". In this Agreement and Certificate, Mrs. Bush and Mr. Peter Bridgman are also collectively referred to as "Beneficial Family Partners". Mr. Bridgman, Jr. and ELAINE S. BRIDGMAN (hereinafter referred to as "Mrs. Bridgman") have also executed this Agreement and Certificate as withdrawing general partners.

Section 1
THE PARTNERSHIP

1.1 Organization. The Partnership was organized as a Maryland limited partnership by the filing of a certificate of limited partnership with the State Department of Assessment and Taxation for Maryland on December 18, 1986 with Mr. Bridgman, Jr. as the sole limited partner and with Mr. Bridgman, Jr., Mrs. Bridgman, Mr. Churchill Bridgman, and Mr. Evy Bridgman, III as general partners. On April 1, 1991, Mr. Bridgman, Jr. and Mrs. Bridgman transferred all of their general and/or limited partnership interests to, and in, the Partnership to the Capital Contribution Partners (See the Agreement filed among the land records for Anne Arundel County, Maryland at Liber 5287, folio 805). The restated and amended Agreement and Certificate is to memorialize this prior transfer of their interests and to provide for the admittance of new partners under the terms and conditions

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11728094

set forth herein.

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1.2 Partnership Name. The name of the Partnership shall continue to be Cedar Park Farm Limited Partnership and all business of the Partnership shall be conducted in such name. The Partnership shall hold all of its property in the name of the Partnership and not in the name of any Partner.

1.3 Principal Place of Business and Resident Agent. The principal place of business of the Partnership shall be located at 883 Cumberstone Road, Harwood, Maryland 20776. The resident agent of the Partnership is Mrs. Anne B. Franke, 1135 Cumberstone Road, Harwood, Maryland 20776. Mrs. Franke is a citizen of, and actually resides in, the State of Maryland.

1.4 Purpose. The purpose of the Partnership is to preserve for the benefit of the general and limited partners and their descendants as may become partners from time to time the property known as Cedar Park (including the Cedar Park House), the Woods, and the Orchard as well as all improvements thereon and all more particularly described in a Deed dated 14 December 1986 and recorded among the land records for Anne Arundel County, Maryland at Liber 4376, folio 834 (hereinafter referred to as the "Property") and to farm or otherwise operate various businesses on the Property as may be determined to be appropriate by the general partners and in furtherance of these purposes to acquire, own, develop, mortgage, encumber, hypothecate, lease, sell, maintain, improve, alter, remodel, expand, manage, and otherwise operate and deal with part or all of the Property, including, without limitation, obtaining financing and refinancing for the above purposes, selling, exchanging, transferring, or otherwise disposing of all or any part of the Property and investing and reinvesting any funds held in reserve pursuant to the terms of this Agreement.

1.5 Purposes Limited. The Partnership shall be a partnership only for the purpose specified in Section 1.4 hereof. Except as otherwise provided in this Agreement, the Partnership shall not engage in any other activity or business and no Partner shall have any authority to hold himself out as a general agent of another Partner in any other business or activity.

1.6 No Payment of Individual Obligations. The Partners shall use the Partnership's credit and assets solely for the benefit of the Partnership. No asset of the Partnership shall be transferred or encumbered for or in payment of any individual obligations of a Partner.

1.7 Statutory Compliance. The Partnership shall exist under and be governed by, and this Agreement shall be construed in accordance with, the applicable laws of the State of Maryland. The Partners shall make all filings and disclosures required by, and shall otherwise comply with, all such laws.

1.8 Title to Property. All real and personal property owned by the Partnership shall be owned by the Partnership as an entity, and, insofar as permitted by applicable law, no Partner shall have any ownership interest in such property in its individual name or right, and each Partner's interest in the Partnership shall be personal property for all purposes.

1.9 Term. The term of the Partnership commenced on the date of the filing of the initial certificate on December 18, 1986 and shall continue until December 31, 2050 or sooner upon the winding up and liquidation of the Partnership following a "Liquidating Event", as provided in Section 11 hereof.

1.10 Competition. The Partners hereby acknowledge and agree that each Partner may engage in any activity whatsoever (as an owner, employee, consultant, or otherwise), whether or not such activity competes with or is enhanced by the Partnership's business and affairs, and no Partner shall be liable or accountable to the Partnership or any other Partner for any income, compensation, or profit that such Partner may derive from any such activity. Further, no Partner shall be liable or accountable to the Partnership or any other Partner for failure to disclose or make available to the Partnership any business opportunity that such Partner becomes aware of in his or her capacity as a Partner or otherwise.

1.11 Definitions. Capitalized words and phrases in this Agreement have the following meanings:

(a) "Act" means the Maryland Revised Uniform Partnership Act, as set forth in Title Ten of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time (or any corresponding provisions of succeeding law).

(b) "Adjusted Allocation Interest" means, with respect to any Partner, the Capital Account of such Partner as determined at the end of the Partnership's year but prior to the adjustment of the Capital Account for such year for that Partner's distributive share of Profits, Losses, or other items described in Sections 3.1, 3.2, and 3.3 of this Agreement.

(c) "Adverse Act" means, with respect to any Partner, any of the following:

(i) a failure of such Partner to make any Capital Contribution required pursuant to any provision of this Agreement;

(ii) a Transfer of all or any portion of such Partner's interest in the Partnership except as expressly permitted or required by this Agreement; or

(iii) a determination that such Partner has taken an action, or has failed to take an action within the scope of his duties hereunder, that results, or can reasonably be expected to result in, such Partner becoming liable to indemnify the Partnership for a material sum pursuant to any provision of this Agreement or that would justify a decree of dissolution of the Partnership under the Act. The determination whether a Partner has so acted or failed to act shall be made conclusively by vote of Partners holding a majority of the Percentage Interests (determined without regard to the Percentage Interest of such Partner).

An "Adverse Partner" is any Partner with respect to whom an Adverse Act has occurred.

(d) "Agreement" means this Agreement of Partnership, as amended from time to time. Words such as "herein", "hereinafter", "hereof", "hereto", and "hereunder" refer to this Agreement as a whole, unless the context otherwise requires.

(e) "Annual Business Plan" means any plan approved by the Partners pursuant to Section 6.2 hereof.

(f) "Capital Account" means, with respect to any Capital Accounts maintained for such Person in accordance with the following provisions:

(i) To each Person's Capital Account there shall be credited such Person's Capital Contributions, such Person's distributive share of Profits, and the amount of any Partnership liabilities assumed by such Person or which are secured by any Property distributed to such Person;

(ii) To each Person's Capital Account there shall be debited the amount of cash and the gross asset value of any Property distributed to such Person pursuant to any provision of this Agreement, such Person's distributive share of Losses, and the amount of any liabilities of such Person assumed by the Partnership or which are secured by any property contributed by such Person to the Partnership;

(iii) In the event any interest in the Partnership is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest;

(iv) In determining the amount of any liability for purposes of Sections 1.11(f)(i) and 1.11(f)(ii) hereof, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(g) The Initial Capital Contributions as set forth herein

are deemed by the Partners to have substantive economic effect and fairly reflect the economic burdens and benefits. The Initial Capital Contributions were determined by apportioning the liability of the Capital Contribution Partners to third parties in acquiring the Property to each of their Initial Capital Contributions. After this initial determination of capital accounts, the term "Capital Contribution" shall have the following meaning. "Capital Contributions" means, with respect to any Partner, the amount of money and the initial gross asset value of any property (other than money), as determined by the Partners, contributed to the Partnership with respect to the Partnership interest held by such Partner pursuant to the terms of this Agreement. The principal amount of a promissory note which is not readily traded on an established securities market and which is contributed to the Partnership by the maker of the note shall not be included in the Capital Contribution of any Person until the Partnership makes a taxable disposition of the note or until (and to the extent) principal payments are made on the note, all in accordance with Regulations Section 1.704-1(b)(2) (iv)(d)(2).

(h) "Code" means the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(i) "Depreciation" means, for each fiscal year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization, or other cost recovery deduction such year is zero, Depreciation shall be determined with reference to such beginning Gross asset Value using any reasonable method selected by the General Partners.

(j) "Event of Bankruptcy" means, with respect to any Partner or the Partnership, any of the following:

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

(ii) making a general assignment for the benefit of creditors;

(iii) consenting to the appointment of a receiver

for all or a substantial part of such Person's property;

(iv) in the case of the filing of an involuntary petition in bankruptcy, an entry of an order for relief;

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

(vi) the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of such Person's property.

(k) "Net Cash From Operations" means the gross cash proceeds from Partnership operations less the portion thereof used to pay or establish reserves for all Partnership expenses, debt payments, capital improvements, replacements, and contingencies, all as determined by the Partners. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar allowances, but shall be increased by any reductions of reserves previously established.

(l) "Net Cash From Sales or Refinancings" means the net cash proceeds from all sales, other dispositions, and refinancings of Property, less any portion thereof used to establish reserves, all as determined by the Partners. "Net Cash From Sales or Refinancings" shall include all principal and interest payments with respect to any note or other obligation received by the Partnership in connection with the sale or other disposition of Property.

(m) "Partners" means those individuals executing this Agreement as Partners and their successors, and the term "Partner" shall refer to General Partners and Limited Partners, except that the term "Partner" or "Partners" shall not include the Special Limited Partner who shall only be referred to as the "Special Limited Partner".

(n) "Partnership" means the limited partnership formed by this Agreement and the partnership continuing the business of this Partnership in the event of dissolution as herein provided.

(o) "Percentage Interest" means, with respect to any Partner, the Percentage Interest set forth opposite such Partner's name in this Agreement. In the event any Partnership interest is transferred in accordance with the provisions of this Agreement, the transferee of such interest shall succeed to the Percentage Interest of his transferor to the extent it relates to the transferred interest.

(p) "Person" means any individual, partnership,

corporation, trust, or other entity.

(q) "Profits" and "Losses" means, for each fiscal year or other period, an amount equal to the Partnership's taxable income or loss for such year or period, determined in accordance with generally accepted accounting principles.

(r) "Property" means all real property owned by the Partnership, including that Property known as Cedar Park (including the house known as Cedar Park), the Woods, and the Orchard and any improvements thereto, and all of the personal Property owned by the Partnership, including farm equipment and shall include both tangible and intangible property.

(s) "Transfer" means, as a noun, any voluntary or involuntary transfer, sale, pledge, hypothecation, or other disposition and, as a verb, voluntarily or involuntarily to transfer, sell, pledge, hypothecate, or otherwise dispose of.

Section 2
CAPITAL CONTRIBUTIONS

2.1 Partners. The names, addresses, initial Capital Contributions, and Percentage Interests of the Partners are set forth as follows:

GENERAL PARTNERS

GENERAL PARTNER	INITIAL CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Mrs. Bush	-0-	15%
Mrs. Franke	\$187,000.00	15%
Mr. Evy Bridgman, III	\$187,000.00	15%
Mr. Churchill Bridgman	\$187,000.00	15%
Dr. Sally Bridgman	\$187,000.00	15%
Mr. Peter Bridgman	-0-	15%

LIMITED PARTNERS

LIMITED PARTNER	INITIAL CAPITAL CONTRIBUTION	PERCENTAGE INTEREST
Mrs. Bush	-0-	1 1/2 %
Mrs. Franke	\$500.00	1 1/2 %
Mr. Evy Bridgman, III	\$500.00	1 1/2 %
Mr. Churchill Bridgman	\$500.00	1 1/2 %
Dr. Sally Bridgman	\$500.00	1 1/2 %
Mr. Peter Bridgman	-0-	1 1/2 %

SPECIAL LIMITED PARTNER

Mr. Bridgman, Jr.	-0-	1 %
-------------------	-----	-----

2.2 Additional Capital Contributions from the General Partners. Additional Capital Contributions may be called for by a majority of the General Partners by written demand upon the General Partners from time to time for any purpose deemed appropriate by a majority of the General Partners in their reasonable discretion as long as such purpose is consistent with an Annual Business Plan as approved by the General Partners pursuant to Section 6 hereof or is necessary and appropriate in connection with any matter approved by the General Partners pursuant to Section 6 hereof. Such Additional Capital Contributions may be stated as an additional amount due in monthly installments, in which case each installment shall be deemed a separate demand. The Additional Capital Contribution shall be in proportion to each General Partner's General Partnership Interest absent an agreement by the majority of the General Partners to the contrary. If the majority of General Partners agree to Additional Capital Contributions other than in proportion to the General Partnership Interests of each General Partner, then the majority of General Partners shall establish a Minimum Additional Capital Contribution that all General Partners shall be obligated to pay. In the event any Partner shall fail to make his or her Minimum Additional Capital Contribution within thirty (30) days of written demand from the General Partners, or within thirty (30) days of the date such installment is due, then such General Partner shall be in breach of his or her obligations hereunder and such breach shall constitute an Adverse Act thereby causing such Adverse Partner to have his or her General Partnership Interest converted into, and become a Limited Partnership Interest under the provisions of Section 6.5 hereof.

2.3 General.

(a) Except as otherwise provided in this Agreement, no Partner shall demand or receive a return of his Capital Contributions. Under circumstances requiring a return of any Capital Contributions, no Partner shall have the right to receive property other than cash except as may be specifically provided herein.

(b) No Partner shall receive any interest, salary, or drawing with respect to his Capital Contributions or his Capital Account or for services rendered on behalf of the Partnership or otherwise in his capacity as Partner except as otherwise provided in this Agreement.

(c) Except as otherwise provided in this Section and Section 8 hereof, relating to Transfers of Partnership interests, no Person shall be admitted to the Partnership as a Partner without the unanimous consent of the Partners.

**Section 3
ALLOCATIONS**

3.1 Profits. Profits for any fiscal year shall be allocated among the Partners in proportion to their Adjusted Allocation Interests.

3.2 Losses. Losses for any fiscal year shall be allocated among the Partners in proportion to their Adjusted Allocation Interests.

3.3 General.

(a) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the year.

(b) The Partners are aware of the income tax consequences of the allocations made by this Section 3 and hereby agree to be bound by the provisions of this Section 3 in reporting their shares of Partnership income and loss for income tax purposes.

(c) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other times shall be determined on a daily, monthly, or other basis, as determined by the General Partners using any permissible method under Code Section 706 and the Regulations thereunder.

**Section 4
DISTRIBUTIONS**

4.1 Net Cash From Operations. Except as provided in Section 10.2 hereof, relating to the liquidation of the Partnership, Net Cash From Operations shall be determined by the General Partners quarterly, and the amount so determined shall be distributed to the Partners in proportion to their Adjusted Allocation Interests.

4.2 Net Cash From Sales or Refinancing. Except as provided in Section 10.2 hereof, relating to the liquidation of the Partnership, all Net Cash From Sales or Refinancings, if any, shall be distributed, from time to time as determined by the General Partners, to the Partners in proportion to their Adjusted Allocation Interests.

4.3 Distribution Among Partners. If a Permitted Transfer, pursuant to Section 8 hereof, of an interest in the Partnership

occurs during any accounting period, Profits, Losses, each item thereof, and all other items attributable to such interest for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partners. All distributions on or before the date of a Permitted Transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Partnership shall recognize a Permitted Transfer not later than the end of the calendar month during which it is given notice of such Transfer, provided that if the Partnership does not receive a notice stating the date such interest was transferred and such other information as the General Partners may reasonably require within thirty (30) days after the end of the accounting period during which the transfer occurs, or if a Transfer is not a Permitted Transfer then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Partnership, on the last day of the accounting period during which the Transfer occurs, was the owner the Partnership interest. The General Partners and the Partnership shall incur no liability for making allocations and distributions in accordance with the provisions of this Section 4.3, whether or not the General Partners or the Partnership has knowledge of any Transfer of ownership of any interest in the Partnership.

4.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment or distribution to the Partnership or the Partners shall be treated as amounts distributed to the Partners pursuant to this Section 4 for all purposes under this Agreement. The General Partners may allocate any such amounts among the Partners in any manner that is in accordance with applicable law.

Section 5 ACCOUNTING AND RECORDS

5.1 Books and Records. The Partnership shall maintain at its principal place of business separate books of account for the Partnership which shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the operation of the Partnership business in accordance with generally accepted accounting principles consistently applied. The Partnership shall use the cash method of accounting in preparation of its annual reports and for tax purposes and shall keep its books accordingly. The expenses chargeable to the Partnership shall include only those which are reasonable and necessary for the ordinary and efficient operation of the Partnership business and performance of the obligations of the Partnership under any agreements relating to the business of the Partnership. Each

Partner shall, at his sole expense, have the right, at any time upon reasonable notice to the Partner keeping the records, to examine, copy, and audit the Partnership's books and records during normal business hours.

5.2 Reports. The General Partners shall be responsible for the preparation of financial reports of the Partnership and the coordination of financial matters of the Partnership with the Partnership's accountants. Within ninety (90) days after the end of each fiscal year the General Partners shall cause each Partner to be furnished with a copy of the balance sheet of the Partnership as of the last day of the applicable period, and a statement of income or loss for the Partnership for such period. Annual statements shall also include a statement showing any item of income, deduction, credit, or loss allocable for federal income tax purposes pursuant to the terms of this Agreement. Annual statements shall be reviewed by the Partnership's accountants.

5.3 Tax Returns. The General Partners shall cause the Partnership's accountants to prepare all income and other tax returns of the Partnership and shall cause the same to be filed in a timely manner. The General Partners shall furnish to each Partner a copy of each such return, together with any schedules or other information which each Partner may require in connection with such Partner's own tax affairs.

5.4 Tax Matters Partner. Mrs. Franke shall be the party designated to receive all notices from the Internal Revenue Service which pertain to the tax affairs of the Partnership. Mrs. Franke shall be the "Tax Matters Partner" pursuant to the Code.

5.5 Fiscal Year. The fiscal year of the Partnership shall be the calendar year, unless otherwise approved by the Partners. As used in this Agreement, a fiscal year shall include any partial fiscal year at the beginning and end of the Partnership term.

5.6 Bank Accounts. The General Partners shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in their immediate possession or control. The funds of the Partnership shall not be commingled with the funds of any other Person and the General Partners shall not employ, or permit any other Person to employ, such funds in any manner except for the benefit of the Partnership. The bank accounts of the Partnership shall be maintained in such banking institutions as are approved by the General Partners and withdrawals shall be made only in the regular course of Partnership business and as otherwise authorized in this Agreement on such signature or signatures as the General Partners may determine. All funds of the Partnership shall be invested in accordance with the then applicable Annual Business Plan.

Section 6
RIGHTS, POWERS, DUTIES OF GENERAL PARTNERS

6.1 Day-to-Day Management by General Partners. Subject to the limitations and restrictions set forth in this Agreement, including but without limitation those set forth in this Section 6, the General Partners shall be responsible for the management and operation of the business and affairs of the Partnership, and they shall be entitled to such reasonable compensation for services, subject to the approval of any such compensation by the Partners holding a majority interest in the Partnership. In furtherance thereof, the General Partners may exercise the following specific rights and powers without any further consent of the Limited Partners being required:

(a) to expend the capital and income of the Partnership to the extent permitted by this Agreement and consistent with the then applicable Annual Business Plan;

(b) To ask for, collect, and receive any rents, issues, and profits or income from any Property of the Partnership, or any part or parts thereof, and to disburse Partnership funds for Partnership purposes to those persons entitled to receive same;

(c) to purchase from or through others, contracts of liability, casualty, or other insurance for the protection of the properties or affairs of the Partnership or the Partners, or for any purpose convenient or beneficial to the Partnership;

(d) to pay all taxes, licenses, or assessments of whatever kind or nature imposed upon or against the Partnership or the Project, and for such purposes to make such returns and do all other such acts or things as may be deemed necessary and advisable by the Partnership;

(e) to establish, maintain, and supervise the deposit of any monies or securities of the Partnership with federally insured banking institutions or other institutions as may be selected by the General Partners, in accounts in the name of the Partnership with such institutions;

(f) to institute, prosecute, defend, settle, compromise, and dismiss lawsuits or other judicial or administrative proceedings brought on or in behalf of, or against, the Partnership or the Partners in connection with activities arising out of, connected with, or incidental to this Agreement, and to engage counsel or others in connection therewith;

(g) to execute for and on behalf of the Partnership, and with respect to the Property, all such applications for permits and licenses as the General Partners deems necessary and advisable.

(h) to perform all ministerial acts and duties relating to the payment of all indebtedness, taxes, and assessments due or to become due with regarding to the Property, and to give and receive notices, reports, and other communications arising out of or in connection with the ownership, indebtedness, or maintenance of the Property;

(i) to conduct the affairs of the Partnership with the general objective of preserving the Property; and

(j) to negotiate for and enter into leases in connection with the Property on terms consistent with the then applicable Annual Business Plan.

6.2 Annual Informational Meeting and Business Plan.

A general informational meeting of the Partnership shall be held in April of each year at 833 Cumberstone Road, Harwood, Maryland 20776, or at such time and at such place within Anne Arundel County as determined by the General Partners. Notice of such annual informational meeting shall be given to all General Partners and all Limited Partners. At such meeting, the General Partners shall report on the state of the Partnership to the Partners. At such meeting, any Partner may address any concern that he or she may have regarding the Partnership, or ask that such concern be addressed by the General Partners. (No vote on any matter, however, shall be permitted unless written notice of the intention of calling for a vote on the matter was given to all Partners at least thirty (30) days preceding such meeting.)

The General Partners shall prepare, in advance of such annual informational meeting, an Annual Business Plan for the next fiscal year and they shall make such plan available to the Partners. The Annual Business Plan shall be subject only to the approval of the General Partners holding a majority of General Partnership Interests.

6.3 Implementation of Plan by the General Partners. The General Partners shall, subject to the limitations contained herein and the availability of operating revenues and other cash flow (as long as the General Partners has used reasonable efforts to maximize the same), implement the then applicable Annual Business Plan. The General Partners shall promptly advise and inform the Partners of any transaction, notice, event, or proposal directly relating to the management and operation of the Property which does or could significantly affect, either adversely or favorably, the Property or the Partnership or cause a significant deviation from the Annual Business Plan.

6.4 Restrictions on the General Partners. Notwithstanding anything in this Agreement to the contrary, neither the General Partners nor any Partner shall have any authority to take any following actions without the written approval of the Partners holding at least a majority of the total of the Partnership

Interests of the Partnership:

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- (a) payment of compensation to any of the General Partners;
- (b) giving or granting any options, rights of first refusal, deeds of trust, mortgages, pledges, ground leases, security interests, or otherwise encumbering the Property or any portion thereof;
- (c) obtaining, increasing, modifying, consolidating, or extending any loan, whether secured or unsecured, affecting the Property or the Partnership;
- (d) consenting to any rezoning or subdivision of the Property or any other material change in the legal status thereof;
- (e) selling, conveying, or refinancing the Property or any portion thereof;
- (f) causing or permitting the Partnership to extend credit or to make any loans or become a surety, guarantor, endorser, or accommodation endorser for any person, firm or corporation or entering into any contracts that would materially effect the operation or management of the business of the Partnership or the Property (or any portion thereof);
- (g) releasing, compromising, assigning, or transferring any claims, rights, or benefits of the Partnership;
- (h) confessing a judgement against the Partnership or submitting a Partnership claim to arbitration;
- (i) distributing any cash or property of the Partnership or establishing any reserve, other than as provided in this Agreement;
- (j) doing any act in contravention of this Agreement or which would make it impossible or unreasonably burdensome to carry on the business of the Partnership;
- (k) granting easements or other property rights by documents that are customarily recorded;
- (l) entering into any amendment, modification, revision, supplement, or rescission with respect to any of the foregoing.

Notwithstanding the foregoing, the Partners acknowledge that the terms of the purchase of the partnership interests from Mr. Bridgman, Jr. and Mrs. Bridgman by the Capital Contribution Partners include a provision for a "Deferred Payment". The terms of any refinancing or financing entered into in order to pay such "Deferred Payment" shall be subject only to the approval of a

majority of such Capital Contribution Partners.

6.5 Conversion of General Partnership Interest Into a Limited Partnership Interest. Upon the occurrence of any of the following events, a General Partnership Interest shall immediately and automatically, without any action of the Partnership or any Partner, be converted into a Limited Partnership Interest:

(a) An Adverse Act by a Partner;

(b) An Event of Bankruptcy by a Partner;

(c) If the minority of a General Partner causes a dissolution of the Partnership due to statute or rule of law, or if such Partner who is a minor repudiates any contract or other legal obligation undertaken by him or her in connection with the Partnership, then that Partner shall automatically become a limited partner;

(d) If a court of competent jurisdiction adjudicates a General Partner to be incompetent to manage his or her person or property, that Partner's administrator, guardian, conservator, or other legal representative shall automatically become a limited partner; or

(e) At the election of any General Partner such General Partner can become a Limited Partner if there remains at least one General Partner in the Partnership after such election.

If a Partner becomes a limited partner under the any of the terms of this Section, such partner shall have the same allocable share of the profits, losses, and distributions as he or she had prior to the event specified herein giving rise to the conversion of that Partner's share from a General Partnership Interest to a Limited Partnership Interest and the Partnership shall not dissolve and the business of the Partnership shall continue.

If a Partner's Interest becomes a Limited Partner Interest by operation of this Section due to minority or incompetency, that Partner's Interest shall automatically become a General Partner Interest upon the Partner reaching majority or otherwise upon the removal of the disability. If a Partner's Interest becomes a Limited Partnership Interest due to a failure of such Partner to make any Capital Contribution, then that Partner's Interest shall automatically become a General Partnership Interest upon the Partner making any such Capital Contribution. In all other cases, a General Partner (or his or her successors in interest) whose Partnership Interest is converted to a Limited Partnership Interest may become a General Partner upon approval by a majority of General Partners.

Section 7**LIMITED PARTNERS AND THE SPECIAL LIMITED PARTNER**

7.1 Management and Conduct of Business. Except as provided in Section 6.4, Limited Partners shall not participate in the management of the Partnership or in the management of the Partnership business. They shall have no authority to act for the Partnership or to bind it. They shall have no authority to sign any writing for the Partnership.

7.2 Voting Rights. The Limited Partners shall have the right to vote on all of the matters explicitly set forth in this Agreement. Wherever this Agreement shall provide for the vote of the "Partners", such reference shall mean that a provision has been made for the vote of all of the partners whether General Partners or Limited Partners. (For the purpose of the preceding sentence, as with all other references in this Agreement, "Limited Partners" shall not include the Special Limited Partner.)

7.3 Enjoyment of Partnership. Subject to regulations promulgated, from time to time, by the General Partners and subject to the use of various of the buildings under lease or other arrangements agreed upon by the General Partners, the Limited Partners shall be entitled to reasonable use and access to the Partnership Property.

7.4 The Special Limited Partner. The Property is subject to an agricultural easement that Mr. Bridgman, Jr. sold to the State of Maryland to the use of the Maryland Agricultural Land Preservation Foundation of the Department of Agriculture, which easement is recorded among the land records for Anne Arundel County, Maryland at Liber 3515, folio 260. Under the terms of this easement, the original grantor of the easement reserves the right, subject to certain conditions, to convey building lots to his children. Mr. Bridgman, Jr. is the Special Limited Partner for the sole purpose of preserving the right for building lots to be conveyed to the Capital Contribution Partners and Beneficial Family Partners. Any such conveyance shall be in accord with the written instructions of the General Partners, and signed by at least four (4) of them and shall be under such conditions and subject to such restrictions as the Partners holding a majority of Partnership Interests shall determine in their sole discretion. Mr. Bridgman, Jr. shall, upon the request of the General Partners, and for no further consideration, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any deed or other instrument or instruments that is, or are, as the case may be, presented to him for this purpose by the General Partners provided that such deed or other instrument or instruments are presented to him accompanied with written instructions, signed by at least four (4) Partners. For the purpose of facilitating the conveyances

herein provided, Mr. Bridgman, Jr. hereby grants and confers a limited power of attorney unto Mr. Churchill Bridgman constituting him his lawful attorney in fact and agent for the purpose of executing any deed or other instrument deemed necessary by the General Partners to carry out this subparagraph or to effectuate the transfer of building lots to Mr. Bridgman, Jr.'s children in accordance with the instructions of the General Partners, and Mr. Bridgman, Jr. hereby directs that this limited power of attorney survive any subsequent disability that may befall him. Other than the duties and obligations set forth in this subsection 7.4, the Special Limited Partner has no rights to, or in, the Partnership or the Property of the Partnership. The Special Limited Partner shall have no rights to vote in Partnership matters, no rights to any distributive share of any Partnership item, no right to any distribution of the Partnership, and no right to transfer or otherwise alienate this Special Limited Partnership share. At his death, or upon the vote by Partners having a majority of Partnership Interests, this Special Limited Partnership share shall terminate and cease to exist, and Mr. Bridgman, Jr. shall cease to be a Partner in the Partnership, and the 1% Partnership Interest allocated to such Special Limited Partnership share shall be reallocated, pro-rata in accord with their Partnership Interests, to the other Partners as an addition limited partnership share for such Partners.

Section 8
TRANSFERS OF INTERESTS; WITHDRAWALS

8.1 Restrictions on Transfers. Except as expressly permitted or required by this Agreement, no Partner shall Transfer, sell, pledge, hypothecate, or make any other disposition of all or any portion of his Partnership interest or any rights therein without the unanimous consent of the Partners. Any Transfer or attempted Transfer by any Partner in violation of the preceding sentence shall be null and void and of no effect whatever. Each Partner hereby acknowledges the reasonableness of the restrictions on Transfer imposed by this Agreement in view of the Partnership purposes and the relationship of the Partners. Accordingly, the restrictions on Transfer contained herein shall be specifically enforceable. Each Partner hereby further agrees to hold the Partnership and each Partner (and each Partner's successors and assigns) wholly and completely harmless from any cost, liability, or damage (including, without limitation, liabilities for income taxes and costs of enforcing this indemnity) incurred by any of such indemnified Persons as a result of a Transfer or an attempted Transfer in violation of this Agreement.

8.2 Permitted Transfers.

(a) General. Subject to the conditions and restrictions set forth in this Section 8.2, a Partner shall have the right to

Transfer all or any portion of his interest in the partnership by means of a Permitted Transfer.

(b) Definition of Permitted Transfer; Permitted Transferees.

(i) A "Permitted Transfer" is any Transfer by a Partner of all or any portion of his interest in the Partnership to a Permitted Transferee, provided that such Transfer otherwise complies with the conditions and restrictions of this Section 8.2.

(ii) A "Permitted Transferee" of a Partner is any Person who is (1) a member of such Partner's family, (2) any other Partner, (3) a Personal Representative of such Partner, or (4) any Person approved as a Permitted Transferee by the unanimous consent of the Partners.

(iii) A Partner's "Family" includes only any Person who is a natural or adoptive lineal descendant, and trusts for such Partner's and/or his or her descendants' exclusive benefit.

(iv) A Partner's "Personal Representative" includes only any Person who succeeds to such Partner's estate as a result of such Partner's death, legal incompetence, or Event of Bankruptcy and any transferee of such Partner's interest from any such Person.

(c) Conditions to Permitted Transfers. A Transfer otherwise permitted under this Section 8.2 shall not be a Permitted Transfer and any attempted Transfer of a Partner's interest to a Permitted Transferee shall be null and void and of no effect whatever unless and until the following conditions are satisfied:

(i) Except in the case of a Permitted Transfer to a Partner's Personal Representative, the transferor and transferee shall execute such documents and instruments of conveyance and assumption as may be necessary or appropriate to effect such Transfer and to confirm the Permitted Transferee's assumption of all monetary obligations of the transferor Partner with respect to the interest being transferred and the transferor Partner's agreement to guarantee the prompt payment and performance of such assumed obligations.

(ii) In the case of Permitted Transfer to a Partner's Personal Representative, the Permitted Transferee shall deliver such assurances as may be necessary or appropriate in the opinion of counsel to the Partnership to confirm such Transfer and that such Partner (and/or his estate) remains liable to perform all monetary obligations with respect to such interest.

(d) Admission of Permitted Transferee as a Partner. Except in the case of a Permitted Transfer to a Partner's Personal Representative, a Permitted Transferee of an Interest in the

Partnership automatically shall be admitted as a Partner to the Partnership regardless of whether such Permitted Transferee received the Partnership Interest through a Personal Representative. A Permitted Transferee who is a Partner's Personal Representative shall be admitted as a Partner in the Partnership only upon the unanimous consent of the Partners. The rights of a Permitted Transferee who is not admitted as a Partner shall be limited to the right to receive allocations and distributions from the Partnership with respect to the interest transferred, as provided by this Agreement. The transferor of such interest shall not be a partner with respect to such interest, and, without limiting the foregoing, shall have no right to inspect the Partnership's books, act for or bind the Partnership, or otherwise interfere in its operations.

(e) Effect of Permitted Transfer on Partnership. The Partners intend that the Permitted Transfer of an interest in the Partnership shall not cause the dissolution of the Partnership under the Act; however, notwithstanding any such dissolution, the Partners shall continue to hold the Partnership's assets and operate its business in Partnership form under this Agreement as if no such dissolution had occurred.

8.3 Restriction on Partition. No Partner shall, either directly or indirectly, take any action to require partition or appraisal of the Partnership or of any of its assets or properties or cause the sale of any Partnership property, and notwithstanding any provisions of applicable law to the contrary, each Partner (and his legal representatives, successors, or assigns) hereby irrevocably waives any and all rights to maintain any action for partition or to compel any sale with respect to his Partnership interest, or with respect to any assets or properties of the Partnership, except as expressly provided in this Agreement.

8.4 Transfer of an Interest to Someone Not a Permitted Transferee. As to General Partners: The Partners hereby covenant and agree that the Partners have entered into this Agreement based on their mutual expectation that all General Partners will continue as General Partners and carry out the duties and obligations undertaken by them hereunder and that, except as otherwise expressly required or permitted hereby, no General Partner shall withdraw or retire from the Partnership, be entitled to demand or receive a return of such Partner's contributions or profits (or a bond or other security for the return of such contributions or profits), or exercise any power under the Act to dissolve the Partnership without the unanimous consent of the Partners. Therefore, other than a transfer to a Permitted Transferee, no General Partner shall have the right to withdraw as a General Partner or to sell or otherwise transfer his or her Partnership Interest, or any part thereof. In the event of a withdrawal or attempted sale or other transfer in contravention of this provision, such General Partner's general partnership share shall

automatically be converted into a Limited Partnership share, and any such attempted sale or other unauthorized transfer shall be null and void. Any General Partner, however, may elect to convert his or her Partnership Interest to a Limited Partnership Interest upon notice to the remaining General Partners and to the Limited Partners.

(a). As to Limited Partners. Other than a transfer to a Permitted Transferee, a Limited Partner shall not sell or otherwise transfer his or her Partnership Interest, or any part thereof, without first offering to sell such Partnership Interest to the other Partners under the terms and conditions provided herein. The Limited Partner wishing to sell or otherwise transfer his or her Partnership shall be referred to as the "Transferring Partner" for the purposes of this subsection.

(i) Prior to entering into any agreement with any person or other entity, other than with a Permitted Transferee, to sell or otherwise transfer his or her Partnership Interest, or any part thereof, the Transferring Partner shall give written notice to all Partners of his or her intention to sell or otherwise transfer his or her Partnership Interest (such notice is referred to herein as the "Notice of Intention to Sell"). Such notice shall be either hand delivered or sent certified mail, postage prepaid to each of the other Partners and the notice shall specifically refer to this section of this Agreement.

(ii) The other Partners shall have the exclusive right to purchase the Partnership Interest of the Transferring Partner provided they, or any one of them, notifies, in writing, the Transferring Partner of their, or his or her, as the case may be, intention of exercising the right to purchase such Partnership Interest (such notice is referred to herein as the "Notice of Exercise of Right to Purchase"). The Notice of Exercise of Right to Purchase shall be hand delivered or mailed certified mail to the Transferring Partner within sixty (60) days of receipt of the Notice of Intention to Sell.

(iii) One or more of the other Partners shall have the right to purchase the Partnership Interest that the Transferring Partner intends to sell or otherwise transfer. For the purposes of this subsection, "Purchasing Partner" shall refer to a Partner who gives Notice of Exercise of Right to Purchase. If more than one of the other Partners wish to purchase the Partnership Interest of the Transferring Partner, then each of the Purchasing Partners shall purchase that portion of the Transferring Partner's Partnership Interest as such Purchasing Partner's existing Partnership Interest bears to the other Purchasing Partners' existing Partnership Interests, unless the Purchasing Partners can agree to some other arrangement.

(iv) The purchase price that the Purchasing Partner(s)

shall pay to the Transferring Partner as full and complete consideration for the Partnership Interest of the Transferring Partner shall be the "Modified Capital Account" of the Transferring Partner. The Modified Capital Account means the Capital Account balance of the Transferring Partner as of the date of Settlement, with the following adjustment. If the Capital Account of the Transferring Partner, or any predecessor in the interest, was, after the establishment of the Initial Capital Accounts by this Agreement, adjusted to account for the fair market value of the Property due to the operation of Code § 708(b)(1)(B) and Treasury Regulations § 1.704(b)(2)(iv)(1) or for any other purpose, then such adjustment shall be subtracted from the Capital Account. At Settlement, the Transferring Partner, and his or her spouse, shall be removed as an obligator or guarantor of all of the Debt of the Partnership if such Transferring Partner, and/or spouse is such an obligator or guarantor and any adjustment due to this removal from the debt to the Capital Account of such Transferring Partner shall be made before calculating the Modified Capital Account.

(a) Special Adjustment to Purchase Price. If within five (5) years of settlement on the sale of a Partnership Interest by a Transferring Partner, the Partnership liquidates under the provisions of Section 10, then there shall be an additional purchase price due upon such liquidation in an amount equal to fifty percent (50%) of the difference between the pre-adjustment purchase price and the amount of the liquidating distribution to which such Transferring Partner would have been entitled if no transfer occurred.

(v) At the option of the Purchasing Partner(s), the purchase price may be paid to the Transferring Partner in equal monthly installments over ten (10) years, with eight percent (8%) simple interest. If the Purchasing Partner(s) elects this mode of payment, the Purchasing Partner(s) shall execute and deliver to the Transferring Partner an unsecured note for the balance of the purchase price not paid at Settlement.

(vi) Settlement shall be within sixty (60) days of the hand delivery or mailing of the Notice of Exercise of Right to Purchase at a location determined by the Purchasing Partner(s) within Anne Arundel County, Maryland. Time is not of the essence.

(vii) In the event that the settlement provided for in subparagraph (vi), above, does not take place, or having begun does not close due to a Purchasing Partner failing to complete settlement, then the Transferring Partner shall give written notice, by hand or by certified mail prepaid, of the failure of one or more Purchasing Partners to so fully settle, and any other Partner shall have thirty (30) days from that notice to purchase the Partnership Interest of the Transferring Partner on the same terms and conditions provided for hereinabove.

(viii) If the Transferring Partner has fully complied

with the hereinabove provisions and no Partner shall have exercised his, her, and/or their right to purchase the Transferring Partner's Partnership Interest, then and in that event the Transferring Partner shall have the right to sell any portion or all of his or her Partnership Interest to any person.

8.5 Consequences of Violation of Covenant. Notwithstanding anything to the contrary in the Act, if a Partner (an "Adverse Partner") attempts to (i) cause a partition in breach of Section 8.3 above or (ii) withdraw from the Partnership or sell a Partnership Interest in breach of Section 8.4 hereof, the Partnership shall continue and such Adverse Partner:

(a) shall immediately cease to be a General Partner, if such Adverse Partner is a General Partner at the time he or she causes a the act referred to above, and shall have no further power to act for or bind the Partnership; and

(b) the Partnership may apply any distributions otherwise payable with respect to such Interest to satisfy any claims it may have against the Adverse Partner;

8.6 Transfers to Someone Not a Permitted Transferee by Reason of the Death of a Partner. If by reason of the death of a Partner, such Partner's Partnership Interest is to go by the terms of the deceased Partner's Will or Trust, or by operation of law, to a Person that is not a Permitted Transferee, then the Personal Representative of the Estate of such deceased Partner shall not transfer such Partnership Interest to such Person that is not a Permitted Transferee but shall promptly notify all of the remaining and surviving Partners, in writing, that the decedent's Will or Trust contains a provision purporting to give or bequeath his or her Partnership Interest to someone not a Permitted Transferee, or that such Partnership Interest purportedly will go by operation of law to someone not a Permitted Transferee, as the case may be. Before the closing of the deceased Partner's Estate, or within eighteen (18) months of the death of the deceased Partner, whichever event first occurs, the Personal Representative shall elect either (i) to first offer to sell the deceased Partner's Partnership Interest to the other Partners in accordance with the provisions of Section 8.4 before transferring the deceased Partner's Partnership Interest to the Person not a Permitted Transferee, or (ii) arrange to transfer the deceased Partner's Partnership Interest to the deceased Partner's lineal descendants or other Permitted Transferees, in lieu of the prohibited bequest or intestacy distribution.

Section 9
ELECTIONS, APPROVALS, AND AMENDMENTS

9.1 Elections and Approvals. Except as otherwise set forth in this Agreement, any election or any matter that is subject to

approval by the Partners shall require the election or approval of Partners then holding a majority of the Percentage Interests.

9.2 Amendments. This Agreement may be amended from time to time by a written agreement executed by Partners then holding all of the Percentage Interests, provided, however, that any amendment to this Section 9 shall require the written agreement of all Partners.

Section 10
DISSOLUTION AND WINDING UP

10.1 Liquidating Events. The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following ("Liquidating Events"):

- (a) December 31, 2050;
- (b) The sale of all or substantially all of the Property;
- (c) The vote by Partners holding 100% of the Percentage Interests to dissolve, wind up, and liquidate the Partnership;
- (d) The happening of any other event that makes it unlawful or impossible to carry on the business of the Partnership; or
- (e) Any event which causes there to be only one Partner.

The Partners hereby agree that, notwithstanding any provision of the Act, the Partnership shall not dissolve prior to the occurrence of a Liquidating Event. If it is determined, by a court of competent jurisdiction, that the Partnership has dissolved prior to the occurrence of a Liquidating Event, the Partners hereby agree to continue the business of the Partnership without a winding up or liquidation.

10.2 Winding Up. Upon the occurrence of a Liquidating Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Partners. No Partner shall take any action that is inconsistent with, or not necessary to or appropriate for, winding up the Partnership's business and affairs. The General Partners shall be responsible for overseeing the winding up and liquidation of the Partnership and shall take full account of the Partnership's liabilities and Property, and the Property shall be liquidated as promptly as is consistent with obtaining the fair value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the

Partnership's debts and liabilities to creditors other than Partners;

(b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to Partners;

(c) Third, to the Partners in amounts equal to the balance of each Partner's Capital Account;

(d) The balance to the Partners in accord with their Partnership Interest Percentages.

The General Partners shall not receive any additional compensation for any services performed pursuant to this Section 10.

10.3 Compliance With Certain Requirements of Regulations. In the event that Partnership is "liquidated" within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), (a) distributions shall be made pursuant to this Section 10 to the Partners who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2), and (b) if any Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions, and allocations for all taxable years, including the year during which such liquidation occurs), such Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3). In the discretion of the General Partners, a pro rata portion of the distributions that would otherwise be made to the Partners pursuant to Section 10.2(c) hereof may be:

(a) distributed to a trust established for the benefit of the Partners for the purposes of liquidating Partnership assets, collecting amounts owed to the Partnership, and paying any contingent or unforeseen liabilities or obligations of the Partnership or of the Partners arising out of or in connection with the Partnership. The assets of any such trust shall be distributed to the Partners from time to time, in the reasonable discretion of the General Partners, in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the Partners pursuant to this Agreement; or

(b) withheld to provide a reasonable reserve of Partnership liabilities (contingent or otherwise) and to reflect the unrealized portion of any installment obligations owed to the Partnership, provided that such withheld amounts shall be distributed to the Partners as soon as practicable.

10.4 Deemed Distribution and Recontribution. Notwithstanding any other provisions of this Section 10, in the event the Partnership is liquidated within the meaning of Regulations Section 1.704-1(b)(2)(ii)(g) but no Liquidating Event has occurred, the

Property shall not be liquidated, the Partnership's liabilities shall not be paid or discharged, and the Partnership's affairs shall not be wound up. Instead, the Partnership shall be deemed to have distributed the Property in kind to the Partners, who shall be deemed to have assumed and taken subject to all Partnership liabilities, all in accordance with their respective Capital Accounts. Immediately thereafter, the Partners shall be deemed to have recontributed the Property in kind to the Partnership, which shall be deemed to have assumed and taken subject to all such liabilities.

10.5 Rights of Partners. Except as otherwise provided in this Agreement, each Partner shall look solely to the assets of the Partnership for the return of his Capital Contributions and shall have no right or power to demand or receive property other than cash from the Partnership. No Partner shall have priority over any other Partner as to the return of his Capital Contributions, distributions, or allocations unless otherwise provided in this Agreement.

10.6 Notice of Dissolution. In the event a Liquidating Event occurs or an event occurs that would, but for provisions of Section 10.1 hereof, result in a dissolution of the Partnership, the General Partners shall, within thirty (30) days thereafter, (a) provide written notice thereof to each of the Partners and to all other parties with whom the Partnership regularly conducts business (as determined in the discretion of the General Partners), and (b) publish notice of such dissolution in a newspaper of general circulation in each place in which the Partnership regularly conducts business (as determined in the discretion of the General Partners).

Section 11 MISCELLANEOUS

11.1 Notices. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) if delivered personally to the Partner or to an officer of the Partner to whom the same is directed or (ii) whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, addressed as follows: if to the Partnership, to the Partnership at the address set forth in Section ___ hereof, or to such other address as the Partnership may from time to time specify by notice to the Partners; if the Partner, to such Partner at the address set forth as follows:

Mr. Evy Bridgman, III, 7387 Stream Way, Springfield, VA 22152

Mrs. Franke, 1135 Cumberstone Rd., Harwood, MD 20776

Mr. Churchill Bridgman, 883 Cumberstone Rd., Harwood, MD 20776

Dr. Sally Bridgman, 883 Cumberstone Rd., Harwood, MD 20776

Mrs. Bush, Box 34A1, Hurlock, MD 21643

Mr. Peter Bridgman, 1039 St. Paul's St., Baltimore, MD 21202

or to such other address as such Partner may from time to time specify by notice to the Partnership. Any such notice shall be deemed to be delivered, given, and received as of the date so delivered, if delivered personally, or as of the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

11.2 Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors, transferees, and assigns.

11.3 Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner.

11.4 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

11.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not effect the validity or legality of the remainder of this Agreement.

11.6 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.

11.7 Further Action. Each Partner agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

11.8 Variation of Pronouns. all pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons may require.

11.9 Governing Law. The laws of the State of Maryland shall govern the validity of this Agreement, the construction of its

terms, and the interpretation of the rights and duties of the Partners.

11.10 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Partners had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11.11 Loans. Any Partner may, with the approval of the Partners, lend or advance money to the Partnership. If any Partner shall make any loan or loans to the Partnership or advance money on its behalf, the amount of any such loan or advance shall not be treated as a contribution to the capital of the Partnership but shall be a debt due from the Partnership. The amount of any such loan or advance by a lending Partner shall be repayable out of the Partnership's cash and shall bear interest at the rate agreed between the Partnership and the lending Partner. None of the Partners shall be obligated to make any loan or advance to the Partnership.

IN WITNESS WHEREOF, the parties have entered into this Agreement of Partnership as of the day first above set forth.

General Partners

Elizabeth B. Bush (SEAL)
ELIZABETH B. BUSH

Churchill M. Bridgman (SEAL)
CHURCHILL M. BRIDGMAN

Anne B. Franke (SEAL)
ANNE B. FRANKE

Sally M. Bridgman (SEAL)
SALLY M. BRIDGMAN

Eveleth W. Bridgman, III (SEAL)
EVELETH W. BRIDGMAN, III

Peter S. Bridgman (SEAL)
PETER S. BRIDGMAN

Limited Partners

Elizabeth B. Bush (SEAL)
ELIZABETH B. BUSH

Churchill M. Bridgman (SEAL)
CHURCHILL M. BRIDGMAN

Anne B. Franke (SEAL)
ANNE B. FRANKE

Sally M. Bridgman (SEAL)
SALLY M. BRIDGMAN

Eveleth W. Bridgman, III (SEAL)
EVELETH W. BRIDGMAN, III

Peter S. Bridgman (SEAL)
PETER S. BRIDGMAN

Special Limited Partner

Eveleth W. Bridgman (SEAL)
EVELETH W. BRIDGMAN, JR.

Withdrawing General Partners

Elaine S. Bridgman (SEAL)
ELAINE S. BRIDGMAN

Eveleth W. Bridgman (SEAL)
EVELETH W. BRIDGMAN, JR.

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

On this 15th day of June, 1991, before me, the undersigned officer, appeared ELIZABETH B. BUSH, known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that she executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires:

Jan. 1, 1995

Alma N. Strong
Notary Public

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

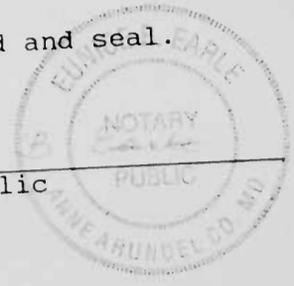
On this 17th day of June, 1991, before me, the undersigned officer, appeared ANNE B. FRANKE, known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that she executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires:

8/1/92

Carole B. [Signature]
Notary Public



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

On this 15th day of June, 1991, before me, the undersigned officer, appeared EVELETH W. BRIDGMAN, III, known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that he executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires:

Jan. 1, 1995

Alma H. Strong
Notary Public

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

On this 17th day of June, 1991, before me, the undersigned officer, appeared CHURCHILL M. BRIDGMAN, known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that he executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires:

7/1/92

Eunice B. Farley
Notary Public



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

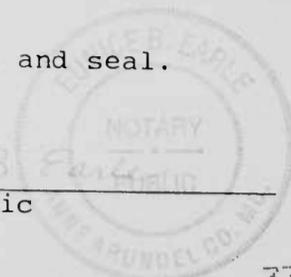
On this 17th day of June, 1991, before me, the undersigned officer, appeared SALLY M. BRIDGMAN, known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that she executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires:

7/1/92

Eunice B. Farley
Notary Public



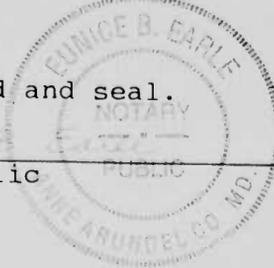
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

On this 17th day of June, 1991, before me, the undersigned officer, appeared PETER S. BRIDGMAN, known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that he executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires: 8/1/92

Quince B. Earle
Notary Public



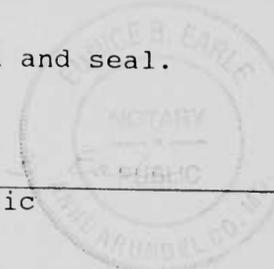
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

On this 17th day of June, 1991, before me, the undersigned officer, appeared ELAINE S. BRIDGMAN, known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that she executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires: 8/1/92

Quince B. Earle
Notary Public



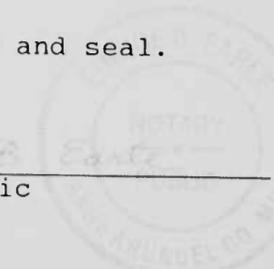
STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, TO WIT:

On this 17th day of June, 1991, before me, the undersigned officer, appeared EVELETH W. BRIDGMAN, JR., known to me (or satisfactorily proven), to be the person whose name is subscribed to within this document and acknowledged that he executed the same for purposes therein contained.

In witness whereof I hereunto set my hand and seal.

My Commission Expires: 8/1/92

Quince B. Earle
Notary Public



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK - - 14 PAGE 109

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
192255800 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	MAIL TO ADDRESS: _____
NA	_____	Foreign Corp. Registration	<u>MS, EUNICE B. EARLE</u>
87	_____	Limited Part. Good Standing	<u>HOMEOWNERS TITLE</u>
71	_____	Financial	<u>1923 WEST ST.</u>
600	_____	Property Reports and late filing penalties	<u>ANDAPONS, MD 21401</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	

TOTAL FEES 50

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

3342 1743

CERTIFICATE OF AMENDMENT
OF
CEDAR PARK FARM LIMITED PARTNERSHIP

BOOK -- 14 PAGE 110

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JUNE 21, 1991 AT 8:16 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2255800

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.

RETURN TO:
MS. EVNICE B. EARLE
1923 WEST ST.
ANNAPOLIS

MD 21401

003C3050260

A 361861



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.
3342 1712

CERTIFICATE OF AMENDMENT

THIS CERTIFICATE OF AMENDMENT is made this 15 day of March, 1991, by and among the undersigned parties.

WITNESSETH

The undersigned, being the sole general partner of Lake Montauk Limited Partnership, and pursuant to Article XIII of the Amended and Restated Limited Partnership Agreement dated July 27, 1988, hereby certifies that:

- A. "Certificate" - This Certificate of Amendment.
- B. "Partnership" - This Limited Partnership.

1. Partnership name. The name of the Partnership is "Lake Montauk Limited Partnership."

2. Amendment to Certificate. The Amended and Restated Limited Partnership Agreement dated July 27, 1988, between Tidal Properties, Inc., as General Partner, and Michael Berman, Designated General Partner acting on behalf of and as attorney-in-fact for each of the limited partners, is amended as follows:

2.1 The designation of J. Lambeth & Company, Inc. Defined Benefit Pension Plan is hereby deleted and the following inserted in lieu thereof:

<u>Name and Address</u>	<u>Percentage of Partnership Interest</u>
James E. Lambeth 1301 York Road, Suite 206 Lutherville, Maryland 21093	3.06%

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

7-31-91 at 8:59am.

1991 OCT -3 AM 11:39

COMMUNITY DEVELOPMENT

LAW OFFICES
ROSOLIO AND SILVERMAN, P.A.

50

12128204

1991 JUL 31 A 8:59

3349 0867

IN WITNESS WHEREOF, this Certificate of Amendment has been signed this 15 day of March, 1991.

GENERAL PARTNER:

TIDAL PROPERTIES, INC.

By: *Michael A. Berman*
Michael A. Berman, M.D., President

LIMITED PARTNERS:

Michael A. Berman
MICHAEL A. BERMAN, M.D., DESIGNATED
GENERAL PARTNER AS ATTORNEY-IN-
FACT FOR ALL LIMITED PARTNERS

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK - - 14 PAGE 113

DOCUMENT CODE 207.9 BUSINESS CODE _____ COUNTY 52

M2467629 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	<u>Charles E. Rosolio</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Rosolio and Silverman, P.A.</u>
71	_____	Financial	<u>Suite 220, Nottingham Center</u>
600	_____	Property Reports and _____ Personal late filing penalties	<u>502 Washington Avenue</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Towson, Md. 21204</u>
91	_____	Amend/Cancellation, For. Limited Part.	
_____	_____	Other _____	
_____	_____	Other _____	

TOTAL FEES \$ 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: AWB

3749 0869

CERTIFICATE OF AMENDMENT
OF
LAKE MONTAUK LIMITED PARTNERSHIP

BOOK -- 14 PAGE 114

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JULY 31, 1991 AT 8:59 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

S _____

S 50.00

S _____

M2467629

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.

RETURN TO:
ROSOLIO AND SILVERMAN, P.A.
CHARLES E. ROSOLIO
STE. 220, NOTTINGHAM CENTRE
502 WASHINGTON AVENUE
TOWSON MD 21204

024C3050080

A 364304



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

3349 0866

HI-TECH VENTURE LIMITED PARTNERSHIP

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

THIS IS TO CERTIFY that the undersigned does hereby amend and restate the Certificate of Limited Partnership of Hi-Tech Venture Limited Partnership, a Maryland limited partnership (the "Partnership") pursuant to the Maryland Revised Uniform Limited Partnership Act ("RULPA") this 30th day of July 1991, as follows:

1. Name. The name of the Partnership is HI-TECH VENTURE LIMITED PARTNERSHIP.

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in the State of Maryland is 889 Airport Park Road, Suite F, Glen Burnie, Maryland 21061. The name and address of the resident agent of the Partnership in the State of Maryland are Kent and York, Incorporated, 889 Airport Park Road, Suite F, Glen Burnie, Maryland 21061.

Name and Address of General Partners: The name and address of the two general partners are as follows:

Kent and York, Incorporated
889 Airport Park Road
Suite F
Glen Burnie, Maryland 21061

Parkway Industrial Center Limited Partnership
889 Airport Park Road
Suite F
Glen Burnie, Maryland 21061

4. Dissolution of Partnership. The latest date upon which the Partnership is to dissolve is December 31, 2035.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate the day and year first above written.

GENERAL PARTNERS

WITNESS/ATTEST:

KENT AND YORK, INCORPORATED

Leslie Legum

By: Leslie Legum
Leslie Legum, President

[SIGNATURES CONTINUED]

1991 OCT -3 AM 11:39

RECEIVED
STATE DEPARTMENT OF MARCHMENTS
AND TELEVISION
AUG 12 1991
FILED FOR RECORD
CLERK OF DISTRICT COURT
BALTIMORE COUNTY

(50)

12145398

[SIGNATURES CONTINUED]

PARKWAY INDUSTRIAL CENTER LIMITED
PARTNERSHIP

Leslie Legum

By: Leslie Legum
Leslie Legum, General Partner

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK - - 11 PAGE 117

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52

M2228476 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name) _____
10	<u>39</u>	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	_____	Certified Copy _____	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	<u>6</u>	Limited Part. Good Standing	_____
71	_____	Financial _____ Personal _____	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

- _____ Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change _____

Code 065
ATTENTION: Gail Williams

MAIL TO ADDRESS: _____

TOTAL FEES 95
 Check _____ Cash

Documents on _____ checks

APPROVED BY: [Signature]

2750 0448

CERTIFICATE OF AMENDMENT
OF
HI-TECH VENTURE LIMITED PARTNERSHIP

BOOK -- 14 PAGE 118

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 1, 1991 AT 2:12 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M2228476

TO THE CLERK OF THE COURT OF

ANNE ARUNDEL COUNTY

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

RETURN TO:
WEINBERG & GREEN
GAIL WILLIAMS
100 SOUTH CHARLES STREET
BALTIMORE MD 21201

026C3050314

A 364489



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

3350 0445

gs Rts

TILBURY LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

5-19-91

2179

RECEIVED
STATE DEPT. OF
ASSESSMENTS & TAXATION
AUG 19 12 09
91

TILBURY LIMITED PARTNERSHIP, a Maryland limited partnership having its principal office in Hanover, Maryland (the "Partnership") certifies:

1. Name. The name of the Partnership is TILBURY LIMITED PARTNERSHIP."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is c/o Maryland Management Company, 2613 Cabover Drive, Hanover, Maryland 21706. The name and address of the resident agent of the Partnership are James A. Clauson, c/o Maryland Management Company, 2613 Cabover Drive, Hanover, Maryland 21076.

3. General Partner. The name and the business address of the General Partner of the Partnership are as follows:

Cherry Hill-Southwood, Inc.
c/o Maryland Management Company
2613 Cabover Drive
Hanover, Maryland 21076

4. Partnership Affairs. The affairs of the Partnership shall be governed by the Limited Partnership Agreement which may be amended from time to time as provided therein.

5. Dissolution. The latest date upon which the Partnership is to dissolve is July 30, 2051.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate of Limited Partnership on this ___ day of August, 1991.

WITNESS:

GENERAL PARTNER:

CHERRY HILL-SOUTHWOOD, INC.

Margaret Steven Jack

By: James A. Clauson, President

102jc658.txt
43331.025:02

50

12338326

12338325

5253 2406

1991 OCT -3 AM 11:39
RECEIVED
STATE DEPT. OF
ASSESSMENTS & TAXATION

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 120

DOCUMENT CODE 05P BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>30</u>	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	_____	_____ Certified Copy	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	<u>50</u>	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

Code 055
ATTENTION: MS Jach

MAIL TO ADDRESS: _____

TOTAL FEES 80
 Check _____ Cash

2 Documents on 2 checks

APPROVED BY: [Signature]

NOTE: newly stock file schedule

3252 2407

CERTIFICATE OF LIMITED PARTNERSHIP
OF
TILBURY LIMITED PARTNERSHIP

BOOK --14 PAGE 121

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 19, 1991 AT 12:19 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

S _____

RECORDING
FEE PAID:

S 50.00

SPECIAL
FEE PAID:

S _____

M3272945

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.

RETURN TO:
SHAPIRO & GLANDER
ATTN: M. S. JACHS
36 S. CHARLES STR
2000 CHARLES CENTER SOUTH
BALTIMORE MD 21201

038C3051883

A 365719



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

3353 2405

AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

OFFUTT INVESTMENTS LIMITED PARTNERSHIP 2

We, the undersigned parties, constituting all of the General and Limited Partners of Offutt Investments Limited Partnership 2 hereby certify that:

FIRST : The Certificate of Limited Partnership is hereby amended in accordance with §10-202(b)(1) of the Corporations and Associations Article of the Annotated Code of Maryland to correct Schedule A2 attached to the Certificate in order to reflect various gifts of partnership interests made by assignment among the partners as provided under paragraph Fifth of the Certificate of Limited Partnership.

IN WITNESS WHEREOF, we have signed this Amended Certificate of Limited Partnership this 17th day of February, 1991.

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
APPROVED FOR RECORD

8-2-91 at 2:06pm.

We do solemnly declare and affirm under the penalties of perjury that the matters and facts contained in the foregoing Amended Certificate of Limited Partnership are true to the best of our knowledge, information and belief.

M. Willson Offutt, III
M. WILLSON OFFUTT, III

Katharyn W. Offutt
KATHARYN W. OFFUTT

GENERAL PARTNERS

M. Willson Offutt, III
M. WILLSON OFFUTT, III

Katharyn W. Offutt
KATHARYN W. OFFUTT

Anne Ridgely Hartz by M. Willson Offutt Power of attorney
ANNE RIDGELY HARTZ

M. Willson Offutt, IV
M. WILLSON OFFUTT, IV

1991 OCT - 3 AM 11:39
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

RECEIVED
AUG 2 PM 2 06
STATE DEPT. OF
ASSESSMENTS & TAXATION

(50)

12178067

3350 1388

M. Willson

M. WILLSON OFFUTT, IV, for Leigh E.
Offutt under the UTMA

M. Willson

M. WILLSON OFFUTT, IV, for M. Willson
Offutt, V under the UTMA

LIMITED PARTNERS

SCHEDULE A
 OFFUTT INVESTMENTS LIMITED PARTNERSHIP 2
 February 4, 1991
 Capitalization

General Partners	Real Prop. Agreed Upon Value	Cash	%
M. Willson Offutt, III	\$ 16,397.00		1.0%
Katharyn W. Offutt	16,397.00		1.0%
Limited Partners			
M. Willson Offutt, III	\$627,233.00		38.2529%
Katharyn W. Offutt	553,242.00		33.7404%
Anne Ridgely Offutt Hartz	123,352.00		7.5228%
M. Willson Offutt, IV	168,535.00	\$1.00	10.2785%
M. Willson Offutt, IV for Leigh E. Offutt UTMA	67,272.00	1.00	4.1027%
M. Willson Offutt, IV for M. Willson Offutt, V	<u>67,272.00</u>	<u>1.00</u>	<u>4.1027%</u>
	\$1,639,700.00	\$3.00	100.0000%

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 125

DOCUMENT CODE 203.9 BUSINESS CODE _____ COUNTY 52
M2698967 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>9</u>	<u>1</u> Certified Copy <u>3</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>162</u>
80	_____	For. Limited Partnership	ATTENTION: <u>Helena</u>
83	_____	Cert. Limited Partnership	
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	MAIL TO ADDRESS: _____
NA	_____	Foreign Corp. Registration	
87	_____	Limited Part. Good Standing	
71	_____	Financial _____ Personal	
600	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES # 5900

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: sub

2350 1391

CERTIFICATE OF AMENDMENT
OF
OFFUTT INVESTMENTS LIMITED PARTNERSHIP 2

BOOK --14 PAGE 128

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 2, 1991 AT 2:06 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

S _____

S 50.00

S _____

M2698967

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.

RETURN TO:
HYLIND INFO QUEST
HELEN
307 DOLPHIN ST.
BALTIMORE

MD 21217

02703050509

A 364662



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3350 1287

pe

5-29-91 8:47a
AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

The undersigned, Townhouse Building Company, General Partner, hereby amends the Certificate of Limited Partnership of Fairway Limited Partnership ("Partnership") previously filed with the Circuit Court for Anne Arundel County but never filed with the State Department of Assessments and Taxation of Maryland to bring the Partnership into compliance with the Maryland Revised Uniform Limited Partnership Act and hereby certify as follows:

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1991 OCT -3 AM 11:39

1. The principal office of the Partnership is 150 Cottage Grove Drive, Pasadena, Maryland 21122, and the name and address of the Resident Agent of the Partnership is Hugh H. Gambrill, 150 Cottage Grove Drive, Pasadena, Maryland 21122.

2. The name and address of the General Partner is Townhouse Building Company, 150 Cottage Grove Drive, Pasadena, Maryland 21122.

3. The name and address of the limited partner of the Partnership is Hugh H. Gambrill, 150 Cottage Grove Drive, Pasadena, Maryland 21122.

IN WITNESS WHEREOF FAIRWAY LIMITED PARTNERSHIP, by its General Partner has duly executed this Amendment to Certificate of Limited Partnership of Fairway Limited

[Handwritten signature]

12128198

Partnership this 26th day of July, 1991.

TOWNHOUSE BUILDING COMPANY

BY: [Signature] (SEAL)
RICHARD N. GAMBRILL

BY: [Signature] (SEAL)
RUDOLPH E. TIGHE, JR.
Last Directors and Trustees
in Dissolution

STATE OF MARYLAND
COUNTY OF Baltimore to wit:

That on this 26th day of July, 1991,
before me, the subscriber, a Notary Public of the State and
County aforesaid, personally appeared Richard N. Gambrill and
Rudolph E. Tighe, Jr., and being to me known as the persons who
executed the foregoing Amendment to Certificate of Limited
Partnership, having been by me first duly sworn, acknowledged
that they had executed such Amendment to Certificate of Limited
Partnership, that it is the act of the Partnership and its
General Partner and that they know the contents thereof which
are true and correct.

AS WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My commission expires:

May 6, 1995

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK - - 14 PAGE 129

MEMO

FROM: JOSEPH V. STEWART, CHARTER SPECIALIST

DATE: JULY 17, 1991

Fix records and reaccept voided Certificate of Cancellation for Fairway Limited Partnership dated May 29, 1991 which was mistakenly filed without the required initial state filing of a Certificate of Limited Partnership by an old Limited Partnership previously recorded in Anne Arundel County - after first accepting the initial filing and fee and waiving the penalty and backdating acceptance of the initial state certificate for the Anne Arundel County Limited Partnership to be accepted a minute before the reaccepted certificate of cancellation.

On September 10, 1986, a Certificate of Limited Partnership for Fairway Limited Partnership was filed with the department and amended on February 2, 1987 and July 1, 1987. Firetti Builders, Inc., Firetti Homes, Inc., Financial Associates of Maryland and Joseph A. Firetti were named as general and limited partners and the certificates were forwarded to Howard County for recording.

On May 29, 1991, Richard N. Gambrill and Rudolph E. Tigne, Jr. filed a Certificate of Cancellation for a Fairway Limited Partnership which represented that they were directors and trustees in dissolution of Townhouse Building Company, general partner of Fairway Limited Partnership and reciting that this partnership had made previous SDAT filings on September 10, 1986, February 23, 1987, and July 1, 1987. The filers of this cancellation did not, in fact, represent the partners of the Fairway Limited Partnership on file with SDAT, but were mistakenly attempting to dissolve an old Anne Arundel County recorded partnership which never made a state filing in conformity with the revised uniform limited partnership act.

On July 17, 1991 a certificate of cancellation for the Fairway Limited Partnership executed by Joseph A. Firetti on behalf of general partners Firetti Homes, Inc. and Firetti Builders, Inc. was presented for filing at which time it came to the attention of SDAT that the previously accepted Certificate of Cancellation was erroneously filed and accepted.

TELEPHONE 225-1350
TTY FOR DEAF BALTIMORE AREA 383-7555 • D.C. METRO AREA 565-0451
FAX (301) 333-7096

3350 1074

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 130

Now the records will show two Fairway Limited Partnerships, one with a Howard County principal office cancelled May 17, 1991 and one with an Anne Arundel County principal office cancelled May 29, 1991.

TELEPHONE 225-1350
TTY FOR DEAF BALTIMORE AREA 383-7555 • D.C. METRO AREA 565-0451
FAX (301) 333-7096

3350 1075

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 131

DOCUMENT CODE 058 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2p</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Jacob Davis</u>
71	_____	Financial	<u>PO Box 849</u>
600	_____	Property Reports and late filing penalties	<u>Men Burnie Md</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>21060-2849</u>
91	_____	Amend/Cancellation, For. Limited Part.	
_____	_____	Other	
_____	_____	Other	

TOTAL FEES 58
 Check Cash
 _____ Documents on _____ checks

APPROVED BY: [Signature]

NOTE: assign M#
film memo
All memo of explanation
attached by klpst
waive penalty jls
existing lp making initial fil

CERTIFICATE OF LIMITED PARTNERSHIP
OF
FAIRWAY LIMITED PARTNERSHIP

BOOK -- 14 PAGE 132

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND May 29, 1991 AT 8:47 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED. (PRIOR TO 7-1-82)

ORGANIZATION AND
CAPITALIZATION FEE PAID:

S _____

RECORDING
FEE PAID:

S 50.00

SPECIAL
FEE PAID:

S _____

M3264876

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.

RETURN TO:
JACOB DAVIS
P.O. BOX 849
GLEN BURNIE

MD 21060 2849

027C3050453

A 364610



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

3350 1071

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

9-16-91 at 12:07 p.m.

BOOK -- 14 PAGE 133

Certificate of Formation of Limited Partnership
Under the Maryland Uniform Limited Partnership Act

THIS LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE, made and entered into this 13th day of August, in the year nineteen hundred and ninety-one, by and between the undersigned "General Partner" and the "Limited Partners", all of whom desire to associate themselves together in a Limited Partnership pursuant to the provisions of the Corporations and Associations Article, Title 10, Annotated Code of Maryland, known as the "Maryland Uniform Limited Partnership Act".

NOW, THEREFORE, that in consideration of the mutual promise herein contained and for other valuable considerations, the parties hereto agree as follows:

1. LIMITED PARTNERSHIP. The parties hereto associate themselves together in a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Maryland, and under the terms and conditions set forth herein.

2. NAME OF PARTNERSHIP. The name of the partnership (herein sometimes referred to as "Partnership" or "Limited Partnership") shall be: BYWATER INVESTMENT LIMITED PARTNERSHIP.

3. PURPOSE. The purpose of the Partnership is to form an investment group which will buy, hold, and sell investments which consist of securities which are traded on the various exchanges in the United States and in foreign countries.

4. PRINCIPAL OFFICE AND RESIDENT AGENT. The location of the principal place of business of the Partnership shall be 405 Kings College Dr., Arnold, Md. 21012, and its resident agent shall be Donald O. Harrison, Jr., of the same address.

5. GENERAL PARTNERS AND LIMITED PARTNERS.

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

1991 SEP 16 P 12:07

1259866 3359 2600

1991 OCT 31 PM 4:08

Donald O. Harrison, Jr.
405 Kings College Dr., Arnold, MD 21012

b. The names of the limited partners and monetary contribution of each in the partnership are set forth on Schedule A attached hereto and expressly incorporated herein.

6. TERM. The Partnership shall begin at the time of filing of this Certificate in accordance with law and shall continue until 1/1/2022; provided, however, that the Partnership may be terminated at an earlier time in the event of a voluntary agreement of all partners to terminate same or upon determination by the General Partner. Any such termination shall be evidenced by a certificate stating both the cause and the effective date thereof, and such certificate shall be recorded consistently with the recording hereof.

7. CAPITAL. The Limited Partners have contributed a minimum of two hundred thousand (\$203,000). An additional two hundred and ninety-seven thousand dollars (\$297,000) may be contributed to bring maximum partnership capital to five hundred thousand dollars (\$500,000). (Schedule A) No additional contributions shall be required.

8. PROFITS AND LOSSES. The net profits of the Partnership shall be divided in the proportion of the monetary contribution in the Partnership as set forth in Schedule A.

9. POWERS AND DUTIES OF THE GENERAL PARTNER.

a. Management of Partnership. The administrative matters of the Partnership shall be managed by the General Partner, who shall exercise full control over the affairs of the Partnership. The General Partner shall manage the affairs of the Partnership in a prudent and businesslike manner and shall devote such part of his time to the affairs of the Partnership as is reasonably necessary. The day-to-day management of the investments held in the Partnership shall be done by Donald O. Harrison Jr.

b. Power and Duties of the General Partner. The General Partner shall:

(1) Deposit all funds of the Partnership in one or more separate brokerage accounts as the General Partner may

designate (withdrawals from such accounts to be made upon

such signature as the General Partner may designate).

(2) Maintain complete and accurate records of all transactions entered into by the Partnership.

(3) Select (and determine the fee arrangements with accountants, brokers, attorneys, the investment advisor and other professionals who may be employed by the Partnership.

(4) Cause to be filed such certificates or amendments thereto and do such other acts as may be required by law to qualify and maintain the Partnership as a limited partnership.

(5) The General Partner's compensation shall be derived from the commissions generated from the purchase and sale of securities within the partnership. He shall also be entitled to reasonable reimbursement for any out of pocket expenses incurred by him on behalf of the Partnership.

(6) The General Partner shall not take any action with respect to the assets or property of the Partnership which does not primarily benefit the Partnership.

10. INCOME ACCOUNT, PROFITS AND LOSSES.

a. Individual income accounts shall be maintained for each Partner in which the net profits or losses, in the proportionate amount of each Partners, shall be credited or debited, as the case may be. The net profits or net losses of the Partnership shall be determined in accordance with generally accepted accounting principles as soon as possible after the close of each calendar year. Each Partner's share of the net profits or losses shall be credited or charged to his or her respective capital or income account as provided for in the immediately following subsections.

b. Net profits of the Partnership shall be allocable to the Partners pro rata in proportion to their monetary contribution.

c. Net losses of the partnership shall be chargeable to the Partners pro rata in proportion to their monetary contribution.

d. The liability of any of the Limited Partners for the losses of the Partnership shall in no event exceed that aggregate amount of his/her contribution to the capital of the

Partnership, plus any accrued but undistributed amounts in the Partner's Income Account.

e. The net profits of the Partnership shall be distributed to the Partners or credited to their respective capital or income accounts in whatever amounts as the General Partner shall determine. All distributions to the Partners shall be made simultaneously and in accordance with the pro rata monetary contribution of each Partner.

11. LEGAL TITLE TO THE PROPERTY. To the extent deemed feasible by the General Partner the title to all property owned by the Partnership shall be in the name of the Partnership.

12. BOOKS OF ACCOUNT. There shall be kept at the principal office of the Partnership, just and true books of account in which shall be entered fully and accurately each and every transaction of the Partnership. Each Partner shall at all reasonable times have access thereto. A complete financial report shall be made at the end of each calendar year and each Partner shall be entitled to a copy.

13. RETURN OF CONTRIBUTION AND TRANSFER OR ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST. No Limited Partner shall have the right to demand return of contribution, if any, in whole or in part, prior to termination. A Limited Partner's interest in the Partnership cannot be transferred or assigned.

14. WITHDRAWAL OF LIMITED PARTNER.

a. A Limited Partner may withdraw from the Partnership by giving the General Partner written notice of his/her intent to withdraw at least ten (10) business days in advance of the month end valuation date of the Partnership's assets.

b. A withdrawing Limited Partner shall be entitled to receive the amount in his/her income account on the valuation date, less a two (2) percent processing fee to cover any expenses incurred as a result of the withdrawal.

c. Whenever a Limited Partner withdraws, the fractional ownership of each remaining Partner, General and Limited, shall be increased pro rata.

15. WITHDRAWAL OF GENERAL PARTNER. The withdrawal of the General Partner from the Limited Partnership for any reason shall not terminate the Partnership if the Limited Part-

ners agree to continue same, provided that a new General Partner or Partners shall be elected and an amendment shall be properly executed and filed.

16. PRIORITY. No Limited Partner shall have priority over any other Limited Partner as to contributions or as to compensation by way of income. No Limited Partner shall have the right to demand or receive property other than cash in return for his/her contribution, if any.

17. BINDING EFFECT. This agreement shall be binding on the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. LAW. It is the intent of the parties hereto that all questions with regard to the construction of the Agreement of Limited Partnership and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Maryland and the provisions of the Maryland Uniform Limited Partnership Act.

19. MODIFICATION TO BE IN WRITING. This agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing and be in accordance with this agreement.

20. SEVERABILITY. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provisions 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 provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring them within the requirements of the law. In the event that any part, section, paragraph or clause of this Agreement shall be held indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, The General Partner has hereunder set his hand and seal the day and year first above written.

WITNESS *Dawn Chuone* *Donald O. Harrison, Jr.* (SEAL)
Donald O. Harrison, Jr.

7359 2604

General Partner

STATE OF MARYLAND,

COUNTY OF *Anne Arundel*

I HEREBY CERTIFY, that on this 13 day of August, 1991, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Donald O. Harrison, Jr. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within and foregoing Certificate of Limited Partnership, and that he executed the same for the purposes therein contained.

AS WITNESS my hand and Official Seal

David C. Luore
my comm exp 5-1-94

Schedule A

Kenneth & Patricia High	\$20,000
William & Paula Hendricks	\$ 5,000
Franklyn Greene	\$ 5,000
Ann T. Albrecht	\$ 5,000
Ronald & Nancy Sroka	\$ 5,000
Erland & Lynn Tillman	\$ 5,000
Edwin N. Jenkins	\$ 5,000
Vonita H. Mayer	\$ 5,000
Eugene & Anna Clifford	\$ 5,000
Jacob Evans	\$ 5,000
Susan Woodcock	\$ 5,000
Randall & Sherry Dice	\$ 5,000
Roy & Dorothy Brimer	\$ 5,000
Stanley & Patricia Kedzie	\$ 5,000
Richard Ober	\$ 5,000
Augusta H. Evans	\$ 5,000
William & Margaret Calvert	\$ 5,000
Daniel Pobloskie	\$ 5,000
J. Richard Latini	\$ 5,000
Robert & Elizabeth Miola	\$ 5,000
Richard & Barbara Rogers	\$ 9,000
G. Bradley Mansolf	\$ 5,000
Edward Scheideman	\$ 5,000
Linda Hill	\$ 5,000
Robert Shaw	\$ 5,000
William & Barbara Adams	\$ 5,000
Robert Falk cf Jonathan Falk	\$ 5,000
Robert Falk cf Robert Falk III	\$ 5,000
Robert Falk cf Justin Falk	\$ 5,000
Wilbert A. Horner, Sr	\$ 6,000
John & Betty O'Brien	\$ 5,000
Edward & Joan Cranston	\$ 5,000
Charles & Jeanne Pettebone	\$10,000
Pete Celli	\$ 5,000
Helen Harrison cf Jennie Harrison	\$ 3,000

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK - - 1 PAGE 110

DOCUMENT CODE 0538 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____ Change of Name
61	_____	Rec. Fee (Arts. of Inc.)	_____ Change of Principal Office
62	_____	Rec. Fee (Amendment)	_____ Change of Resident Agent
63	_____	Rec. Fee (Merger or Consolidation)	_____ Change of Resident Agent Address
64	_____	Rec. Fee (Transfer)	_____ Resignation of Resident Agent
65	_____	Rec. Fee (Dissolution)	_____ Designation of Resident Agent and Resident Agent's Address
66	_____	Rec. Fee (Revival)	_____ Other Change _____
52	_____	Foreign Qualification	
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	
13	_____	Certified Copy _____	
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Ronald O Harrison Jr</u>
71	_____	Financial	<u>405 Kings College Dr</u>
600	_____	Property Reports and _____ Personal	<u>Arnold, Md. 21012</u>
		late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES \$ 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

3359 2607

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BYWATER INVESTMENT LIMITED PARTNERSHIP

BOOK - - 14 PAGE 141

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 16, 1991 AT 12:07 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3287166

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.

RETURN TO:
DONALD O. HARRISON, JR.
405 KINGS COLLEGE DR.
ARNOLD MD 21012

057C3051505

A 367891



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER, FOLIO. 3359 2599

9-6-91 at 8:40a.m.

RICHMARC LEASING
815 A Central Avenue
Linthicum, Maryland 21090

BOOK -- 14 PAGE 112

CERTIFICATE OF CANCELLATION

July 25, 1991

State of Maryland
Department of Assessments and Taxation
301 W. Preston Street
Baltimore, Maryland 21201

Dear Sirs,

Let this document serve as the Certificate of Cancellation for Richmarc Leasing Company Limited Partnership, Identification # M1951425. A Certificate of Amendment was filed on June 27, 1985. This partnership ceased to do business and disposed of all assets on August 30, 1990.

If you require any additional information call Andrew Williams at (301) 636-2100.

1991 OCT 31 PM 4:08

RECORDED
INDEXED
M.A. COUNTY

12498200

1991 SEP -6 A 8:40

Marc Lessans

Marc Lessans, General Partner

Richard Lessans

Richard Lessans, General Partner

7758 1392

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 143

DOCUMENT CODE 2138 BUSINESS CODE _____ COUNTY 52
M1951425 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10		Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name _____
65		Rec. Fee (Dissolution)	Change of Principal Office _____
66		Rec. Fee (Revival)	Change of Resident Agent _____
52		Foreign Qualification	Change of Resident Agent Address _____
50		Cert. of Qual. or Reg.	Resignation of Resident Agent _____
51		Foreign Name Registration	Designation of Resident Agent _____
13		Certified Copy _____	and Resident Agent's Address _____
56		Penalty	Other Change _____
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83		Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85	<u>50</u>	Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		Limited Part. Good Standing	<u>Richmarc Leasing</u>
71		Financial	<u>815 A Central Avenue</u>
600		Property Reports and late filing penalties	<u>Linthicum, Maryland</u>
70		Change of P.O., R.A. or R.A.A.	<u>21090</u>
91		Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES 50

Check _____ Cash _____

NOTE: _____

Documents on _____ checks

APPROVED BY: J.M.T.

7359 1357

CERTIFICATE OF CANCELLATION
OF
RICHMARC LEASING COMPANY LIMITED PARTNERSHIP

BOOK -- 14 PAGE 141

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 6, 1991 AT 8:40 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M1951425

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.

RETURN TO:
RICHMARC LEASING
815 A CENTRAL AVENUE
LINTHICUM MD 21090

053C3050896

A 367478



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

7758 1751

08-29-91 3:29

HI-TECH VENTURE LIMITED PARTNERSHIP
(Changing its name to TBC-TSC PARKWAY CORPORATE
LIMITED PARTNERSHIP)

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

Hi-Tech Venture Limited Partnership, a Maryland limited partnership (the "Partnership"), by action of its General Partner, certifies:

1. Name. The name of the Partnership is hereby changed to "TBC-TSC PARKWAY CORPORATE LIMITED PARTNERSHIP."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in Maryland is 7223 Parkway Drive, Hanover, Maryland 21076. The name and address of the resident agent of the Partnership are Joseph G. Svatos, c/o The Svatos Company, 7223 Parkway Drive, Hanover, Maryland 21076.

3. General Partner. The name and business address of the General Partner of the Partnership are as follows:

Svatos Parkway Associates Limited Partnership
c/o The Svatos Company
7223 Parkway Drive
Hanover, Maryland 21076

4. Partnership Affairs. The affairs of the Partnership shall be governed by the Restated and Amended TBC-TSC Parkway Corporate Limited Partnership Agreement, dated as of August 29, 1991, which may be amended from time to time ("Agreement").

5. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2039.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Amended and Restated Certificate on this 29th day of August, 1991.

WITNESS:

GENERAL PARTNER:

SVATOS PARKWAY ASSOCIATES LIMITED PARTNERSHIP

By: SVATOS DEVELOPMENT PARKWAY, INC.

By: Joseph G. Svatos
Joseph G. Svatos, President

1991 OCT 31 PM 4:08

RECORDED
STATE A.A. COUNTY

510

The undersigned, constituting all of the Withdrawing General Partners of the Partnership, has executed this Amended and Restated Certificate to evidence its withdrawal as General Partner on this 29th day of August, 1991.

WITNESS:

WITHDRAWING GENERAL PARTNERS:

KENT AND YORK, INCORPORATED

[Signature]

By: [Signature]
Leslie Legum, President

CIRCLE LIMITED PARTNERSHP

[Signature]

By: [Signature]
Leslie Legum, General Partner

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 147

DOCUMENT CODE 20A BUSINESS CODE _____ COUNTY BZ
M 2228476 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Marie Change (New Name) _____
20	_____	Organ. & Capitalization	<u>TBC - TSC Parkway</u>
61	_____	Rec. Fee (Arts. of Inc.)	<u>Corporate Limited Partnership</u>
62	_____	Rec. Fee (Amendment)	<input checked="" type="checkbox"/> Change of Name
63	_____	Rec. Fee (Merger or Consolidation)	<input checked="" type="checkbox"/> Change of Principal Office
64	_____	Rec. Fee (Transfer)	<input checked="" type="checkbox"/> Change of Resident Agent
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Resident Agent Address
66	_____	Rec. Fee (Revival)	_____ Resignation of Resident Agent
52	_____	Foreign Qualification	_____ Designation of Resident Agent and Resident Agent's Address
50	_____	Cert. of Qual. or Reg.	_____ Other Change _____
51	_____	Foreign Name Registration	
13	_____	_____ Certified Copy _____	
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Another Title Company</u>
71	_____	Financial	<u>#100</u>
600	_____	_____ Personal	<u>10715 Charter Drive</u>
		Property Reports and late filing penalties	<u>Columbia, MD 21044</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 80

Check _____ Cash

7 Documents on 1 checks

NOTE: [File after 20]

APPROVED BY: gso

3256 1546

CERTIFICATE OF AMENDMENT
OF
HI-TECH VENTURE LIMITED PARTNERSHIP
CHANGING ITS NAME TO:
TBC-TSC PARKWAY CORPORATE LIMITED PARTNERSHIP

BOOK -- 14 PAGE 148

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 29, 1991 AT 3:29 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2228476

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.

RETURN TO:
ANCHOR TITLE COMPANY
10715 CHARTER DRIVE, STE. 100
COLUMBIA MD 21044

04703050267

A 366962



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

3356 1543

08-29-91

2:28

HI-TECH VENTURE LIMITED PARTNERSHIP

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

THIS IS TO CERTIFY that the undersigned does hereby amend and restate the Certificate of Limited Partnership of Hi-Tech Venture Limited Partnership, a Maryland limited partnership (the "Partnership") pursuant to the Maryland Revised Uniform Limited Partnership Act ("RULPA") this 29th day of August 1991, as follows:

1. Name. The name of the Partnership is HI-TECH VENTURE LIMITED PARTNERSHIP.

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in the State of Maryland is 889 Airport Park Road, Suite F, Glen Burnie, Maryland 21061. The name and address of the resident agent of the Partnership in the State of Maryland are Kent and York, Incorporated, 889 Airport Park Road, Suite F, Glen Burnie, Maryland 21061.

3. Name and Address of General Partners: The name and address of the two general partners are as follows:

Kent and York, Incorporated
889 Airport Park Road
Suite F
Glen Burnie, Maryland 21061

Circle Limited Partnership
889 Airport Park Road
Suite F
Glen Burnie, Maryland 21061

4. Dissolution of Partnership. The latest date upon which the Partnership is to dissolve is December 31, 2035.

IN WITNESS WHEREOF, the parties hereto have executed this Certificate the day and year first above written.

GENERAL PARTNERS

WITNESS/ATTEST:

KENT AND YORK, INCORPORATED

David L. Paulis

By: Leslie Legum
Leslie Legum, President

[SIGNATURES CONTINUED]

(30)

1991 OCT 31 PM 4:07
RECORDS SECTION
COMMERCIAL & AGENCY

[SIGNATURES CONTINUED]

BOOK -- 14 PAGE 150

CIRCLE LIMITED PARTNERSHIP

David Paul

By:

Leslie Legum
Leslie Legum, General Partner

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 151

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
M2228476 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	<input checked="" type="checkbox"/> Change of Name
65	_____	Rec. Fee (Dissolution)	Change of Principal Office
66	_____	Rec. Fee (Revival)	Change of Resident Agent
52	_____	Foreign Qualification	Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	Resignation of Resident Agent
51	_____	Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Another Title Company</u>
71	_____	Financial	<u>#100</u>
600	_____	_____ Personal	<u>10715 Charter Avenue</u>
		Property Reports and late filing penalties	<u>Columbia, MD 21044</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES 80

Check _____ Cash

7 Documents on 1 checks

APPROVED BY: gwo

NOTE: File before 20A

7756 1986

CERTIFICATE OF AMENDMENT
OF
HI-TECH VENTURE LIMITED PARTNERSHIP

BOOK -- 14 PAGE 152

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND AUGUST 29, 1991 AT 3:28 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2228476

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.

RETURN TO:
ANCHOR TITLE COMPANY
10715 CHARTER DRIVE, STE. 100
COLUMBIA MD 21044

047C3050262

A 366957



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

3356 1527

APPROVED FOR RECORD

9-13-91 at 11:59 a.m.

BOOK -- 14 PAGE 153
2708

SEVERN MANOR LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

THIS IS TO CERTIFY that the undersigned does hereby form a Limited Partnership (the "Partnership") pursuant to the Maryland Revised Uniform Limited Partnership Act ("RULPA") this 13 day of September 1991, as follows:

1. Name. The name of the Partnership is Severn Manor Limited Partnership.

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in the State of Maryland is 170 Jennifer Road, Suite 105, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership in the State of Maryland is Severn Manor Management Co., Inc., 170 Jennifer Road, Suite 105, Annapolis, Maryland 21401.

3. Name and Address of General Partner. The name and address of the general partner is Severn Manor Management Co., Inc., 170 Jennifer Road, Suite 105, Annapolis, Maryland 21401.

4. Dissolution of Partnership. The latest date upon which the Partnership is to dissolve is December 31, 2010.

IN WITNESS WHEREOF, the undersigned has executed this Certificate the day and year first above written.

GENERAL PARTNER:

SEVERN MANOR MANAGEMENT CO., INC.

By: [Signature]
Michael DeStefano, President

RECEIVED
1991 SEP 13 AM 11 59
STATE DEPARTMENT OF ASSESSMENTS & TAXATION
WITNESS
[Signature]

12568412

1991 OCT 31 PM 4:08
RECEIVED FOR RECORD
CLERK OF DISTRICT COURT
ANNAPOLIS, MARYLAND

510

3359 2651

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 114 PAGE 151

DOCUMENT CODE 053.9 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

- 10 _____ Expedited Fee
- 20 _____ Organ. & Capitalization
- 61 _____ Rec. Fee (Arts. of Inc.)
- 62 _____ Rec. Fee (Amendment)
- 63 _____ Rec. Fee (Merger or Consolidation)
- 64 _____ Rec. Fee (Transfer)
- 65 _____ Rec. Fee (Dissolution)
- 66 _____ Rec. Fee (Revival)
- 52 ✓ Foreign Qualification
- 50 _____ Cert. of Qual. or Reg.
- 51 _____ Foreign Name Registration
- 13 _____ Certified Copy _____
- 56 _____ Penalty
- 54 _____ For. Supplemental Cert.
- 53 _____ Foreign Resolution
- 73 _____ Certificate of Conveyance
- 76 _____ Certificate of Merger/Transfer
- 75 _____ Special Fee
- 80 _____ For. Limited Partnership
- 83 50 Cert. Limited Partnership
- 84 80 Amendment to Limited Partnership
- 85 _____ Termination of Limited Partnership
- 21 _____ Recordation Tax
- 22 _____ State Transfer Tax
- 23 _____ Local Transfer Tax
- 31 _____ Corp. Good Standing
- NA _____ Foreign Corp. Registration
- 87 _____ Limited Part. Good Standing
- 71 _____ Financial
- 600 _____ Personal
- Property Reports and late filing penalties
- 70 _____ Change of P.O., R.A. or R.A.A.
- 91 _____ Amend/Cancellation, For. Limited Part.
- Other _____
- Other _____

Name Change (New Name) _____

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change _____

Code 065

ATTENTION: Andrea Barr

MAIL TO ADDRESS: _____

TOTAL # FEES 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

3359 2652

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SEVERN MANOR LIMITED PARTNERSHIP

BOOK - - 14 PAGE 155

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 13, 1991 AT 11:59 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

S _____

RECORDING
FEE PAID:

S 50.00

SPECIAL
FEE PAID:

S _____

M3287281

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.

RETURN TO:
WEINBERG & GREEN
ATTN: ANDREA BARR
100 SOUTH CHARLES STREET
BALTIMORE MD 21201

057C3051517

A 367896



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.
3359 20

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

APPROVED FOR RECORD

9-24-91 at 12:34 p.m.

0442.12/CERTIFIC.AM2
CKH/rpj
09/05/91

**CERTIFICATE OF AMENDMENT
FOR BAY RIDGE SUBWAY LIMITED PARTNERSHIP**

THIS CERTIFICATE OF AMENDMENT ("Certificate") is made as of the 1st day of August, 1991, by the undersigned parties.

Brian T. Spears, the General Partner of BAY RIDGE SUBWAY LIMITED PARTNERSHIP (the "Partnership"), hereby certifies that:

1. Definitions. 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.

2. Partnership Name. The name of the Partnership is "Bay Ridge Subway Limited Partnership".

3. Amendment to Certificate. The Certificate of Limited Partnership of the Partnership dated March 20, 1991 by the undersigned, as General Partner, is amended as follows:

3.1. The address of the principal office of the Partnership has been changed from 2661 Riva Road, Suite 110, Annapolis, Maryland 21401 to 3287 Davidsonville Road, Davidsonville, Maryland 21035.

3.2. The General Partner of the Partnership has been changed from Brian T. Spears, (Former General Partner) whose business address is 2661 Riva Road, Suite 110, Annapolis, Maryland 21401, to Peter W. Odenwald, (Substitute General Partner), whose business address is 3287 Davidsonville Road, Davidsonville, Maryland 21035.

4. Except as amended hereby, the remainder of the Certificate of Limited Partnership of the Partnership dated March 20, 1991 shall remain in full force and effect.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed this 6th day of Sept, 1991.

FORMER GENERAL PARTNER

[Signature]
BRIAN T. SPEARS

12658120

SUBSTITUTE GENERAL PARTNER

[Signature]
PETER W. ODENWALD

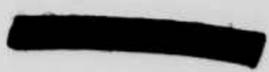
12688121

3351 2500

1991 OCT 31 PM 4:08

1991 SEP 12

1991 SEP 24 P 12:32



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK - - 14 PAGE 157

DOCUMENT CODE 20 MA BUSINESS CODE _____ COUNTY 52
M3184108 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	<input type="checkbox"/> Change of Name
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Principal Office
66	_____	Rec. Fee (Revival)	<input type="checkbox"/> Change of Resident Agent
52	_____	Foreign Qualification	<input type="checkbox"/> Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	<input type="checkbox"/> Resignation of Resident Agent
51	_____	Foreign Name Registration	<input type="checkbox"/> Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	<input type="checkbox"/> Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Cynthia K. Hitt</u>
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Siskind, Burch, Grady and Rosen</u>
71	_____	Financial _____ Personal	<u>Jefferson Building</u>
600	_____	Property Reports and late filing penalties	<u>Two East Fayette St.</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Baltimore, Md. 21202</u>
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES \$ 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

3361 2501

CERTIFICATE OF AMENDMENT
OF
BAY RIDGE SUBWAY LIMITED PARTNERSHIP

BOOK -- 14 PAGE 157A

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND SEPTEMBER 24, 1991 AT 12:34 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3184108

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.

RETURN TO:
CYNTHIA K. HITT
SISKIND, BURCH, GRADY, AND ROSEN
TWO EAST FAYETTE ST.
BALTIMORE MD 21202

063C3052374

A 368784



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3761 2499

RECEIVED
1 OCT 18 AM 8 23
STATE DEPT OF
ASSESSMENTS & TAXATION

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

MARYLAND HOMES LIMITED PARTNERSHIP AGREEMENT AND

CERTIFICATE OF LIMITED PARTNERSHIP

DATED: OCTOBER 17, 1991

APPROVED FOR RECORD
10-18-91 823a

THIS AGREEMENT is made on this 17th day of October 1991 by and among the undersigned parties Caruso Homes, Inc. as General Partner and R.V. Caruso, Inc. as Limited Partner.

In consideration of the mutual promises of the parties, and of other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties intending legally to be bound, hereby agree as follows:

Section 1. Formation, Name, Business and Principal Office

A. The parties form a limited partnership under the name Maryland Homes Limited Partnership (the "Partnership"), pursuant to the laws of the State of Maryland.

B. The principal office of the Partnership shall be located at 1662 Village Green, Crofton, Maryland, 21114. The Partnership may have such other or additional offices, within or without the State of Maryland, as the General Partner deems advisable. The registered agent of the Partnership shall be Jeffrey V. Caruso, whose address is 1662 Village Green, Crofton, Maryland, 21114.

C. The business of the Partnership shall consist of (i) acquiring and owning land (the "Property"); (ii) developing and constructing residential housing on the Property; (iii) selling the Property and the improvements; and (iv) engaging in related activities.

D. The General Partner shall promptly file this Agreement as the Partnership's Certificate of Limited Partnership with the State Department of Assessments and Taxation.

Section 2. Term

The Partnership shall continue until December 31, 2088, unless sooner terminated in accordance with this Agreement. Upon termination, the Partnership shall file a duly executed and acknowledged Certificate of Cancellation with the State Department of Assessments and Taxation.

1992 FEB 21 PM 2:36

12918072

Section 3. Partners; Percentages of Partner Interest

A. The General and Limited Partners of the Partnership shall be set forth on Schedule I. Unless the context otherwise requires, reference to a "Partner" means both the General Partner and the Limited Partner.

B. Each Partner's "Partnership Interest" is the percentage shown on Schedule I. Each reference in this Agreement to a Partner's "Partnership Interest" means the interest in effect at the time relevant under that reference.

C. Only persons and entities named in this Agreement or admitted to the Partnership as provided in Section 8 shall be considered Partners and no person having business with the Partnership shall be required to deal with any other persons or entities by reason of an assignment by a Partner or by reason of the dissolution or death of a Partner. In the absence of the substitution of a Partner for an assigning or deceased Partner, as provided in this Agreement, any payment to a Partner or to his executors, administrators, or assigns shall acquit the Partnership of all liability to any other persons who may be interested in such payment by reason of an assignment by, or the dissolution or death of, such Partner.

Section 4. Cash Capital Contributions; Sources of Partnership Funds

A. A capital account shall be maintained for each Partner. The "capital account" of a Partner as of any date is defined to mean the amount of cash or the agreed value of other property contributed by such Partner to the capital of the Partnership, properly adjusted to reflect (i) such Partner's distributive share of profit and losses, and (ii) distributions by the Partnership to such Partner.

B. Upon the execution of this Agreement, each Partner made a capital contribution, in cash, in the amount set forth opposite such Partner's name in Schedule I.

C. If additional funds are required by the Partnership in its business, the General Partner, in its discretion, may borrow such funds on behalf of the Partnership, with

interest at prevailing rates, from such lenders as the General Partner deems appropriate.

D. The provisions of this Section are not intended to be for the benefit of any creditor or any person (other than a Partner in its capacity as a Partner) to whom any debts, liabilities or obligations are owed by, or who otherwise has a claim against, the Partnership or any of the Partners. No such creditor or other person shall obtain any right or make any claim in respect of any debt, liability or obligation, or otherwise, against the Partnership or any of the Partners.

E. No Partner shall be required to make any capital contributions to the Partnership in excess of the amount shown on Schedule I.

Section 5. Allocations of Profits and Losses

Profits and losses shall be allocated fifty percent (50%) to the General Partner and fifty percent (50%) to the Limited Partner, unless otherwise required by applicable Treasury Department regulations.

Section 6. Management of Partnership

A. The Limited Partner shall exercise no rights in connection with the management of the Partnership business. Such management shall be the complete perogative and sole responsibility of the General Partner. The General Partner, as General Partner, shall devote to management of the Partnership's business so much of its time as it deems reasonably necessary for the efficient operation of the Partnership's business. All decisions made for and on behalf of the Partnership by the General Partner shall be binding upon the Partnership. The General Partner, acting for and on behalf of the Partnership, in extension and not in limitation of the rights and powers given to it by law or by the other provisions of this Agreement, shall, in its sole dicretion, have the full and entire right, power and authority to do any and all acts and things necessary, proper, convenient or advisable to manage and to otherwise effectuate the purposes of the Partnership, including the sale or financing of any Partnership property.

B1. In consideration of the services to be performed by the General Partner herein, the Partnership shall pay to the General Partner a fee of 4 1/2% of the estimated sales prices of the home. Such fee shall be due and payable on a pro rata bases upon completion of the wall checks of each house.

B2. In conjunction with the services performed by the General Partner those costs which would normally be viewed as direct costs of a general contractor during construction shall be billable as such to the Partnership. Such costs include but are not limited to site supervision, labor, usual truck and transportation expenses, materials, job trailer and other such costs as are necessary for the conduct of a homebuilding business.

B3. Additionally those direct development costs and out of pocket costs incurred by the General Partner related to the acquisition, market study, engineering, landscape architecture testing, legal counsel, marketing costs, etc. of the project shall be billable to the Partnership.

C. In the event the Property is sold before construction is commenced, the General Partner shall be entitled to an equitable fee based upon all the facts and circumstances leading up to the sale, in an amount to be agreed upon by the General Partner and the Limited Partner at the time the Partnership enters into a contract for sale of the Property. Such fee shall be due and payable at the closing of the sale of Property.

D. Legal title to the Property shall be held in the name of "Maryland Homes Limited Partnership" or in whatever other manner the General Partner, in its sole discretion, shall determine to be in the Partnership's best interest.

Section 7. Bank Accounts, Accounting Matters and Financial Records

A. 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 all such accounts.

B. The General Partner shall maintain just and true books of account, in which shall be entered fully and accurately each and every transaction of the Partnership and to which each Partner have access at all reasonable times. Such books shall be kept on the cash receipts and disbursements method or on an accrual method and for such calendar or fiscal accounting year as the General Partner may determine. Any election by the Partnership for tax purposes shall be made by decision of the General Partner, provided that such election shall not adversely affect the Limited Partner. Annual financial statements shall be prepared as of the end of each accounting year, and each Partner shall be entitled to a copy of such financial statements, as well as to other information relevant to such Partner for federal income tax purposes. 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 requesting it and is made at a reasonable time and after due notice.

Section 8. Assignability of Partnership Interest;
Admission of Partners

No Partner shall transfer or assign its Partnership interest without prior written consent of the other Partner, nor shall either Partner transfer a controlling interest in its outstanding stock without the prior written consent of the other Partner.

Section 9. Distributable Cash

A. For purposes of this Agreement, "Distributable Cash" shall mean cash available for distribution to the Partners after paying or making provision for all costs and expenses of the Partnership including, without limitation, all secured and unsecured debts, the General Partner Fee, the Guaranty Fee, and such reserves as the General Partner deems appropriate.

B. The Distributable Cash shall be distributed to the Partners simultaneously and pro rata proportion to their Partnership Interests.

Section 10. Dissolution of Partnership

A. The Partnership shall be dissolved on December 31, 2088 or earlier upon occurrence of any of the following events:

1. The decision of the General Partner;
2. The sale by the Partnership of all or substantially all of its property and distribution of the proceeds to the Partners; or
3. Any other event dissolving the Partnership as a matter of law.

B. In the event of dissolution of the Limited Partner, the Partnership shall not dissolve and the successor or legal representative of the dissolved Limited Partner shall then have all the rights of the Limited Partner.

C. Upon dissolution of the Partnership, the Partners may, by unanimous consent, agree in writing to continue the Partnership (as a limited partnership, general partnership, joint venture or similar organization) which shall then be reformed and its business continued under arrangements which make proper provision for its liabilities.

D. In the event that the Partners cannot agree upon such reformation, the Partners shall proceed with dispatch to liquidate the assets and property of the Partnership and, after paying or duly providing for all liabilities to creditors of the partnership, to distribute the net proceeds and any other liquid assets of the Partnership among the Partners in the manner set forth in Section 9 of this Agreement.

Section 11. Miscellaneous Provisions

A. Unless otherwise provided, no Partner shall be liable to any other Partner or to the Partnership by reason of its actions in connection with the Partnership, except in the case of gross negligence, dishonest conduct or actual fraud.

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

C. Any Partner may engage in and/or possess an interest in other business and real estate ventures of every nature and description, independently or with others, and neither the Partnership nor any other Partner shall have any rights in or to any such independent venture or the income or profits derived from any such venture.

D. All notice provided for in this Agreement shall be in writing and shall be deemed properly given if sent by certified or registered mail, return receipt requested and first-class postage prepaid, to the address of the Partner to whom such notice is directed, as shown on Schedule I, unless notice of a change of address is given to the Partnership. Time periods shall commence on the date of mailing of a notice. Any notice which is required to be given within a stated period of time shall be considered timely if postmarked before midnight on the last day of such time period.

E. The use of any gender shall include the other gender and the use of singular herein shall include the plural (and vice versa), wherever appropriate.

F. This Agreement sets forth, and is intended by all parties to be an integration of all of the promises, agreements, conditions, understandings, warranties and representations among the parties with respect to the subject matter of this Agreement. This Agreement may be amended only by the written consent of all Partners.

G. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

H. This Agreement is binding upon, and inures to the benefit of, the parties and their respective heirs, devisees, legal representatives, successors, and assigns.

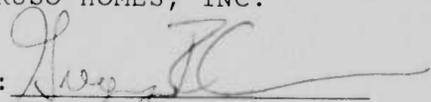
IN WITNESS WHEREOF, the undersigned Partners have executed this Agreement as of the day and year first above written.

ATTEST:

GENERAL PARTNER:

CARUSO HOMES, INC.


Jeffrey V. Caruso
Secretary

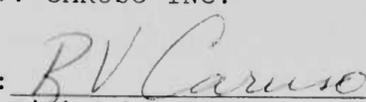
By: 
Gregory R. Caruso
President

ATTEST:

LIMITED PARTNER:

R.V. CARUSO INC.

Secretary

By: 
Richard V. Caruso
President

Schedule I

<u>Partner Name and Address</u>	<u>Capital Contribution</u>	<u>Partnership Interest</u>
<u>GENERAL PARTNER</u>		
Caruso Homes, Inc. 1662 Village Green Crofton, Maryland 21114	\$ 500.00	50%
<u>LIMITED PARTNER</u>		
R. V. Caruso, Inc. 3066 Rundelac Road Annapolis, Maryland 21403	\$ 500.00	50%
	<hr/>	<hr/>
	\$ <u>1,000.00</u>	<u>100%</u>

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 167

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>59</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>75</u>	<u>1</u> Certified Copy <u>9P</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	<u>6</u>	<u>1</u> Limited Part. Good Standing	<u>Jeffrey Caruso</u>
71	_____	Financial	<u>1662 Village Green</u>
600	_____	_____ Personal	<u>Crofton Md 21114</u>
	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 130

Check _____ Cash

NOTE: New Up

Documents on _____ checks

Start file

APPROVED BY: JS

CERTIFIED COPY MADE

3367 2576

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARYLAND HOMES LIMITED PARTNERSHIP

BOOK -- 14 PAGE 168

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 18, 1991 AT 8:23 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3305471

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.

RETURN TO:
JEFFREY CARUSO
1662 VILLAGE GREEN
CROFTON

MD 21114

079C3052281

A 370532



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

3267 258

10-15-91 at 10:27 A.M.

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
OA CAPITAL PARTNERS LIMITED PARTNERSHIP

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as the "Certificate") is made this 10th day of October, 1991, by Abaton Industries, Inc., a Maryland Corporation, as the General Partner.

EXPLANATORY STATEMENT

OA Capital Partner Limited Partnership (the "Partnership") was formed pursuant to a Certificate of Limited Partnership, dated November 20, 1990, filed with the State Department of Assessments and Taxation (the "Original Certificate").

In order to reflect the resignation of Osprey Investment Company the "Resigning General Partner" as a general partner in the Partnership, and to reflect the address changes of the principal office, resident agent and General Partner of the Partnership, the partners of the Partnership (the "Partners") desire to amend and restate the Original Certificate in its entirety.

- 1992 FEB 21 PM 2:36
1. The name of the Partnership shall be OA Capital Partners Limited Partnership.
 2. The Partnership is formed for the purposes of providing project and portfolio management services as a consultant, developer and/or construction manager and to engage in any and all general business activities related or incidental thereto consistent with the terms and conditions of the Partnership Agreement.
 3. The address of the principal office of the Partnership is 2661 Riva Road, Building 700, Suite 2, Annapolis, Maryland 21401.
 4. The name and business address of the General Partner and resident agent is:

✓ Abaton Industries, Inc.
2661 Riva Road
Building 700, Suite 2
Annapolis, MD 21401
 5. The relation of the Partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the Partners of the Partnership.
 6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.
- 1991 OCT 15 PM 0:27
- 30

7358 0760

12888710

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and the General Partner and Resigning General Partner further acknowledge, under penalties 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 of Limited Partnership under seal as of the day and year first above written.

WITNESS:

[Handwritten Signature]

GENERAL PARTNER:

Abaton Industries, Inc.

By:

[Handwritten Signature] (SEAL)
Peter Zadoretzky, President

RESIGNING GENERAL PARTNER:

Osprey Investment Company

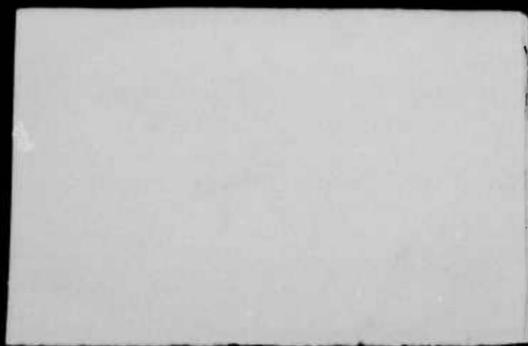
WITNESS:

[Handwritten Signature]

By:

[Handwritten Signature] (SEAL)
David R. Lewis, President

1970 8961



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 171

DOCUMENT CODE 20^{mk} BUSINESS CODE _____ COUNTY 52
M 3119583 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	<input checked="" type="checkbox"/> Change of Name
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Principal Office
66	_____	Rec. Fee (Revival)	<input checked="" type="checkbox"/> Change of Resident Agent
52	_____	Foreign Qualification	<input checked="" type="checkbox"/> Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	<u>Peter Zadoretzky</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: <u>OA Capital</u>
87	_____	Limited Part. Good Standing	<u>Partners</u>
71	_____	Financial	<u>2661 River Rd</u>
600	_____	Property Reports and _____ Personal late filing penalties	<u>Bldg. 700</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Ste. 2</u>
91	_____	Amend/Cancellation, For. Limited Part.	<u>Annapolis, Md.</u>
	_____	Other	<u>121401</u>
	_____	Other	

TOTAL FEES 50

Check _____ Cash
1 Documents on _____ checks

NOTE:

APPROVED BY: [Signature]

7369 0762

CERTIFICATE OF AMENDMENT
OF
DA CAPITAL PARTNERS LIMITED PARTNERSHIP

BOOK -- 114 PAGE 172

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 15, 1991 AT 10:27 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3119583

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.

RETURN TO:
DA CAPITAL PARTNERS
PETER ZADORETSKY
2661 RIVA ROAD, SUITE 2
BUILDING 700
ANNAPOLIS MD 21401

080C3052375

A 370619



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO 3368-0759

0442.22/DELMAR.CLP
CKH/rpj

10-23-91 11:00

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DELMAR SUBWAY LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter this "Certificate") is made this 17th day of October, 1991 by BRIAN T. SPEARS, as the General Partner (hereinafter the "Partner").

EXPLANATORY STATEMENT

Brian T. Spears, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby form a limited partnership (hereinafter the "Partnership"), for the purposes and on the terms and conditions set forth in the limited partnership agreement by and between the Partners and hereby certify to the Maryland State Department of Assessments and Taxation as follows:

1992 FEB 21 PM 2:36

1. The name of the Partnership shall be "Delmar Subway Limited Partnership".
2. The address of the principal office of the Partnership is 2661 Riva Road, Suite 110, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Cynthia K. Hitt, Esquire, Two East Fayette Street, Baltimore, Maryland 21202.
3. The name and business address of the General Partner are Brian T. Spears, Mid-Atlantic Subway Development Companies, 2661 Riva Road, Suite 110, Annapolis, Maryland 21401.

RECEIVED
OCT 22 11 11 AM '91
STATE DEPARTMENT OF ASSESSMENTS & TAXATION

500

12958349

3368 1436

4. The latest date upon which the Partnership is to be dissolved is twenty (20) years from the date of this Certificate.

IN WITNESS WHEREOF, the Partner acknowledges this Certificate of Limited Partnership to be his act, and further acknowledges, to the best of his knowledge, information and belief, the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership as of the day and year first above written.

WITNESS:

GENERAL PARTNER:



 (SEAL)
BRIAN T. SPEARS

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 175

DOCUMENT CODE 053.8 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____ Change of Name
61	_____	Rec. Fee (Arts. of Inc.)	_____ Change of Principal Office
62	_____	Rec. Fee (Amendment)	_____ Change of Resident Agent
63	_____	Rec. Fee (Merger or Consolidation)	_____ Change of Resident Agent Address
64	_____	Rec. Fee (Transfer)	_____ Resignation of Resident Agent
65	_____	Rec. Fee (Dissolution)	_____ Designation of Resident Agent and Resident Agent's Address
66	_____	Rec. Fee (Revival)	_____ Other Change _____
52	_____	Foreign Qualification	
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	
13	_____	Certified Copy _____	
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Siskind, Bunch, Grady, et al</u>
71	_____	Financial	<u>2 E. Fayette St.</u>
600	_____	_____ Personal	<u>Balto, md. 21202</u>
	_____	Property Reports and late filing penalties	<u>C/o Cynthia K. Hitt</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 80

Check _____ Cash

Documents on _____ checks

APPROVED BY: Jm T

3369 1438

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DELMAR SUBWAY LIMITED PARTNERSHIP

BOOK -- 14 PAGE 176

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 22, 1991 AT 11:00 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3306669

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.

RETURN TO:
SISKIND, BUNCH, GRADY, ET AL
C/O CYNTHIA K. HITT
2 E. FAYETTE ST.
BALTIMORE MD 21202

081C3052521

A 370743



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3368 1435

APPROVED FOR RECORD

10-4-91 at 2:22 P.M.

0442.13/CERTIFIC.AMD
CKH/rpj
09/30/91

BOOK -- 14 PAGE 177

**CERTIFICATE OF AMENDMENT
FOR RIVA SUBWAY LIMITED PARTNERSHIP**

THIS CERTIFICATE OF AMENDMENT ("Certificate") is made the 1st day of October, 1991, by the undersigned parties.

Brian T. Spears, the General Partner of RIVA SUBWAY LIMITED PARTNERSHIP (the "Partnership"), hereby certifies that:

1. Definitions. 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.

2. Partnership Name. The name of the Partnership is "Riva Subway Limited Partnership".

3. Amendment to Certificate. The Certificate of Limited Partnership of the Partnership dated March 20, 1991 by the undersigned, as General Partner, is amended as follows:

3.1. The General Partner of the Partnership has been changed from Brian T. Spears, (Former General Partner) whose business address is 2661 Riva Road, Suite 110, Annapolis, Maryland 21401, to Farshid J. Yousefzadeh, (Substitute General Partner), whose business address is Festival at Riva Shopping Center, c/o Subway, 2311-C Forest Drive, Annapolis, Maryland 21401.

4. Except as amended hereby, the remainder of the Certificate of Limited Partnership of the Partnership dated March 20, 1991 shall remain in full force and effect.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed this 1st day of October, 1991.

FORMER GENERAL PARTNER


BRIAN T. SPEARS

SUBSTITUTE GENERAL PARTNER


FARSHID J. YOUSEFZADEH

1991 OCT 4 PM 2:22

1992 FEB 21 PM 2:36
RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE

440

12808062

7355 0421

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 178

DOCUMENT CODE 203-J. BUSINESS CODE _____ COUNTY 52
M 318 4116 P.A. _____ Religious _____ Close _____ Stock _____ Not stock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	_____ Resignation of Resident Agent
13	_____	_____ Certified Copy _____	_____ Designation of Resident Agent and Resident Agent's Address
56	_____	Penalty	_____ Other Change _____
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	

76 _____ Certificate of Merger/Transfer

75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	
84	<u>50</u>	Amendment to Limited Partnership	ATTENTION: <u>Cynthia K. Hett</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Island, Birch, Hilly</u>
71	_____	Financial	<u>and Rosen</u>
600	_____	_____ Personal	<u>Jefferson Bldg</u>
	_____	Property Reports and _____	<u>Two East Fayette St</u>
	_____	late filing penalties	<u>Baltimore, Md. 21202</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 50

Check _____ Cash

Documents on _____ checks

APPROVED BY: WT

CERTIFICATE OF AMENDMENT
OF
RIVA SUBWAY LIMITED PARTNERSHIP

BOOK -- 14 PAGE 179

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 4, 1991 AT 2:22 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3184116

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.

RETURN TO:
CYNTHIA R. HITT
SISKIND, BIRCH, GRADY & ROSEN
TWO E. FAYETTE STREET
BALTIMORE MD 21202

073C3051285

A 369860



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

3365 0420

APPROVED FOR RECORD

10-11-91 at 2:15 p.m.

BOOK - - 11 PAGE 180

RECEIVED
STATE DEPARTMENT OF
ASSESSMENTS & TAXATION
OCT 11 1991

Red

VISTA COMMUNICATIONS LIMITED PARTNERSHIP
CERTIFICATE OF LIMITED PARTNERSHIP

Vista Communications Limited Partnership, a Maryland limited partnership (the "Partnership"), by action of its sole General Partner, certifies:

- Name. The name of the Partnership is "VISTA COMMUNICATIONS LIMITED PARTNERSHIP."
- Principal Office and Resident Agent. The address of the principal office of the Partnership is 12011 Guilford Road, Suite 101, Annapolis Junction, Maryland 20701. The name and address of the resident agent of the Partnership are Vista Communications Corporation, a Maryland corporation, 12011 Guilford Road, Suite 101, Annapolis Junction, Maryland 20701.
- General Partner. The name and business address of the General Partner of the Partnership are as follows:

Vista Communications Corporation
12011 Guilford Road
Suite 101
Annapolis Junction, Maryland 20701
- Partnership Affairs. The affairs of the Partnership shall be governed by the Vista Communications Limited Partnership Agreement, dated September 6, 1991 which may be amended from time to time.
- Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 2041.

1992 FEB 21 PM 2:36

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate on this 6th day of September, 1991.

ATTEST:

GENERAL PARTNER:

VISTA COMMUNICATIONS CORPORATION

Robert G. Brady (SEAL)
Robert G. Brady,
Secretary

By: *Timothy F. Hand* (SEAL)
Timothy F. Hand,
President

510

12848585

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 15

DOCUMENT CODE 0539 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

- 10 _____ Expedited Fee
- 20 _____ Organ. & Capitalization
- 61 _____ Rec. Fee (Arts. of Inc.)
- 62 _____ Rec. Fee (Amendment)
- 63 _____ Rec. Fee (Merger or Consolidation)
- 64 _____ Rec. Fee (Transfer)
- 65 _____ Rec. Fee (Dissolution)
- 66 _____ Rec. Fee (Revival)
- 52 _____ Foreign Qualification
- 50 _____ Cert. of Qual. or Reg.
- 51 _____ Foreign Name Registration
- 13 _____ Certified Copy _____
- 56 _____ Penalty
- 54 _____ For. Supplemental Cert.
- 53 _____ Foreign Resolution
- 73 _____ Certificate of Conveyance

Name Change (New Name) _____

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code 063

- 75 _____ Special Fee
- 80 _____ For. Limited Partnership
- 83 50 _____ Cert. Limited Partnership
- 84 _____ Amendment to Limited Partnership
- 85 _____ Termination of Limited Partnership
- 21 _____ Recordation Tax
- 22 _____ State Transfer Tax
- 23 _____ Local Transfer Tax
- 31 _____ Corp. Good Standing
- NA _____ Foreign Corp. Registration
- 87 _____ Limited Part. Good Standing
- 71 _____ Financial _____ Personal

ATTENTION: _____

MAIL TO ADDRESS: _____

TOTAL FEES 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: PAW

3366 2736

CERTIFICATE OF LIMITED PARTNERSHIP
OF
VISTA COMMUNICATIONS LIMITED PARTNERSHIP

BOOK -- 14 PAGE 182

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 11, 1991 AT 2:15 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3303252

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

078C3051755

A 370264



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

3366 2734

0442.21/CERTIFIC.AMD
CKH/rpj
09/30/91

APPROVED FOR RECORD
10-6-91 at 8:39A.m.

**CERTIFICATE OF AMENDMENT
FOR MARYLAND AVENUE SUBWAY LIMITED PARTNERSHIP**

THIS CERTIFICATE OF AMENDMENT ("Certificate") is made the 1st day of October, 1991, by the undersigned parties.

Brian T. Spears, the General Partner of MARYLAND AVENUE SUBWAY LIMITED PARTNERSHIP (the "Partnership"), hereby certifies that:

1. Definitions. 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.

2. Partnership Name. The name of the Partnership is "Maryland Avenue Subway Limited Partnership".

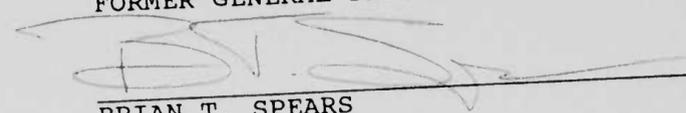
3. Amendment to Certificate. The Certificate of Limited Partnership of the Partnership dated March 20, 1991 by the undersigned, as General Partner, is amended as follows:

3.1. The General Partner of the Partnership has been changed from Brian T. Spears, (Former General Partner) whose business address is 2661 Riva Road, Suite 110, Annapolis, Maryland 21401, to Jean M. Thompson, (Substitute General Partner), whose business address is 78 Maryland Avenue, Annapolis, Maryland 21401.

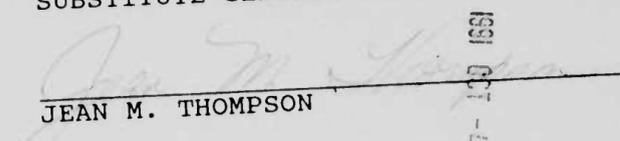
4. Except as amended hereby, the remainder of the Certificate of Limited Partnership of the Partnership dated March 20, 1991 shall remain in full force and effect.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed this 1st day of October, 1991.

FORMER GENERAL PARTNER


BRIAN T. SPEARS

SUBSTITUTE GENERAL PARTNER


JEAN M. THOMPSON

1992 FEB 21 PM 2:36

1991 OCT -4 AM 8:39
1278363
3354 1790

40

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 181

DOCUMENT CODE 20 ^{MR} BUSINESS CODE _____ COUNTY 53
M3184124 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	<u>Cynthia R. Kitt</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Isabel, Ruth, Gady</u>
71	_____	Financial	<u>and Ryan</u>
600	_____	Property Reports and late filing penalties	<u>Jefferson Bldg.</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Two East Fayette St.</u>
91	_____	Amend/Cancellation, For. Limited Part.	<u>Baltimore, Md 21202</u>
	_____	Other	

TOTAL FEES 50

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: WES

3354 1791

CERTIFICATE OF AMENDMENT
OF
MARYLAND AVENUE SUBWAY LIMITED PARTNERSHIP

BOOK -- 14 PAGE 185

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 4, 1991 AT 8:39 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3184124

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.

RETURN TO:
SISKING, BURCH, GRADY & ROSEN
ATTN: CYNTHIA K. KITT
JEFFERSON BUILDING
2 EAST FAYETTE ST.
BATIMORE MD 21202

070C3050994

A 369585



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3364 1789

10-28-91 at 9:00 a.m.

1991 OCT 28 A 9:00
218-220 MARKET STREET LIMITED PARTNERSHIP
THIRD AMENDMENT TO CERTIFICATE AND
AGREEMENT OF LIMITED PARTNERSHIP

BOOK -- 14 PAGE 186

THIS THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT
OF LIMITED PARTNERSHIP (this "Amendment"), is made as of
this 14th day of August, 1991, by and between the
undersigned parties.

RECITALS

1. By a Certificate and Agreement of Limited
Partnership filed with the Maryland State Department of
Assessments and Taxation ("SDAT") on August 25, 1987 (the
"Certificate"), certain parties formed 218-220 Market Street
Limited Partnership, a Maryland limited partnership (the
"Partnership").

1992 FEB 21 PM 2:38
2. The Certificate was amended pursuant to First
Amendment to Certificate and Agreement of Limited Partnership
dated May 25, 1988 and recorded with SDAT on May 27, 1988 (the
"First Amendment") and pursuant to a Second Amendment to
Certificate and Agreement of Limited Partnership dated as of
June 26, 1989 and recorded with SDAT on July 6, 1989 ("the
Second Amendment") (the Certificate, as amended by the First
Amendment and Second Amendment, is hereby collectively referred
to as the "Certificate and Agreement").

3. As shown on Schedule A to the Certificate and
Agreement, Fedder Management Corporation, a Maryland corporation
(the "Withdrawing Partner"), is the sole General Partner of the
Partnership.

4. As shown on Schedule A to the Certificate and
Agreement, Joel D. Fedder ("J. Fedder") has a seventy-four
percent (74%) limited partner interest in the Partnership, Amy
F. Pollokoff ("A. Pollokoff") has a three percent (3%) limited
partnership interest in the Partnership, Robert G. Pollokoff
("R. Pollokoff") has a seventeen percent (17%) limited
partnership interest in the Partnership, and Michael A. Fedder
("M. Fedder") has a five percent (5%) limited partnership
interest in the Partnership. (J. Fedder, A. Pollokoff, R.
Pollokoff, and M. Fedder are sometimes hereinafter collectively
referred to as the "Limited Partners") (the Withdrawing Partner
and the Limited Partners are sometimes hereinafter collectively
referred to as the "Partners").

5. The Withdrawing Partner desires to assign its
general partnership interest in the Partnership to FGP, Inc., a
Maryland corporation ("FGP").

13018421

1991 OCT 28

6. The Partners desire to amend the Certificate and Agreement to reflect the assignment of the Withdrawing Partner's general partnership interest in the Partnership to FGP, the Withdrawing Partner's withdrawal from the Partnership, and the admission of FGP to the Partnership as the General Partner thereof.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. The Withdrawing Partner does hereby sell, grant, assign, transfer, set over, and convey all of its one percent (1%) general partnership interest in the Partnership (together with all of the Withdrawing Partner's right, title, and interest in and to the Partnership, any property owned by the Partnership, and all capital, profits, losses, and distributions from the Partnership) to FGP.

2. The Withdrawing Partner hereby withdraws from the Partnership.

3. FGP is hereby admitted to the Partnership as the General Partner of the Partnership.

4. All of the Partners do hereby (a) consent to the withdrawal of the Withdrawing Partner from the Partnership, in accordance with the provisions of the Certificate and Agreement, and (b) consent to the admission of FGP as a successor general partner of the Partnership, in accordance with the provisions of the Certificate and Agreement.

5. All of the Partners do hereby waive the requirements set forth in the Certificate and Agreement that the Partnership obtain an opinion of counsel prior to permitting the withdrawal of the Withdrawing Partner from the Partnership and the admission of FGP to the Partnership.

6. The Partners hereby amend the Certificate and Agreement by withdrawing and deleting the Schedule A currently attached hereto, and hereby insert in lieu thereof the Schedule A attached hereto.

7. All provisions of the Certificate and Agreement not hereby amended shall remain in full force and effect.

8. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute a single document.

WITNESS the execution hereof the day and year first above written.

2009/09/29

WITNESS:

Deborah J. Danesi

WITHDRAWING PARTNER

FEDDER MANAGEMENT CORPORATION

By: Joel D. Fedder
Joel D. Fedder, President

FGP, INC.

By: Joel D. Fedder
Joel D. Fedder, President

LIMITED PARTNERS

Joel D. Fedder
Joel D. Fedder

Amy F. Pollokoff
Amy F. Pollokoff

Robert G. Pollokoff
Robert G. Pollokoff

Michael A. Fedder
Michael A. Fedder

SCHEDULE A

<u>GENERAL PARTNER</u>	<u>Capital Contribution</u>	<u>Partnership Percentage</u>
FGP, Inc. 514 North Crain Highway Glen Burnie, Maryland 21061	\$ 10.00	1%
 <u>LIMITED PARTNERS</u>		
Joel D. Fedder 514 North Crain Highway Glen Burnie, Maryland 21061	740.00	74%
Amy F. Pollokoff 514 North Crain Highway Glen Burnie, Maryland 21061	30.00	3%
Robert G. Pollokoff 514 North Crain Highway Glen Burnie, Maryland 21061	170.00	17%
Michael A. Fedder 514 North Crain Highway Glen Burnie, Maryland 21061	<u>50.00</u>	<u>5%</u>
	\$1,000.00	100%

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 190

DOCUMENT CODE 20 78 BUSINESS CODE _____ COUNTY 52
M2401065 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name) _____
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	_____	_____ Certified Copy _____	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	ATTENTION: <u>Dorothea J. Dancesia</u>
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>The Jeddler Company</u>
71	_____	Financial _____ Personal	<u>Jeddler Management Corp.</u>
600	_____	Property Reports and _____ late filing penalties	<u>514 N. Craix Highway</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Glen Burnie, Md 21061</u>
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

TOTAL FEES \$50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

FORM 101

CERTIFICATE OF AMENDMENT
OF
218-220 MARKET STREET LIMITED PARTNERSHIP

BOOK -- 14 PAGE 191

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND OCTOBER 28, 1991 AT 9:00 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M2401065

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.

RETURN TO:
THE FEDDER COMPANY
FEDDER MANAGEMENT CORP.--DOROTHEA
514 N. CRAIN HIGHWAY
GLEN BURNIE MD 21061

087C3053261

A 371392



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 2769 227

RECEIVED
STATE DEPT. OF
ASSESSMENTS & TAXATION
191 NOV 4 PM 2 58

AMENDMENT TO CERTIFICATE
OF
LIMITED PARTNERSHIP
OF
BESTGATE "900" LIMITED PARTNERSHIP

11/4/91 2:58

This Amendment to Certificate of Limited Partnership of Bestgate "900" Limited Partnership as received and approved for record by the State [of Maryland] Department of Assessments and Taxation on September 23, 1987 as Instrument I.D. Number 72668309 and recorded in Liber 2953 at Page 2461 in the Records of the said Department, is made this 29th. day of October, 1991.

Whereas Lilja A. Gabardini, a Limited Partner owning a 2% Limited Partnership interest in the Partnership, on March 9, 1989, assigned that interest to Peter C. Gabardini, Jr. by instrument of even date therewith, the original of which is spread on the books of the Partnership, and

Whereas the said Peter C. Gabardini, Jr. has now assigned the aforesaid 2% interest to Peter C. Gabardini, Jr., Inc., a Maryland Corporation, and

Whereas the said Lilja A. Gabardini was never substituted for as a Limited Partner in the Partnership notwithstanding her assignment, and

Whereas, Peter C. Gabardini, Jr., Inc., a Maryland Corporation, the Assignee of the aforesaid 2% Limited Partnership having agreed to all of the terms and conditions of the Limited Partnership Agreement and having provided the documentation and consents required thereby and pursuant thereto, has requested admission to the Partnership as a Substituted Limited Partner in the place and stead of the said Lilja A. Gabardini, and

Whereas Peter C. Gabardini, Jr. as the sole General Partner of the Limited Partnership, has consented to the admission of Peter C. Gabardini, Jr., Inc. as the substituted Limited Partner for Lilja A. Gabardini as evidenced by his signature hereon.

Now therefore this Certificate amends the original Certificate of Limited Partnership and the original Limited Partnership Agreement as follows:

1. Peter C. Gabardini, Jr., Inc., a Maryland Corporation, is admitted as a Limited Partner of Bestgate "900" Limited Partnership in substitution of the said Lilja A. Gabardini and does thereupon succeed to her 2% Limited Partnership interest, to the effect that the Limited Partnership interests as set out in Exhibits A and B of the original Certificate is amended to read as follows to wit:

L-44 OF 1248
DUCR AND McCARRON
2015 BY 8-22-88-8-2010
1121 AND, MARYLAND 80744
(301) 888-1200

FILED IN RECORD
CIRCUIT COURT BALTIMORE COUNTY

1992 FEB 21 PM 2:38

50
13098118

3371 1993

EXHIBIT "A"
BESTGATE "900" LIMITED PARTNERSHIP

GENERAL PARTNER

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage of Interest</u>
Peter C. Garbadini 910-F Bestgate Road Annapolis, Md. 21401	\$ 5,000.00	90%

EXHIBIT "B"

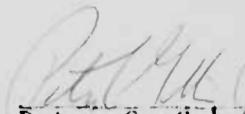
LIMITED PARTNERS

BESTGATE "900" LIMITED PARTNERSHIP

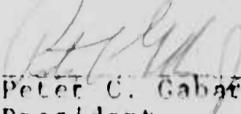
<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage of Interest</u>
Peter C. Gabardini, Jr., Inc. 910-F Bestgate Road Annapolis, Md. 21401	\$ 1,000.00	2%
Peter C. Gabardini, Jr. 910-F Bestgate Road Annapolis, Md. 21401	\$ 4,000.00	8%
	\$10,000.00	100%

All other of the terms and conditions of the original Limited Partnership Agreement and the original Certificate thereof shall otherwise remain in full force and effect and unaltered hereby.

IN WITNESS WHEREOF, this Amendment to the Certificate of Limited Partnership of Bestgate "900" Limited Partnership is executed this 28th. day of October, 1991 by the General Partner of the Limited Partnership and by the newly admitted Limited Partner.

 (SEAL)
Peter C. Gabardini, Jr.,
General Partner,

Peter C. Gabardini, Jr., Inc.,
Limited Partner,

by:  (SEAL)
Peter C. Gabardini, Jr.,
President

LAW OFFICES
CUNNINGHAM AND MCCARRON
11501 BURNING WOOD
ANNE ARD, MARYLAND 21414
(410) 293-2450

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 191

DOCUMENT CODE 20 WS BUSINESS CODE _____ COUNTY 52
M2418994 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____ Change of Name
61	_____	Rec. Fee (Arts. of Inc.)	_____ Change of Principal Office
62	_____	Rec. Fee (Amendment)	_____ Change of Resident Agent
63	_____	Rec. Fee (Merger or Consolidation)	_____ Change of Resident Agent Address
64	_____	Rec. Fee (Transfer)	_____ Resignation of Resident Agent
65	_____	Rec. Fee (Dissolution)	_____ Designation of Resident Agent and Resident Agent's Address
66	_____	Rec. Fee (Revival)	_____ Other Change _____
52	_____	Foreign Qualification	
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	
13	_____	_____ Certified Copy _____	
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Pete Gabandini</u>
71	_____	Financial	<u>910 C Bestgate Rd</u>
600	_____	_____ Personal	<u>Annapolis MD</u>
		Property Reports and late filing penalties	<u>21401</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 80

_____ Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: PA

3371 1985

CERTIFICATE OF AMENDMENT
OF
BESTGATE "900" LIMITED PARTNERSHIP

BOOK -- 14 PAGE 195

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 4, 1991 AT 2:58 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2418994

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.

RETURN TO:
PETE GABARDINI
910 C BESTGATE ROAD
ANNAPOLIS MD 21401

093C3050549

A 372072



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3371 1992

Partnership certificate
October 21, 1991

APPROVED FOR RECORD

11-7-91 at 2:33 pm.

RECEIVED
'91 NOV 7 PM 2 33
STATE DEPT. OF
ASSESSMENTS & TAXATION

SWS

CERTIFICATE OF LIMITED PARTNERSHIP
OF
L.B.P. PROPERTIES LIMITED PARTNERSHIP

THE CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as the "Certificate") is made this 22nd day of October, 1991, by PGP, INC., a Maryland corporation, as the General Partner of L.B.P. PROPERTIES LIMITED PARTNERSHIP.

EXPLANATORY STATEMENT

PGP, INC., desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1992 FEB 21 PM 2:38

1. The business of the partnership shall be conducted under the name "L.B.P. PROPERTIES LIMITED PARTNERSHIP."

2. The address of the principal office of the Partnership is 7935 Crain Highway, Crain Professional Building, Glen Burnie, Maryland 21061. The name and address of the resident agent of the Partnership are Karl Pick, 7935 Crain Highway, Crain Professional Building, Glen Burnie, Maryland 21061.

STATE DEPT. OF
ASSESSMENTS & TAXATION
'91 NOV 7 PM 2 27

(Handwritten initials)

RECEIVED

13128040

3. The name and business address of the General Partner are PGP, INC., 7935 Crain Highway, Crain Professional Building, Glen Burnie, Maryland 21061.

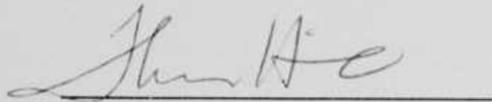
4. The latest date on which the Partnership shall be dissolved and its affairs wound up is upon the expiration of the term of the Partnership, December 31, 2025.

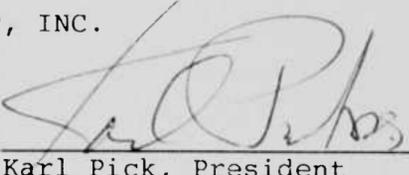
IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that its president has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

PGP, INC.



By:  (Seal)
Karl Pick, President

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 198

DOCUMENT CODE 052 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>045</u>
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: <u>Ted Hirsch, Esq.</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES 750.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

3373 1948

CERTIFICATE OF LIMITED PARTNERSHIP
OF
L.B.P. PROPERTIES LIMITED PARTNERSHIP

BOOK -- 14 PAGE 199

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 7, 1991 AT 2:33 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3318839

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.

RETURN TO:
NILES, BARTON & WILMER
ATTN: TED HIRSCH, ESQ.
111 SOUTH CALVERT ST. #1400
BALTIMORE MD 21202

098C3051111

A 372545



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3373 1845

APPROVED FOR RECORD

11/13/91 at 10:35 a.m.

CERTIFICATE OF LIMITED PARTNERSHIP

BOOK -- 1 PAGE 200

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 13th day of November, 1991, by the undersigned General Partner.

RECEIVED
NOV 10 1991
STATE DEPT. OF ASSESSMENTS & TAXATION

WITNESSETH:

The undersigned, Maryland Racing Ventures, Inc., a Maryland corporation, being the sole general partner of Maryland Racing Ventures Limited Partnership (the "Partnership"), hereby certifies 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.

1. Partnership Name. The name of the Partnership shall be:

"MARYLAND RACING VENTURES LIMITED PARTNERSHIP."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership in this State is 8202 Wellington Place, Jessup, Maryland 20794. The name and address of the resident agent of the Partnership in this State are Maryland Racing Ventures, Inc., a Maryland corporation, 8202 Wellington Place, Jessup, Maryland 20794.

3. Name and Address of General Partner. The name and business address of the sole general partner are Maryland Racing Ventures, Inc., a Maryland corporation, 8202 Wellington Place, Jessup, Maryland 20794.

4. Dissolution. The latest date upon which the Partnership is to dissolve is December 31, 1998, unless extended by the affirmative vote of the General Partner and a majority of the limited partnership interests.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed as of the date first written above.

GENERAL PARTNER:

MARYLAND RACING VENTURES, INC.

By: 
Steven B. Preller, President

1992 FEB 21 PM 2:38

STATE DEPARTMENT OF ASSESSMENTS & TAXATION

410

13178411

CONSENT TO USE OF PARTNERSHIP NAME

The undersigned, Maryland Racing Ventures, Inc., hereby consents to the organization of Maryland Racing Ventures Limited Partnership under such name as a limited partnership under the laws of the State of Maryland.

MARYLAND RACING VENTURES, INC.

By: 
Steven B. Preller, President

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 202

DOCUMENT CODE 05 WTS BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	_____
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	MAIL TO ADDRESS: _____
NA	_____	Foreign Corp. Registration	<u>Steven Preller</u>
87	_____	_____ Limited Part. Good Standing	<u>2 St. Paul St.</u>
71	_____	Financial	<u>Balt. MD 21202</u>
600	_____	_____ Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

TOTAL FEES 80

_____ Check _____ Cash

NOTE:

_____ Documents on _____ checks

APPROVED BY: HN

3377 1357

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARYLAND RACING VENTURES LIMITED PARTNERSHIP

BOOK -- 14 PAGE 203

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 13, 1991 AT 10:35 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3318490

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.

RETURN TO:
STEVEN PRELLER
7 ST. PAUL ST.
BALTIMORE

MD 21202

097C3051004

A 372454



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3373 1354

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT

11-14-91 244p

On January 29, 1987 an Agreement and Certificate of Limited Partnership of Lovell Regency Homes Limited Partnership, dated January 28, 1987, was filed with the State Department of Assessments and Taxation (the "Original Partnership Agreement"). The Original Partnership Agreement was amended on April 24, 1987, July 31, 1987, March 29, 1988, July 20, 1988, October 1, 1989 and May 7, 1990, and was amended and restated on November 7, 1991.

The Certificate of Limited Partnership of the Partnership is hereby amended and restated in its entirety to read as follows:

I. The name of the Partnership is "Lovell Regency Homes Limited Partnership."

II. The principal office in Maryland of the Partnership is c/o Regency Homes Corporation, 49 Old Solomon's Island Road, Suite 301, Annapolis, Maryland 21401. The resident agent of the Partnership is Jackson G. Kochen, 9030 Red Branch Road, Suite 200, Columbia, Maryland 21045.

III. The names and business addresses of the general partners are (i) Regency Homes Corporation, 49 Old Solomon's Island Road, Suite 301, Annapolis, Maryland 21401, and (ii) Lovell Homes Inc. (formerly named Lovell Homes (America) Inc.), 9030 Red Branch Road, Suite 200, Columbia, Maryland 21045.

IV. The latest date upon which the Partnership shall dissolve is December 31, 2037.

GENERAL PARTNER:
LOVELL HOMES INC.

13198232

Dated: November 7, 1991

By: Jackson G. Kochen, President
Jackson G. Kochen, President

1992 FEB 21 PM 2:38

171.Z005098:09/03/91
11336-41

RECEIVED
'91 NOV 14 PM 2 44
STATE DEPT. OF
ASSESSMENTS & TAXATION

(Handwritten initials)

3374 2178

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 205

DOCUMENT CODE 203.7 BUSINESS CODE _____ COUNTY 52
M2281236 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>048</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Virginia Adams</u>
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES # 50.00

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: sub

3374 2190

CERTIFICATE OF AMENDMENT
OF
LOVELL REGENCY HOMES LIMITED PARTNERSHIP

BOOK -- 14 PAGE 206

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 14, 1991 AT 2:44 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M2281236

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.

RETURN TO:
PIPER & MARBURY
VIRGINIA ADAMS
1100 CHARLES CENTER SOUTH
36 SOUTH CHARLES STREET
BALTIMORE MD 21201

100C3051435

A 372826



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

3374 2178

CERTIFICATE OF LIMITED PARTNERSHIP
OF
33 WEST LIMITED PARTNERSHIP
LIMITED PARTNERSHIP

DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 11th day of November, 1991, by Franklin Paulson, as the sole General Partner.

11-14-91 256

EXPLANATORY STATEMENT

Franklin Paulson, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "33 West Limited Partnership."

2. The purposes for which the Partnership is formed are as follows: (a) to purchase, own and develop the real property and improvements known as 29-31-33 West Street; and (b) to do any and all things necessary convenient or incidental to the foregoing.

3. The address of the principal office of the Partnership is 1919 West Street, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership are Franklin Paulson, 6817 Melody Lane, Bethesda, Maryland 20817.

4. The name and business address of the General Partner are: Franklin Paulson, 4420 Connecticut Avenue, N.W., Washington, D.C. 20008

5. The relations of the partners and the affairs of the Partnership shall be governed by the Act, together with a partnership agreement which may be amended from time to time as set forth therein.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2041.

F:\FJC\CL1\121275.CRT
October 28, 1991

1992 FEB 21 PM 2:38

RECEIVED
STATE DEPT. OF
ASSESSMENTS & TAXATION
NOV 14 1991 PM 2 56

90

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is his act, and further acknowledges, under penalties of perjury, to the best of his knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that he has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

George Washington
Franklin Paulson (SEAL)
Franklin Paulson

- GENERAL PARTNER -

RECEIVED
'91 NOV 14 PM 2 56
STATE DEPT. OF
ASSESSMENTS & TAXATION

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 11 PAGE 209

DOCUMENT CODE 0538 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>024</u>
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	<u>Francina J. Critzman</u>
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES \$ 58.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: DWS

3274 2698

CERTIFICATE OF LIMITED PARTNERSHIP
OF
33 WEST LIMITED PARTNERSHIP

BOOK -- 14 PAGE 210

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 14, 1991 AT 2:56 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3321379

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.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

101C3051483

A 372870



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

3374 2695

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARLTON LIMITED PARTNERSHIP

RECEIVED 8.19a

11-21-91

NOV 21 AM 8 19

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this
14th day of November, 1991, by the undersigned
general partner. The undersigned, constituting the sole
general partner of MARLTON LIMITED PARTNERSHIP, hereby
certifies that:

1. The name of the limited partnership is : MARLTON
LIMITED PARTNERSHIP.

2. The address of the principal office of the limited
partnership in the State of Maryland is 1662 Village Green,
Crofton, Maryland 21114.

3. The name and address of the resident agent of the
limited partnership in the State of Maryland is: Jeffrey V.
Caruso, 1662 Village Green, Crofton, Maryland 21114.

4. The latest data upon which the limited partnership
is to dissolve is December 31, 2091.

5. The name and business address of the sole general
partner is:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

6. The purposes and powers of the limited partnership,
the authority, powers and rights of the general and limited
partners, the several interests of the general and limited
partners, and other matters affecting the organization,
management and termination of the limited partnership, and
its business and affairs, shall be governed by the terms,
provisions and conditions of the Marlton Limited Partnership
Agreement of Limited Partnership dated November 14th,
1991, as the same may be amended or modified from time to
time.

7. The partnership interest of each general and limited
partner and any agreement or certificate evidencing such
partnership interest shall be stamped or otherwise imprinted
with a conspicuous legend of substantially the following
form:

1992 FEB 21 PM 2:38

RECEIVED
STATE DEPARTMENT OF ASSESSMENTS
CROFTON, MARYLAND

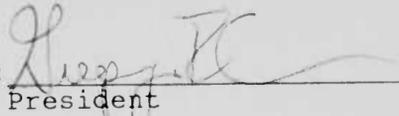
510

13255319

"The securities represented by this Agreement 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."

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 14th day of November, 1991.

Caruso Homes, Inc.,
General Partner

By: 
President

TO THE FILING OFFICER: After this instrument has been recorded, please mail it to:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>50</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>5</u>	Certified Copy <u>2p</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	

76 _____ Certificate of Merger/Transfer

75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Carson Homes, Inc</u>
71	_____	Financial	<u>1462 Village Green</u>
600	_____	Property Reports and late filing penalties	<u>Crofton Md 21114</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 108

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

CERTIFIED COPY MADE

3379 1451

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARLTON LIMITED PARTNERSHIP

BOOK -- 14 PAGE 211

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 21, 1991 AT 8:19 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

S. _____

RECORDING
FEE PAID:

S. 50.00

SPECIAL
FEE PAID:

S. _____

M3323748

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.

RETURN TO:
CARUSO HOMES, INC.
1662 VILLAGE GREEN
CROFTON

MD 21114

103C3051869

A 373113



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

3375 1448

CERTIFICATE OF CANCELLATION OF LIMITED PARTNERSHIP

Preliminary Statement

AAMRI Limited Partnership

11/27/91 9:59

The following is the Certificate of Cancellation of Limited Partnership of AAMRI Limited Partnership (the "Partnership") executed this 17th day of October, 1991 by the undersigned, the General Partner of the Partnership. The effective date of this Certificate of Cancellation of Limited Partnership shall be the date of its filing for record with the Maryland State Department of Assessments and Taxation.

NOW, THEREFORE the undersigned General Partner certifies:

1. Name. The name of the Partnership is AAMRI Limited Partnership.
2. Certificate of Limited Partnership. The initial Certificate of Limited Partnership for AAMRI Limited Partnership was filed with the State Department of Assessments and Taxation on April 1, 1985.

3. Certificate of Amendment of Limited Partnership.
 A Certificate of Amendment of AAMRI Limited Partnership was filed with the State Department of Assessments and Taxation December 30, 1985.

4. Reason for Filing Certificate of Cancellation.
 This Certificate of Cancellation of Limited Partnership is filed by reason of the dissolution and the completion of winding up of the AAMRI Limited Partnership. The Partnership

RECEIVED
STATE DEPT. OF ASSESSMENTS & TAXATION
1991 OCT 26 9 59 AM

RECEIVED
STATE DEPT. OF ASSESSMENTS & TAXATION
1991 NOV 27 9 59 AM

1992 MAY 19 PM 4:20

(Handwritten initials)

13318373

3377 1088



was dissolved upon and by reason of the withdrawal of the General Partner of AAMRI Limited Partnership, Anne Arundel MRI, Inc. which ceased to exist as a separate corporate entity after its merger into an affiliated entity on October 1, 1991.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate of Cancellation on this 17th day of October, 1991.

ATTEST:

GENERAL PARTNER:

ANNE ARUNDEL MRI, INC.

By: *Carolyn Core*
Carolyn Core,
Chief Executive Officer

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 21 MA BUSINESS CODE _____ COUNTY 52
M1910447 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>2</u>	<u>1</u> Certified Copy <u>1</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>063</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	<u>Jessica Carter</u>
85	<u>50</u>	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES _____
57 Check _____ Cash

Documents on _____ checks

APPROVED BY: A

NOTE: copy made

3377 1090

CERTIFICATE OF CANCELLATION
OF
AAMRI LIMITED PARTNERSHIP

BOOK 14 PAGE 217-A

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 27, 1991 AT 9:59 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M1910447

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
JESSICA CARTER
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

109C3050136

A 373789



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

3377 1087

11-25-91 8:47a

FIRST AMENDMENT
BELVOIR LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP

This First Amendment is made this 25th day of June,
1991, by and between Caruso Homes, Inc. ("General Partner")
and R. V. Caruso, Inc. ("Limited Partner").

Recitations

1. The General Partner and the Limited Partner
entered into an Agreement and Certificate of Limited
Partnership ("Partnership Agreement") dated August 4, 1988,
thereby forming Belvoir Limited Partnership ("Partnership").

2. The General Partner and the Limited Partner
desire to amend the Partnership Agreement as set forth
herein.

NOW, THEREFORE, the General Partner and the Limited
Partner agree as follows:

1. Section 5 of the Partnership Agreement is hereby
amended so that, effective January 1, 1991, profits and
losses shall be allocated 10% to the General Partner and 90%
to the Limited Partner, unless otherwise required by
applicable Treasury Department regulations.

2. Effective January 1, 1991, Section 4 of the
Partnership Agreement is amended to provide as follows:

a. Any additional capital required by the
Partnership shall be contributed 10% by the General Partner
and 90% by the Limited Partner.

1992 MAY 19 PM 4:20

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

1991 JUN 25 AM 8:47

13298497

SW

3377 1277

b. In the event that the General Partner, or its stockholders, or the Limited Partner, or its stockholder, is required to make payment on any guaranty entered into on or after the date of this Amendment, as between the General Partner and its stockholders, and the Limited Partner, and its stockholder, the ultimate liability (i.e., after taking into account rights of subrogation and indemnity) under the guaranty shall be divided between the General Partner, or its stockholders, and the Limited Partner, or its stockholder, in the proportions of 10:90, respectively.

c. In the event that the General Partner, or its stockholders, or the Limited Partner, or its stockholder, is required to make payment on any guaranty entered into prior to the date of this Amendment, as between the General Partner, and its stockholders, and the Limited Partner, and its stockholder, the ultimate liability (i.e., after taking into account rights of subrogation and indemnity) under the guaranty shall be divided between the General Partner, or its stockholders, and the Limited Partner, or its stockholder, in the following proportions:

(i) If at the time of payment of the guaranty, both the General Partner and the Limited Partner have positive capital accounts, then 10% by the General Partner, or its stockholders, and 90% by the Limited Partner, or its stockholder.

(ii) If at the time of payment of the guaranty, both the General Partner and the Limited Partner have negative capital accounts, then in the same proportions that the General Partner's and Limited Partner's negative capital accounts bear to each other immediately prior to the payment.

3. This Amendment shall be effective in all respects as of January 1, 1991.

IN WITNESS WHEREOF, the undersigned Partners have executed this Amendment on the day and year first above written.

GENERAL PARTNER:

CARUSO HOMES, INC.

By: Gregory R. Caruso

Gregory R. Caruso,
President

LIMITED PARTNER:

R. V. CARUSO, INC.

By: Richard V. Caruso

Richard V. Caruso,
President

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 14 PAGE 221

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52

M2611101 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>50</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>9</u>	<u>1</u> Certified Copy <u>3</u>	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	

76 _____ Certificate of Merger/Transfer

75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Caruso-Haynes, Inc.</u>
71	_____	Financial	<u>11662 Village Green</u>
600	_____	_____ Personal	<u>Crofton, Md. 21114</u>
	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 109.00

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: asb

CERTIFIED COPY MADE

3377 1280

CERTIFICATE OF AMENDMENT
OF
BELVOIR LIMITED PARTNERSHIP

BOOK -- 14 PAGE 222

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND NOVEMBER 25, 1991 AT 8:47 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

S _____

S 50.00

S _____

M2611101

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.

RETURN TO:
CARUSO HOMES, INC.
1662 VILLAGE GREEN
CROFTON

MD 21114

10903050176

A 373823



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

3377 1276

**MWML LIMITED PARTNERSHIP
CERTIFICATE OF LIMITED PARTNERSHIP**

APPROVED FOR RECORD
12/20/91 at 12:50 p.m.

THE UNDERSIGNED, MWML, Inc., General Partner, having formed a Limited Partnership and being all of the general partners thereof, do hereby certify:

1992 MAY 19 PM 4:20

(1) The name of the limited partnership is:

MWML Limited Partnership

(2) The principal office of the Limited Partnership in Maryland is Suite 9, Clock Tower Place, 1410 Forest Drive, Annapolis, Maryland 21403, and the name and address of the resident agent of the Partnership are Nicholas G. Manis, Suite 9, Clock Tower Place, 1410 Forest Drive, Annapolis, Maryland 21403.

(3) The name and business, residence or mailing address of the only General Partner are as follows:

<u>Name</u>	<u>Home or Business Address</u>	<u>Status</u>
MWML, Inc.	Suite 9, Clock Tower Place 1410 Forest Drive Annapolis, MD 21403	General Partner

(4) The latest date upon which the Partnership is to dissolve is December 31, 2021.

IN WITNESS WHEREOF, the General Partner of the Partnership has executed this Certificate of Limited Partnership this 20th day of December, 1991.

WITNESS:

GENERAL PARTNER(S):
MWML, Inc.

Kelly Banne

By: *David L. Wright* (SEAL)
David L. Wright, President

13578390

RECEIVED
STATE DEPT. OF ASSESSMENTS & TAXATION
191 DEC 20 PM 12:50

RECEIVED
STATE DEPT. OF ASSESSMENTS & TAXATION
91 DEC 20 PM 12:50

(SLU)

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK -- 1 PAGE 221

DOCUMENT CODE 05^{mr} BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>063</u>
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: <u>Shah Schuman</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	
71	_____	Financial _____ Personal	
600	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 50

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: WLS

3283 0707

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MWML LIMITED PARTNERSHIP

BOOK -- 14 PAGE 225

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 20, 1991 AT 12:50 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3342094

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
LEAH SCHUMAN
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

126C3052181

A 375698



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

3283 0705

Book 14
Pg. 225

Amendment To Agreement

This Amendment To Agreement made this 10th day of April 1992 by and between John A. Zoellner, Frances M. Zoellner and Eric A. Zoellner.

WITNESSETH:

WHEREAS, John A. Zoellner, Frances M. Zoellner and Eric A. Zoellner entered into an Agreement dated November 21, 1988 regarding the formation of a partnership under the name of Mount Chase Associates; and

WHEREAS, John A. Zoellner and Frances M. Zoellner, husband and wife, are desirous of changing the title of their partnership interest which was erroneously titled "John Arthur and Frances Mildred Zoellner" to "John A. Zoellner, Individually" retroactive to November 21, 1988; and

WHEREAS, the parties are desirous of further amending said Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto hereby agree as follows:

I. Paragraph No. 3 of the Agreement entitled "Capital" shall be deleted in its entirety and replaced as follows:

3. Capital. The Partners have made the following original contribution to the capital of the Partnership:

Partner No. 1 John A. Zoellner, Individually	\$100.00
Partner No. 2 Eric A. Zoellner, Individually	\$100.00

The Partners may make additional contributions to the capital of the Partnership as necessary.

RECORD FEE 24.00
RL PROF 2.00

II. Paragraph No. 4 of the Agreement entitled "Executive Secretary" shall be deleted in its entirety and replaced as follows:

4. Executive Secretary. The Executive Secretary of the Partnership shall be designated on a rotating basis by unanimous consent of the Partners. The Executive Secretary shall have possession of the books and records of the Partnership and shall perform the necessary ministerial functions of the Partnership.

RECORD FEE .50
MAY 10 1992 11:45 AM
04/10/92
ROSE
COURT

III. Paragraph No. 5 of the Agreement entitled "Meetings" shall be deleted in its entirety and replaced as follows:

5. Meetings. Meetings of the Partnership shall be held as determined by the Partnership. Notice of the time and the place of each regular meeting shall be given to each Partner at least one (1) week prior to such meeting.

IV. Paragraph No. 6 of the Agreement entitled "Capital Accounts" shall be deleted in its entirety and replaced as follows:

6. Capital Accounts. An individual capital account shall be maintained appropriately for each Partner.

29 2 4 1 510

- V. Paragraph No. 7 of the Agreement entitled "Partnership Interests and Sharing of Profits and Losses" shall be deleted in its entirety and replaced as follows:

7. Partnership Interests and Sharing of Profits and Losses. The percentage interest of each Partner in the Partnership and their respective share of the net profits and net losses of the Partnership shall be as follows:

<u>Partner</u>	<u>Percentage</u>
Partner No.1- John A. Zoellner, Individually	50.00%
Partner No.2- Eric A. Zoellner, Individually	50.00%
Total	100.00%

- VI. Paragraph No. 8 of the Agreement entitled "Books and Records" shall be deleted in its entirety and replaced as follows:

8. Books and Records. Adequate accounting records of the Partnership business shall be appropriately kept.

- VII. Paragraph No. 9 of the Agreement entitled "Management" shall be deleted in its entirety and replaced as follows:

9. Management. The duty of managing Partner shall be rotated among the Partners. Each Partner shall have the ability to sign checks and execute documents on behalf of the Partnership, however, the purchase and/or sale of any Partnership assets and any expenditures over Two Thousand Dollars and 00/100 (\$2,000.00), with the exception of regular interval financial payments, shall require the unanimous consent of all Partners.

- VIII. Paragraph No. 11 of the Agreement entitled "Additional Partners" shall be deleted in its entirety and replaced as follows:

11. Additional Partners. With the unanimous consent of all Partners, additional partners may be admitted effective as of an appropriate date.

- IX. Paragraph No. 12 of the Agreement entitled "Withdrawal" shall be deleted in its entirety and replaced as follows:

12. Withdrawal. No Partner may withdraw from the Partnership until such time as a Partnership asset is sold, at which time, the Partner must give notice to all other Partners, but such withdrawal shall not be effective until (i) the first valuation date following the giving of such notice and (ii) the sale of a Partnership asset, unless an earlier effective date is established by agreement between the withdrawing Partner and other Partners. Within ten (10) days after the effective date of withdrawal, the other Partners shall have the option, on behalf of the Partnership or on their own proportionate behalf, to purchase the capital account (and resulting partnership interest) of the withdrawing Partner by paying the withdrawing Partner in cash the amount of his capital account as of the effective date of withdrawal less all necessary expenses, not exceeding five percent (5%) of the amount of such capital account, incurred in connection with such withdrawal. If the other Partners elect to purchase the capital account of the withdrawing Partner they shall have sixty (60) business days to make arrangements to do so before they must pay the withdrawing Partner for his capital account.

If the other Partners do not exercise such option to purchase, the Partnership shall be terminated and liquidated in accordance with the provisions of Paragraph 15 of this Amendment To Agreement.

- X. Paragraph No. 13 of the Agreement entitled "Death" shall be deleted in its entirety and replaced as follows:

13. Death. In the event of the death of a Partner, his capital account (and resulting partnership interest) shall vest in his heirs, until such time as a Partnership asset is sold, at which time, the other Partners shall have the option on behalf of the Partnership or on their own proportionate behalf to purchase the capital account of the deceased Partner by paying the estate or heirs of the deceased Partner in cash the amount of his capital account as of the first valuation date following said asset sale less all necessary expenses, not exceeding five percent (5%) of the amount of such capital account, incurred in connection with such withdrawal. The cash so set apart shall be paid to the estate or heirs of the deceased Partner within sixty (60) days of the election to so purchase by the other Partners. If (i) the other Partners do not exercise such option to purchase, and (ii) the heirs of the deceased Partner desire to withdraw from the Partnership, the Partnership shall be terminated and liquidated in accordance with the provisions of Paragraph 15 of this Amendment to Agreement. If (i) the other Partners do not exercise such option to purchase, and (ii) the heirs of the deceased Partner do not desire to withdraw from the Partnership, the Partnership shall continue subject to the terms of this Amendment To Agreement.

- XI. Paragraph No. 14 of the Agreement entitled "Continuation" shall be deleted in its entirety and replaced as follows:

14. Continuation. If the capital account of a withdrawing Partner or a deceased Partner is purchased in accordance with an option to purchase granted under the provisions of Paragraph 12 or 13 of this Amendment To Agreement, the Partnership business shall not terminate but continue, as of the effective date of withdrawal, after an appropriate adjustment is made in the capital accounts of the remaining or surviving Partners, as the case may be, in accordance with the provisions of this Amendment To Agreement.

- XII. Paragraph No. 15 of the Agreement entitled "Liquidation" shall be deleted in its entirety and replaced as follows:

15. Liquidation. The Partnership may be dissolved and terminated upon the vote or agreement of Partners who own a majority in amount of total capital accounts of all Partners. The Partnership shall be dissolved and terminated upon either (i) the failure of the remaining Partners to exercise an option to purchase the capital account of a withdrawing Partner granted under Paragraph 12 of this Amendment to Agreement, or (ii) the desire of the estate or heirs of a deceased Partner to withdraw from the Partnership and the failure of the surviving Partners to exercise an option to purchase the capital account of a deceased Partner granted under Paragraph 13 of this Amendment to Agreement. Upon any such dissolution and termination, the Partners shall promptly

liquidate the affairs of the Partnership by discharging all debts and liabilities of the Partnership and by distributing all remaining assets, in cash or in kind or partly in kind, to the Partners or their representatives in the ratios of their respective capital accounts on the date of dissolution and termination.

XIII. Paragraph No. 17 of the Agreement entitled "General" shall be deleted in its entirety and replaced as follows:

17. General.

17.01. The sale or other transfer by a Partner, whether inter vivos or by will, of his Partnership interest to his or her spouse or descendent, or to a trust of which any of the said persons are beneficiaries, shall not be subject to the prior right of the Partners to purchase and shall not require the consent of the Partners.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment To Agreement as of the day and year first above written.

Witness Christa M. Shiff

John A. Zoellner
John A. Zoellner

Witness Christa M. Shiff

Frances M. Zoellner
Frances M. Zoellner

PARTNER NO. 1:

Witness Christa M. Shiff

John A. Zoellner
John A. Zoellner
Individually

PARTNER NO. 2:

Witness Christa M. Shiff

Eric A. Zoellner
Eric A. Zoellner
Individually

file: mcaamend.001/a/

Mail directly to:

Mount Chase Associates
P.O. Box 547
Arnold, Maryland 21012

NOTICE OF CHANGE OF RESIDENT AGENT,
RESIDENT AGENT ADDRESS AND PRINCIPAL OFFICE ADDRESS

Svatos Brandon Woods Limited Partnership

RECEIVED
 91 DEC 23 PM 2 40
 STATE DEPT. OF ASSESSMENTS & TAXATION

I, Joseph G. Svatos, President of The Svatos Company, a General Partner of Svatos Brandon Woods Limited Partnership, a Maryland limited partnership, state that the resident agent of Svatos Brandon Woods Limited Partnership has been changed from Corporation Trust Incorporated whose address is 32 South Street, Baltimore, Maryland 21202 to The Svatos Company, a Maryland corporation, whose address is 7223 Parkway Drive, Hanover, Maryland 21076.

I further state that the address of the principal office of Svatos Brandon Woods Limited Partnership is changed to 7223 Parkway Drive, Hanover, Maryland 21076.

The Svatos Company, General Partner

Joseph G. Svatos

 Joseph G. Svatos, President

December 12, 1991

957/BLUSEC86

1992 JUL 23 AM 11:26

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

APPROVED FOR RECORD

12-23-91 at 2:40 P.m.

(SIO)

3385 0953

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE _____ BUSINESS CODE _____ COUNTY 52
M3072006 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	Change of Name
65	_____	Rec. Fee (Dissolution)	XXXXXX Change of Principal Office
66	_____	Rec. Fee (Revival)	XXXXXX Change of Resident Agent
52	_____	Foreign Qualification	XXXXXX Change of Resident Agent
50	_____	Cert. of Qual. or Reg.	Address
51	_____	Foreign Name Registration	Resignation of Resident Agent
13	_____	Certified Copy	Designation of Resident Agent
56	_____	Penalty	and Resident Agent's Address
54	_____	For. Supplemental Cert.	Other Change _____
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>063</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Leah R. Schuman</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
67	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	Property Reports and late filing penalties	Personal _____
70	\$10.00	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES \$10.00

1 Check _____ Cash

NOTE:

16 Documents on 1 checks

APPROVED BY: RMC

3395 0954

CHANGE OF RESIDENT AGENT & ADDRESS AND PRINCIPAL OFFICE
OF
SVATOS BRANDON WOODS ASSOCIATES LIMITED
PARTERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 23, 1991 AT 2:40 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 10.00

SPECIAL
FEE PAID:

\$ _____

M3072006

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

131C3050577

A 377010



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

3385 0852

NOTICE OF CHANGE OF RESIDENT AGENT,
RESIDENT AGENT ADDRESS AND PRINCIPAL OFFICE ADDRESS

Svatos Parkway Associates Limited Partnership

I, Joseph G. Svatos, President of The Svatos Company,
a General Partner of Svatos Parkway Associates Limited
Partnership, a Maryland limited partnership, state that the
resident agent of Svatos Parkway Associates Limited Partnership
has been changed from Corporation Trust Incorporated whose
address is 32 South Street, Baltimore, Maryland 21202 to The
Svatos Company, a Maryland corporation, whose address is 7223
Parkway Drive, Hanover, Maryland 21076.

I further state that the address of the principal
office of Svatos Parkway Associates Limited Partnership is
changed to 7223 Parkway Drive, Hanover, Maryland 21076.

The Svatos Company, General Partner

Joseph G. Svatos
Joseph G. Svatos, President

December 12, 1991

957/BLUSEC90

1992 JUL 23 AM 11:26

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

12-23-91 at 2:40 P.M.

RECEIVED
1991 DEC 23 PM 2 40
STATE DEPT. OF
ASSESSMENTS & TAXATION

3395 0956

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 234

DOCUMENT CODE _____ BUSINESS CODE _____ COUNTY 52
M3212291 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	XXXXX Change of Principal Office
66	_____	Rec. Fee (Revival)	XXXXX Change of Resident Agent
52	_____	Foreign Qualification	XXXXX Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	Code <u>063</u>
75	_____	Special Fee	ATTENTION: <u>Leah R. Schuman</u>
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	MAIL TO ADDRESS: _____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and late filing penalties	_____
70	\$10.00	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

TOTAL FEES \$10.00

1 Check _____ Cash

NOTE:

16 Documents on 1 checks

APPROVED BY: RMC

2389 0957

CHANGE OF RESIDENT AGENT & ADDRESS AND PRINCIPAL OFFICE
OF
SVATOS PARKWAY ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 23, 1991 AT 2:40 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 10.00

SPECIAL
FEE PAID:

\$ _____

M3272291

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

131C3050578

A 377011



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3385 0955

NOTICE OF CHANGE OF RESIDENT AGENT,
RESIDENT AGENT ADDRESS AND PRINCIPAL OFFICE ADDRESS

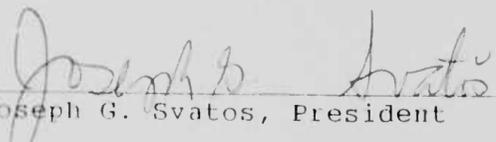
Svatos Newington Limited Partnership

BOOK 11 PAGE 236

I, Joseph G. Svatos, President of The Svatos Company, a General Partner of Svatos Newington Limited Partnership, a Maryland limited partnership, state that the resident agent of Svatos Newington Limited Partnership has been changed from Corporation Trust Incorporated whose address is 32 South Street, Baltimore, Maryland 21202 to The Svatos Company, a Maryland corporation, whose address is 7223 Parkway Drive, Hanover, Maryland 21076.

I further state that the address of the principal office of Svatos Newington Limited Partnership is changed to 7223 Parkway Drive, Hanover, Maryland 21076.

The Svatos Company, General Partner


Joseph G. Svatos, President

December 12, 1991

957/BLUSEC89

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

12-23-91 at 2:40 P.M.

RECEIVED
91 DEC 23 PM 2 40
STATE DEPT. OF
ASSESSMENTS & TAXATION

3385 0959

1992 JUL 23 AM 11:26



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 237

DOCUMENT CODE _____ BUSINESS CODE _____ COUNTY 52
M2840791 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	XXXXXX Change of Principal Office
66	_____	Rec. Fee (Revival)	XXXXXX Change of Resident Agent
52	_____	Foreign Qualification	XXXXXX Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	_____ Resignation of Resident Agent
13	_____	_____ Certified Copy	_____ Designation of Resident Agent and Resident Agent's Address
56	_____	Penalty	_____ Other Change _____
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>063</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Leah R. Schuman</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	\$10.00	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES \$10.00

1 Check _____ Cash

NOTE:

16 Documents on 1 checks

APPROVED BY: RMC

3385 0960

CHANGE OF RESIDENT AGENT & ADDRESS AND PRINCIPAL OFFICE
OF
SVATOS NEWINGTON LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 23, 1991 AT 2:40 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 10.00

SPECIAL
FEE PAID:

\$ _____

M2840791

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

131C3050579

A 377012



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

3385 0858

NOTICE OF CHANGE OF RESIDENT AGENT,
RESIDENT AGENT ADDRESS AND PRINCIPAL OFFICE ADDRESS

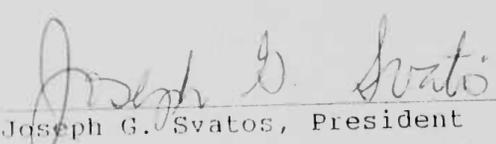
Svatos Spectrum Associates Limited Partnership

BOOK 14 PAGE 239

I, Joseph G. Svatos, President of The Svatos Company,
a General Partner of Svatos Spectrum Associates Limited
Partnership, a Maryland limited partnership, state that the
resident agent of Svatos Spectrum Associates Limited
Partnership has been changed from Corporation Trust
Incorporated whose address is 32 South Street, Baltimore,
Maryland 21202 to The Svatos Company, a Maryland corporation,
whose address is 7223 Parkway Drive, Hanover, Maryland 21076.

I further state that the address of the principal
office of Svatos Spectrum Associates Limited Partnership is
changed to 7223 Parkway Drive, Hanover, Maryland 21076.

The Svatos Company, General Partner


Joseph G. Svatos, President

December 12, 1991

957/BLUSEC91

1992 JUL 23 AM 11:26

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

12-23-91 at 2:40 P.M.

RECEIVED
91 DEC 23 PM 2 40
STATE DEPT. OF
ASSESSMENTS & TAXATION

3385 0362

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 210

DOCUMENT CODE _____ BUSINESS CODE _____ COUNTY 52

M3063062 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	Change of Name
65	_____	Rec. Fee (Dissolution)	XXXXXX Change of Principal Office
66	_____	Rec. Fee (Revival)	XXXXXX Change of Resident Agent
52	_____	Foreign Qualification	XXXXXX Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	Resignation of Resident Agent
51	_____	Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>063</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Leah R. Schuman</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
70	\$10.00	Property Reports and late filing penalties	
91	_____	Change of P.O., R.A. or R.A.A.	
	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES \$10.00

1 Check _____ Cash

NOTE:

16 Documents on 1 checks

APPROVED BY: RMC

3385 0953

CHANGE OF RESIDENT AGENT & ADDRESS AND PRINCIPAL OFFICE
OF
SVATOS SPECTRUM ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 23, 1991 AT 2:40 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

S _____

S 10.00

S _____

M3063062

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

131C3050580

A 377013



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

7395 0961

NOTICE OF CHANGE OF RESIDENT AGENT,
RESIDENT AGENT ADDRESS AND PRINCIPAL OFFICE ADDRESS

Svatos Collington Associates Limited Partnership

BOOK 14 PAGE 242

I, Joseph G. Svatos, President of The Svatos Company,
a General Partner of Svatos Collington Associates Limited
Partnership, a Maryland limited partnership, state that the
resident agent of Svatos Collington Associates Limited
Partnership has been changed from Corporation Trust
Incorporated whose address is 32 South Street, Baltimore,
Maryland 21202 to The Svatos Company, a Maryland corporation,
whose address is 7223 Parkway Drive, Hanover, Maryland 21076.

I further state that the address of the principal
office of Svatos Collington Associates Limited Partnership is
changed to 7223 Parkway Drive, Hanover, Maryland 21076.

The Svatos Company, General Partner

Joseph G. Svatos

Joseph G. Svatos, President

December 12, 1991

957/BLUSEC87

1992 JUL 23 AM 11:26

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

12-23-91 at 2:40 P.M.

91 DEC 23 PM 2 40
RECEIVED
STATE DEPT. OF
ASSESSMENTS & TAXATION

3795 0965

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 243

DOCUMENT CODE _____ BUSINESS CODE _____ COUNTY 52
M2925063 _____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	XXXXX Change of Principal Office
66	_____	Rec. Fee (Revival)	XXXXX Change of Resident Agent
52	_____	Foreign Qualification	XXXXX Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	_____ Resignation of Resident Agent
13	_____	_____ Certified Copy _____	_____ Designation of Resident Agent and Resident Agent's Address
56	_____	Penalty	_____ Other Change _____
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>063</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Leah R. Schuman</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	\$10.00	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES \$10.00

1 Check _____ Cash

NOTE:

16 Documents on 1 checks

APPROVED BY: RMC

3385 0866

CHANGE OF RESIDENT AGENT & ADDRESS AND PRINCIPAL OFFICE
OF
SVATOS COLLINGTON ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 23, 1991 AT 2:40 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 10.00

\$ _____

M2925063

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

131C3050581

A 377014



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

3785 0964

NOTICE OF CHANGE OF RESIDENT AGENT,
RESIDENT AGENT ADDRESS AND PRINCIPAL OFFICE ADDRESS

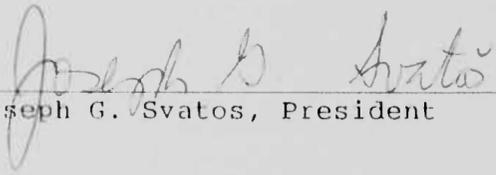
Svatos Ridge Limited Partnership

BOOK 14 PAGE 245

I, Joseph G. Svatos, President of The Svatos Company, a General Partner of Svatos Ridge Limited Partnership, a Maryland limited partnership, state that the resident agent of Svatos Ridge Limited Partnership has been changed from Corporation Trust Incorporated whose address is 32 South Street, Baltimore, Maryland 21202 to The Svatos Company, a Maryland corporation, whose address is 7223 Parkway Drive, Hanover, Maryland 21076.

I further state that the address of the principal office of Svatos Ridge Limited Partnership is changed to 7223 Parkway Drive, Hanover, Maryland 21076.

The Svatos Company, General Partner


Joseph G. Svatos, President

December 12, 1991

957/BLUSEC85

1992 JUL 23 AM 11:26

STATE DEPARTMENT OF REVENUE
AND TAXATION

APPROVED FOR RECORD

12-23-91 at 2:40 P.m.

3385 0968

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 246

DOCUMENT CODE _____ BUSINESS CODE _____ COUNTY 52

M2840689 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	XXXXX Change of Principal Office
66	_____	Rec. Fee (Revival)	XXXXX Change of Resident Agent
52	_____	Foreign Qualification	XXXXX Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	
51	_____	Foreign Name Registration	_____ Resignation of Resident Agent
13	_____	_____ Certified Copy _____	_____ Designation of Resident Agent and Resident Agent's Address
56	_____	Penalty	_____ Other Change _____
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code 063 _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: Leah R. Schuman _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	\$10.00	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES \$10.00

1 Check _____ Cash

NOTE:

16 Documents on 1 checks

APPROVED BY: RMC

3385 0868

CHANGE OF RESIDENT AGENT & ADDRESS AND PRINCIPAL OFFICE
OF
SVATOS RIDGE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 23, 1991 AT 2:40 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 10.00

SPECIAL
FEE PAID:

\$ _____

M2890689

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.

RETURN TO:
VENABLE, BAETJER & HOWARD
2 HOPKINS PLAZA
1800 MERCANTILE BANK & TRUST BLDG
BALTIMORE MD 21201

131C3050582

A 377015



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

3385 0967

STATE DEPARTMENT OF COMMERCE

APPROVED FOR RECORD

12/24/91 at 8:39 p.

CERTIFICATE OF FORMATION OF LIMITED PARTNERSHIP

The undersigned, desiring to form a limited Partnership under the Uniform Limited Partnership Act of the State of Maryland, make this certificate for that purpose.

§ 1. **Name.** The name of the Partnership shall be: "ROJO-ACES LIMITED PARTNERSHIP".

§ 2. **Purpose.** The purpose for which the Partnership is organized is to conduct any lawful business in which the Partnership chooses to engage or participate.

§ 3. **Location.** The location of the Partnership's principal place of business is:

c/o: FOREIGN TRADE ZONE #73
Cargo Bldg. A, Door #1
P.O. Box 28673
BWI Airport, MD 21240

§ 4. **Partners.** The names and places of residence of the general and limited Partners are:

ALL CARGO EXPEDITING SERVICES, INC. General Partner
c/o: FOREIGN TRADE ZONE #73
P. O. Box 28673
BWI Airport, MD 21240

ROBERT J. SCHOTT Limited Partner
10767 Deborah Drive and resident agent
Potomac, MD 20854

JOANNE PERLMAN Limited Partner
10767 Deborah Drive
Potomac, MD 20854

§ 5. **Term.** The term for which the Partnership is to exist is indefinite.

§ 6. **Initial Contributions of Limited Partners.** The amount of cash contributed by each Limited Partner is as follows:

ROBERT J. SCHOTT.....\$100.00
JOANNE PERLMAN.....\$100.00

13588183

§ 7. **Additional Contributions of Partners.** No Partner shall be required to contribute to the capital of this Partnership. Any Partner who shall make a contribution shall be deemed to have made a loan to such Partnership which loan shall bear interest at an annual rate of (15%) fifteen percent, which principal and interest shall have priority over any and all other sums owed to or payable to the Partners.

§ 8. **Return of Contributions to Each Limited Partner.** The contribution of each Limited Partner is to be returned to him/her as may from time to time be determined by the General Partner.

§ 9. **Compensation.** The General Partner may pay compensation to any Partner as deemed reasonable by the General Partner.

1991 DEC 12 A 9

72

1992 JUL 23 AM 11:26

1991 DEC 24 A 8:39

50

[Redacted]

3384 0261

§ 10. Profits/Losses. The Limited Partners shall receive the following percentages of the net profits earned and tax benefits of any losses incurred by the Partnership:

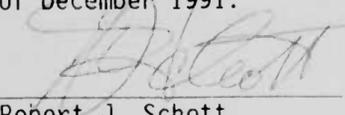
ROBERT J. SCHOTT.....50%
JOANNE PERLMAN.....50%

§ 11. Dissolution. The partnership shall be dissolved and its affairs wound up upon the happening of any of the following:

- a. Unanimous agreement by all members, or on 31 December 2091.
- b. Dissolution, bankruptcy or insolvency of the General Partner.
- c. Any event which, in the opinion of the Partners, prevents the partnership from carrying on its ordinary business.

§ 12. Continuation of Business. Notwithstanding any event of dissolution, the remaining members of the Partnership may continue the business of the Partnership without liquidation of the Partnership by electing a successor or replacement General Partner within 90 days from the event which causes the dissolution.

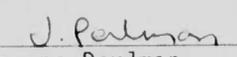
In WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of December 1991.

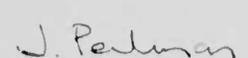

 Robert J. Schott
 President
 ALL CARGO EXPEDITING SERVICES, INC.
 General Partner

I, Joanne Perlman, certify that I am the Secretary/Treasurer of ALL CARGO EXPEDITING SERVICES, INC., organized under the laws of the State of Virginia; that Robert J. Schott, who signed this Certificate of Formation on behalf of the donor, is the President of said corporation; and that said Certificate of Formation was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the 15th day of September 1991, now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation.

73

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation, at the City of Potomac, MD, this 6th day of December 1991.

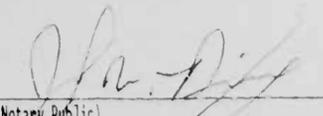

 Joanne Perlman
 Secretary/Treasurer


 JOANNE PERLMAN
 Limited Partner


 ROBERT J. SCHOTT
 Limited Partner

CITY Chantilly }
 COUNTY Loudoun } SS:
 STATE Virginia }

On this 6th day of December 1991, personally appeared before me: ROBERT J. SCHOTT and JOANNE PERLMAN both residing at: 10767 Deborah Drive / Potomac, MD 20854 personally known or sufficiently identified to me, who certify that they are the individuals who executed the foregoing instrument and acknowledge it to be their free act and deed.


 (Notary Public) My Commission Expires April 30, 1994

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 250

DOCUMENT CODE 0538 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: <u>Robert J. Schott</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>10767 Deborah Dr</u>
71	_____	Financial _____ Personal _____	<u>Potomac, Md.</u>
600	_____	Property Reports and late filing penalties	<u>20854</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
_____	_____	Other _____	
_____	_____	Other _____	

TOTAL FEES 50

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

7384 0263

CERTIFICATE OF LIMITED PARTNERSHIP
OF
ROJO-ACES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 24, 1991 AT 8:39 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3344694

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.

RETURN TO:
ROBERT J. SCHOTT
10767 DEBORAH DR.
POTOMAC

MD 20854

128C3052573

A 376308



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

3384 0260



CERTIFICATE OF LIMITED PARTNERSHIP
OF
GRESHAM COURT LIMITED PARTNERSHIP

12/30/91 1:53

I. The name of the partnership is "GRESHAM COURT LIMITED PARTNERSHIP".

II. The character of the business of the partnership is to own, develop, lease and sell single family residences in Prince Georges County, Maryland.

III. The location of the principal place of business of the partnership is 2134 Espey Court, Suite 13, Crofton, Maryland 21114. ✓

The resident agent of the Partnership is Thomas F. Redd, Jr. at the same address listed above

IV. The name and mailing address of the general partner is:

Tectonic Enterprises, Inc.
P.O. Box 3635
Crofton, Maryland 21114

V. The term of the partnership shall continue until December 31, 2011, unless earlier terminated in accordance with the provisions of the partnership agreement.

1992 JUL 23 AM 11:26

TECTONIC ENTERPRISES, INC.,
General Partner

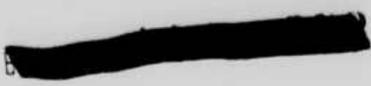
By: Thomas F. Redd, Jr.
Thomas F. Redd, Jr.,
President

STATE DEPT. OF ASSESSMENTS & TAXATION
RECEIVED
91 DEC 30 PM 1 53

136581023384 0812



City of Washington)
District of Columbia)



The foregoing instrument was executed before me by Thomas F. Redd, Jr., President of Tectonic Enterprises, Inc., a Maryland corporation, on behalf of said corporation, as of the 24th day of December, 1991.

[Notarial Seal]

Myke J. Kennedy
Notary Public

My Commission Expires:

31 MARCH 92

250:W911226A.00



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 0539 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Thomas Redd Jr.</u>
71	_____	Financial _____ Personal	<u>2134 Espey Ct</u>
600	_____	Property Reports and late filing penalties	<u># 13</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Crofton, Md 21114</u>
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 80

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: PCM

3384 0814

CERTIFICATE OF LIMITED PARTNERSHIP
OF
GRESHAM COURT LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 30, 1991 AT 1:53 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

S. _____

RECORDING
FEE PAID:

S. 50.00

SPECIAL
FEE PAID:

S. _____

M3345063

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.

RETURN TO:
THOMAS REDD, JR.
2134 ESPEY CT., #13
CROFTON

MD 21114

129C3050020

A 376339



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

3384 0811

9

AGREEMENT AND CERTIFICATE OF CANCELLATION
CHESAPEAKE HEIGHTS LIMITED PARTNERSHIP

This Agreement made this 30th day of December, 1991 by and among ANCHOR CAPITAL GROUP, INC., General Partner, and HENRY A. BERLINER, JR., BETH PETERS, AND EDWARD O. WAYSON, JR., Limited Partners. *12-30-91 3:54p*

W I T N E S E T H

In consideration of the mutual undertakings of the parties, it is agreed:

1. Cancellation of Limited Partnership. The parties hereby agree to cancel the Limited Partnership pursuant to Section 16 of the Chesapeake Heights Limited Partnership Certificate and Agreement of Limited Partnership.
2. Name. The partnership was conducted under the firm name and style of Chesapeake Heights Limited Partnership.
3. Date of Filing. The Certificate and Agreement of Limited Partnership was recorded with the State Department of Assessments and Taxation on February 24, 1989. No amendments were filed.
4. Reason for Cancellation. As the original purpose of business of the Limited Partnership has been completed and the Limited Partnership has no assets and no liabilities the partners have agreed to terminate the Limited Partnership.
5. Effective Date of Cancellation. The effective date of this cancellation shall be December 31, 1991.

1992 JUL 23 AM 11:26

IN WITNESS WHEREOF, the parties hereto have executed this agreement and affixed their seals as of the day and year first above written.

WITNESS:

GENERAL PARTNER
ANCHOR CAPITAL GROUP, INC.

Ruth Henderson

By: *John W. Hersman*
John W. Hersman

RECEIVED
91 DEC 30 PM 3 54
STATE DEPT. OF
ASSESSMENTS & TAXATION

SEC

13658197

2385 2095



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 257

DOCUMENT CODE 21 BUSINESS CODE _____ COUNTY 52
M 2742419 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	<u>50</u>	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>John Hersman</u>
71	_____	Financial _____ Personal	<u>PO Box 2328</u>
600	_____	Property Reports and _____	<u>Prince Frederick Md</u>
70	_____	late filing penalties	<u>20678</u>
91	_____	Change of P.O., R.A. or R.A.A.	
	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 50
_____ Check _____ Cash

Documents on _____ checks

APPROVED BY: [Signature]

NOTE: lp cancel

7795 2896

CERTIFICATE OF CANCELLATION
OF
CHESAPEAKE HEIGHTS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND DECEMBER 30, 1991 AT 3:54 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

S _____

S 50.00

S _____

M2742419

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.

RETURN TO:
JOHN HERSMAN
P. O. BOX 2328
PRINCE FREDERICK MD 20678

134C3050935

A 377329



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 7385 2994

1-7-92 at 1:41 p.m.

AMENDED, RESTATED AND SUPERSEDING
CERTIFICATE OF LIMITED PARTNERSHIP
OF
3428 LIMITED PARTNERSHIP

The undersigned, desiring to amend, restate and supersede the Certificate of Limited Partnership of 3428 LIMITED PARTNERSHIP, a Maryland Limited Partnership (the "Partnership") and being the sole General Partner of the Partnership, does hereby acknowledge and certify:

1. The name of the Partnership shall continue to be 3428 LIMITED PARTNERSHIP.
2. The address of the principal office of the Partnership is: 330 Fairtree Plaza Ext., Severna Park, Maryland, 21146. The name and address of the resident agent of the Partnership is: Edgar Pumphrey, 330 Fairtree Plaza Ext., Severna Park, Maryland, 21146.
3. The name and business address of the general partner of the Partnership (the "General Partner") is: Edgar Pumphrey, 330 Fairtree Plaza Ext., Severna Park, Maryland, 21146.
4. The latest date the Partnership shall be dissolved is December 31, 2036.

IN WITNESS WHEREOF, the General Partner acknowledges that this Amended, Restated and Superseding Certificate of Limited Partnership is his act, and further acknowledges under penalty of perjury, to the best of his knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that he has executed this Amended, Restated and Superseding Certificate of Limited Partnership as of the 31st day of December, 1991.

WITNESS:

GENERAL PARTNER:

3428 LIMITED PARTNERSHIP

By: Edgar Pumphrey (seal)
Edgar Pumphrey

1992 JUL 23 AM 11:26

RECEIVED

JUN 26, '92

STATE DEPT. OF ASSESSMENT & TAXATION

c:\3428\ds#pum74.aro

20078293

7386 0942

ll

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 260

DOCUMENT CODE 20 mH BUSINESS CODE _____ COUNTY 520

M 2124535 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	<input checked="" type="checkbox"/> Change of Name
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Principal Office
66	_____	Rec. Fee (Revival)	<input checked="" type="checkbox"/> Change of Resident Agent
52	_____	Foreign Qualification	<input checked="" type="checkbox"/> Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

Code 045
ATTENTION: David Seidl

MAIL TO ADDRESS: _____

TOTAL FEES \$ 50.00

Check _____ Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: [Signature]

3388 0943

CERTIFICATE OF AMENDMENT
OF
3428 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 7, 1992 AT 1:41 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2124535

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.

RETURN TO:
MILES & STOCKBRIDGE
10 LIGHT STREET
BALTIMORE MD 21202

136C3051132

A 377511



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO 2795 0941

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

1-10-92 at 9 27a

CERTIFICATE OF LIMITED PARTNERSHIP
THE W. DENNIS GILLIGAN FAMILY LIMITED PARTNERSHIP

MS

The name of the limited partnership is "The W. Dennis Gilligan Family Limited Partnership."

The address of the principal office of the limited partnership in the State of Maryland is: 877 Old Baltimore-Annapolis Boulevard, Severna Park, Maryland 21146.

The name and address of the resident agent for the limited partnership is: W. Dennis Gilligan, 877 Old Baltimore-Annapolis Boulevard, Severna Park, Maryland 21146.

The name and business address of the sole general partner is: W. Dennis Gilligan, 877 Old Baltimore-Annapolis Boulevard, Severna Park, Maryland 21146.

The latest date upon which the limited partnership is to dissolve is December 31, 2012.

IN WITNESS WHEREOF, the undersigned, consisting of the sole general partner of the limited partnership has signed this Certificate of Limited Partnership this 26th day of December, 1991 on behalf of The W. Dennis Gilligan Family Limited Partnership.

1992 JUL 23 AM 11:26

THE W. DENNIS GILLIGAN FAMILY
LIMITED PARTNERSHIP

(Handwritten initials)

By: *(Signature)*
W. Dennis Gilligan,
General Partner

20108245

1992 JUN 10 P 9:27

20108244

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 263

DOCUMENT CODE 0538 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>022</u>
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: <u>Clarence J. Fossett</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial _____ Personal	
600	_____	Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES \$ 50.00

_____ Check _____ Cash

NOTE:

_____ Documents on _____ checks

APPROVED BY: _____

3387 0500

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE W. DENNIS GILLIGAN FAMILY LIMITED
PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 10, 1992 AT 9:27 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3353422

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.

RETURN TO:
FOSSETT & BRUGGER, CHARTERED
ATTN: CLARENCE L. FOSSETT
THE AEROSPACE BUILDING
10210 GREENBELT ROAD
SEABROOK MD 20706

13703051279

A 377663



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

3387 0498

1-10-92 at 9:27a.m.

CERTIFICATE OF LIMITED PARTNERSHIP
THE KEVIN E. GILLIGAN FAMILY LIMITED PARTNERSHIP

The name of the limited partnership is "The Kevin E. Gilligan Family Limited Partnership."

The address of the principal office of the limited partnership in the State of Maryland is: 877 Old Baltimore-Annapolis Boulevard, Severna Park, Maryland 21146.

The name and address of the resident agent for the limited partnership is: Kevin E. Gilligan, 877 Old Baltimore-Annapolis Boulevard, Severna Park, Maryland 21146.

The name and business address of the sole general partner is: Kevin E. Gilligan, 877 Old Baltimore-Annapolis Boulevard, Severna Park, Maryland 21146.

The latest date upon which the limited partnership is to dissolve is December 31, 2012.

IN WITNESS WHEREOF, the undersigned, consisting of the sole general partner of the limited partnership has signed this Certificate of Limited Partnership this 26th day of December, 1991 on behalf of The Kevin E. Gilligan Family Limited Partnership.

THE KEVIN E. GILLIGAN FAMILY
LIMITED PARTNERSHIP

By: [Signature]
Kevin E. Gilligan,
General Partner

[Handwritten initials]

3387 2434

1992 JUL 23 AM 11:26

1E:gilligan:KLPcert:121791

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 11 PAGE 266

DOCUMENT CODE 0539 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	_____	Certified Copy _____	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	<u>30</u>	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

Code 022

ATTENTION: Clarence L. Fossett

MAIL TO ADDRESS: _____

TOTAL FEES \$50.00

1 Check _____ Cash
1 Documents on 1 checks

NOTE:

3387 2495

APPROVED BY: _____

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE KEVIN E. GILLIGAN FAMILY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND **JANUARY 10, 1992** AT **9:27** O'CLOCK **A.M.** AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3354842

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.

RETURN TO:
FOSSETT & BRUGGER, CHARTERED
ATTN: CLARENCE L. FOSSETT
THE AEROSPACE BUILDING
10210 GREENBELT ROAD
SEABROOK MD 20706

139C3051502

A 377864



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3787 2493

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

1-13-92 at 8:30 a.m.

BOOK

14 PAGE 268

Amended and Restated
Certificate of Limited Partnership
of Olde Forge Limited Partnership

1992 JUL 23 AM 11:26

This Amended and Restated Certificate of Limited Partnership is presented for filing pursuant to the Maryland Revised Uniform Limited Partnership Act, as amended (the "Act").

WHEREAS, on or about May 10, 1984, the partners formed a Maryland limited partnership under the name of Olde Forge Limited Partnership (the "Partnership") pursuant to a Limited Partnership Agreement dated May 10, 1984 (the "Agreement") and a Certificate of Limited Partnership (the "Certificate") which was filed on or about May 18, 1984 with the Maryland State Department of Assessments and Taxation (the "Department");

WHEREAS, the Agreement was amended by an Amended and Restated Limited Partnership Agreement dated as of February 1, 1985, and the Certificate was amended by an Amendment to Certificate of Limited Partnership filed with the Department on or about April 10, 1986; and

WHEREAS, the partners now desire to amend and restate in its entirety the Certificate, to delete all substantive terms of the Partnership's limited partnership agreement no longer required to be filed with the Department by the provisions of the Act, and to present this Certificate for filing pursuant to the Act;

NOW, THEREFORE, the undersigned hereby certifies that:

1. The name of the Partnership is Olde Forge Limited Partnership.

2. The address of the principal office of the Partnership in the State of Maryland is 6600 Heritage Hill Drive, Glen Burnie, Anne Arundel County, Maryland. The name and address of the resident agent of the Partnership are The Corporation Trust, Incorporated, 32 South Street, Baltimore, Maryland 21202.

3. The names and addresses of the Partnership's general partners are as follows:

Allan J. Berman
5100 Lowell Lane, N.W.
Washington, D.C. 20016

Leonard A. Shapiro
1302 Potomac School Road
McLean, Virginia 22101

3387 1820

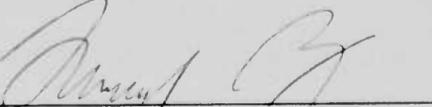
54

20138619

4. The latest date on which the Partnership is to be dissolved and its affairs wound up is December 31, 2083.

Dated: 5-6, 1991


Allan J. Berman


Leonard A. Shapiro

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 270

DOCUMENT CODE 202.9 BUSINESS CODE _____ COUNTY 52

M1803436 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>002</u>
80	_____	For. Limited Partnership	ATTENTION: <u>Jenny Stathes</u>
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	MAIL TO ADDRESS: _____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other	_____
_____	_____	Other	_____

TOTAL FEES \$ 5800

Check Cash

NOTE: Copy made

Documents on _____ checks

APPROVED BY: ASB

7797 192

CERTIFICATE OF AMENDMENT
OF
OLDE FORGE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND **JANUARY 13, 1992** AT **8:30** O'CLOCK **A.M.** AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ **50.00**

\$ _____

M1803436

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.

RETURN TO:
ARENT, FOX, KINTNER, PLOTKIN
& KAHN-JENNY STATHES
1050 CONNECTICUT AVENUE, N.W.
WASHINGTON DC 20036 5339

139C3051567

A 377919



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO.

3387 1819

1-16-92 at 9:31 A.M.

MJS

Certificate of Formation of Limited Partnership Under the Maryland Uniform Limited Partnership Act

THIS LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE, made and entered into this 2nd day of January, in the year nineteen hundred and ninety-two, by and between the undersigned "General Partner" and the "Limited Partners", all of whom desire to associate themselves together in a Limited Partnership pursuant to the provisions of the Corporations and Associations Article, Title 10, Annotated Code of Maryland, known as the "Maryland Uniform Limited Partnership Act".

NOW, THEREFORE, that in consideration of the mutual promise herein contained and for other valuable considerations, the parties hereto agree as follows:

1. LIMITED PARTNERSHIP. The parties hereto associate themselves together in a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Maryland, and under the terms and conditions set forth herein.

2. NAME OF PARTNERSHIP. The name of the partnership (herein sometimes referred to as "Partnership" or "Limited Partnership") shall be: MADISON INVESTMENT LIMITED PARTNERSHIP.

3. PURPOSE. The purpose of the Partnership is to form an investment group which will buy, hold, and sell investments which consist of securities which are traded on the various exchanges in the United States and in foreign countries.

4. PRINCIPAL OFFICE AND RESIDENT AGENT. The location of the principal place of business of the Partnership shall be 405 Kings College Dr., Arnold, Md. 21012, and its resident agent shall be Donald O. Harrison, Jr., of the same address.

5. GENERAL PARTNERS AND LIMITED PARTNERS.

a. The name and the address of the General Partner is

1992 JUL 23 AM 11:26

(Handwritten initials)

20168068 3398 0630

1992 JUN 16 P 9 31

Donald O. Harrison, Jr.
405 Kings College Dr., Arnold, MD 21012

b. The names of the limited partners and monetary contribution of each in the partnership are set forth on Schedule A attached hereto and expressly incorporated herein.

6. TERM. The Partnership shall begin at the time of filing of this Certificate in accordance with law and shall continue until 1/1/2022; provided, however, that the Partnership may be terminated at an earlier time in the event of a voluntary agreement of all partners to terminate same or upon determination by the General Partner. Any such termination shall be evidenced by a certificate stating both the cause and the effective date thereof, and such certificate shall be recorded consistently with the recording hereof.

7. CAPITAL. The Limited Partners have contributed a minimum of one hundred thousand (\$100,000). An additional four hundred thousand dollars (\$400,000) may be contributed to bring maximum partnership capital to five hundred thousand dollars (\$500,000). (Schedule A) No additional contributions shall be required.

8. PROFITS AND LOSSES. The net profits of the Partnership shall be divided in the proportion of the monetary contribution in the Partnership as set forth in Schedule A.

9. POWERS AND DUTIES OF THE GENERAL PARTNER.

a. Management of Partnership. The administrative matters of the Partnership shall be managed by the General Partner, who shall exercise full control over the affairs of the Partnership. The General Partner shall manage the affairs of the Partnership in a prudent and businesslike manner and shall devote such part of his time to the affairs of the Partnership as is reasonably necessary. The day-to-day management of the investments held in the Partnership shall be done by Donald O. Harrison Jr.

b. Power and Duties of the General Partner. The General Partner shall:

(1) Deposit all funds of the Partnership in one or more separate brokerage accounts as the General Partner may

designate (withdrawals from such accounts to be made upon such signature as the General Partner may designate).

3398 0631

(2) Maintain complete and accurate records of all transactions entered into by the Partnership.

(3) Select (and determine the fee arrangements with accountants, brokers, attorneys, the investment advisor and other professionals who may be employed by the Partnership.

(4) Cause to be filed such certificates or amendments thereto and do such other acts as may be required by law to qualify and maintain the Partnership as a limited partnership.

(5) The General Partner's compensation shall be derived from the commissions generated from the purchase and sale of securities within the partnership. He shall also be entitled to reasonable reimbursement for any out of pocket expenses incurred by him on behalf of the Partnership.

(6) The General Partner shall not take any action with respect to the assets or property of the Partnership which does not primarily benefit the Partnership.

10. INCOME ACCOUNT, PROFITS AND LOSSES.

a. Individual income accounts shall be maintained for each Partner in which the net profits or losses, in the proportionate amount of each Partners, shall be credited or debited, as the case may be. The net profits or net losses of the Partnership shall be determined in accordance with generally accepted accounting principles as soon as possible after the close of each calendar year. Each Partner's share of the net profits or losses shall be credited or charged to his or her respective capital or income account as provided for in the immediately following subsections.

b. Net profits of the Partnership shall be allocable to the Partners pro rata in proportion to their monetary contribution.

c. Net losses of the partnership shall be chargeable to the Partners pro rata in proportion to their monetary contribution.

d. The liability of any of the Limited Partners for the losses of the Partnership shall in no event exceed that aggregate amount of his/her contribution to the capital of the Partnership, plus any accrued but undistributed amounts in

the Partner's Income Account.

e. The net profits of the Partnership shall be distributed to the Partners or credited to their respective capital or income accounts in whatever amounts as the General Partner shall determine. All distributions to the Partners shall be made simultaneously and in accordance with the pro rata monetary contribution of each Partner.

11. LEGAL TITLE TO THE PROPERTY. To the extent deemed feasible by the General Partner the title to all property owned by the Partnership shall be in the name of the Partnership.

12. BOOKS OF ACCOUNT. There shall be kept at the principal office of the Partnership, just and true books of account in which shall be entered fully and accurately each and every transaction of the Partnership. Each Partner shall at all reasonable times have access thereto. A complete financial report shall be made at the end of each calendar year and each Partner shall be entitled to a copy.

13. RETURN OF CONTRIBUTION AND TRANSFER OR ASSIGNMENT OF LIMITED PARTNERSHIP INTEREST. No Limited Partner shall have the right to demand return of contribution, if any, in whole or in part, prior to termination. A Limited Partner's interest in the Partnership cannot be transferred or assigned.

14. WITHDRAWAL OF LIMITED PARTNER.

a. A Limited Partner may withdraw from the Partnership by giving the General Partner written notice of his/her intent to withdraw at least ten (10) business days in advance of the month end valuation date of the Partnership's assets.

b. A withdrawing Limited Partner shall be entitled to receive the amount in his/her income account on the valuation date, less a two (2) percent processing fee to cover any expenses incurred as a result of the withdrawal.

c. Whenever a Limited Partner withdraws, the fractional ownership of each remaining Partner, General and Limited, shall be increased pro rata.

15. WITHDRAWAL OF GENERAL PARTNER. The withdrawal of the General Partner from the Limited Partnership for any reason shall not terminate the Partnership if the Limited Partners agree to continue same, provided that a new General

Partner or Partners shall be elected and an amendment shall be properly executed and filed.

16. PRIORITY. No Limited Partner shall have priority over any other Limited Partner as to contributions or as to compensation by way of income. No Limited Partner shall have the right to demand or receive property other than cash in return for his'/her contribution, if any.

17. BINDING EFFECT. This agreement shall be binding on the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. LAW. It is the intent of the parties hereto that all questions with regard to the construction of the Agreement of Limited Partnership and the rights and liabilities of the parties shall be determined in accordance with the laws of the State of Maryland and the provisions of the Maryland Uniform Limited Partnership Act.

19. MODIFICATION TO BE IN WRITING. This agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing and be in accordance with this agreement.

20. SEVERABILITY. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provisions 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 provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring them within the requirements of the law. In the event that any part, section, paragraph or clause of this Agreement shall be held indefinite, invalid, or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, The General Partner has hereunder set his hand and seal the day and year first above written.

WITNESS *[Signature]* *[Signature]* (SEAL)
Donald O. Harrison, Jr.
General Partner

STATE OF MARYLAND,

COUNTY OF *Anne Arundel*

I HEREBY CERTIFY, that on this 8 day of Jan,
1991, before me, the subscriber, a Notary Public in and for
the State and County aforesaid, personally appeared Donald O.
Harrison, Jr. known to me (or satisfactorily proven) to be
the person whose name is subscribed to the within and forego-
ing Certificate of Limited Partnership, and that he executed
the same for the purposes therein contained.

AS WITNESS my hand and Official Seal

[Signature]
Notary Public for
Anne Arundel Cty, State
of Maryland
my comm exp 5-1-94

PARTNERSHIP AGREEMENT
SIGNATURE PAGE

The undersigned, desiring to become a Limited Partner of Madison Investment Partnership, a Maryland Limited Partnership, hereby agrees to be bound by all of the terms of the Limited Partnership Agreement and Certificate of Limited Partnership, this _____ day of _____, 1991.

Printed Name of Limited Partner (s) Signature of Limited Partner (s)

Social Security Number

Residence Address: Mailing Address:

Capital Contribution: \$ _____
(\$5,000 minimum)

3399 0576



Schedule A

Helen Harrison c/f Amy Harrison	\$3,000
Gregory A. Mayer	\$10,000
Glenn Minah c/f Gregory Minah	\$5,000
Robert D. Hauck c/f Colin Hauck	\$5,000
Robert D. Hauck c/f Ryan Hauck	\$5,000
Robert D. Hauck c/f Molly Hauck	\$5,000
Lawrence P. Chambers	\$5,000
Julie High	\$5,000
Daniel Roche	\$5,000
Frank & Linda Pittelli	\$16,000
John & Maria Ruland	\$6,000
Synergistics Inc p/s	\$5,000
Hunter & Ann Paschall	\$5,000
A. Timm Anderson & Assoc PPT	\$5,000
Warren & Patricia Updike	\$10,000
Steven & Carol Dunlap	\$5,000
John Canavan & D. Ann Schneider	\$5,000
Photo Processing Inc EBT	\$10,000
M.A. Khajawi, PA PPT	\$9,000
Katherine Colburn	\$10,000
Glyn Webber	\$15,000
Carol Chambers	\$5,000
Joyce Dumin	\$6,000
Carol Worthington	\$5,000

3388 0637

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 280

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Donald O. Harrison Jr.</u>
71	_____	Financial	<u>Karen A. Harrison</u>
600	_____	_____ Personal	<u>405 King College Dr</u>
		Property Reports and late filing penalties	<u>Arnold, Md. 21012</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 50

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: WLS

3298 0638

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MADISON INVESTMENT LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 16, 1992 AT 9:31 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

50.00

M3355765

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

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.

RETURN TO:
DONALD O. HARRISON, JR.
KAREN A. HARRISON
405 KINGS COLLEGE DR.
ARNOLD MD 21012

140C3051704

A 379095



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3388 0629

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
AMENDMENT AND RESTATEMENT OF CERTIFICATE OF LIMITED PARTNERSHIP

1-20-92 852a

THIS AMENDMENT AND RESTATEMENT OF CERTIFICATE OF LIMITED PARTNERSHIP (the "Restatement") made this 16th day of November, 1991 by Delta Financial Corporation, Inc., General Partner of Forest Mills Associates, a Maryland limited partnership (the "Partnership") and Maisel-Hollins Development Company, withdrawing General Partner.

The undersigned, constituting the sole General Partner of the Partnership, hereby certifies that:

ARTICLE I - NAMES AND DEFINITIONS

1.1 Partnership Name. The name of the Partnership is "Forest Mills Associates, a Maryland Limited Partnership."

1.2 Definitions. Unless otherwise defined in this Restatement or the Certificate and Limited Partnership Agreement filed with the State Department of Assessments and Taxation on or around the 22nd day of April, 1986 (the "Certificate"), any word or words herein that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time, (the "Act") shall have the same meaning as provided in the Act.

1992 NOV 19 PM 1:55

RECEIVED
STATE DEPARTMENT OF ASSESSMENTS & TAXATION
NOV 20 1992

ARTICLE II - AMENDMENT AND RESTATEMENT

2.1 Limited Purpose of Amendment and Restatement. Pursuant to the 1988 Amendment to the Act, effective July 1, 1988, and applicable to all limited partnerships formed before such effective date, the Certificate filed with the State Department of

SU

20208163

Assessments and Taxation on or around the 22nd day of April, 1986, is hereby amended and restated to (i) delete all information contained in the Certificate which is not required to be included in a certificate of limited partnership under Section 10-201 of the Act, (ii) reflect the withdrawal from the Partnership of Maisel-Hollins Development Company as a general partner and (iii) reflect the withdrawal from the Partnership of Michael C. Hollins and Harvey B. Maisel as limited partners. This Restatement shall not be construed to amend, modify, or alter, in any manner, the more complete terms of the Limited Partnership Agreement, as amended, between the parties thereof which shall continue in full force and effect between the parties until amended or terminated according to its terms.

2.2 The Certificate is hereby amended and restated in its entirety, for the limited purposes stated above, as follows:

2.2.1 Name The name of the limited partnership shall be: "FOREST MILLS ASSOCIATES, A MARYLAND LIMITED PARTNERSHIP".

2.2.2 Principal Office and Resident Agent of Partnership. The principal office and place of business of the Partnership shall be 2024 West Street, Annapolis, Maryland 21401. The Resident Agent of the Partnership shall be Thomas M. Mateya, whose address is that of the principal office.

2.2.3 General Partner. The name and business address of the General Partner is Delta Financial Corporation, Inc., 2024 West Street, Annapolis, Maryland 21401.

2.2.4 Date of Dissolution. The latest date upon which the Limited Partnership is to dissolve shall be until the close of business on December 31, 2015.

IN WITNESS WHEREOF, this Restatement has been executed as of the date first written above.

WITNESS:

GENERAL PARTNER:

DELTA FINANCIAL CORPORATION, INC.

Patrick L. White

By: *Patrick L. White* (SEAL)
Patrick L. White, President

WITHDRAWING GENERAL PARTNER:

Maisel-Hollins Development Company

Michael S. Hollins

By: *Michael S. Hollins* (SEAL)
Michael S. Hollins, President

A: Maisel.ARC JAM #11

3333

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 285

DOCUMENT CODE 2028 BUSINESS CODE _____ COUNTY 52
M2121630 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	<input checked="" type="checkbox"/> Change of Name
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Principal Office
66	_____	Rec. Fee (Revival)	<input checked="" type="checkbox"/> Change of Resident Agent
52	_____	Foreign Qualification	<input checked="" type="checkbox"/> Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Daniel E. Dykes, Esq.</u>
71	_____	Financial	<u>2 E. Fayette Street</u>
600	_____	Property Reports and late filing penalties _____ Personal	<u>Baltimore, Md. 21202</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

RECORDED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
7289-2659

1992 JUL 23 AM 11:26

BOOK 14 PAGE 286

CERTIFICATE OF AMENDMENT
OF
FOREST MILLS ASSOCIATES, LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 20, 1992 AT 8:52 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2121630

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.

RETURN TO:
DANIEL E. SYKES, ESQ.
2 E. FAYETTE ST.
BALTIMORE MD 21202

144C3052226

A 379428



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO 3389 2654

CENTRAL SQUARE DEVELOPERS LIMITED PARTNERSHIP
AMENDMENT TO LIMITED PARTNERSHIP CERTIFICATE FOR RECORD

1-24-92 1:11p

THIS AMENDMENT TO THE LIMITED PARTNERSHIP CERTIFICATE OF CENTRAL SQUARE DEVELOPERS LIMITED PARTNERSHIP, is made as of the day of January, 1992, by the undersigned parties, partners and withdrawing partners of Central Square Developers Limited Partnership, a Maryland limited partnership (the "Partnership").

WITNESSETH

WHEREAS, by Certificate of Limited Partnership filed with the Maryland Department of Assessments and Taxation on March 23, 1987, amended by two Certificates of Amendment both filed on March 22, 1988 and a Limited Partnership Agreement dated March 19, 1987 (the "Agreement"), as from time to time thereafter amended, certain of the parties hereto formed the Partnership;

WHEREAS, the parties hereto desire to evidence the assignment and transfer of Partnership Interests described herein (the "Assignments"), the withdrawal of certain Partners, the admission of certain General and Limited Partners, and to further amend the Certificate as hereinafter set forth;

WHEREAS, as of January 1, 1990 the undersigned entered into an Amendment to Limited Partnership Agreement (a copy of which is attached hereto as Item "A") reflecting the Assignment of General Partnership interests from MacQuilliam and Halle, Inc. to W.J. MacQuilliam and Associates, Inc. (having changed its name and now known as The MacQuilliam Organization, Inc.) and the Assignment of Stanley S. Halle's 24% Limited Partnership Interest to William J. MacQuilliam (22.8%) and Christopher J. MacQuilliam (1.2%), each Assignment having been made as of January 1, 1990;

RECORDED IN 14:55

WHEREAS, the Partnership inadvertently failed to record an Amendment to the Certificate of Limited Partnership among the records of the Maryland State Department of Assessments and Taxation reflecting these changes and it is the purpose of this Amendment to perfect that filing and those Partnership events of January 1, 1990; and

WHEREAS, the Partners have now also amended paragraph 5 of the Limited Partnership Agreement to permit the offices of the Partnership to be maintained in Anne Arundel County, Maryland in addition to the other jurisdictions named therein;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and certify as follows:

1. The above set forth recitals are incorporated herein as if fully set forth herein by this reference as inducements to the parties to enter into this Agreement.

SW

20228050

20248063

20228051

1992

2. The name of the Partnership is "Central Square Developers Limited Partnership."

3. The twenty-four percent (24%) Limited Partnership Interest held by Stanley S. Halle, has been transferred and assigned effective as of January 1, 1990 to the following individuals in the percentages specified below:

<u>Assignee</u>	<u>Percentage of Partnership Interest Assigned</u>
William J. MacQuilliam	22.800%
Christopher J. MacQuilliam	1.200%

The aforesaid, Christopher J. MacQuilliam is admitted to the Partnership as a Limited Partner and William J. MacQuilliam's existing Limited Partnership interest is increased to 46.800% from 24.000%.

4. The two percent (2%) General Partnership Interest held by MacQuilliam & Halle, Inc. has been transferred and assigned to W.J. MacQuilliam and Associates, Inc., a Maryland corporation, effective as of January 1, 1990, and W.J. MacQuilliam and Associates, Inc. is hereby admitted, effective as of January 1, 1990, to the Partnership as a General Partner holding the said two percent (2%) interest. W.J. MacQuilliam and Associates, Inc. changed its name to The MacQuilliam Organization, Inc. effective as of February 2, 1990.

5. Exhibit "A" to the Certificate and amended Certificates, is deleted and the attached Exhibit "A" is substituted therefore to reflect the substitution of partners named herein and to include the name, home or business address, Percentage of Partnership Interest, and capital contribution of each partner.

6. Each of the new or assignee partners, general and limited, hereby agree to be bound to the provisions of the Agreement and of the Certificate (both as from time to time amended) and each such new or assignee partner, general and limited, represents and warrants that he or it is acquiring the interest for his own account for investment and not with a view to the distribution thereof and any disposition of his partnership interest shall be made in accordance with the Securities Act of 1933 and the rules and regulations thereunder.

7. Each of the parties hereto hereby consent to the Assignments. Each of the matters set forth above shall, to the fullest extent permitted by law, be effective as of January 1, 1990.

8. The principal office of the Partnership shall be maintained at 1651 Crofton Boulevard, Suite 14, Crofton, Maryland 21114 and, in accordance with the provisions of the Certificate and Amendment, as each is from time to time amended, may be relocated in the future at such place as the General Partner may from time to time determine.

3391 0967

[Handwritten Signature]

Lana Halpern (SEAL)
Lana Halpern

WITNESS:

WITHDRAWING LIMITED PARTNER:

[Handwritten Signature]

[Handwritten Signature] (SEAL)
Stanley S. Halle

3391 0868



CENTRAL SQUARE DEVELOPERS LIMITED PARTNERSHIP
EXHIBIT A

<u>Name and Address</u>	<u>Cash Capital Contribution</u>	<u>Partnership Interest</u>
<u>GENERAL PARTNER:</u>		
The MacQuilliam Organization, Inc. (formerly known as W.J. MacQuilliam and Associates, Inc.) 9500 Annapolis Road Suite C-1 Lanham, Maryland 20706	\$1,000.00	2.000%
<u>LIMITED PARTNERS:</u>		
William J. MacQuilliam 856 St. Edmonds Place Annapolis, Maryland 21401	\$195,000.00 (service)	46.800%
Christopher J. MacQuilliam 856 St. Edmonds Place Annapolis, Maryland 21401	\$5,000.00	1.200%
Edward L. Halpern and Lana Halpern, as Tenants by the Entirety with rights of survivorship 8901 Iron Gate Court Potomac, Maryland 20854	\$100,000.00	50.000%

3391 0970

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 292

DOCUMENT CODE 2039 BUSINESS CODE _____ COUNTY 52

M2310662 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>39</u>	Expedited Fee	<u>Name Change (New Name)</u>
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	<input type="checkbox"/> Change of Name
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>161</u>
80	_____	For. Limited Partnership	ATTENTION: _____
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	<u>6</u>	<u>1</u> Corp. Good Standing <u>H140406</u>	MAIL TO ADDRESS: _____
NA	_____	Foreign Corp. Registration <u>Long Form</u>	_____
87	<u>12</u>	<u>1</u> Limited Part. Good Standing <u>143307 12992 SA</u>	_____
71	_____	Financial <u>Personal</u>	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other	_____
_____	_____	Other	_____

TOTAL FEES 101

Check _____ Cash

NOTE:

1 Documents on 3 checks

APPROVED BY: [Signature]

3791 0971

CERTIFICATE OF AMENDMENT
OF
CENTRAL SQUARE DEVELOPERS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 21, 1992 AT 1:11 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

_____ 50.00 _____

_____ M2310662 _____

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.

RETURN TO:
HARBOR CITY RESEARCH
P. O. BOX 604
BALTIMORE

MD 21203

148C3052848

A 380031



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3381-0865

PERKINS
8-18-88
BAH:LZ

SECOND AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT

AND CERTIFICATE OF

PG PAK LIMITED PARTNERSHIP

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION
APPROVED FOR RECORD

1-23-92 9:37a

THIS SECOND AMENDMENT is made as of the 1st day of September, 1988.

WHEREAS, the Partners of PG PAK Limited Partnership (the "Partnership") formed the Partnership pursuant to the Maryland Revised Uniform Limited Partnership Act by executing a limited partnership agreement and certificate (the "Agreement and Certificate") dated the 1st day of January, 1985 which agreement and certificate was recorded with the Maryland State Department of Assessments and Taxation on May 20, 1985; and

WHEREAS, The Victor Cohen Trust (the "Assignor") is the owner of a six and 25/100 percent (6.25%) limited partner interest in the Partnership; and

WHEREAS, the Assignor has assigned, transferred and conveyed all of said 6.25% interest as a limited partner in the Partnership to Victor Cohen and Esther K. Cohen as joint tenants with the right of survivorship (hereinafter referred to as the "Assignees"); and

WHEREAS, the Assignor and the Assignees desire that the Assignees become substituted limited partners of the Partnership to the extent of the interests assigned to them.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and certify as follows:

1. Exhibit "A" attached to the Partnership Agreement and Certificate is hereby amended by substituting therefor Exhibit "A" as hereto attached in order to reflect the substitution of the Assignees as limited partners to the extent

1992 JUL 23 AM 11:56

1992 JUL 23 AM 11:26

1992 JUL 23 PM 9:37

SU

20238485

14-1203

Jeffrey S. Perkins (SEAL)
Jeffrey S. Perkins

ASSIGNOR:

THE VICTOR COHEN TRUST

[Signature]

By: *Harold H. Kramer* (SEAL)
Harold H. Kramer, Trustee

By: *Wallace M. Cohen* (SEAL)
Wallace M. Cohen, Trustee

ASSIGNEES:

Markis M. Hazan

Victor Cohen
Victor Cohen

Markis M. Hazan

Esther K. Cohen
Esther K. Cohen

~~3300-027~~
~~3300-025~~
3419 0845

PERKINS
8-18-88
BAH:LZ

BOOK 14 PAGE 297

EXHIBIT "A"
TO THE SECOND AMENDMENT TO
AGREEMENT OF LIMITED PARTNERSHIP AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
PG PAK LIMITED PARTNERSHIP

<u>NAME AND ADDRESS</u>	<u>AGREED VALUE OF INITIAL CONTRIBUTION</u>	<u>PERCENTAGE OF PARTNERSHIP INTEREST</u>
<u>GENERAL PARTNERS:</u>		
Richard A. Perkins Suite 706 6001 Montrose Road Rockville, MD 20852	\$ 11,117.00	1%
Jeffrey S. Perkins Suite 706 6001 Montrose Road Rockville, MD 20852	11,117.00	1%
<u>LIMITED PARTNERS:</u>		
Barry Perkins 17529 Collier Circle Poolesville, MD 20837	34,740.63	3.125%
Marc I. Perkins P.O.Box 1797 Lutz, FL 33549	34,740.63	3.125%
Edward M. Perkins Suite 706 6001 Montrose Road Rockville, MD 20852	208,443.75	18.750%
Leona W. Perkins 5838 Collins Avenue #9C Miami Beach, FL 33140	104,221.86	9.375%
Howard Hoffman and Sophie Hoffman, Trustees f/b/o Shari Ellen Perkins and Robert Jay Perkins 10409 Woodbury Woods Ct. Fairfax, VA 22032	34,740.63	3.125%
Jeffrey S. Perkins Suite 706 6001 Montrose Road Rockville, MD 20852	23,623.63	2.125%
Richard Perkins Suite 706 6001 Montrose Road Rockville, MD 20852	23,623.63	2.125%

~~3280-0880~~
3419 0847

<u>NAME AND ADDRESS</u>	<u>AGREED VALUE OF INITIAL CONTRIBUTION</u>	<u>PERCENTAGE OF PARTNERSHIP INTEREST</u>
Larry D. Perkins Suite 706 6001 Montrose Road Rockville, MD 20852	34,740.63	3.125%
Jack N. Perkins Suite 706 6001 Montrose Road Rockville, MD 20852	34,740.63	3.125%
Jack C. Cohen 9300 Georgia Avenue Silver Spring, MD	69,481.25	6.250%
Victor Cohen and Esther K. Cohen, Joint Tenants With Right of Survivorship 6701 Loring Court <u>Bethesda, MD</u> <u>20817</u>	69,481.25	6.250%
Mark D. Cohen P.O. Box 18113 Memphis, TN	17,330.31	1.5625%
Deborah C. Waycott 5134 N. Pennsylvania Avenue Indianapolis, IN	17,330.31	1.5625%
Jennifer C. Brasher 11158 Wood Elves Way Columbia, MD	17,330.31	1.5625%
Mary E. Cohen 1508 West Seventh St. Columbus, OH 43212	17,330.31	1.5625%
Madelyn Kramer Schaefer 9123 Friars Drive Bethesda, MD	86.849.13	7.81175%
David Kramer 9350 Harvey Road Silver Spring, MD	86.849.13	7.81175%
Kathryn Kramer 9350 Harvey Road Silver Spring, MD	86.849.13	7.81175%
Ellen Kramer Ross 12405 Palermo Drive Silver Spring, MD	86.849.13	7.81175%

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 209

DOCUMENT CODE 20 ^{MA} BUSINESS CODE _____ COUNTY 52

M1925668 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>109</u>
80	_____	For. Limited Partnership	ATTENTION: <u>Barry A. Hoberman</u>
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	_____ Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other _____	_____
	_____	Other _____	_____

TOTAL FEES \$ 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

2419 0949

CERTIFICATE OF AMENDMENT
OF
PG PAK LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 23, 1992 AT 9:37 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M1925668

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.

RETURN TO:
GRUSSBERG, YOCHELSON, FOX &
BEYDA
2100 PENN. AVE., N.W. #770
WASHINGTON DC 20037

146C3052479

A 379675



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO ~~146C3052479~~

THE NAME

The General Partner herein, MICHAEL STEVENS, P. O. Box 2229, Rockville, Maryland 20852, hereby forms a Limited Partnership to be known as the 1194 Limited Partnership.

PURPOSE

The Partnership is formed to invest in that property known as 1194 Poplar Avenue, Shadyside, MD 20764, to improve it, sub-divide it, finance it, sell it, lease it, modify it or in any other manner deal with the property.

ADDRESS OF GENERAL PARTNER

The general Partner is Michael Stevens of P. O. Box 2229, Rockville, Maryland 20852.

NAME AND ADDRESS OF RESIDENT AGENT

The Resident Agent is Richard Basile, Esquire, of 6305 Ivy Lane, Suite 416, Greenbelt, Maryland 20770.

ADDRESS OF PRINCIPAL OFFICE

The address of the principal office of the Partnership of this State will be 1414 Snug Harbor Road, Shadyside, Maryland 20764.

TERMINATION OF PARTNERSHIP

This Partnership shall terminate upon the death of the partners, the sale of that property known as 1194 Poplar Avenue, Shadyside, MD 20764 or its ultimate expiration on January 6, 1994, whichever shall first occur.

Michael Stevens
MICHAEL STEVENS, General Partner, DATE: 1/17/92

1992 AUG 14 PM 1:57

SW

20248330



STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 302

DOCUMENT CODE 05 ^{MA} BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Richard L. Basile</u>
71	_____	Financial	<u>Attorney at Law</u>
600	_____	_____ Personal	<u>6305 Ivy Lane</u>
		Property Reports and late filing penalties	<u>Suite 416</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Greenbelt, Md. 20770</u>
91	_____	Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES \$ 50.00

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: SUB

7791 0882

CERTIFICATE OF LIMITED PARTNERSHIP
OF
1194 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND JANUARY 24, 1992 AT 8:36 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3362704

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.

RETURN TO:
RICHARD BASILE, ESQUIRE
6305 IVY LANE, SUITE 416
GREENBELT MD 20770

148C3052829

A 380019



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3331 0880

0442.22/CERTIFIC.AMD
CKH/rpj
01/20/92

2-4-92 8:47a

**CERTIFICATE OF AMENDMENT
FOR DELMAR SUBWAY LIMITED PARTNERSHIP**

THIS CERTIFICATE OF AMENDMENT ("Certificate") is made this 20th day of January, 1992, by the undersigned parties.

Brian T. Spears, the General Partner of DELMAR SUBWAY LIMITED PARTNERSHIP (the "Partnership"), hereby certifies that:

1. Definitions. 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.

2. Partnership Name. The name of the Partnership is "Delmar Subway Limited Partnership".

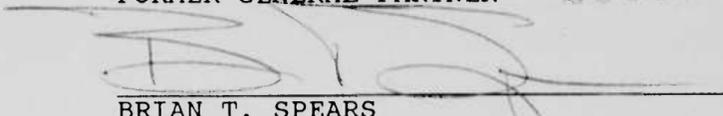
3. Amendment to Certificate. The Certificate of Limited Partnership of the Partnership dated October 22, 1991 by the undersigned, as General Partner, is amended as follows:

3.1. The General Partner of the Partnership has been changed from Brian T. Spears, (Former General Partner) whose business address is 2661 Riva Road, Suite 110, Annapolis, Maryland 21401, to Haisam I. Sukar, (Substitute General Partner), whose business address is Festival at 2209 Sea Air Mobile City, Rehobeth, Delaware 19971.

4. Except as amended hereby, the remainder of the Certificate of Limited Partnership of the Partnership dated October 22, 1991 shall remain in full force and effect.

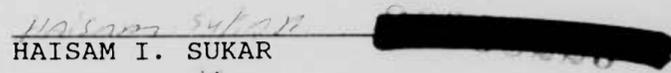
IN WITNESS WHEREOF, this Certificate of Amendment has been executed this 20th day of JAN, 1992.

FORMER GENERAL PARTNER



BRIAN T. SPEARS

SUBSTITUTE GENERAL PARTNER


HAISAM I. SUKAR

1992 JAN 14 PM 1:57

20358271

20358275

1992 FEB -4 A 8 41

1992 JAN 23 P 8 50

SU

3393 1579

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 305

DOCUMENT CODE 20 MA BUSINESS CODE _____ COUNTY 52

M3306669 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>Siskind, Burch, Grady</u>
71	_____	Financial	<u>& Rosen</u>
600	_____	_____ Personal	<u>2 E. Fayette Street</u>
		Property Reports and late filing penalties	<u>Baltimore, Md. 21202</u>
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL \$ FEES 50.00

Check _____ Cash

NOTE:

1 Documents on 2 checks

APPROVED BY: [Signature]

3393 1580

CERTIFICATE OF AMENDMENT
OF
DELMAR SUBWAY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 4, 1992 AT 8:47 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3306669

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.

RETURN TO:
SUSKIND, BURCH, GRADY & ROSEN
2 E. FAYETTE ST.
BALTIMORE MD 21202

153C3050618

A 378142



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER, FOLIO. 3393 1578

2-10-92 at *416p* BOOK
WEST RIVER HOMES LIMITED PARTNERSHIP

14 PAGE 307

CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED

'92 FEB 10 PM 4 16

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this *10th* day of February, 1992 by LOVELL HOMES INC., a Maryland corporation and a general partner of the Partnership, and THE REGENCY HOMES GROUP, INC., a Maryland corporation and a general partner of the Partnership.

Recitals

West River Homes Limited Partnership (the "Partnership") is hereby organized under the Maryland Revised Uniform Limited Partnership Act (the "Act"). The General Partners of the Partnership hereby certify as follows:

1. The business of the Partnership shall be conducted under the name "West River Homes Limited Partnership." The partners will enter into an Agreement of Limited Partnership (the "Partnership Agreement"), and the business and affairs of the Partnership shall be governed by the Partnership Agreement.

2. The address of the principal office of the Partnership is 49 Old Solomons Island Road, Suite 301, Annapolis, Maryland 21041.

3. The name and address of the resident agent of the Partnership are Jackson G. Kochen, Suite 200, 9030 Red Branch Road, Columbia, Maryland 21045.

4. The names and business addresses of the General Partners of the Partnership are (i) Lovell Homes Inc., Suite 200, 9030 Red Branch Road, Columbia, Maryland 21045, and (ii) The Regency Homes Group, Inc., 49 Old Solomons Island Road, Suite 301, Annapolis, Maryland 21041.

5. The Partnership shall be dissolved and its affairs wound up at the earlier to occur of December 31, 2042, or an event stated in the Act or the Partnership Agreement.

1992 AUG 14 PM 1:57

SH

20428225

IN WITNESS WHEREOF, each undersigned General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

ATTEST:

LOVELL HOMES, INC.

Leahon K. Kelly
Leahon K. Kelly, *1/3/92* Secretary

By: *Jackson G. Kochen*
Jackson G. Kochen,
Executive Vice President

ATTEST:

THE REGENCY HOMES GROUP, INC.

Frank V. Mazza
Secretary

By: *Frank V. Mazza*
Frank V. Mazza, President

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 309

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

- 10 _____ Expedited Fee
- 20 _____ Organ. & Capitalization
- 61 _____ Rec. Fee (Arts. of Inc.)
- 62 _____ Rec. Fee (Amendment)
- 63 _____ Rec. Fee (Merger or Consolidation)
- 64 _____ Rec. Fee (Transfer)
- 65 _____ Rec. Fee (Dissolution)
- 66 _____ Rec. Fee (Revival)
- 52 _____ Foreign Qualification
- 50 _____ Cert. of Qual. or Reg.
- 51 _____ Foreign Name Registration
- 13 _____ Certified Copy _____
- 56 _____ Penalty
- 54 _____ For. Supplemental Cert.
- 53 _____ Foreign Resolution
- 73 _____ Certificate of Conveyance

Name Change
(New Name) _____

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

- 75 _____ Special Fee
- 80 _____ For. Limited Partnership
- 83 50 _____ Cert. Limited Partnership
- 84 _____ Amendment to Limited Partnership
- 85 _____ Termination of Limited Partnership
- 21 _____ Recordation Tax
- 22 _____ State Transfer Tax
- 23 _____ Local Transfer Tax
- 31 _____ Corp. Good Standing
- NA _____ Foreign Corp. Registration
- 87 _____ Limited Part. Good Standing
- 71 _____ Financial
- 600 _____ _____ Personal
- _____ Property Reports and _____ late filing penalties
- 70 _____ Change of P.O., R.A. or R.A.A.
- 91 _____ Amend/Cancellation, For. Limited Part.
- _____ Other _____
- _____ Other _____

ATTENTION: _____

MAIL TO ADDRESS: _____

Virginia K Adams
1320 Bolton Street
Baltimore, Md. 21217

TOTAL FEES 50.00

Check Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: AWB

3294 2049

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WEST RIVER HOMES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 10, 1992 AT 4:16 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3370954

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.

RETURN TO:
VIRGINIA K. ADAMS
1320 BOLTON STREET
BALTIMORE

MD 21217

157C3051181

A 378542



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3394 2046

STATE DEPARTMENT OF ASSESSMENT AND TAXATION

STATE DEPT. OF ASSESSMENTS & TAXATION

RECEIVED
FEB 13 PM 12 14

2/13/92

12:15 P

CERTIFICATE OF LIMITED PARTNERSHIP

GMMC LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 2nd day of January, 1992. GMMC, Inc., constituting all of the general partners of GMMC Limited Partnership, hereby certifies that:

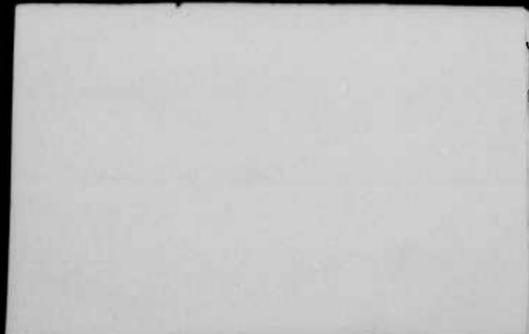
Throughout the Certificate any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act, as amended from time to time ("MRULPA"), shall have the same meaning as provided in the MRULPA, and the word or words listed below within quotation marks shall be deemed to include the 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 "GMMC Limited Partnership."
 - 2. Principal Office and Resident Agent. The address of the principal office of the partnership in this state is 12 Francis Street, Annapolis, Maryland 21404. The name and address of the resident agent of the partnership in this state is George N. Manis, 12 Francis Street, Annapolis, Maryland 21404.
 - 3. Name of Address of General Partner. The name and business mailing address of the general partner is as set forth on the signature page hereof.

1992 AUG 14 PM 1:57

311

20458028



4. Dissolution. The latest date upon which the partnership is to dissolve is December 31, 2021.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 2nd day of January 1992.

GMMC, Inc.
12 Francis Street
Annapolis, Maryland 21404

By: George N. Manis
George N. Manis, Director

Michael F. Canning
Michael F. Canning, Director

7326 1861
~~7326 0029~~

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 313

DOCUMENT CODE 050 BUSINESS CODE 23 COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Mary R. Craig, Esq.</u>
71	_____	Financial	<u>Doyle and Craig, P.A.</u>
600	_____	Property Reports and late filing penalties	<u>25 S. Charles St, Ste 1910</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>Baltimore, MD 21201</u>
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other	
	_____	Other	

TOTAL FEES 80

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: HW

3396 1252

3396 0070

STATE DEPARTMENT OF REVENUE

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

2-18-92 8:45 A.

THE NAME

The General Partner herein, RAMOR CORPORATION, P. O. Box 2229, Rockville, Maryland 20847-2229, hereby forms a Limited Partnership to be known as 1114M Limited Partnership.

PURPOSE

The Partnership is formed to invest in that property known as 1114 Monroe Street, N. W., Washington, D. C. 20010, to improve it, sub-divide it, finance it, sell it, modify it or in any other manner deal with the property.

ADDRESS OF GENERAL PARTNER

The general Partner is RAMOR CORPORATION of P. O. Box 2229, Rockville, Maryland 20847-2229.

NAME AND ADDRESS OF RESIDENT AGENT

The Resident Agent is Richard Basile, Esquire, of 6305 Ivy Lane, Suite 416, Greenbelt, Maryland 20770.

ADDRESS OF PRINCIPAL OFFICE

The address of the principal office of the Partnership will be 1473 Jordan Avenue, Crofton, Maryland 21114.

TERMINATION OF PARTNERSHIP

This Partnership shall terminate upon the death of the partners, the sale of that property known as 1114 Monroe Street, NW, Washington, DC 20010 or its ultimate expiration on January 30, 2022, whichever shall first occur.

[Signature]
RAMOR CORPORATION, President

Jan 30 1992
Date

511

20498337

57 8 47 81 833

RECORDED IN 1992

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 316

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	_____ Certified Copy _____
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance

Name Change (New Name) _____

_____	Change of Name
_____	Change of Principal Office
_____	Change of Resident Agent
_____	Change of Resident Agent Address
_____	Resignation of Resident Agent
_____	Designation of Resident Agent and Resident Agent's Address
_____	Other Change _____

76 _____ Certificate of Merger/Transfer

75	_____	Special Fee
80	_____	For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84	_____	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	_____ Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	_____ Limited Part. Good Standing
71	_____	Financial
600	_____	_____ Personal
	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
	_____	Other
	_____	Other

Code _____

ATTENTION: _____

Richard Basile
Esq.

MAIL TO ADDRESS: _____

6305 Ivy Lane
Ste. 416
Greenbelt Md
20770

TOTAL FEES 50

Check _____ Cash

1 Documents on 1 checks

NOTE:

APPROVED BY: [Signature]

APPROVED FOR RECORD

CERTIFICATE OF LIMITED PARTNERSHIP

2-21-92 at 9:00 A.M.

of

THE PHOENIX VALUE FUND LIMITED PARTNERSHIP

This Certificate is presented for filing pursuant to Section 10-201 of the Corporations and Associations Article of the Annotated Code of Maryland.

1. Name. The name of the limited partnership is "The Phoenix Value Fund Limited Partnership."

2. Principal Office. The address of the principal office of the limited partnership is 3214 Blackwalnut Drive, Annapolis, Maryland 21403, c/o Leshner Capital Management, Inc., General Partner.

3. Resident Agent. The name and address of the resident agent is Brian Leshner, 3214 Blackwalnut Drive, Annapolis, Maryland 21403.

4. General Partner. The name and address of the General Partner is Leshner Capital Management, Inc., c/o Brian Leshner, President, 3214 Blackwalnut Drive, Annapolis, Maryland 21403.

5. Dissolution Date. The latest date upon which the limited partnership is to be dissolved and its affairs wound up is December 31, 2002.

Signature of the General Partner:

Leshner Capital Management, Inc.

By: Brian Leshner
Brian Leshner, President

1992 AUG 14 PM 1:57

SW

20528510

3397 3377

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 319

DOCUMENT CODE 05th BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>7</u>	<u>1</u> Certified Copy <u>1P</u>	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	ATTENTION: _____
83	<u>50</u>	Cert. Limited Partnership	<u>T.R. Salley, III</u>
84	_____	Amendment to Limited Partnership	<u>Esq.</u>
85	_____	Termination of Limited Partnership	MAIL TO ADDRESS: _____
21	_____	Recordation Tax	<u>1666 "K" St. N.H.</u>
22	_____	State Transfer Tax	<u>Ste. 901</u>
23	_____	Local Transfer Tax	<u>Wash D.C.</u>
31	_____	Corp. Good Standing	<u>2006-2803</u>
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

TOTAL FEES 57

Check _____ Cash _____
1 Documents on 1 checks

APPROVED BY: [Signature]

NOTE: _____
COPY MADE 2278

CERTIFICATE OF LIMITED PARTNERSHIP
OF
THE PHOENIX VALUE FUND LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 21, 1992 AT 9:00 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID.

RECORDING
FEE PAID.

SPECIAL
FEE PAID.

\$ _____

\$ 50.00

\$ _____

M3378452

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.

RETURN TO:
T.R. SALLEY, III, ESQUIRE
1666 K STREET, N.W., STE. 901
WASHINGTON DC 20006 2803

166C3052512

A 381273



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 7397 2276

2-21-92 at 9:13 a

BOOK

14 PAGE 321

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP OF
THE ANNAPOLIS DINNER THEATER LIMITED PARTNERSHIP

This Amended and Restated Certificate of Limited Partnership of The Annapolis Dinner Theater Limited Partnership is made as of this 1st day of January, 1992, by the undersigned parties.

W I T N E S S E T H:

WHEREAS, a Certificate and Agreement of Limited Partnership of The Annapolis Dinner Theater Limited Partnership (the "Certificate") was filed with the Maryland State Department of Assessments and Taxation on May 31, 1988; and

WHEREAS, the undersigned party, constituting the sole general partner of The Annapolis Dinner Theater Limited Partnership (the "Partnership") desires to delete the Certificate in its entirety and substitute therefor this Amended and Restated Certificate of Limited Partnership; and

WHEREAS, the undersigned, being the sole general partner of the Partnership, hereby certifies that:

1. Partnership Name. The name of the Partnership shall be "The Annapolis Dinner Theater Limited Partnership."

2. Principal Office and Resident Agent. The address of the principal office of the Partnership is 339 Revell Highway, Route 50, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership in this State is Robert J. Chew, 339 Revell Highway, Route 50, Annapolis, Maryland 21401.

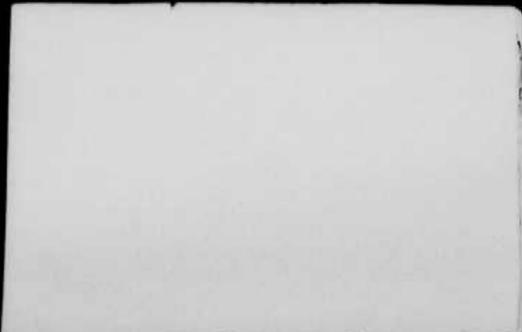
RECORDED IN BOOK 14 PAGE 321

SW

20528527

JAN 23 1992

JAN 23 1992



3. Name and Address of General Partner. The name and the business, residence or mailing address of each general partner are as set forth on the signature pages hereof.

4. Dissolution. The latest date upon which the Partnership is to dissolve is June 1, 2097.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Limited Partnership has been signed this 1st day of January, 1992.

GENERAL PARTNER:



Robert J. Chew
339 Revell Highway, Route 50
Annapolis, Maryland 21401

A&RCLP.247

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 20^{ma} BUSINESS CODE _____ COUNTY 52
M2568426 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name) _____
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	_____	Certified Copy _____	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change _____

Code 074
ATTENTION: James E. Baker, Jr.

MAIL TO ADDRESS: _____

TOTAL FEES \$ 50.00

Check _____ Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: [Signature]

3387 2375

CERTIFICATE OF AMENDMENT
OF
THE ANNAPOLIS DINNER THEATER LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND FEBRUARY 21, 1992 AT 9:13 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2568426

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.

RETURN TO:
SMITH, SOMERVILLE & CASE
ATTN: JAMES E. BAKER, JR.
100 LIGHT STREET
BALTIMORE MD 21202

166C3052535

A 381291



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3397 2372

BOOK 14 PAGE 324

APPROVED FOR RECORD
3-2-92 at 8:28A.

CROMWELL III LIMITED PARTNERSHIP

CERTIFICATE OF LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 27TH day of February, 1992, by and between the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the general partners and limited partners of Cromwell III Limited Partnership hereby certify that:

Definitions

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:

CROMWELL III LIMITED PARTNERSHIP

2. Purposes. The purposes for which the Partnership is formed shall be as follows:

2.1. The Partnership shall acquire the contract right to purchase in fee simple a tract of real property comprising 9.076 acres, more or less, located in Anne Arundel County, Maryland. Said property is depicted on the Plat entitled "Cromwell Fountain, Section III, A Condominium Apartment Subdivision, Plat One of Two", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 142, page 50, as Plat No. 7423. The Partnership shall then acquire the property and construct thereon an apartment condominium complex and market and sell the individual condominium units to the general public. Said tract of real property together with the improvements to be constructed thereon and appurtenances thereto shall be hereinafter referred to as the "Property".

2.2. The Partnership may sell all or any part of the Property.

1992 MAR 24 10:20:24

1992 MAR 24 8:28

SW

3388 1075

2062867C

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.

3. Principal Office and Resident Agent. The address of the principal office of the Partnership is 305 E. Furnace Branch Road, Glen Burnie, Anne Arundel County, Maryland 21060. The name and address of the resident agent of the Partnership in this State are:

Frank J. Scott, Sr.
305 E. Furnace Branch Road
P.O. Box 878
Glen Burnie, Maryland 21060

4. Names and Addresses of Partners. The name and the home or business address of each partner are as set forth on the signature pages hereof.

5. Cash or Other Contributions by Partners. The amount of cash contributed by each limited partner is as set forth on the signature pages hereof.

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 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 1986, and the similar provisions of the tax law of any state or other jurisdiction.

6.4. Anything contained in this Certificate in 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.

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 Agreement 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 of 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 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 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 laws, 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 (6) 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 if, 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 of 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.

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:

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 and 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 shall be distributed at least annually among the partners in proportion to each partner's respective percentage of partnership interest.

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 therefore, 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.

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 interests 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 percentage of partnership interest exceeds 66.67% 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 31, 2001.

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.

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 27th day of February, 1992.

WITNESS/ATTEST:

GENERAL PARTNER:

CROMWELL III ASSOCIATES, INC.
a Maryland corporation

Mary C. Jones

By: Frank J. Scott, Sr. (Seal)
President

305 E. Furnace Branch Road
Glen Burnie, Maryland 21060

LIMITED PARTNERS:

Mary C. Sachs

Frank J. Scott Sr. (Seal)
Frank J. Scott Sr.
566 Pinedale Drive
Annapolis, Maryland 21401

Mary C. Sachs

F. James Scott, Jr. (Seal)
F. James Scott, Jr.
1847 Fox Hollow Run
Pasadena, Maryland 21122

Mary C. Sachs

John S. Pantelides (Seal)
John S. Pantelides
1609 Virginia Avenue
Annapolis, Maryland 21401

Mary C. Sachs

Frederick A. Haase (Seal)
Frederick A. Haase
3621 Stansbury Mill Road
Phoenix, Maryland 21131

After recording, please return to:

James C. Praley
Lessans and Tate
7419 Baltimore Annapolis Blvd.
P. O. Box 1330
Glen Burnie, Maryland 21060

cromwell3:crom3.clp
2/24/92

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 332

DOCUMENT CODE 0539 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Reliquious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>146</u>
80	_____	For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: <u>James Praley</u>
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 50

Check _____ Cash

1 Documents on 1 checks

APPROVED BY: [Signature]

NOTE:

7399 1097

CERTIFICATE OF LIMITED PARTNERSHIP
OF
CROMWELL III LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 2, 1992 AT 8:28 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3381621

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.

RETURN TO:
LESSANS AND TATE
JAMES PRALEY
POST OFFICE BOX 1330
GLEN BURNIE MD 21061 3592

170C3050134

A 381995



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3399 1074

CERTIFICATE OF AMENDMENT TO CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF ROUTE 30 LIMITED PARTNERSHIP

3-3-92 at 3:10 p.m.

THIS CERTIFICATE OF AMENDMENT TO CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP OF ROUTE 30 LIMITED PARTNERSHIP is dated the 24th day of Feb, 1992.

WHEREAS, the Certificate and Agreement of Limited Partnership of Route 30 Limited Partnership was recorded with the Maryland State Department of Assessments and Taxation on March 17, 1988 as Identification No. M2521524; and

WHEREAS, Paul M. McConnell has resigned as a general partner of the limited partnership effective as of March 8, 1989 and, with the consent of all partners, has become a limited partner of the limited partnership with the same Percentage of Partnership Interest.

WITNESSETH, the Certificate and Agreement of Limited Partnership of Route 30 Limited Partnership is hereby amended in the following respects:

Section 4 (a) is amended to change the status of Paul M. McConnell from general partner to limited partner.

IN WITNESS WHEREOF, a general partner and Paul M. McConnell, as withdrawing general partner and limited partner, have executed this Certificate of Amendment as of the day and year first above written.

1992 MAR 14 PM 1:57

RECEIVED
'92 MAR 3 PM 3 10
STATE DEPT. OF
ASSESSMENTS & TAXATION

MS

20648080

WITNESS:

EMORY HOLDINGS II LIMITED PARTNERSHIP

John C. Schuler

By: R. Clayton Emory (SEAL)
R. Clayton Emory, General Partner
General Partner

John S. McDaniel

Paul M. McConnell (SEAL)
Paul M. McConnell
Withdrawing General Partner
and Limited Partner

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 336

DOCUMENT CODE 2039 BUSINESS CODE _____ COUNTY 52
M2521524 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>078</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Doring Lloyd</u>
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	
71	_____	Financial	
600	_____	Property Reports and late filing penalties	
		_____ Personal	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES \$ 50.00

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: SWS

1992 JUL 24 AM 10:24 3400 0221

CERTIFICATE OF AMENDMENT
OF
ROUTE 30 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 3, 1992 AT 3:10 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

2521524

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.

RETURN TO:
CBER, KALER, GRIMES AND SHRIVER
ATTN: DORING LLOYD
120 EAST BALTIMORE ST.
BALTIMORE MD 21202 1643

172C3050567

A 382345



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3400 0218

NI-582

BOOK 14 PAGE 338

APPROVED FOR RECORD
3-12-92 at 12:09 p.m.

**CERTIFICATE OF AMENDMENT
P.G. CORRIDOR I LIMITED PARTNERSHIP**

The undersigned certify as follows with respect to P.G. Corridor I Limited Partnership, a Maryland limited partnership (the "Partnership"):

I. Partnership Name. The name of the partnership is "P.G. CORRIDOR I LIMITED PARTNERSHIP".

II. Amendment. J.P.B., Inc., a Virginia corporation and Ray G. Wicken, an individual, withdraw as general partners of the Partnership and The Culley Living Trust shall be the sole general partner of the Partnership. J. Patrick Blew and Ray G. Wicken withdraw as limited partners and Viking Partners, Inc., a California corporation is admitted as the sole limited partner of the Partnership. The name and address of each of the partners of the Partnership is as set forth in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment as of this 7th day of February, 1992.

GENERAL PARTNER

THE CULLEY LIVING TRUST,
a Trust u/t/a dated January 24, 1986

By: Grant B. Culley, Jr.
Co-Trustee

By: Suzanne LaFollette Culley
Co-Trustee

WITHDRAWING GENERAL PARTNERS

J.P.B., INC., a Virginia corporation

By: _____
J. Patrick Blew, President

Ray G. Wicken

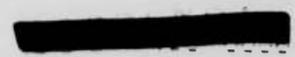
1992 MAR 12 P 12:09

1992 JUL 24 AM 10:24

20728565
20728561

40

1992 MAR -2 A 9 30



SUBSTITUTE LIMITED PARTNER

Viking Partners, Inc., a
California Corporation

By: *Suzanne LaFollette Culley*
Suzanne LaFollette Culley,
President

WITHDRAWING LIMITED PARTNERS

J. Patrick Blew

Ray G. Wicken

EXHIBIT A

<u>GENERAL PARTNER</u>	<u>PARTNERSHIP INTEREST</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>
The Culley Living Trust c/o Grant B. Culley, Jr. 3272 Alpine Road Menlo Park, CA 94025	49.00%	\$350,000.00 ¹
<u>LIMITED PARTNER</u>		
Viking Partners, Inc.	51.00%	\$865,000.00 ²

¹ The Culley Living Trust, as a general partner, is contributing all of its right, title and interest in and to that certain parcel of land containing approximately 4.995 acres of land located and situate in Corridor Industrial park in the Sixth Election District of Howard County, Maryland, the agreed net fair market value of which is \$335,000.00 in cash to the Partnership.

² Viking Partners, Inc. is contributing \$665,000.00 in cash to the Partnership. In addition, Viking is pledging certain collateral as security for a loan to the Partnership, the agreed net fair market value of which is \$200,000.00.

**CERTIFICATE OF AMENDMENT
P.G. CORRIDOR I LIMITED PARTNERSHIP**

The undersigned certify as follows with respect to P.G. Corridor I Limited Partnership, a Maryland limited partnership (the "Partnership"):

I. Partnership Name. The name of the partnership is "P.G. CORRIDOR I LIMITED PARTNERSHIP".

II. Amendment. J.P.B., Inc., a Virginia corporation and Ray G. Wicken, an individual, withdraw as general partners of the Partnership and The Culley Living Trust shall be the sole general partner of the Partnership. J. Patrick Blew and Ray G. Wicken withdraw as limited partners and Viking Partners, Inc., a California corporation is admitted as the sole limited partner of the Partnership. The name and address of each of the partners of the Partnership is as set forth in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment as of this 7th day of February, 1992.

GENERAL PARTNER

THE CULLEY LIVING TRUST,
a Trust u/t/a dated January 24, 1986

By: _____
Grant B. Culley, Jr.
Co-Trustee

By: _____
Suzanne LaFollette Culley
Co-Trustee

WITHDRAWING GENERAL PARTNERS

J.P.B., INC., a Virginia corporation

By: J. Patrick Blew
J. Patrick Blew, President

Ray G. Wicken

SUBSTITUTE LIMITED PARTNER

VIKING PARTNERS, INC., a
California Corporation

By: _____
Grant B. Culley, President

WITHDRAWING LIMITED PARTNERS

J. Patrick Blew

J. Patrick Blew

Ray G. Wicken

EXHIBIT A

<u>GENERAL PARTNER</u>	<u>PARTNERSHIP INTEREST</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>
The Culley Living Trust c/o Grant B. Culley, Jr. 3272 Alpine Road Menlo Park, CA 94025	49.00%	\$350,000.00 ¹
<u>LIMITED PARTNER</u>		
Viking Partners, Inc.	51.00%	\$865,000.00 ²

¹ The Culley Living Trust, as a general partner, is contributing all of its right, title and interest in and to that certain parcel of land containing approximately 4.995 acres of land located and situate in Corridor Industrial park in the Sixth Election District of Howard County, Maryland, the agreed net fair market value of which is \$335,000.00 in cash to the Partnership.

² Viking Partners, Inc. is contributing \$665,000.00 in cash to the Partnership. In addition, Viking is pledging certain collateral as security for a loan to the Partnership, the agreed net fair market value of which is \$200,000.00.

**CERTIFICATE OF AMENDMENT
P.G. CORRIDOR I LIMITED PARTNERSHIP**

The undersigned certify as follows with respect to P.G. Corridor I Limited Partnership, a Maryland limited partnership (the "Partnership"):

I. Partnership Name. The name of the partnership is "P.G. CORRIDOR I LIMITED PARTNERSHIP".

II. Amendment. J.P.B., Inc., a Virginia corporation and Ray G. Wicken, an individual, withdraw as general partners of the Partnership and The Culley Living Trust shall be the sole general partner of the Partnership. J. Patrick Blew and Ray G. Wicken withdraw as limited partners and Viking Partners, Inc., a California corporation is admitted as the sole limited partner of the Partnership. The name and address of each of the partners of the Partnership is as set forth in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Amendment as of this 7th day of February, 1992.

GENERAL PARTNER

THE CULLEY LIVING TRUST,
a Trust u/t/a dated January 24, 1986

By: _____
Grant B. Culley, Jr.
Co-Trustee

By: _____
Suzanne LaFollette Culley
Co-Trustee

WITHDRAWING GENERAL PARTNERS

J.P.B., INC., a Virginia corporation

By: _____
J. Patrick Blew, President

Ray G. Wicken

3403 0066

SUBSTITUTE LIMITED PARTNER

VIKING PARTNERS, INC., a
California Corporation

By: _____
Grant B. Culley, President

WITHDRAWING LIMITED PARTNERS

J. Patrick Blew
[Signature]

Ray G. Wicken

EXHIBIT A

<u>GENERAL PARTNER</u>	<u>PARTNERSHIP INTEREST</u>	<u>INITIAL CAPITAL CONTRIBUTION</u>
The Culley Living Trust c/o Grant B. Culley, Jr. 3272 Alpine Road Menlo Park, CA 94025	49.00%	\$350,000.00 ¹
 <u>LIMITED PARTNER</u>		
Viking Partners, Inc.	51.00%	\$865,000.00 ²

¹ The Culley Living Trust, as a general partner, is contributing all of its right, title and interest in and to that certain parcel of land containing approximately 4.995 acres of land located and situate in Corridor Industrial park in the Sixth Election District of Howard County, Maryland, the agreed net fair market value of which is \$335,000.00 in cash to the Partnership.

² Viking Partners, Inc. is contributing \$665,000.00 in cash to the Partnership. In addition, Viking is pledging certain collateral as security for a loan to the Partnership, the agreed net fair market value of which is \$200,000.00.

Guaranteed by Viking Partners, Inc.
805 Equitable Building
Towson, Maryland 21204

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 347

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
M 2054344 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: _____
84	<u>50</u>	Amendment to Limited Partnership	<u>Isabell C. Kerr</u>
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	Limited Part. Good Standing	<u>Guarantee Title Services</u>
71	_____	Financial	<u>Inc.</u>
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	<u>Ste. 805</u>
91	_____	Amend/Cancellation, For. Limited Part.	<u>Equitable Bldg.</u>
_____	_____	Other	<u>Towson, Md. 2/20/04</u>
_____	_____	Other	<u>3403 0159</u>

TOTAL FEES 50
_____ Check _____ Cash
_____ Documents on 2 checks

APPROVED BY: [Signature]

NOTE:

CERTIFICATE OF AMENDMENT
OF
P.G. CORRIDOR I LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 12, 1992 AT 12:09 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2054344

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.

RETURN TO:
GUARANTEE TITLE SERVICES, INC.
ATTN: ISABELL C. KERR
EQUITABLE BLDG., STE. 805
TOWSON MD 21204

180C3051633

A 383211



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO 3403 0059

PRE-OWNED PARTNERSHIPS®

Brad Davidson, President
P.O. Box 1909
Annapolis, MD 21404

Nationwide (800) 426-6656
Fax (301) 626-0014

PRE-OWNED PARTNERSHIPS, INC.

3/13/92 8:41

Articles of Amendment
(A Close Corporation)

PRE-OWNED PARTNERSHIPS, INC., a Maryland corporation having its principal office in Anne Arundel County, Maryland, hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: The name of the Corporation is hereby amended by striking out:

"SECOND: The name of the Corporation (which is hereafter called the "Corporation" is PRE-OWNED PARTNERSHIPS, INC."

and inserting in lieu thereof the following:

"SECOND: The name of the Corporation (which is hereafter called the "Corporation") is PARTNERSHIP VALUATIONS, INC."

SECOND: The amendment of the charter of the Corporation as hereinabove set forth has been duly authorized by the sole stockholder. The Corporation is a close corporation, electing not to have a board of directors.

THE UNDERSIGNED, President of PRE-OWNED PARTNERSHIPS, INC., who executed on behalf of said Corporation, the foregoing Articles of Amendment, of which this certificate is made a part, hereby acknowledges, in the name and on behalf of said Corporation, the foregoing Articles of Amendment 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.

ATTEST:

Girard Bradford Davidson
Girard Bradford Davidson, SECRETARY

Girard Bradford Davidson
Girard Bradford Davidson, PRESIDENT

1992 JUL 24 AM 10:24

1992 MAR 13 11 08 AM

SD

20738001

3403 1471

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 350

DOCUMENT CODE 09A^{MN} BUSINESS CODE _____ COUNTY 52

D245582 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE AMOUNT FEE REMITTED

- 10 _____ Expedited Fee
- 20 _____ Organ. & Capitalization
- 61 _____ Rec. Fee (Arts. of Inc.)
- 62 20 Rec. Fee (Amendment)
- 63 _____ Rec. Fee (Merger or Consolidation)
- 64 _____ Rec. Fee (Transfer)
- 65 _____ Rec. Fee (Dissolution)
- 66 _____ Rec. Fee (Revival)
- 52 _____ Foreign Qualification
- 50 _____ Cert. of Qual. or Reg.
- 51 _____ Foreign Name Registration
- 13 _____ Certified Copy _____
- 56 _____ Penalty
- 54 _____ For. Supplemental Cert.
- 53 _____ Foreign Resolution
- 73 _____ Certificate of Conveyance

Name Change (New Name) Partnership Valuations, Inc.

- Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change _____

76 _____ Certificate of Merger/Transfer

- 75 _____ Special Fee
- 80 _____ For. Limited Partnership
- 83 _____ Cert. Limited Partnership
- 84 _____ Amendment to Limited Partnership
- 85 _____ Termination of Limited Partnership
- 21 _____ Recordation Tax
- 22 _____ State Transfer Tax
- 23 _____ Local Transfer Tax
- 31 _____ Corp. Good Standing
- NA _____ Foreign Corp. Registration
- 87 _____ Limited Part. Good Standing
- 71 _____ Financial
- 600 _____ Personal

Code _____

ATTENTION: _____

MAIL TO ADDRESS: _____

Brad Davidson
PO Box 1909
Annapolis Md 21404

TOTAL FEES _____

20 Check _____ Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: A

3403 1472

ARTICLES OF AMENDMENT
OF
PRE-OWNED PARTNERSHIPS, INC.
CHANGING ITS NAME TO:
PARTNERSHIP VALUATIONS, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 13, 1992 AT 8:41 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

_____ \$ 20.00 _____

_____ D2115582 _____

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.

RETURN TO:
BRAD DAVIDSON
P.O. BOX 1909
ANNAPOLIS

MD 21404

182C3051961

A 383618



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO 2403 1470

WEST RIVER HOMES LIMITED PARTNERSHIP

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP

3-13-92 1.05 p.m.

THIS CERTIFICATE OF AMENDMENT is made this 11th day of February, 1992 by LOVELL HOMES INC., a Maryland corporation and a general partner of the Partnership, and THE REGENCY HOMES GROUP, INC., a Maryland corporation and a general partner of the Partnership.

Recitals

West River Homes Limited Partnership (the "Partnership") was organized under the Maryland Revised Uniform Limited Partnership Act (the "Act") pursuant to a Certificate of Limited Partnership filed with the State Department of Assessments and Taxation of Maryland on February 10, 1992. The General Partners of the Partnership hereby amend the Certificate of Limited Partnership to change the name of the Partnership as follows:

1. The name of the Partnership shall be changed to "SOUTH COUNTY HOMES LIMITED PARTANERSHIP."

2. Except as set forth herein, the Certificate of Limited Partnership shall remain in full force and effect.

IN WITNESS WHEREOF, each undersigned General Partner acknowledges that this Certificate of Amendment is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Amendment under seal as of the day and year first above written.

1992 JUL 24 AM 10:24

ATTEST:

[Signature]
Secretary

LOVELL HOMES, INC.

By: *[Signature]*
Jackson G. Kochen,
President

ATTEST:

[Signature]
Secretary

THE REGENCY HOMES GROUP, INC.

By: *[Signature]*
Frank V. Mazza, President

RECEIVED
MAY 13 PM 1 05
STATE DEPT. OF
ASSESSMENTS & TAXATION

SU

20738531

3403 0747

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

11 PAGE 353

DOCUMENT CODE 203.9 BUSINESS CODE _____ COUNTY 52

M3370954 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED
10	_____	Expedited Fee
20	_____	Organ. & Capitalization
61	_____	Rec. Fee (Arts. of Inc.)
62	_____	Rec. Fee (Amendment)
63	_____	Rec. Fee (Merger or Consolidation)
64	_____	Rec. Fee (Transfer)
65	_____	Rec. Fee (Dissolution)
66	_____	Rec. Fee (Revival)
52	_____	Foreign Qualification
50	_____	Cert. of Qual. or Reg.
51	_____	Foreign Name Registration
13	_____	Certified Copy _____
56	_____	Penalty
54	_____	For. Supplemental Cert.
53	_____	Foreign Resolution
73	_____	Certificate of Conveyance

Name Change (New Name) South County Homes Limited Partnership

- Change of Name
- Change of Principal Office
- Change of Resident Agent
- Change of Resident Agent Address
- Resignation of Resident Agent
- Designation of Resident Agent and Resident Agent's Address
- Other Change _____

76 _____ Certificate of Merger/Transfer

75	_____	Special Fee
80	_____	For. Limited Partnership
83	_____	Cert. Limited Partnership
84	<u>50</u>	Amendment to Limited Partnership
85	_____	Termination of Limited Partnership
21	_____	Recordation Tax
22	_____	State Transfer Tax
23	_____	Local Transfer Tax
31	_____	Corp. Good Standing
NA	_____	Foreign Corp. Registration
87	_____	Limited Part. Good Standing
71	_____	Financial _____ Personal
600	_____	Property Reports and late filing penalties
70	_____	Change of P.O., R.A. or R.A.A.
91	_____	Amend/Cancellation, For. Limited Part.
_____	_____	Other _____
_____	_____	Other _____

Code 048

ATTENTION: Virginia Adams

MAIL TO ADDRESS: _____

TOTAL \$ 50.00
FEES

Check _____ Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

3403 0748

CERTIFICATE OF AMENDMENT
OF
WEST RIVER HOMES LIMITED PARTNERSHIP
CHANGING ITS NAME TO:
SOUTH COUNTY HOMES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 13, 1992 AT 1:05 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3370954

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.

RETURN TO:
PIPER & MARBURY
ATTN: VIRGINIA ADAMS
1100 CHARLES CENTER SOUTH
36 SOUTH CHARLES STREET
BALTIMORE MD 21201

181C3051819

A 383501



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO.
3403 0746

BOOK

14 PAGE 355

3-23-92

132P

CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED
MAR 23 PM 32
STATE DEPT.
ASSESSMENTS & TAXATION

THIS CERTIFICATE OF LIMITED PARTNERSHIP made this 20th day of March, 1992, by the undersigned parties.

WITNESSETH:

We, the undersigned parties, constituting all of the general partners of A. Woodfield Family Limited Partnership, hereby 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 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 the "A. Woodfield Family Limited Partnership."

2. Principal Office and Resident Agent.

The address of the principal office of the Partnership in this State is 45 Old Solomons Island Road, Suite 204, Annapolis, Maryland 21401. The name and address of the resident agent of the Partnership in this State are Albert W. Woodfield, III, 45 Old Solomons Island Road, Suite 204, Annapolis, Maryland 21401.

3. Names and Addresses of General Partners.

The name and mailing address of each general partner are as follows:

- (a) Albert W. Woodfield
202 Winchester Road
Annapolis, Maryland 21401
- (b) Louise W. Morris
1567 Old Annapolis Blvd.
Arnold, Maryland 21012
- (c) Jessie W. Gott
4722 Woodfield Road
Galesville, Maryland 20765

SW

1992 JUL 24 AM 10:15

20848055 3404 2711

4. Dissolution.

The latest date upon which the Partnership is to dissolve is December 31, 2009.

IN WITNESS WHEREOF, this Certificate has been signed this 20th day of March, 1992.

GENERAL PARTNERS:

Albert W. Woodfield

by Albert W. Woodfield, III
Albert W. Woodfield, III, Attorney-in-Fact pursuant to Power of Attorney dated January 18, 1989

Louise W. Morris
Louise W. Morris

Jessie W. Gott
Jessie W. Gott

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>50</u>	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2P</u>	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	Code _____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	MAIL TO ADDRESS: _____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	_____ Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

TOTAL FEES 108

Check

Cash

Documents on _____ checks

APPROVED BY: [Signature]

CERTIFIED New York
COPY MADE Handfile

CERTIFICATE OF LIMITED PARTNERSHIP
OF
A. WOODFIELD FAMILY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MARCH 23, 1992 AT 1:32 O'CLOCK P.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3397767

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.

RETURN TO:
KATHRYN M. WOODFIELD
1220 YOUNGS FARM ROAD
ANNAPOLIS MD 21403 1505

186C3052552

A 384155



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3404 2710

CERTIFICATE OF LIMITED PARTNERSHIP
OF
POWELLS CREEK APARTMENTS LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 31st day of March, 1992, by Osprey Investment Company, a Maryland corporation, as the General Partner.

EXPLANATORY STATEMENT

Osprey Investment Company, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Powells Creek Apartments Limited Partnership".

2. The purposes for which the Partnership is formed are as follows: (a) directly or indirectly through one or more partnerships, to acquire, own, hold, improve, develop, lease, manage, sell, exchange, or otherwise deal with real property and any improvements thereon as opportunities arise; and (b) to do any and all things necessary, convenient or incidental to the foregoing.

3. The address of the principal office of the Partnership is c/o 2661 Riva Road, Building 700, Suite 2, Annapolis, MD 21401. The name and address of the resident agent of the Partnership are Osprey Investment Company, 2661 Riva Road, Building 700, Suite 2, Annapolis, MD 21401.

4. The name and business address of the General Partner are Osprey Investment Company, 2661 Riva Road, Building 700, Suite 2, Annapolis, MD 21401.

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

1992 AUG - 7 AM 10:59

RECEIVED
92 APR 1 PM 3 07
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

511

20938128

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

GENERAL PARTNER:

Osprey Investment Company

By: David R. Lewis (SEAL)
David R. Lewis, President

WITNESS:

[Signature]

RECEIVED
192 APR 1 PM 3 07
STATE DEPARTMENT OF
ASSESSMENTS & TAXATION

(pow\certinc.apt)

3407 1447

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 361

DOCUMENT CODE 0528 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>50</u>	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____
65	_____	Rec. Fee (Dissolution)	_____
66	_____	Rec. Fee (Revival)	_____
52	_____	Foreign Qualification	_____
50	_____	Cert. of Qual. or Reg.	_____
51	_____	Foreign Name Registration	_____
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	_____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	<u>50</u>	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial _____ Personal	_____
600	_____	Property Reports and _____ late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other _____	_____
_____	_____	Other _____	_____

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change _____

Code 024

ATTENTION: C. Helmlinger

MAIL TO ADDRESS: _____

TOTAL FEES 108

Check _____ Cash

NOTE:

_____ Documents on _____ checks

APPROVED BY: PCM

CERTIFIED COPY MADE 3407 1448

CERTIFICATE OF LIMITED PARTNERSHIP
OF
POWELLS CREEK APARTMENTS LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 1, 1992 AT 3:07 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3404563

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.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

193C3050326

A 386048



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3407 1445

4/1/92

3.07

CERTIFICATE OF LIMITED PARTNERSHIP
OF
POWELLS CREEK TOWNE SQUARE LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 31st day of March, 1992, by Osprey Investment Company, a Maryland corporation, as the General Partner.

EXPLANATORY STATEMENT

Osprey Investment Company, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Powells Creek Towne Square Limited Partnership".

2. The purposes for which the Partnership is formed are as follows: (a) directly or indirectly through one or more partnerships, to acquire, own, hold, improve, develop, lease, manage, sell, exchange, or otherwise deal with real property and any improvements thereon as opportunities arise; and (b) to do any and all things necessary, convenient or incidental to the foregoing.

3. The address of the principal office of the Partnership is c/o 2661 Riva Road, Building 700, Suite 2, Annapolis, MD 21401. The name and address of the resident agent of the Partnership are Osprey Investment Company, 2661 Riva Road, Building 700, Suite 2, Annapolis, MD 21401.

4. The name and business address of the General Partner are Osprey Investment Company, 2661 Riva Road, Building 700, Suite 2, Annapolis, MD 21401.

5. The relations of the partners and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up shall be December 31, 2040.

1992 NOV -7 AM 10:59

RECEIVED
ASSESSMENTS AND TAXATION
PROCESSED
NOV 7 1992

SCU

20998123

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

GENERAL PARTNER:

Osprey Investment Company

WITNESS:

[Handwritten Signature]

By: *[Handwritten Signature]* (SEAL)
David R. Lewis, President

RECEIVED
1972 APR 1 PM 3 07
STATE DEPT. OF
ASSESSMENTS & TAXATION

(pow\certinc.twn)

2407 1451

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 1 PAGE 363

DOCUMENT CODE 0528 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	<u>50</u>	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>024</u>
80	_____	For. Limited Partnership	ATTENTION: <u>C. Helmlinger</u>
83	<u>50</u>	Cert. Limited Partnership	_____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	MAIL TO ADDRESS: _____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	_____ Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

TOTAL FEES 108

Check _____ Cash _____

Documents on _____ checks

APPROVED BY: PCM

NOTE:

COPY MADE
CERTIFIED

7407 1452

CERTIFICATE OF LIMITED PARTNERSHIP
OF
POWELLS CREEK TOWNE SQUARE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 1, 1992 AT 3:07 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3404571

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.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN
300 E LOMBARD STREET
BALTIMORE MD 21202

193C3050327

A 386049



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3407 1449

AMENDMENT TO THE CERTIFICATE OF LIMITED PARTNERSHIP OF COMPROMISE COMPANY LIMITED PARTNERSHIP

4-6-92 at 9:05 A.M.

THIS AMENDMENT to the Certificate of Limited Partnership of Compromise Company Limited Partnership is made and effective this 13th day of March, 1992.

WHEREAS the original Certificate of Limited Partnership was executed by all general and limited partners on January 15, 1986, and amended on December 28, 1990; and on 3/31, 1991.

WHEREAS the original Certificate as amended provides that a limited partner may transfer all or any portion of his or her limited partnership interests, so long as the transfer does not cause the partnership to be terminated and so long as a majority of the general partners consent to the transfer and so long as, in the opinion of counsel for the limited partnership, the proposed transfer of such partnership interests may be effected without registration thereof under the Securities and Exchange Act of 1933; and

WHEREAS Coleman duPont desires to also transfer a .061644% limited partnership interest for the benefit of each of TERRY C. duPONT, CLARK B. duPONT, PHOEBE L. duPONT, EMILY B. duPONT, KATHARINE C. duPONT, SAMUEL C. duPONT, CORNELIA I. duPONT and SARA P. duPONT from his 4.93152% limited partnership interest in Compromise Company Limited Partnership under the Uniform Transfers to Minors Act of Maryland. (Victor C. duPont shall be custodian for Terry C. duPont and Clark B. duPont. Nance L. duPont shall be custodian for Phoebe L. duPont, Emily B. duPont, and Katharine C. duPont. Susan H. duPont shall be custodian for Samuel C. duPont, Cornelia I. duPont, and Sara P. duPont.)

1992 MAR 7 11:10:59

1046.0:February 5, 1992

1992 APR -6 9:05 AM 20978312

3408 2340

WHEREAS the general and limited partners of the partnership desire to allow Coleman duPont to transfer to or for the benefit each of T. Coleman duPont, Blaine duPont, Nicole duPont, Victor C. duPont, Terry C. duPont, Clark B. duPont, Phoebe L. duPont, Emily B. duPont, Katharine C. duPont, Samuel C. duPont, Cornelia I. duPont, and Sara P. duPont from his 4.93152% limited partnership interest in Compromise Company Limited Partnership, a .061644% limited partnership interest as hereinabove set forth; and

WHEREAS, in the opinion of William M. Simmons, counsel for the limited partnership, the proposed transfer of such partnership interests may be effected without registration thereof under the Securities and Exchange Act of 1933; and

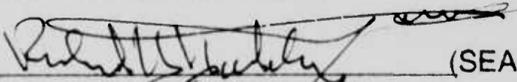
WHEREAS the general and limited partners of the partnership do not desire that the Partnership be terminated by the transfer by Coleman duPont to or for the benefit of each of T. Coleman duPont, Blaine duPont, Nicole duPont, Victor C. duPont, Terry C. duPont, Clark B. duPont, Phoebe L. duPont, Emily B. duPont, Katharine C. duPont, Samuel C. duPont, Cornelia I. duPont, and Sara P. duPont from his 4.93152% limited partnership interest in Compromise Company Limited Partnership, a limited partnership interest. as hereinabove set forth, the original Certificate of Limited Partnership of the Compromise Company Limited Partnership is amended as follows:

1. The signature page of the original Certificate is amended in appropriate part to reflect the transfer to or for the benefit of each of T. Coleman duPont, Blaine duPont, Nicole duPont, Victor C. duPont, Terry C. duPont, Clark B. duPont, Phoebe L. duPont, Emily B. duPont, Katharine C. duPont, Samuel C. duPont, Cornelia I. duPont, and Sara P. duPont from the 4.93152% limited partnership interest in Compromise Company Limited Partnership of Coleman duPont, a .061644% limited partnership interest.

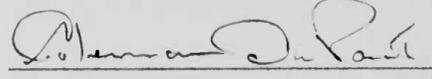
2. All other of the terms, provisions and conditions of the original Certificate as amended, that are not amended hereby or that are not inconsistent with this Amendment shall otherwise remain in full force and effect and be unaltered hereby.

IN WITNESS WHEREOF, Richard H. Hutchins, IV, and William W. Simmons as general partners and Coleman duPont, T. Coleman duPont, Blaine duPont, Nicole duPont, and Victor C. duPont as limited partners make this Amendment to the Certificate of Limited Partnership of Compromise Company Limited Partnership; and further

IN WITNESS WHEREOF, the said T. Coleman duPont, Blaine duPont, Nicole duPont, and Victor C. duPont as transferee limited partners and Victor C. duPont, Nance L. duPont, and Susan H. duPont as custodians under the Uniform Transfers to Minors Act join herein for the purposes as herein above set forth, as of the day and year first above written.

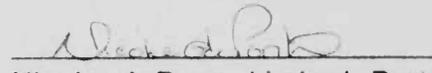
 (SEAL)
Richard H. Hutchins, IV, General Partner

 (SEAL)
William W. Simmons, General Partner

 (SEAL)
Coleman duPont, Limited Partner

 (SEAL)
T. Coleman duPont, Limited Partner

 (SEAL)
Blaine duPont, Limited Partner

 (SEAL)
Nicole duPont, Limited Partner

 (SEAL)
Susan H. duPont, Custodian for Samuel C. duPont, Cornelia I. duPont and Sara P. duPont, Limited Partners

1046.0:February 5, 1992

3408 2342

Victor C. duPont, Limited Partner

Victor C. duPont (SEAL)

Susan H. duPont, Custodian for
Samuel C. duPont, Cornelia I. duPont
and Sara P. duPont, Limited Partners

Nance L duPont (SEAL)

Nance L duPont, Custodian for
Phoebe L. duPont, Emily B. duPont
and Katharine C. duPont, Limited
Partners

Victor C. duPont (SEAL)

Victor C. duPont, Custodian for
Terry C. duPont and Clark B. duPont,
Limited Partners

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 11 PAGE 371

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
M2070092 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy	_____ Other Change
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	ATTENTION: <u>Abel Merrill</u>
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	<u>1410 Forest Dr.</u>
71	_____	Financial	<u>Ste. 32</u>
600	_____	_____ Personal	<u>Annapolis, Md.</u>
	_____	Property Reports and late filing penalties	<u>21403</u>
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

TOTAL FEES 50

Check Cash

NOTE:

1 Documents on 1 checks

APPROVED BY: [Signature]

3408 2344

CERTIFICATE OF AMENDMENT
OF
COMPROMISE COMPANY LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 6, 1992 AT 9:05 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2070092

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.

RETURN TO:
ABEL MERRILL
1410 FOREST DR., STE. 32
ANNAPOLIS MD 21403

197C3050898

A 386581



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3408 2339

BOOK

PAGE 373

4/8/92

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RECEIVED

MILES CENTER ASSOCIATES
 LIMITED PARTNERSHIP
 SECOND AMENDED AND RESTATED LIMITED
 PARTNERSHIP AGREEMENT AND CERTIFICATE
 OF LIMITED PARTNERSHIP

APR 8 PM 1 11

DEPT. OF ASSESSMENTS & TAXATION

THIS SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF MILES CENTER ASSOCIATES LIMITED PARTNERSHIP is made this second day of August 1991 by and among Chesapeake Group Properties, Inc. and First Potomac Development Company, as general partners, and Gerald & Alberta McDonald, as tenants by the entireties, as limited partners.

Explanatory Statement

A. Miles Center Associates was formed pursuant to a Limited Partnership Agreement dated July 12, 1989, subsequently amended on July 25, 1989, and

B. The parties now wish to further amend and restate the Limited Partnership Agreement, and

C. Whereas, Maplewood Capital Corporation has transferred all of its General Partnership Interest in the Partnership to Chesapeake Group Properties, Inc. ("Chesapeake"), and notwithstanding the provisions of Paragraph 20 (c) (2) of the Partnership Agreement, Chesapeake shall hold the entirety of its interest in the Partnership as a General Partnership Interest, and

D. Whereas, the undersigned now constitute the general partners and all of the limited partners of the limited partnership known as MILES CENTER ASSOCIATES LIMITED PARTNERSHIP under an Agreement of Limited Partnership dated July 12, 1989, as amended, recorded at Liber 3156 folio 2322 among the records of State Department of Assessments and Taxation for the State of Maryland, (the "1989 Agreement") and

E. Whereas, the Partnership has acquired certain real property and has constructed and currently operates certain improvements thereon known as the Miles Center.

F. The general partners and the limited partners desire to amend the 1989 Agreement and to restate the 1989 Agreement in its entirety so that this SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP shall set forth the respective rights, powers, obligations and duties of each of them as partners from this date forward.

G. The general partners and the limited partners desire to

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continue the limited partnership known as MILES CENTER ASSOCIATES LIMITED PARTNERSHIP to engage in the purposes described in Section 2.3 hereof upon the covenants, promises, agreements, representations and warranties hereinafter set forth.

IT IS, THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and warranties herein contained and of the Explanatory Statement, that shall be deemed to be a substantive part of this Agreement, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

ARTICLE I

Definitions

1. Throughout this Agreement, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act ("MRULPA"), as amended from time to time, shall have the same meaning as provided in MRULPA, and the word or words listed below within quotation marks shall have the meanings specified below:

1.1. "Accountants" means the firm of public or certified public accountants as may be engaged by the general partner.

1.2. "Affiliated Person" means (i) general partner, or (ii) limited partner, or (iii) member of the Immediate Family of any general partner or limited partner, or (iv) legal or personal representative, guardian, successor or assignee of any person referred to in the preceding clauses (i) through (iii), or (v) trustee of a trust for the benefit of any person referred to in the preceding clauses (i) through (iii), or (vi) 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) through (v), or (vii) any person who is an officer, director, trustee, employee, stockholder (25 % or more) or partner of any Entity or person referred to in the preceding Clauses (i) through (vi).

1.3. "Agreement" means this Second Amended and Restated Limited Partnership Agreement and Certificate of Limited Partnership as it may be further amended from time to time.

1.4. "Capital Contribution" means the total amount of cash and other property contributed or agreed to be contributed to the Partnership by each partner as provided by Article V. Any reference in this Agreement to the Capital Contribution of a then partner shall include a Capital Contribution previously made by any prior partner in respect to the Partnership interest of such then partner.

1.5. "Cash Flow" shall have the meaning provided in Section 10.2 of this Agreement.

1.6. "Cash Proceeds" means the net cash proceeds or receipts of the Partnership attributable to the sale, exchange, condemnation for similar eminent domain taking, casualty or other disposition of any asset of the Partnership having a net fair market value, at the time of any such disposition, in excess of Ten Thousand Dollars (\$10,000.00).

1.7. "Certificate" means this Second Amended and Restated Limited Partnership Agreement and Certificate of Limited Partnership restating and continuing the Partnership that shall be filed with the State Department of Assessments and Taxation of Maryland ("Department").

1.8. "Class Contribution" means the aggregate Capital Contributions of all members of a particular class of partners i.e., the general partners or the limited partners.

1.9. "Code" means the Internal Revenue Code of 1986, as amended from time to time and all published rules, ruling (including private rulings and regulations thereunder at the time of reference thereto).

1.10. "Consent of the Limited Partners" means the written consent of limited partners whose percentages of allocations of profits and losses of the Partnership under Section 10.1.1. of this Agreement shall exceed 66 2/3% of 100% of the percentage of allocations of such profits and losses to the limited partners, which written consent shall be obtained prior to the taking of any action for which it is required hereunder.

1.11. "Cost of Land and Improvements" means (a) as to Improvements, all costs and expenses properly allocable in accordance with generally accepted accounting principles to construction of Improvements on the Land, including without limitation, (i) amounts paid contractors and subcontractors, (ii) architectural and engineering fees, (iii) the cost of construction financing and interest, (iv) commissions paid, prior to the date of closing of any Long-Term Mortgage Financing, for leasing commissions or other costs and expenses relating to leasing of the Improvements, (v) legal fees, and (vi) in the case of any work not done by contract or subcontract, the expense of labor and the purchase and delivery of materials, the removal, after completion, of all surplus materials, delivery and removal of tools and machinery, superintendence of such work, official fees and other permits, insurance, including casualty, workmen's compensation and liability insurance, rent paid for apparatus and tools, and materials used in such work less salvage value, and in the case of any work done by an Affiliated Person or an employee of an Affiliated Person, the cost shall include overhead of the Affiliated Person properly allocable to the work but shall not include any amount representing profit, and (b) as to Land, all costs and expenses properly allocable in accordance with generally accepted accounting

principles to the cost of the Land paid either by the Partnership or any partner incident to the purchase or holding of the Land, including without limitation, (i) the purchase price of the Land, (ii) soil borings, (iii) surveys, (iv) grading and site preparation, and (v) all taxes, public charges and interest on the cost of the Land from the time of purchase to the date of closing of any Long-Term Mortgage Financing. "Cost of Land and Improvements" shall in all events include obligations of the Partnership to the general partners and Affiliated Persons of the general partners for the fees of the nature itemized in Section 6.2 of this Agreement to the date of closing of any Long Term Mortgage Financing. "Land" includes "Property".

1.12. "Entity" means any general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association.

1.13. "Immediate Family" means, with respect to any person, his spouse, descendants, parents, parents-in-law, sisters-in-law, children-in-law and grandchildren-in-law.

1.14. "Improvements" means the buildings and other facilities and improvements constructed on or to be constructed on the Land.

1.15. "Property" means the parcel of land located in Damascus, Montgomery, County, Maryland, consisting of a lot at the N.E. corner of Ridge Road and Main Street, known as Parcel H, Plat Book 151, plat number 17238.

1.16. "Long-Term Mortgage Financing" means any financing or refinancing obtained by the Partnership that is secured by all or substantially all of the assets of the Partnership then in existence at the time of such financing or refinancing and the terms of which provide for level monthly payments of interest and principal.

1.17. "Partnership" means the limited partnership governed by this Agreement as said limited partnership may from time to time be constituted and amended.

1.18. "State" means the State of Maryland.

ARTICLE II

Continuation; Name: Principal Office; Resident Agent and Purposes

Section 2.1. Continuation.

The parties hereto hereby agree to continue the Partnership pursuant to this Agreement and the provisions of the MRULPA.

Section 2.2. Name; Principal Office; Resident Agent.

The Partnership shall be conducted under the name of "Miles Center Associates Limited Partnership". The address of the principal office of the Partnership is 8325-G Generals Way, Millersville, Maryland 21108. The general partners may at any time change the location of such principal office and shall give notice of any such change to the limited partners. The name and address of the resident agent of the Partnership in this State is Gerald McDonald, 8325-G Generals way, Millersville, MD 21108.

Section 2.3. Purposes.

The purposes for which the Partnership is formed are (i) to acquire and hold Land, (ii) to construct the Improvements on the Land, and (iii) to develop, operate, manage and maintain the Improvements and the Land. The Partnership may also do and engage in any and all other things and activities incident to the development, operation, management, and maintenance of the Improvements and the Land including the sale thereof.

Section 2.4. Authorized Acts.

In furtherance of its purposes, the Partnership is hereby authorized, at the cost of the Partnership

2.4.1. To acquire by purchase, lease or otherwise and develop, operate, manage and maintain any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

2.4.2. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Partnership, to secure the same by mortgage, deed of trust, security interest, assignment of leases and rents, or otherwise on, in or in respect of any or all of the assets of the Partnership, and, in connection therewith, to execute, acknowledge, seal and deliver any instruments or documents.

2.4.3. To prepay in whole or in part, refinance, recast, increase, modify, or extend any mortgages, deeds of trust, security interests, assignments of leases and rents, or other security in, on or in respect of any or all of the assets of the Partnership, and, in connection therewith, to execute, acknowledge, seal and deliver any extensions, renewals, or modifications thereof.

2.4.4. To enter into any kind of activity, make any transaction, and perform and carry out any contract, agreement and commitment in connection with, necessary, incidental or reasonably related to the accomplishment or furtherance of the purposes of the Partnership, so long as the same may be lawfully carried on or performed by a partnership under applicable law.

Section 2.5. Tern and Dissolution.

The term of the partnership commenced on July 12, 1989 and the term of the Partnership shall continue in full force and effect until July 11, 2009, which can be extended by mutual agreement, except that the Partnership shall be dissolved and its affairs shall be wound-up prior to such date, upon the happening of the first to occur of the following events:

2.5.1.1. The sale of all or substantially all of the assets of the Partnership; or

2.5.1.2. The consent of partners whose respective percentage of partnership interest exceed 70% in the aggregate of the total 100% of the partnership interests of the Partnership.

2.5.1.3. The general partners ceases to be such, unless the Partnership is continued as provided in Section 7.1 of this Agreement.

2.5.1.4. The entry of a decree of judicial dissolution under Section 10-802 of the MRULPA.

2.5.2. Upon a dissolution and the commencement of the winding-up of the Partnership, the general partners (or their trustees, receivers, successors or personal or legal representatives) shall execute and cause to be filed with the Department a Certificate of Cancellation of the Partnership; and shall liquidate the Partnership assets and apply and distribute the proceeds thereof in accordance with Section 10.3. Notwithstanding the foregoing, in the event such liquidating general partners shall determine that an immediate sale of part of all of the Partnership's assets would cause undue loss to the partners, the liquidating general partners may, in order to avoid such loss, either (i) defer liquidation of, and withhold from distribution for a reasonable time, any asset of the Partnership except those necessary to satisfy the Partnership debts and obligations, or (ii) distribute the assets to the partners in kind.

ARTICLE III

Financing; Refinancing; Authority of General Partners

Section 3.1. Financing, Refinancing.

The Partnership shall borrow whatever dollar amounts may be required, to accomplish the purposes of the Partnership set forth in Section 2.3. All borrowing by the Partnership pursuant to this Section 3.1 shall provide expressly that no partner shall have personal liability for the repayment of all or any part of such borrowing.

Section 3.2. Authority of General Partners

The general partners are specifically authorized to execute, acknowledge, seal and deliver such instruments and documents for and on behalf of the Partnership as deemed necessary or desirable in connection with the: acquisition, development, financing, operation, and management of the Lease and all rights, obligations and duties of the Partnership arising out of or in connection with the Lease; the acquisition, development, financing, construction, operation, management, maintenance and leasing of the Land and the Improvements; and the exercise of the discretion, power and authority of the general partners provided by Section 6.1 of this Agreement, all without the Consent of the Limited Partners. Every grant, contract, deed, mortgage, deed of trust, promissory note, lease, or other instrument or document executed, acknowledged, sealed and delivered by the general partners of the Partnership shall of itself be conclusive evidence in favor of any person relying thereon or claiming thereunder that (i) this Partnership was then in existence, and (ii) the execution, acknowledgment, sealing and delivery of such instrument or document was duly authorized by all the partners, conformed to all provisions of this Agreement, and was in furtherance of Partnership purposes.

ARTICLE IV

Partners; Capital Contributions

Section 4.1. General Partners.

The general partners of the Partnership and their respective Capital Contribution are as set forth in Article V. The general partners shall not have the right to withdraw, as general partners, from the Partnership, and any withdrawal by the general partners shall be in breach and violation of this Agreement. A limited partner shall have the right to withdraw from the Partnership on not less than six months' prior written notice to the Partnership.

Section 4.2. Limited Partners.

The limited partners and the Capital Contributions of the limited partners are as set forth in Article V.

Section 4.3. Partnership Capital.

The initial capital of the Partnership shall be the aggregate dollar amount paid to the Partnership by the general partners and by the limited partners are set forth in Article V. The capital account ("Capital Account") of each Partner shall be determined and maintained in accordance with the rules set forth in Section 1.704-1(b)(2)(iv) of the Income Tax Regulations.

No interest shall be paid on any Capital Contribution.

Section 4.4. Withdrawal of Capital.

Except as set forth in this Agreement, no partner shall be entitled to receive any distributions from the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distributions to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, as and when such distribution shall be made by the Partnership to the nonwithdrawing 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 Capital Contributions or in respect of their partnership interests. No limited partner shall have any right to demand and receive property (other than cash) of the Partnership in return for his Capital Contribution.

Section 4.5. Liability of Limited Partners.

4.5.1. A limited partner shall be liable for and shall have the obligation and duty to make timely and in full all payments of his Capital Contribution as and when due under this Agreement. After his Capital Contribution shall have been timely and fully paid as provided by this Agreement, no limited partner shall, except as otherwise required by the MRULPA or by Section 4.5.3 of this Agreement, be required to make any further contributions to or to lend any funds to the Partnership.

4.5.2. Except to the extent otherwise required by the MRULPA or by Section 4.5.3 of this Agreement, no partner shall be required to reimburse the Partnership or any partners for distributions made to him in excess of the amount of his Capital Contribution.

4.5.3. The parties recognize the possibility that a negative Capital Account could result from distributions hereunder or from the allocation of losses incurred by the Partnership. Such a negative Capital Account shall not affect a partner's proportionate share of Partnership profits and losses, as set forth in this Agreement. If a partner has a deficit balance in his Capital Account following the liquidation of his interest in the Partnership, as determined after taking into account all adjustments to the Capital Account for the Partnership's taxable year during which such liquidation occurs, such partner is obligated to restore the amount of such deficit balance to the Partnership the end of such taxable year (or, if later, within 90 days after the date of such liquidation), which amount shall, upon liquidation of the Partnership, be paid to creditors of the Partnership or distributed to other partners in accordance with their positive Capital Account balances.

Section 4.6. Additional Limited Partners.

4.6.1. No additional limited partners may be admitted to the Partnership without the Consent of the Limited Partners; provided, however, the general partners shall have the right to admit additional limited partners as a means of raising sufficient funds in order to: (1) discharge any (and regardless of the dollar amount or size of each) obligation, duty, debt or liability of the Partnership with respect to which the general partners are personally liable or have personal liability, primarily, secondarily, as an accommodation party, as a guarantor, or otherwise; (2) operate, manage and maintain the Improvements, the Land or both.

4.6.2. Any additional limited partner, as a condition to being admitted to the Partnership as such, shall agree to accept such terms and conditions as set forth in writing to him at the time of admission as the general partners shall determine.

4.6.3. Upon the admission of any additional limited partner, this Agreement shall be duly amended and a Certificate of Amendment shall be signed by the general partners and the newly admitted additional limited partner and filed by the general partners with the Department. Each such additional limited partner shall become signatory hereto by executing, sealing and delivering a conformed counterpart of this Agreement in such manner as the general partners may determine and, by so executing, sealing and delivering a conformed counterpart of this Agreement, such additional limited partner shall be deemed to have adopted and to have agreed to be bound by all the provisions of this Agreement; provided, however, that no such counterpart shall be binding until it shall have been executed, sealed and delivered to the general partners.

ARTICLE V

Capital Contributions of Partners

Section 5.1. Capital Contributions.

5.1.1. Each of the partners have made the following initial cash Capital Contributions:

First Potomac Development Company	\$217,042.00
Chesapeake Group Properties, Inc.	\$62,070.00
Gerald and Alberta McDonald as Tenants by the Entirety	\$200,000.00

5.1.2. The limited partners have made all Capital Contributions required under the 1989 Agreement.

5.1.3. First Potomac Development Company and Chesapeake Group Properties, Inc. have made all capital Contributions required under this agreement, except as provided in 5.1.4.

5.1.4. In entering into this Second Amendment the General Partners have agreed to contribute an additional sum of \$200,000 to the Partnership to be divided equally between the General Partners. For purposes of this required contributions First Potomac Development Company shall receive credit for its recent payments to Mercantile Safe Deposit and Trust Co. on behalf of the Partnership in the amount of \$11,640.33. Likewise any additional contributions made by First Potomac to the Partnership subsequent to August 2, 1991, but prior to the date of full execution of this Second Amendment shall be credited toward First Potomac's obligation hereunder. The General Partners shall contribute such additional capital to the Partnership on an as needed basis to enable the Partnership to meet its ongoing operating expenses and authorized construction expenses. In the event that the Partnership requires additional cash in excess of \$200,000, the General Partners shall determine at that time on what basis such funds shall be obtained by the Partnership, but shall be under no affirmative obligation to contribute such additional sums to the Partnership,

ARTICLE VI

Powers, Personal Services; Business Management and Control

Section 6.1. Powers.

In addition to the powers now or hereafter granted to the general partners of a limited partnership under applicable law or which are granted the general partners under any other provision of this Agreement, the general partners shall have full, exclusive and complete discretion, power and authority to manage, control, administer and operate the business and affairs of the Partnership for the purposes herein stated, to make all decisions affecting such purposes, to adopt such accounting rules and procedures as the general partners deem appropriate in the conduct of the business and affairs of the Partnership, and to all things which the general partners deem necessary or desirable, in the conduct of the purposes of the Partnership. The general partners, acting for and on behalf and at the expense of the Partnership, in extension and not in limitation of the rights and powers given under applicable law or under this Agreement, shall have the full, exclusive, and complete discretion, power and authority:

6.1.1. To purchase, acquire, own, lease, manage and operate either directly or indirectly improved or unimproved real estate and personal property of any kind or any interests therein, and to carry on any and all activities related thereto, and to invest and reinvest any funds or monies of the Partnership in such property,

real, personal or mixed, as may be consistent with the purposes of the Partnership set forth in Section 2.3 hereof.

6.1.2. To sell, with or without notice, at public or private sale, and to exchange, trade transfer, assign, convey, mortgage or otherwise, encumber, finance or 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 of the Partnership, whether realty, personalty or mixed, upon such terms and conditions as the general partners may deem to be in the best interests of the Partnership, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments.

6.1.3. 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.

6.1.4. To employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the Partnership business, including Affiliated Persons of the general partners, and, in each such case, to pay them reasonable compensation therefor.

6.1.5. To commence and 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 partners against any and all risks.

6.1.6. To make loans and extend credit to the Partnership; to borrow money from any limited partner, banks, lending institutions, and other lenders for any Partnership purpose, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and to secure the repayment of borrowed sums on such terms and conditions as the general partners shall determine; and no limited partner, bank, lending institution or other lender to which application is made for a loan by the general partners shall be required to inquire as to the business or purposes for which such loan is sought, and as between this Partnership and such limited 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 mortgage, deed of trust or other encumbrance of any Partnership property, and to repay or prepay the same in whole or in part and whether or not a prepayment penalty may be incurred; and to increase, modify, consolidate or extend any mortgage, deed of trust or other encumbrance placed upon any Partnership property.

6.1.7. With respect to Partnership property to: improve or develop real estate; construct, alter, demolish or repair buildings, structures, or other improvements; settle boundary lines and to grant and reserve easements, covenants, rights-of-way and other rights and privileges; and partition and join with co-owners and others in any way.

6.1.8. For purposes of any distributions in kind of property of the Partnership among the partners, to have appraised the property thus distributed.

6.1.9. To make such elections under the tax laws of the United States, to 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 partners deem necessary or desirable.

6.1.10. To make investments in government obligations, bank certificates of deposit, short-term debt securities, and short-term commercial paper, pending initial investment or future investment of the Partnership's funds, or to provide a source from 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.

6.1.11. To do all such acts and take all such proceedings, and to execute, acknowledge, seal and deliver all such contracts, agreements, commitments, documents and instruments, although not specifically mentioned herein, as the general partners may deem necessary or desirable to conduct the purposes of the Partnership and to carry out the same and, in general, to carry on and do all things necessary to conduct the affairs of the Partnership.

6.1.12. Anything contained in this Agreement to the contrary notwithstanding, any refinancing, sale, lease, exchange, mortgage, pledge or other transfer of all or substantially all of the assets of the Partnership, and the terms thereof, must receive the Consent of the Limited Partners before such transaction shall be binding upon the Partnership; provided, however, notwithstanding the foregoing provisions of this Section 6.1.12, the general partners, on behalf of the Partnership and without the consent of any limited partner shall have the right to (i) finance, refinance, sell, lease, exchange, mortgage, pledge, or otherwise transfer any or all of the assets of the Partnership in order to (1) discharge any (and regardless of the dollar amount or size of such) obligation, duty or debt of the Partnership with respect to which the general partners are personally liable or have personal liability, primarily, secondarily, as an accommodation party, as a guarantor, or otherwise, (2) acquire the Land, (3) construct Improvements on the Land, and (4) operate, manage and maintain the Improvements, the Land or both, (ii) finance, refinance, sell, exchange,

mortgage, pledge or otherwise transfer any or all of the assets of the Partnership as long as the amount of the proceeds thereof which are distributable to the limited partners (as limited partners and not as creditors of the Partnership) under Section 10.2 or Section 10.3, when added to the total of the previous distributions to the limited partners (as limited partners and not as creditors of the Partnership) under section 10.2 and Section 10.3 exceed Twenty Five Thousand Dollars.

All powers of the general partners hereunder which are ministerial in nature may be assigned or delegated by the general partners to any other person or any Affiliated Persons of the general partners.

Section 6.2. Property Management Fee

6.2.1 First Potomac Development Company or its affiliate First Potomac Advisors, Inc. shall act as property manager for the Partnership's property pursuant to a separate management agreement to be entered into with the Partnership. The fee for such management services shall be equal to three percent (3%) of gross rents derived from the Partnership's property. The property management fee shall commence August 2, 1991, but shall accrue until such time as the property generates sufficient cash flow to meet all operating expenses and the debt service on the property.

6.2.2. The provision set forth in Paragraph 9(b) of the 1989 agreement, as amended, providing for a development fee to be paid to the General Partners is rescinded in its entirety and except as provided by this Agreement, no partner shall receive any compensation for services of any kind rendered the Partnership; provided, however, that hereafter (i) the general partners shall be entitled to reimbursement for all reasonable expenses incurred on behalf of the Partnership, and (ii) the general partners or an Affiliated Person of the general partners may earn a profit, based upon reasonable and competitive rates charged therefor, with respect to management services rendered for and on behalf of the Partnership by the general partners or such Affiliated Person of the general partners.

6.2.4. Any of the partners and any Affiliated Persons of any of the partners, or any stockholder, 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, 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 of profits derived therefrom.

Section 6.3. Business Management and Control.

6.3.1. General Partners Representatives

In order to ensure stability and continuity for the Partnership, the General Partners hereby agree to designate representatives to the Partnership with full authority to act on behalf of each General Partner for all purposes of this Agreement. The designated representative for Chesapeake shall be Gerald McDonald, and the designated representative for First Potomac shall be Michael Costelloe. Any change in the designated representative for either General Partner shall require the advance written consent of the other General Partner. Consent to the change of a designated representative shall not be unreasonably withheld, however, a General Partner shall be afforded an opportunity to interview a proposed designated representative prior to providing consent in order to determine the business experience, communication skills and integrity of the proposed designated representative. In the event that a General Partner has a good faith reason for withholding consent to a proposed change of designated representative by the other General Partner, based upon business experience, communication skills or integrity, then the withholding of consent for such proposed designated representative shall be deemed to be reasonable for purposes of this Paragraph.

6.3.2. Except in the exercise of the rights as a limited partner, a limited partner shall not take part in control of the business of the Partnership.

Section 6.4. Duties and Obligations.

6.4.1. The general partners shall devote to the Partnership such time as may be necessary for the proper performance of the duties under this Agreement.

Section 6.5. Indemnification.

6.5.1. The Partnership shall indemnify and hold harmless the general partners from and against any and all damages, liabilities, actions, suits, proceedings, losses, costs and expenses (including reasonable attorneys' and experts' fees) arising out of or in connection with any act or omission of the general partners acting as such, provided that the general partners acted in good faith, and provided further that no indemnification shall be made in respect to any matter otherwise indemnifiable as to which such general partners shall have been adjudged by a court of competent jurisdiction to be liable for willful misconduct in the performance of its duty to the Partnership. Any indemnity to the General partners under this Section 6.5 shall be provided out of and to the extent of Partnership assets only, and, except to the extent of any unpaid Capital Contributions and unpaid distributions to which the Limited Partners are entitled under this Agreement, no limited partner shall have any personal liability on account thereof.

Anything contained in this Agreement to the contrary notwithstanding, the limited partners, jointly and severally, hereby ratify, confirm and approve all acts and omissions of the general partners, commencing with the date of this Agreement.

Section 6.6. Liability of General Partners to Limited Partners.

6.6.1. No general partners shall be liable, responsible or accountable for damages or otherwise to any limited partner for any act or omission of the general partners acting in that capacity, except for the acts of willful misconduct in the performance of its duty to the Partnership.

ARTICLE VII

Continuation, Withdrawal and Amendment

Section 7.1. Right to Continue.

If the surviving general partner ceases to be such as a result of the occurrence of an event set forth in Section 10-402 of the MRULPA, the Partnership shall be dissolved unless within 90 days after such event all partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more additional general partners.

Section 7.2. Interest of a Withdrawn General partners.

7.2.1. Upon the occurrence of an event set forth in Section 10-402 of the MRULPA, the entire partnership interest of a general partner in the Partnership shall be deemed to be automatically, and without any further action necessary on the part of any party hereto, converted and transferred to an interest as a limited partner. For the purpose of Article X hereof, the effective date of any conversion and transfer pursuant to the provisions of this Section 7.2.1. of the general partnership interest of a general partner shall be deemed to be the date of the occurrence of an event set forth in Section 10-402 of the MRULPA.

Section 7.3. Amendment of Certificate.

Upon the admission of any additional general partners, this Agreement shall be duly amended and a Certificate of Amendment signed by the additional general partners shall be filed with the Department by the general partner.

ARTICLE VIII

Transferability of Partnership Interests

Section 8.1. Right of Limited Partner to Assign.

Subject to the further provisions of this Article VIII and Section 12.1, a limited partner, subject to the consent of the general partners, has the right to assign all or any part of the limited partnership interest in the Partnership. A limited partner may, with the consent of the general partner, by written instrument, designate any person to become the assignee or assignees of all the limited partnership interests immediately upon his death. Such assignee or assignees shall be entitled to the same rights and powers as would any other assignee of such limited partner, and such assignee or assignees if they shall then be living shall become assignee or assignees immediately upon the assignor's death without requirement of any action on the part of the legal or personal representatives of the assignor limited partner; and such legal or personal representatives and the estate of such deceased limited partner shall have no interest whatsoever in the Partnership. Any such designation must be filed with the general partners during such limited partner's lifetime. Such designation may be revoked from time to time and a new designation made and so filed with the general partners. 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) it shall be furnished with a legal opinion acceptable to the general partners in effect that such designation is valid under the applicable laws of descent and distribution.

Section 8.2. Restrictions.

8.2.1. A General Partner shall not transfer, pledge, assign, convey or encumber all or any part of the general partners interest in the partnership.

8.2.2. No sale, exchange or other transfer (with or without consideration) of the interest of any limited partner in the Partnership shall be made if the same would violate Section 12.1.

8.2.3. In no event, other than with the prior consent of the general partners, shall all or any part of a limited partner's partnership interest in the Partnership 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.

8.2.4. The general partners may require as a condition of sale, exchange or other transfer (with or without consideration) of any partnership interest of any person as a limited partner in the Partnership, that the transferor assume all costs incurred by the

Partnership in connection therewith.

8.2.5. Any sale, exchange or other transfer (with or without consideration) in contravention of any of the provisions of this Section 8.2 shall be void and ineffectual and shall not bind or be recognized by the Partnership.

Section 8.3. Assignees.

8.3.1. A limited partner, with the consent of the general partners and by the grant of the right in the instrument of assignment shall have the right to cause his assignee to become a limited partner in the Partnership, provided that the assignee pays a fee not to exceed One Hundred Dollars (\$100.00) to the Partnership to cover the costs and expenses of preparation, execution and filing of a Certificate of Amendment with the Department.

8.3.2. In the event of the death or incapacity of any limited partner who has not filed a valid designation under Section 8.1, his legal or personal representatives shall have the same status as an assignee of the limited partner unless and until the general partners shall permit such legal or personal representatives to become a limited partner.

8.3.3. In the event of any assignment of a limited partner's partnership interest, there shall be filed with the Partnership a duly executed, acknowledged and sealed counterpart of the instrument making such assignment; such instrument must evidence the written acceptance of the assignee to all the terms and provisions of this Agreement; and if such an instrument is not so filed, the Partnership need not recognize any such assignment for any purpose.

8.3.4. An assignee of a limited partner's partnership interest who does not become a limited partner as provided in this Section 8.3 and who desires to make a further assignment of his partnership 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 partnership interest.

Section 8.4. Further Restrictions on Transfer.

8.4.1. Anything contained in this Agreement to the contrary notwithstanding, each of the limited partners hereby warrants and represents to the Partnership and to the general partners that the limited partnership interests in the Partnership that were acquired by him upon formation of the Partnership were acquired by him for his own account for investment only, and not with a view to, offer for sale, or for sale in connection with, distribution or transfer thereof. Each of the limited partners further warrants and represents to the Partnership and to the general partners that he

has not been nor is he presently participating, directly or indirectly, in a distribution or transfer of such limited partnership interests in the Partnership.

8.4.2. Each of the limited partners hereby agrees that the limited partnership interest in the Partnership purchased by him upon formation of the Partnership, and any agreement or certificate evidencing such limited partnership interest in the Partnership 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 limited partnership interests in the Partnership shall, notwithstanding any other provisions of this Agreement, not be transferable except upon the conditions specified in this Section 8.4. 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, that prior to any permitted transfer of his limited partnership interest in the Partnership, or any part thereof, he shall give written notice to the general partners expressing his desire to effect such transfer and describing the proposed transfer. Upon receiving such written notice, the general partners may present copies thereof to counsel for the Partnership for an opinion on the proposed transfer.

ARTICLE IX

Loans

Section 9.1. Borrowing by the Partnership.

9.1.1. Borrowing by the Partnership may be made from any source, including partners and Affiliated Persons of partners.

9.1.2. Except as and to the extent provided in Section 9.1.3, if any partner shall, after the date of this Agreement, loan any monies to the Partnership, the amount of any such loan shall not be an increase of his Capital Contribution or affect in any way his share of the profits, losses or distributions of the Partnership. The amount and terms of any such loan, as determined in the sole discretion of the general partners, shall be an obligation of the Partnership to such partner or the Affiliated Person of such partner.

9.1.3. All payments made to the Partnership prior to the date of this Agreement by the general partners, and whether designated or in fact made as advances or loans to the Partnership or in any other similar manner, shall not be treated as or be deemed for any purpose of this Agreement or otherwise to be an advance or loan to or debt of the Partnership, but all such payments shall be treated as and shall be deemed for all purposes of this Agreement and otherwise to be payments of additional Capital Contributions notwithstanding any prior agreements, promises or understandings

and notwithstanding any instrument or document evidencing any such payments.

ARTICLE X

Profits and Losses; Distributions; and Capital Accounts

Section 10.1. Profits and Losses.

10.1.1. The profits and losses of the Partnership, as determined in a manner consistent with the rules of Section I.704-1(b)(2)(iv) of the Income Tax Regulations, shall be allocated among the partners as follows:

Chesapeake Group Properties, Inc. General Partner	28 1/3 %
First Potomac Development Company General Partner	28 1/3 %
Gerald & Alberta McDonald, as Tenants by the Entirety Limited Partner	43 1/3 %

10.1.2. All profits and losses shared by the Partners shall be credited or charged, as the case may be, to their capital accounts.

Section 10.2. Distributions Prior to Dissolution.

10.2.1. The Cash Flow of the Partnership for each Partnership accounting year is to be distributed, to the extent thereof, but in the discretion of the general partners as to the amount, if any, at the end of such accounting year and in the percentages set forth in 10.1.1

10.2.2. For all purposes of this Agreement, the term "Cash Flow" shall mean the profits or losses of the Partnership (as profits and losses are defined in accordance with Section 10.1) and modified as follows:

10.2.2.1. Depreciation of buildings, improvements and personal property, amortization of any financing fees and other noncash charges shall not be considered as deductions.

10.2.2.2. Mortgage amortization and repayment of the debts of the Partnership, including (subject to Section 9.3) loans from partners and fees and other obligations owed to the general partners and Affiliated Persons of the general partners, shall be considered deductions.

10.2.2.3. If the general partners shall so determine, reasonable reserves, shall be established to provide for working

capital needs, funds for improvements or replacements or for any other contingencies of the Partnership and the amount allocated to such reserve or reserves from time to time shall be considered as deductions and, conversely, any amounts previously set aside as reserves shall be considered as additions when and to the extent the general partners no longer regards such reserves as reasonably necessary in the efficient conduct of the affairs of the Partnership.

10.2.2.4. Any amounts paid by the Partnership for capital expenditures shall be considered as a deduction, unless paid by cash withdrawal from insurance proceeds or any replacement reserve for capital expenditures.

10.2.2.5. Gain or losses from the sale, exchange, condemnation (or similar eminent domain taking), casualty or other disposition of any asset of the Partnership or from the liquidation of the assets of the Partnership following a dissolution of the Partnership shall not be included in determining Cash Flow.

10.2.2.6. Any payments of insurance on account of rental interruption shall be included as income in Partnership receipts. Cash Flow shall be determined separately for each calendar year or portion thereof and shall not be cumulative.

10.2.3. If, prior to dissolution and winding-up of the Partnership, the general partners determined from time to time that there is cash available for distribution from sources other than Cash Flow or Cash Proceeds such as, for example, from a financing or refinancing of a mortgage or a sale, exchange, condemnation, casualty or disposition of any asset of the Partnership or other transaction the proceeds of which do not constitute Cash Flow or Cash Proceeds, such cash shall be distributed as provided in 10.1

10.2.4. If, prior to the dissolution and winding-up of the Partnership, the general partners determine, from time to time that there is cash available for distribution from Cash Proceeds, after Cash Proceeds has been used by the general partners to pay debts and obligations of the Partnership, including loans and advances by partners and fees and other obligations owed to the general partners and to Affiliated Persons of the general partners, such cash shall be distributed as provided in 10.1

Section 10.3. Distributions Upon Dissolution.

10.3.1 Upon dissolution and winding-up of the partnership after payment of, or adequate provision for, the debts and obligations of the Partnership to creditors, including partners who are creditors to the extent permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for contributions of partners, the remaining assets of the Partnership for the proceeds of sales or other dispositions in liquidation of

the Partnership assets, as may be determined by the general partners shall be distributed to the partners in accordance with their respective Capital Accounts by the end of the taxable year in which liquidation occurs, or, if later, within 90 days after the date of liquidation. 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.

Section 10.4. Qualification of all Distributions.

Anything contained in this Agreement to the contrary notwithstanding, no distributions of any nature whatsoever shall be made under this Article X or under any other Article of this Agreement to any partner unless and until all fees and other obligations of the Partnership then due and owing to the general partners and Affiliated Persons of the general partners under this Agreement shall have been fully paid and discharged.

ARTICLE XI

Books and Record, Accounting, Tax Elections, Etc.

Section 11.1. Books and Records.

The general partners shall keep or cause to be kept complete and accurate books and records of the Partnership which shall be maintained in accordance with generally accepted accounting principles consistently applied. There shall be kept at the principal office of the Partnership all records required to be so kept under Section 10-105 of the MRULPA; such records may be reviewed and copied at the reasonable request and at the expense of any partner during ordinary business hours.

Section 11.2. Bank Accounts.

The bank accounts of the Partnership shall be maintained in such banking institutions as the general partners shall determine and withdrawals shall be made only in the regular course of business on such signature or signatures as the general partners shall determine.

Section 11.3. Accountants.

The Accountants for the Partnership shall be such firm of certified public accountants as shall be engaged by the general partners. The Accountants shall prepare for execution by the general partners all tax returns of the Partnership and, if required by any limited partners, at the sole cost and expense of such limited partner, shall audit and certify all annual financial reports to the partners in accordance with generally accepted accounting principles.

Section 11.4. Reports to Limited Partners.

Within 90 days after the end of each fiscal year, the general partners shall cause to be prepared and sent to all then limited partners (i) a compilation or review financial report of the Partnership, including a balance sheet together with a profit and loss statement, and (ii) all information necessary to prepare applicable local, state and federal tax returns.

Section 11.5. 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, accelerated depreciation methods. However, on the advice of the Accountants the Partnership shall elect or change to some other method of depreciation so long as such other method is, in the opinion of the Accountants, most advantageous to the limited partners, and not detrimental to the general partners. Subject to the provisions of Section 11.7, 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, and not detrimental to the general partners.

Section 11.6. Other 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 or improvements which may, for federal income tax purposes, be considered as expenses.

Section 11.7. Special Basis Adjustments.

In the event of a transfer of all or any part of the interest of any partner, the Partnership shall elect, pursuant to Section 754 of the Code (or corresponding provisions of succeeding law), to adjust the basis for the Partnership property. Notwithstanding anything contained in other provisions of this Agreement, any adjustments made pursuant to said Section 754 shall affect only the successor in interest to the transferring partner. Each partner shall furnish to the Partnership with all information necessary to give effect to such election.

Section 11.8. Fiscal year and Accounting Method.

The fiscal year of the Partnership shall be the calendar year. The books of the Partnership shall be kept on the cash or accrual basis as may be determined in the opinion of the Accountants to be most advantageous to the limited partners, and not detrimental to the general partners.

ARTICLE XII

Resolution of Disagreements Between General-Partners

12.1. In the event the General Partners become deadlocked with respect to any matter involving the management, operation or any other aspect of the Partnership and are unable to resolve the deadlock, either Partner has the right to give written notice, within 15 business days after the deadlock occurs, electing arbitration. The notice shall set forth the facts and the issues on which the partners are deadlocked and be delivered to the other partner who may deliver a response and additional facts and issues. The parties shall have 10 days after delivery of the notice in which to reconsider the deadlocked matters as set forth in the notice and response, if any, in an effort to resolve the deadlock.

12.2. If there is no resolution of the issues raised within the 10 day period for reconsideration, the issues will be submitted to arbitration under the provisions of this Article. The partners shall then immediately select a mutually acceptably individual to arbitrate and decide the dispute.

12.3. In the event the partners are unable to select an individual as arbiter within 5 days, each partner shall, within 7 days thereafter, appoint one individual to act as an arbiter, and the two arbiters so appointed shall select a third arbiter. The three arbiters shall arbitrate the dispute, under the rules and provisions of the American Arbitration Association.

12.4. When making the selection of or appointing an arbiter, good faith effort shall be made to select or appoint an individual knowledgeable in real estate development and management. Each arbiter shall be an individual and not an approved arbiter for the American Arbitration Association. All costs are to be paid by the partnership.

12.5. If the partners fail to select a mutually agreeable individual as arbiter and thereafter either partner fails to appoint one individual to act as arbiter within the 7 days so provided, either partner, shall have the right to submit the matter to binding arbitration by the American Arbitration Association, with the hearings to be held in the State of Maryland, with costs to be assessed by the Association.

12.6. The decision of the individual arbiter, if selected, or two of the three arbiters or the American Arbitration Association, shall be final, conclusive and binding on the partners.

12.7. In the event the decision of the individual arbiter, if selected, or two of the three arbiters or the American Arbitration Association, as the case may be, is that First Potomac Development Company shall purchase the interest of Chesapeake Properties, Inc.,

then First Potomac Development Company shall also purchase the interest of the Limited Partners at the same time in the amount of the contribution set forth in Article V.

ARTICLE XIII

Buy-out Provisions

13.1. In the event either of the General Partners advises the other General Partner, by written notice, that it wishes to purchase the interest of the other, the procedure to be followed, to determine the purchase price, if not agreed upon by the parties, is as set forth in Article XII for resolution of disagreements; provided however, if the written notice is given by First Potomac Development Company, the Limited Partners shall be paid the full amount of their contribution as set forth in Article V, namely, \$200,000.00 by First Potomac Development Company at the time the written notice is given.

ARTICLE XIV

General Provisions.

Section 14.1. Restrictions.

14.1.1. Notwithstanding any other provision of this Agreement, no sale or exchange of any partner's partnership 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 12 consecutive months prior to the proposed date of sale or exchange would result in the termination of the Partnership under Section 708 of the Code (or any successor statute).

14.1.2. Any sale, exchange or other transfer in contravention of any of the provisions of this Section 12.1 shall be void and ineffectual, and shall not bind or be recognized by the Partnership.

Section 14.2. Notices.

14.2.1. Any and all notices (as distinguished from periodic reports) called for under this agreement shall be deemed adequately given if in writing and mailed United States first class registered or certified mail, postage prepaid, to the party or parties for whom such notices are intended.

14.2.2. All such notices or periodic reports to be effective shall be addressed to the last address of record on the Partnership books when given by the general partners and intended for the other partners and to the address of the Partnership when given by the limited partners and intended for the general partners and

Partnership.

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Section 14.3. Word Meanings.

14.3.1. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

14.3.2. Captions and paragraph titles contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

14.3.3. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Partnership (other than a Partner or the Partnership).

Section 14.4. Binding Provisions.

The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the heirs, legal and personal representatives, guardians, successors and permitted assigns of the respective parties hereof.

Section 14.5. Applicable Law.

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

Section 14.6. 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 the general partners.

Section 14.7. Separability of Provisions.

Each provision of this Agreement shall be considered separable and (a) 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, or (b) if for any reason any provision or provisions herein would cause the limited partners to be bound by the obligations of the Partnership under the laws of the State as the same may now or hereafter exist, such provision or provisions shall be deemed void and of no effect.

Section 14.8. Amendment Procedure.

This Agreement may be amended by the general partners only with the Consent of the Limited Partners.

WITNESS, the execution, sealing and delivery of this Agreement, the day and year first hereinabove set forth.

GENERAL PARTNERS:

WITNESS

Agnes Helen Boyd

CHESAPEAKE GROUP PROPERTIES, INC.

BY Gerald McDonald
Gerald McDonald, President
464 Maryleborn Road
Severna Park, MD 21146

WITNESS

Kristin M. Jean

FIRST POTOMAC DEVELOPMENT CO.

BY M. Costelloe
Michael D. Costelloe, President
6752 Old McLean Village Drive
McLean, VA 22101

LIMITED PARTNER:

Gerald McDonald
Gerald McDonald
Alberta McDonald
Alberta McDonald

AS TENANTS BY THE ENTIRETY
464 Maryleborn Road
Severna Park, MD 21146

WITHDRAWING GENERAL PARTNER:

MAPLEWOOD CAPITAL CORPORATION

BY: Drew Bentley
Drew Bentley, President
263 Peregrine Drive
Indianapolis, FL 32903

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 399

P.S.

DOCUMENT CODE

20

BUSINESS CODE

COUNTY

52

#

M 2838647

P.A.

Religious

Close

Stock

Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

10

30

Expedited Fee

Name Change
(New Name)

20

Organ. & Capitalization

61

Rec. Fee (Arts. of Inc.)

62

Rec. Fee (Amendment)

63

Rec. Fee (Merger or
Consolidation)

64

Rec. Fee (Transfer)

65

Rec. Fee (Dissolution)

66

Rec. Fee (Revival)

52

Foreign Qualification

50

Cert. of Qual. or Reg.

51

Foreign Name Registration

13

Certified Copy

56

Penalty

54

For. Supplemental Cert.

53

Foreign Resolution

73

Certificate of Conveyance

Change of Name

Change of Principal Office

Change of Resident Agent

Change of Resident Agent

Address

Resignation of Resident Agent

Designation of Resident Agent

and Resident Agent's Address

Other Change

76

Certificate of Merger/Transfer

Code

75

Special Fee

80

For. Limited Partnership

83

Cert. Limited Partnership

84

50

Amendment to Limited Partnership

85

Termination of Limited Partnership

21

Recordation Tax

22

State Transfer Tax

23

Local Transfer Tax

31

Corp. Good Standing

NA

Foreign Corp. Registration

87

Limited Part. Good Standing

71

Financial

600

Personal

Property Reports and

late filing penalties

70

Change of P.O., R.A. or R.A.A.

91

Amend/Cancellation, For. Limited Part.

Other

Other

ATTENTION:

MAIL TO ADDRESS:

Douglas Powell

121 Congressional Lane

302

Rockville MD 20852

TOTAL
FEES

80

Check

Cash

NOTE:

Documents on checks

APPROVED BY:

Pam

3409 2427

CERTIFICATE OF AMENDMENT
OF
MILES CENTER ASSOCIATES LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 8, 1992 AT 1:11 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2838647

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.

RETURN TO:
DOUGLAS POWELL
121 CONGRESSIONAL LANE, #302
ROCKVILLE MD 20852

198C3051105

A 386700



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3409 2400

ps

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BOSTON/KNOTT LIMITED PARTNERSHIP

4-16-92 850a

This Certificate of Limited Partnership of Boston/Knott Limited Partnership is presented for filing pursuant to § 10-201 of the Corporations and Associations Article of the Annotated Code of Maryland:

1. The name of the limited partnership is Boston/Knott Limited Partnership (the "Partnership").

2. The address of the principal office of the Partnership in the State of Maryland is 657 Herald Harbor Road, Crownsville, Maryland 21032. ✓

3. The registered agent of the Partnership shall be Thomas P. Hutchinson, whose post office address is 657 Herald Harbor Road, Crownsville, Maryland 21032.

4. The names and addresses of the general partners of the Partnership are as follows:

- (i) Boston HCFA Associates Limited Partnership
500 E Street, S.W.
Washington, D.C. 20024
- (ii) Knott/HCFA General Corp.
110 West Road, Suite 203
Towson, Maryland 21204

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APR 16 AM 8 50
STATE DEPARTMENT OF
REGISTRATION & TAXATION

5. The latest date upon which the Partnership is to be dissolved is the later of (i) December 31, 2040, or (ii) the expiration of the term of any lease, long-term lease purchase agreement or development agreement entered into between the Partnership and the General Services Administration of the United States with respect to certain land located on Rolling Run Drive in Baltimore County, Maryland (and more particularly described in

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su

21078841

3411 0279



the partnership agreement of the Partnership), including any renewals thereof.

IN WITNESS WHEREOF, the general partners have affixed their signatures as of this 10 day of April, 1992.

WITNESS/ATTEST:

MERRILL R. LEVY
Notary Public, State of New York
No. 31-488788
Qualified in N.Y. County
Commission Expires 11/18/93

Merrill R. Levy
4/10/92

BOSTON HCFA ASSOCIATES LIMITED
PARTNERSHIP, a Massachusetts
limited partnership

By: BOSTON HCFA, INC., a
Delaware corporation,
general partner

By: *Cliff Robert*
Title: *Admin. Assistant*

By: *Walter Fisher*
Title: _____

KNOTT/HCFA GENERAL CORP., a
Maryland corporation

By: *Donald E. Jones*
Title: *Vice President*

By: *Donald E. Jones*
Title: *Donald E. Jones*

District of Columbia
State of _____)
County of _____)

ss: BOOK 11 PAGE 403

I, Joanna B. Paindexter, a notary public in and for the State and County aforesaid, do certify that Mat Buckerman whose name, as President of Boston HCFA, Inc., the general partner of Boston HCFA Associates Limited Partnership, a general partner of Boston/Knott Limited Partnership, is signed to the foregoing instrument, bearing the date of April , 1992, has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 10th day of April, 1992.

(Notarial Seal)

Joanna B. Paindexter
(Notary Public)

My Commission Expires: 9-14-94

District of Columbia
State of _____)
County of _____)

ss:

I, Joanna B. Paindexter, a notary public in and for the State and County aforesaid, do certify that James Knott, whose name, as President of Knott/HCFA General Corp., a general partner of Boston/Knott Limited Partnership, is signed to the foregoing instrument, bearing the date of April , 1992, has acknowledged the same before me in my County aforesaid.

Given under my hand and official seal this 9th day of April, 1992.

(Notarial Seal)

Joanna B. Paindexter
(Notary Public)

My Commission Expires: 9-14-94

0425:165MSN.92

3411 0241

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 401

DOCUMENT CODE

050

BUSINESS CODE

COUNTY

52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging
(Transferor)

Surviving
(Transferee)

CODE AMOUNT FEE REMITTED

- 10 30 Expedited Fee
- 20 _____ Organ. & Capitalization
- 61 _____ Rec. Fee (Arts. of Inc.)
- 62 _____ Rec. Fee (Amendment)
- 63 _____ Rec. Fee (Merger or Consolidation)
- 64 _____ Rec. Fee (Transfer)
- 65 _____ Rec. Fee (Dissolution)
- 66 _____ Rec. Fee (Revival)
- 52 _____ Foreign Qualification
- 50 _____ Cert. of Qual. or Reg.
- 51 _____ Foreign Name Registration
- 13 _____ Certified Copy
- 56 _____ Penalty
- 54 _____ For. Supplemental Cert.
- 53 _____ Foreign Resolution
- 73 _____ Certificate of Conveyance

Name Change
(New Name)

- _____ Change of Name
- _____ Change of Principal Office
- _____ Change of Resident Agent
- _____ Change of Resident Agent Address
- _____ Resignation of Resident Agent
- _____ Designation of Resident Agent and Resident Agent's Address
- _____ Other Change

76 _____ Certificate of Merger/Transfer

- 75 _____ Special Fee
- 80 50 For. Limited Partnership
- 83 _____ Cert. Limited Partnership
- 84 _____ Amendment to Limited Partnership
- 85 _____ Termination of Limited Partnership
- 21 _____ Recordation Tax
- 22 _____ State Transfer Tax
- 23 _____ Local Transfer Tax
- 31 _____ Corp. Good Standing
- NA _____ Foreign Corp. Registration
- 87 _____ Limited Part. Good Standing
- 71 _____ Financial
- 600 _____ Personal
- 70 _____ Property Reports and late filing penalties
- 91 _____ Change of P.O., R.A. or R.A.A.
- _____ Amend/Cancellation, For. Limited Part.
- _____ Other
- _____ Other

Code

ATTENTION:

Lynn Spohorski

MAIL TO ADDRESS:

*Boston Properties
500 E St. SW
Wash DC 20024*

TOTAL FEES

80

Check

Cash

NOTE:

newly start file

APPROVED BY:

js

7411 0242

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BOSTON/KNOTT LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 16, 1992 AT 8:50 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3413671

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.

RETURN TO:
LYMN SPOHORSKI
BOSTON PROPERTIES
500 E ST. S.W.
WASHINGTON

DC 20024

202C3051740

A 387691



RECORDED IN THE RECORDS OF THE

STATE DEPARTMENT OF ASSESSMENTS

AND TAXATION OF MARYLAND IN LIBER. FOLIO 7411 0238

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

BOOK

14 PAGE

406

4-23-91 8:23a
CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HARPER'S MILL LIMITED PARTNERSHIP

This Certificate of Amendment to Certificate of Limited Partnership of Harper's Mill Limited Partnership is presented for filing pursuant to the Revised Uniform Limited Partnership Act, as amended (the "Act").

WHEREAS, on or about March 14, 1978, the original partners entered into an agreement for the formation of a limited partnership (the "Partnership") known as "Harper's Mill Limited Partnership" pursuant to a Certificate of Limited Partnership (the "Certificate") dated March 14, 1978 and filed on April 14, 1978 in the Circuit Court of Anne Arundel County, Maryland;

WHEREAS, the Certificate, as subsequently amended, was amended and restated in its entirety by an Amended and Restated Certificate of Limited Partnership dated as of January 1, 1989 and filed on January 10, 1990 with the Maryland State Department of Assessments and Taxation;

WHEREAS, the partners desire to amend the Amended and Restated Certificate of Limited Partnership pursuant to the Act to reflect the withdrawal of Allan J. Berman and Leonard A. Shapiro, as the general partners (the "Withdrawing General Partners") of the Partnership and for the admission of W and B Investors, Inc., a Virginia corporation (the "Substitute General Partner") as a substitute general partner.

NOW, THEREFORE, the undersigned hereby certify that:

1. The name of the Partnership is Harper's Mill Limited Partnership.
2. The name and address of the Partnership's sole general partner set forth in the Amended and Restated Certificate of Limited Partnership is hereby amended as follows:

W and B Investors, Inc.
1707 L Street, Suite 1000
Washington, D.C. 20036
Attn: Allan J. Berman

3. All of the general and limited partners of the Partnership have elected to continue the business of the Partnership.

1992 AUG -7 AM 10:59

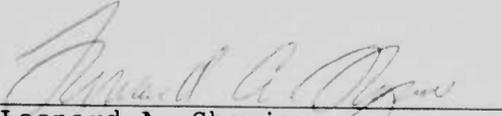
3417 0877

SU

4. Except as modified by this Certificate of Amendment, the Certificate remains in full force and effect and is hereby confirmed and ratified.

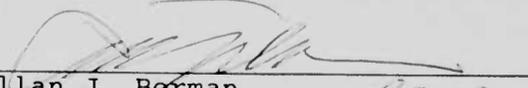
WITHDRAWING GENERAL PARTNERS:


Allan J. Berman


Leonard A. Shapiro

SUBSTITUTE GENERAL PARTNER:

W and B Investors, Inc., a Virginia corporation, general partner

By: 
Allan J. Berman
President 

Dated: 3-10-92, 1992

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 408

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52

M2936086 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	Certified Copy	_____ Other Change
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	_____
80	_____	For. Limited Partnership	_____
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other	_____
_____	_____	Other	_____

Code 002

ATTENTION: Jenny Stathes

MAIL TO ADDRESS: _____

TOTAL FEES 50.00

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: DWS

CERTIFICATE OF AMENDMENT
OF
HARPER'S MILL LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 23, 1992 AT 8:23 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M2936086

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.

RETURN TO:
ARENT, FOX, KINTNER, PLOTKIN
& KAHN
1050 CONNECTICUT AVENUE, N.W.
WASHINGTON DC 20036 5339

208C3052577

A 388431



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

3413 0982

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD

558K

4-23-92 8.23a

14 PAGE 110

CERTIFICATE OF AMENDMENT TO AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
HERITAGE HILL LIMITED PARTNERSHIP

This Certificate of Amendment to Certificate of Limited Partnership of Heritage Hill Limited Partnership is presented for filing pursuant to the Revised Uniform Limited Partnership Act, as amended (the "Act").

WHEREAS, on or about March 30, 1976, the original partners entered into an agreement for the formation of a limited partnership (the "Partnership") known as "Heritage Hill Limited Partnership" pursuant to a Certificate of Limited Partnership (the "Certificate") dated March 30, 1976 and filed on June 3, 1976 in the Circuit Court of Anne Arundel County, Maryland;

WHEREAS, the Certificate, as subsequently amended, was amended and restated in its entirety by an Amended and Restated Certificate of Limited Partnership dated as of January 1, 1989 and filed on January 10, 1990 with the Maryland State Department of Assessments and Taxation; and

WHEREAS, the partners desire to amend the Amended and Restated Certificate of Limited Partnership pursuant to the Act to reflect the withdrawal of Allan J. Berman and Leonard A. Shapiro, as the general partners (the "Withdrawing General Partners") of the Partnership and for the admission of W and B Investors, Inc., a Virginia corporation (the "Substitute General Partner") as a substitute general partner.

NOW, THEREFORE, the undersigned hereby certify that:

1. The name of the Partnership is Heritage Hill Limited Partnership.
2. The name and address of the Partnership's sole general partner set forth in the Amended and Restated Certificate of Limited Partnership is hereby amended as follows:

W and B Investors, Inc.
1707 L Street, Suite 1000
Washington, D.C. 20036
Attn: Allan J. Berman

3. All of the general and limited partners of the Partnership have elected to continue the business of the Partnership.

1992 AUG -7 AM 10:59

ASSESSMENTS & TAXATION

92 APR 23 AM 8 23

RECEIVED

21148853 7417 0929

21148853

SW

4. Except as modified by this Certificate of Amendment, the Certificate remains in full force and effect and is hereby confirmed and ratified.

WITHDRAWING GENERAL PARTNERS:

[Signature]
Allan J. Berman

[Signature]
Leonard A. Shapiro

SUBSTITUTE GENERAL PARTNER:

W and B Investors, Inc., a Virginia corporation, general partner

By: [Signature]
Allan J. Berman
President

Dated: 3/10, 1992

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

PAGE 412

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52

M2936060 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>002</u>
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	ATTENTION: <u>Jenny Stathes</u>
84	<u>50</u>	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	_____	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES \$ 50.00

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: [Signature]

3417 0931

BOOK 14 PAGE 413

CERTIFICATE OF AMENDMENT
OF
HERITAGE HILL LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 23, 1992 AT 8:23 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M2936060

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.

RETURN TO:
ARENT, FOX, KINTNER, PLOTKIN
& KAHN
1050 CONNECTICUT AVENUE, N.W.
WASHINGTON DC 20036 5339

208C3052576

A 388430



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

3417 0928

4-23-92 8:27 a.m.

CROFTON COMMERCE CENTRE LIMITED PARTNERSHIP

SECOND AMENDMENT TO, AND RESTATEMENT OF, CERTIFICATE OF LIMITED PARTNERSHIP

THIS FIRST AMENDMENT TO, AND RESTATEMENT OF, CERTIFICATE OF LIMITED PARTNERSHIP of CROFTON COMMERCE CENTRE LIMITED PARTNERSHIP is made this 17th day of March, 1992.

1. The name of the partnership is CROFTON COMMERCE CENTRE LIMITED PARTNERSHIP.
2. EXHIBIT "A" To the Certificate of Limited Partnership is deleted and the attached Exhibit "A" is substituted for the former Exhibit "A" to reflect the changes in percentage of partnership interest and the deletion of Limited Partner, JONATHAN A. ROTHSTEIN.
3. The Partnership and all its partners hereby release any claim or cause of action against Jonathan A. Rothstein and agree to defend, indemnify and hold him harmless from any Partnership liability or debt.
4. In all other respects, the Certificate of Limited Partnership is ratified and confirmed.

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

GENERAL PARTNERS:

Geo. H. Rucker Realty Corporation

STATE DEPT. OF ASSESSMENTS & TAXATION

APR 23 8 27 '92

By:

David S. Dodrill
David S. Dodrill, President

Handwritten initials: DW

RECEIVED

21143341 7413 0921

1992 MAR -7 11:10:59

Fairway Development Company, Inc.

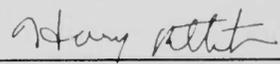
By: 
W. Dennis Gilligan, President

LIMITED PARTNERS:


David S. Dodrill

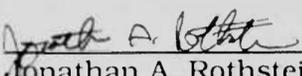
Geo. H. Rucker Realty Corporation

By: 
David S. Dodrill, President


Harvey Rothstein


W. Dennis Gilligan

WITHDRAWING LIMITED PARTNER


Jonathan A. Rothstein

State of Virginia)
County of Bedford) to wit:

BOOK 14 PAGE 4115

I, Wendy Buchanan, Notary Public for and in the County and State aforesaid, hereby certify that DAVID S. DODRILL, President of Geo. H. Rucker Realty Corporation as General Partner, and President of Geo. H. Rucker Realty Corporation as Limited Partner, did acknowledge and sign the foregoing document and that he was duly authorized to take such action this 23rd day of March, 1992.

Wendy Buchanan
Notary Public

My Commission Expires:

10-31-94

State of Virginia)
County of Bedford) to wit:

I, Wendy Buchanan, Notary Public for and in the County and State aforesaid, hereby certify that DAVID S. DODRILL, individually as Limited Partner, did acknowledge and sign the foregoing document this 23rd day of March, 1992.

Wendy Buchanan
Notary Public

My Commission Expires:

10-31-94

State of Maryland)
County of Anne Arundel) to wit:

BOOK 11 PAGE 417

I, Jane R. Scanlon, Notary Public for and in the County and State aforesaid, hereby certify that HARVEY ROTHSTEIN, individually as Limited Partner, did acknowledge and sign the foregoing document this 18th day of March, 1992.

Jane R. Scanlon
Notary Public

My Commission Expires:

Sept. 1, 1994

State of Maryland)
County of Anne Arundel) to wit:

I, Jane R. Scanlon, Notary Public for and in the County and State aforesaid, hereby certify that JONATHAN A. ROTHSTEIN, individually as Withdrawing Limited Partner, did acknowledge and sign the foregoing document this 18th day of March, 1992.

Jane R. Scanlon
Notary Public

My Commission Expires:

Sept. 1, 1994

State of Maryland)

County of Anne Arundel) to wit:

BOOK 14 PAGE 418

I, Maria Petstun Notary Public for and in the County and State aforesaid, hereby certify that W. DENNIS GILLIGAN, President of FAIRWAY DEVELOPMENT CORPORATION, INC. as General Partner, and individually as Limited Partner, did acknowledge and sign the foregoing document this 24th day of March, 1992.

Maria Petstun
Notary Public

My Commission Expires:

Aug 1, 1994

**SECOND AMENDMENT TO, AND RESTATEMENT OF,
CERTIFICATE OF LIMITED PARTNERSHIP**

Exhibit "A"

BOOK 14 PAGE 419

<u>General Partners</u>	<u>Amount of Cash Capital Contribution</u>	<u>Percentage P'ship Interest</u>
Geo. H. Rucker Realty Corporation 1355 Beverly Road McLean, Virginia 22101	\$30,000.00	1.0%
Fairway Development Company, Inc. 877 Old Baltimore/ Annapolis Blvd. Severna Park, MD 21146	\$30,000.00	1.0%
<i>Subtotal</i>	<u>\$60,000.00</u>	2.0%
<u>Limited Partners</u>	<u>Amount of Cash Capital Contribution</u>	<u>Percentage P'ship Interest</u>
David S. Dodrill 1355 Beverly Drive McLean, Virginia 22101	1,000.00	10.0%
Geo. H. Rucker Realty Corporation 1355 Beverly Road McLean, Virginia 22101	4,500.00	44.0%
W. Dennis Gilligan 877 Old Baltimore/ Annapolis Blvd. Severna Park, MD 21146	2,250.00	22.0%
Harvey Rothstein c/o DavCo Food, Inc. 1657 Crofton Boulevard Crofton, Maryland 21114	2,250.00	22.0%
<i>Subtotal</i>	<u>\$10,000.00</u>	<u>98.0%</u>
Total:	\$70,000.00	100.0%

3413 0925

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 111

f.s.

DOCUMENT CODE 20 BUSINESS CODE _____ COUNTY 52
M2267235 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Mergina (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	_____	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	Change of Name _____
65	_____	Rec. Fee (Dissolution)	Change of Principal Office _____
66	_____	Rec. Fee (Revival)	Change of Resident Agent _____
52	_____	Foreign Qualification	Change of Resident Agent Address _____
50	_____	Cert. of Qual. or Reg.	Resignation of Resident Agent _____
51	_____	Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address _____
13	_____	Certified Copy _____	Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	

76 _____ Certificate of Merger/Transfer

75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	
83	_____	Cert. Limited Partnership	
84	<u>50</u>	Amendment to Limited Partnership	ATTENTION: _____
85	_____	Termination of Limited Partnership	<u>Marion A. Allen</u>
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	Corp. Good Standing	
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: <u>Harrison,</u>
87	_____	Limited Part. Good Standing	<u>Golden & Hughes, P.C.</u>
71	_____	Financial	<u>Attorneys at Law</u>
600	_____	_____ Personal	<u>P.O. Box 6625</u>
	_____	Property Reports and late filing penalties	<u>McLean, VA 22106-</u>
70	_____	Change of P.O., R.A. or R.A.A.	<u>6625</u>
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES \$50.00

Check _____ Cash

NOTE:

Documents on _____ checks

3413 0927

APPROVED BY: 32

CERTIFICATE OF AMENDMENT
OF
CROFTON COMMERCE CENTRE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 23, 1992 AT 8:27 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2267235

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.

RETURN TO:
HARRISON, GOLDEN & HUGHES, P.C.
ATTN: MARION A. ALLEN
P.O. BOX 6625
MCLEAN VA 22106 6625

208C3052575

A 388429



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

3417 0920

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BROCK 4 LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 28 day of April, 1992, by the undersigned general partner. The undersigned, constituting the sole general partner of BROCK 4 LIMITED PARTNERSHIP, hereby certifies that:

1. The name of the limited partnership is : BROCK 4 LIMITED PARTNERSHIP.
2. The address of the principal office of the limited partnership in the State of Maryland is 1662 Village Green, Crofton, Maryland 21114.
3. The name and address of the resident agent of the limited partnership in the State of Maryland is: Jeffrey V. Caruso, 1662 Village Green, Crofton, Maryland 21114.
4. The latest date upon which the limited partnership is to dissolve is December 31, 2091.
5. The name and business address of the sole general partner is:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

6. The purposes and powers of the limited partnership, the authority, powers and rights of the general and limited partners, the several interests of the general and limited partners, and other matters affecting the organization, management and termination of the limited partnership, and its business and affairs, shall be governed by the terms, provisions and conditions of the Brock 4 Limited Partnership Agreement of Limited Partnership dated April 27, 1992, as the same may be amended or modified from time to time.

7. The partnership interest of each general and limited partner and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend of substantially the following form:

SM

1592 RUS - 7 AM 10:59

RECEIVED
APR 28 AM 8

"The securities represented by this Agreement 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."

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 28 day of April, 1992.

Caruso Homes, Inc.,
General Partner

By: [Signature]
President

TO THE FILING OFFICER: After this instrument has been recorded, please mail it to:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 121

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>39</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code _____
80	_____	For. Limited Partnership	_____
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84	_____	Amendment to Limited Partnership	_____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	<u>6</u>	<u>1</u> Limited Part. Good Standing	<u>Caruso Homes, Inc.</u>
71	_____	Financial <u>157840</u>	<u>1462 Village Green</u>
600	_____	Personal	<u>Crofton, MD 21114</u>
_____	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other	_____

TOTAL FEES 123

Check Cash
4 Documents on 1 checks

APPROVED BY: HV

NOTE: (301) 261 0277

CERTIFIED COPY MADE 7414 100

CERTIFICATE OF LIMITED PARTNERSHIP
OF
BROCK 4 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 28, 1992 AT 8:13 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

50.00

\$ _____

SPECIAL
FEE PAID:

\$ _____

M3420924

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

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.

RETURN TO:
CARUSO HOMES, INC.
1662 VILLAGE GREEN
CROFTON

MD 21114

211C3052954

A 388786



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3414 1000

BOOK

PAGE 426

4/28/92

8:13a

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MHB 3 LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 28 day of April, 1992, by the undersigned general partner. The undersigned, constituting the sole general partner of MHB 3 LIMITED PARTNERSHIP, hereby certifies that:

1. The name of the limited partnership is : MHB 3 LIMITED PARTNERSHIP.

2. The address of the principal office of the limited partnership in the State of Maryland is 1662 Village Green, Crofton, Maryland 21114.

3. The name and address of the resident agent of the limited partnership in the State of Maryland is: Jeffrey V. Caruso, 1662 Village Green, Crofton, Maryland 21114.

4. The latest date upon which the limited partnership is to dissolve is December 31, 2091.

5. The name and business address of the sole general partner is:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

6. The purposes and powers of the limited partnership, the authority, powers and rights of the general and limited partners, the several interests of the general and limited partners, and other matters affecting the organization, management and termination of the limited partnership, and its business and affairs, shall be governed by the terms, provisions and conditions of the MHB 3 Limited Partnership Agreement of Limited Partnership dated April 27, 1992, as the same may be amended or modified from time to time.

7. The partnership interest of each general and limited partner and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend of substantially the following form:

Handwritten signature/initials

RECEIVED
1992 APR 28 PM 8 13

1992 AUG - 7 AM 10:59

3414 0997

"The securities represented by this Agreement 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."

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 28 day of April, 1992.

Caruso Homes, Inc.,
General Partner

By: [Signature]
President

TO THE FILING OFFICER: After this instrument has been recorded, please mail it to:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

PAGE 128

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>59</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name _____
65		Rec. Fee (Dissolution)	Change of Principal Office _____
66		Rec. Fee (Revival)	Change of Resident Agent _____
52		Foreign Qualification	Change of Resident Agent Address _____
50		Cert. of Qual. or Reg.	Resignation of Resident Agent _____
51		Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address _____
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	<u>6</u>	<u>1</u> Limited Part. Good Standing	<u>Caruso Homes, Inc.</u>
71		Financial <u>157839</u>	<u>1462 Village Green</u>
600		Personal	<u>Crofton, MD 21114</u>
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 123

Check Cash

4 Documents on 1 checks

APPROVED BY: HJ

NOTE: (301) 261 0277

CERTIFIED COPY MADE

2014 0999

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MHB 3 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 28, 1992 AT 8:13 A. O'CLOCK M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:
\$ _____

RECORDING
FEE PAID:
50.00
\$ _____

SPECIAL
FEE PAID:
\$ _____

M3420916
ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

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.

RETURN TO:
CARUSO HOMES, INC.
1662 VILLAGE GREEN
CROFTON MD 21114

211C3052953

A 388785



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3414 0996

4/28/92

8:13 a

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARYLAND HOMES BROCK 2 LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 28 day of April, 1992, by the undersigned general partner. The undersigned, constituting the sole general partner of MARYLAND HOMES BROCK 2 LIMITED PARTNERSHIP, hereby certifies that:

1. The name of the limited partnership is : MARYLAND HOMES BROCK 2 LIMITED PARTNERSHIP.

2. The address of the principal office of the limited partnership in the State of Maryland is 1662 Village Green, Crofton, Maryland 21114.

3. The name and address of the resident agent of the limited partnership in the State of Maryland is: Jeffrey V. Caruso, 1662 Village Green, Crofton, Maryland 21114.

4. The latest date upon which the limited partnership is to dissolve is December 31, 2091.

5. The name and business address of the sole general partner is:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

6. The purposes and powers of the limited partnership, the authority, powers and rights of the general and limited partners, the several interests of the general and limited partners, and other matters affecting the organization, management and termination of the limited partnership, and its business and affairs, shall be governed by the terms, provisions and conditions of the Maryland Homes Brock 2 Limited Partnership Agreement of Limited Partnership dated April 27, 1992, as the same may be amended or modified from time to time.

7. The partnership interest of each general and limited partner and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend of substantially the following form:

1992 APR 28 PM 8
RECEIVED
DEPARTMENT OF REVENUE

1992 AUG - 7 AM 10:59

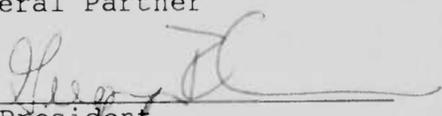
500

7414 0997

"The securities represented by this Agreement 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."

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 28th day of April, 1992.

Caruso Homes, Inc.,
General Partner

By: 
President

TO THE FILING OFFICER: After this instrument has been recorded, please mail it to:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 432

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Mergina (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>59</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name _____
65		Rec. Fee (Dissolution)	Change of Principal Office _____
66		Rec. Fee (Revival)	Change of Resident Agent _____
52		Foreign Qualification	Change of Resident Agent Address _____
50		Cert. of Qual. or Reg.	Resignation of Resident Agent _____
51		Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address _____
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA	<u>6</u>	Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		Limited Part. Good Standing	<u>Caruso Homes, Inc.</u>
71		Financial <u>157842</u>	<u>1462 Village Green</u>
600		Personal	<u>Crofton, MD 21114</u>
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 123

4 Documents on Check Cash _____ checks

APPROVED BY: HA

NOTE: (301) 261 0277

CERTIFIED COPY MADE 3414 0995

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MARYLAND HOMES BROCK 2 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 28, 1992 AT 8:13 A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

50.00

\$ _____

SPECIAL
FEE PAID:

\$ _____

M3420908

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

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.

RETURN TO:
CARUSO HOMES, INC.
1662 VILLAGE GREEN
CROFTON MD 21114

211C3052952

A 388784



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

3414 0992

BOOK 14 PAGE 434

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MH BROCK 1 LIMITED PARTNERSHIP

4/28/92 8:13 a

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 28 day of April, 1992, by the undersigned general partner. The undersigned, constituting the sole general partner of MH BROCK 1 LIMITED PARTNERSHIP, hereby certifies that:

1. The name of the limited partnership is : MH BROCK 1 LIMITED PARTNERSHIP.

2. The address of the principal office of the limited partnership in the State of Maryland is 1662 Village Green, Crofton, Maryland 21114.

3. The name and address of the resident agent of the limited partnership in the State of Maryland is: Jeffrey V. Caruso, 1662 Village Green, Crofton, Maryland 21114.

4. The latest date upon which the limited partnership is to dissolve is December 31, 2091.

5. The name and business address of the sole general partner is:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

6. The purposes and powers of the limited partnership, the authority, powers and rights of the general and limited partners, the several interests of the general and limited partners, and other matters affecting the organization, management and termination of the limited partnership, and its business and affairs, shall be governed by the terms, provisions and conditions of the MH BROCK 1 Limited Partnership Agreement of Limited Partnership dated April 27, 1992, as the same may be amended or modified from time to time.

7. The partnership interest of each general and limited partner and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend of substantially the following form:

RECEIVED
1992 APR 28 PM 8 13
REGISTRY OF
CERTIFICATES OF
LIMITED PARTNERSHIP

SW

21198304

1992 MAR -7 PM 10:59

3414 0989

"The securities represented by this Agreement 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."

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 28th day of April, 1992.

Caruso Homes, Inc.,
General Partner

By: [Signature]
President

TO THE FILING OFFICER: After this instrument has been recorded, please mail it to:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK 14 PAGE 436

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>59</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	Change of Name _____
65		Rec. Fee (Dissolution)	Change of Principal Office _____
66		Rec. Fee (Revival)	Change of Resident Agent _____
52		Foreign Qualification	Change of Resident Agent Address _____
50		Cert. of Qual. or Reg.	Resignation of Resident Agent _____
51		Foreign Name Registration	Designation of Resident Agent and Resident Agent's Address _____
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87	<u>6</u>	<u>1</u> Limited Part. Good Standing	<u>Caruso Homes, Inc.</u>
71		Financial <u>157838</u>	<u>1662 Village Green</u>
600		_____ Personal	<u>Crofton, MD 21114</u>
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other _____	
		Other _____	

TOTAL FEES 123

4 Documents on 1 checks Check _____ Cash _____

APPROVED BY: AW

NOTE: (301) 261 0277

CERTIFIED COPY MADE

2414 0991

CERTIFICATE OF LIMITED PARTNERSHIP
OF
MH BROCK 1 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND APRIL 28, 1992 AT 8:13 A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

50.00

\$ _____

SPECIAL
FEE PAID:

\$ _____

M3420890

ANNE ARUNDEL COUNTY

TO THE CLERK OF THE COURT OF

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.

RETURN TO:
CARUSO HOMES, INC.
1662 VILLAGE GREEN
CROFTON MD 21114

211C3052951

A 388783



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

3414 0968

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR RECORD
5/1/92 8:19 a.m.
CERTIFICATE OF LIMITED PARTNERSHIP
OF
CARUSO BROCK 5 LIMITED PARTNERSHIP

RECEIVED
1992 APR 31 PM 8 19
BOOK 1 PAGE 338

THIS CERTIFICATE OF LIMITED PARTNERSHIP is made this 30th day of April, 1992, by the undersigned general partner. The undersigned, constituting the sole general partner of CARUSO BROCK 5 LIMITED PARTNERSHIP, hereby certifies that:

1. The name of the limited partnership is : CARUSO BROCK 5 LIMITED PARTNERSHIP.
2. The address of the principal office of the limited partnership in the State of Maryland is 1662 Village Green, Crofton, Maryland 21114.
3. The name and address of the resident agent of the limited partnership in the State of Maryland is: Jeffrey V. Caruso, 1662 Village Green, Crofton, Maryland 21114.
4. The latest date upon which the limited partnership is to dissolve is December 31, 2091.
5. The name and business address of the sole general partner is:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114
6. The purposes and powers of the limited partnership, the authority, powers and rights of the general and limited partners, the several interests of the general and limited partners, and other matters affecting the organization, management and termination of the limited partnership, and its business and affairs, shall be governed by the terms, provisions and conditions of the Caruso Brock 5 Limited Partnership Agreement of Limited Partnership dated April 30, 1992, as the same may be amended or modified from time to time.

7. The partnership interest of each general and limited partner and any agreement or certificate evidencing such partnership interest shall be stamped or otherwise imprinted with a conspicuous legend of substantially the following form:

1992 AUG - 7 AM 10:59

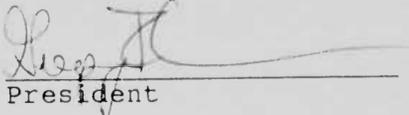
SCC

3415 1052
21228320

"The securities represented by this Agreement 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."

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been signed this 30 day of April, 1992.

Caruso Homes, Inc.,
General Partner

By: 
President

TO THE FILING OFFICER: After this instrument has been recorded, please mail it to:

Caruso Homes, Inc.
1662 Village Green
Crofton, Maryland 21114

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 410

DOCUMENT CODE 05

BUSINESS CODE _____

COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

~~Moraine~~
(Transferor) _____

Surviving
(Transferee) _____

CODE AMOUNT FEE REMITTED

10	<u>59</u>	Expedited Fee
20		Organ. & Capitalization
51		Rec. Fee (Arts. of Inc.)
62		Rec. Fee (Amendment)
63		Rec. Fee (Merger or Consolidation)
64		Rec. Fee (Transfer)
65		Rec. Fee (Dissolution)
66		Rec. Fee (Revival)
52		Foreign Qualification
50		Cert. of Qual. or Reg.
51		Foreign Name Registration
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>
56		Penalty
54		For. Supplemental Cert.
53		Foreign Resolution
73		Certificate of Conveyance

Name Change
(New Name) _____

_____ Change of Name
 _____ Change of Principal Office
 _____ Change of Resident Agent
 _____ Change of Resident Agent Address
 _____ Resignation of Resident Agent
 _____ Designation of Resident Agent and Resident Agent's Address
 _____ Other Change _____

76 _____ Certificate of Merger/Transfer

Code _____

75		Special Fee
80		For. Limited Partnership
83	<u>50</u>	Cert. Limited Partnership
84		Amendment to Limited Partnership
85		Termination of Limited Partnership
21		Recordation Tax
22		State Transfer Tax
23		Local Transfer Tax <u>\$ 157983</u>
31		Corp. Good Standing
NA	<u>4</u>	Foreign Corp. Registration
87		<u>1</u> Limited Part. Good Standing
71		Financial _____ Personal _____
600		Property Reports and late filing penalties
70		Change of P.O., R.A. or R.A.A.
91		Amend/Cancellation, For. Limited Part.
		Other _____
		Other _____

ATTENTION: _____

MAIL TO ADDRESS: _____

Caruso Homes
1662 Village Green
Crofton, MD 21114

TOTAL FEES 123

Check

Cash

NOTE: _____

Documents on _____ checks

APPROVED BY: HW

2415 10543

RECEIVED COPY MADE

CERTIFICATE OF LIMITED PARTNERSHIP
OF
CARUSO BROCK 5 LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 1, 1992 AT 8:19 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3422433

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.

RETURN TO:
CARUSO HOMES, INC.
1662 VILLAGE GREEN
CROFTON

MD 21114

213C3050060

A 388994



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

3415 1051

The Securities represented by this Agreement and Certificate have not been registered under 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.

65-101117 7-2017661

5-1-92 8:26A

DALES MANOR DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE

RECEIVED
'92 MAY 1 AM 8 26
STATE DEPT. OF
ASSESSMENTS & TAXATION

500

Lessans and Tate
Attorneys at Law
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060
410/760-5000

STATE DEPT. OF
ASSESSMENTS & TAXATION
RECEIVED
'92 APR 31 AM 8 20

21228200 3416 0729

Handwritten initials

DALES MANOR DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE

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DALES MANOR DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP

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LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE

The Securities represented by this Agreement and Certificate have not been registered under 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.

THIS LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE ("Agreement" or "Certificate") is made this _____ day of April, 1992, by and between KOCH PROPERTY MANAGEMENT, INC., a Maryland corporation, as general partner, and those partners signatory hereto, as limited partners.

Explanatory Statements

The parties hereto desire (a) to acquire a tract of land located in Anne Arundel County, Maryland, more fully described herein below; (b) to develop the same as a subdivision of residential building lots; and (c) to either sell the lots to third parties, or construct dwellings thereon and thereafter sell the lots as improved to third parties. In order to accomplish their aforesaid desires, the parties hereto wish to join together in a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act, Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland.

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, it is mutually agreed by and between the parties hereto as follows:

1. Name. The name of this limited partnership shall be "Dales Manor Development Associates Limited Partnership." ✓

2. Definitions. Throughout this Agreement, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act ("MRULPA"), as amended from time to time, shall

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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:

2.1. "Agreement" - This Limited Partnership Agreement.

2.2. "Partnership" - This Limited Partnership.

3. Principal Office of Partnership. The address of the principal office of the Partnership in this State shall be located at:

Dales Manor Development Associates
Limited Partnership
c/o Koch Property Management, Inc.
900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

The Partnership may have such other or additional offices as the general partners, in their sole discretion, shall deem necessary or advisable. The name and address of the resident agent of the Partnership in this State are:

Gary W. Koch
900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

4. Purposes. The purposes for which the Partnership is formed are as follows:

4.1. The Partnership shall acquire certain real property located in Anne Arundel County, Maryland, being all that land shown on the Plats entitled "Dales Manor", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 145, pages 31 and 32. The Partnership shall then (a) provide the necessary site improvements to the property and (b) either sell the individual building lots comprising the subdivision to third parties or construct dwellings thereon for sale to the general public. Said tract of real property together with the improvements to be constructed thereon and appurtenances thereto shall be hereinafter referred to as the "Property".

4.2. The Partnership may sell all or any part of the Property.

4.3. 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.

4.4. 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.

5. Filing of Initial Certificate. The general partners shall (a) promptly file a counterpart of this Limited Partnership Agreement and Certificate with the State Department of Assessments and Taxation of Maryland (the "Department"), and (b) do all other things requisite for the due formation of the Partnership as a limited partnership pursuant to the laws of the State of Maryland.

6. Term. The Partnership shall be formed at the time of the filing of this Limited Partnership Agreement and Certificate with the Department. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of the business on December 31, 2002.

7. Partners, Partnership Interests, Contributions.

7.1. The name and the home or business address of each partner and the type and class, if any, of partnership interest, original contribution and percentage of partnership interest of each of the partners are as set forth on the signature page hereof.

7.2. The original contribution of each partner set forth on the signature page hereof shall be contributed and paid in cash to the Partnership upon execution of this Agreement by each respective partner.

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

7.4. Except as set forth in this Agreement no partner shall be entitled to receive any distributions from the Partnership. A limited partner shall have the right to withdraw from the Partnership on not less than six (6) months prior written notice to each general partner at his address on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, 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 the 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.

7.5. Except to the extent otherwise required by the MRULPA, no limited partner shall be required to make any contribution to the Partnership in excess of his original contribution.

8. Allocations of Profits and Losses.

8.1. For purposes of this Agreement and until determined otherwise by the general partners, in their sole discretion, the term fiscal year shall mean the calendar year (the "Fiscal Year").

8.2. The profits and losses of the Partnership shall be determined for each Fiscal Year of the Partnership in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. For purposes of Sections 703 and 704 of the Internal Revenue Code of 1986, or the corresponding sections of any further internal revenue law, or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each partner's distribution share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the partners' respective percentages of partnership interest.

8.3. 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 each partner's respective percentage of partnership interest.

9. Distributions.

9.1. For purposes of this Agreement:

9.1.1. "Net Cash Flow" shall mean:

9.1.1.1. 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 1986, and any charitable contributions, increased by (a) the amount of the 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, and such reserves for

repairs and reserves to meet anticipated expenses as the general partners shall deem to be reasonably necessary; plus,

9.1.1.2. Any other funds deemed by the general partners to be available for distribution.

9.2. The Net Cash Flow of the Partnership shall be distributed among the partners, in proportion to each partner's respective percentage of partnership interest, as and when deemed advisable by the general partners, in their sole discretion.

9.3. 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 the Property in any other manner may be distributed to the partners in proportion to each partner's respective percentage of partnership interest, in the sole discretion of the general partners.

10. Rights and Powers of General Partners, Management of Partnership Business.

10.1. The general partners shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the Partnership for the benefit of all of the partners. The general partners shall act only upon the consent of the majority in number of the general partners; provided, however, one of their signatures shall be sufficient to bind the Partnership so long as such signatory has the written consent thereto of the other general partners. 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 this Agreement.

10.2. The general partners (acting for and on behalf 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 their sole discretion, have the full and entire right, power and authority in the management of the business and affairs of the Partnership:

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

10.2.2. Subject to provisions of Section 12.3 hereof, 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,

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or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the Partnership property, whether realty or personality, upon such terms and conditions as the general partners, in their sole discretion, may deem to be in the best interest of the Partnership, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments.

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

10.2.4. To employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the Partnership business, including persons related to or affiliated with the general partners, and, in each such instance, to pay them reasonable compensation therefore.

10.2.5. 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 partners against any and all risks.

10.2.6. To make loans and extend credit to the Partnership; to borrow money from any partner, bank, lending institution or other lender for any Partnership purpose, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber 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 partners 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 therefore 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 or deed of trust placed upon any Partnership property; provided, however, that the interest rate on a loan or loans made by a partner to the Partnership shall not exceed by more than three percent (3.0%) the prime rate of interest charged by Provident Bank of Maryland from time to time.

10.2.7. To improve, develop, 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 to join with co-owners and others in dealing with real estate in any way.

10.2.8. For purposes of any distributions in kind of property of the Partnership among the partners or for other purposes, to appraise (or have appraised) and 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 partners, in their sole discretion, and shall be binding on all partners and any other persons interested in the Partnership and the property of the Partnership.

10.2.9. 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 partners, in their sole discretion, deem necessary or desirable.

10.2.10. To make investments in government obligations, bank certificates of deposit, short-term debt securities and short term commercial paper, pending initial investment or future re-investment of the Partnership's funds, or to provide a source from 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.

10.2.11. To do all such acts and things and engage in all such proceedings, and to execute, acknowledge, seal and deliver such documents or instruments, although not specifically mentioned herein, as the general partners, in their sole discretion, may deem necessary or desirable to conduct the business of the Partnership and to carry out the purposes of the Partnership and, in general, to carry on and do all things necessary to conduct the affairs of the Partnership with all the powers that an individual may have in dealing with his own affairs.

10.3. All powers of the general partners hereunder may be exercised by them and any or all of such powers may be assigned or delegated by the General Partners to any other person, except the limited partners, including persons and entities related to or affiliated with the general partners.

10.4. In addition to the specific rights and powers herein granted to the general partners, the general partners shall possess and may enjoy and exercise all of the rights and powers of general partners as provided in the MRULPA.

10.5. The general partners, or their delegate, as the case may be, shall devote such of their time to the business of the Partnership as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the partners, or any stockholder, officer, director, employee or other person holding a

legal or beneficial interest in any 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; 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.

10.6. The general partners, on behalf of the Partnership, may contract with any person related to or affiliated with the general partners, and the general partners and such person related to or affiliated with the general partners (including any of the directors, officers or employees of such persons) their designees and nominees, shall not be liable to the Partnership or to any of the partners for damages, losses, liability or 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 all or any portion of the property of the Partnership shall be held in the name of "Dales Manor Development Associates Limited Partnership", or in such other manner as the general partners, in their sole discretion, shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the general partners may arrange to have title taken and held in their own names or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the Partnership 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 Powers.

12.1. No limited partner, in addition to the exercise of his rights and powers as a limited partner, shall take part in the control of the business of the Partnership.

12.2. The limited partners shall have no voting rights, except those pertaining to the dissolution and winding-up of the Partnership, as set forth in Section 15; the sale of all or substantially all of the assets of the Partnership, as set forth in this Section 12; and approving an amendment to this Agreement, as set forth in this Section 12.

12.3. The general partners shall have the authority to amend this Agreement provided that any such amendment shall have received the consent of partners whose respective percentages of partnership interest exceed fifty percent (50%) of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the

general partners. A sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Partnership shall require consent of partners whose respective percentages of partnership interest exceed sixty six and two-thirds (66 2/3%) of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the general partners.

12.4. Meetings of the Partnership for any purpose shall be held at the call of the general partners. All such meetings shall be held at a place designated by the general partners, and written notice of such location and of the date and time of the meeting shall be given by the general partners to each limited partner at least ten (10) days prior to such date.

13. Assignability of Partnership Interests.

13.1. Except as otherwise provided in this Section 13, none of the general partners shall have the right to withdraw from the Partnership or to assign all of their partnership interest in the Partnership. Any part but not all of the partnership interest of each general partner, as general partner, shall be assignable to a spouse, ancestor, descendant, brother or sister of a general partner or to a testamentary or inter-vivos trust of which the beneficiaries are one (1) or more of a group consisting of the spouse, ancestor, descendant, brother or sister of the general partner, provided that such assignment does not terminate the Partnership for federal income tax purposes; and the assignee thereof shall be a limited partner entitled to all the rights and powers and shall be subject to all the restrictions on and obligations and liabilities of a limited partner under this Agreement and the MRULPA.

13.2. Subject to the further provisions hereof and to the consent of a majority in number of the general partners, the partnership interest of each permitted assignee of a limited partner shall become a limited partner of the Partnership, provided that the assignee pays a fee not to exceed Five Hundred Dollars (\$500.00) to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the Department.

13.3. The partnership interest owned by an assignee who has not become a 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 limited partner, but any such assignment shall be subject to all the provisions of this Section 13.

13.4. In the event of an assignment 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 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 1986, and the similar provisions of the tax law of any state or other jurisdiction.

13.5. Anything contained in this Agreement 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.

13.6. 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 in substantially the form set forth at the top of the first page of this Agreement. Such partnership interest shall not be transferable except upon the conditions specified in this Section 13.5. 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 consistent with the aforesaid legend, prior to any permitted transfer of a partnership interest he shall give written notice to the general partners and shall present copies thereof to counsel for the Partnership and the following provisions shall apply:

(a) 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, 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, this Agreement 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; or

(b) 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.

13.7. 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 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 partner may still be limited as to the amount of his partnership interest that he may sell.

14. General Partner Ceasing to be Such. 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.

15. Dissolution of the Partnership.

15.1. The Partnership shall be dissolved and its affairs shall be wound-up upon the first to occur of any of the following events:

15.1.1. The consent of the 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.

15.1.2. The sale of all or substantially all of the Partnership assets.

15.1.3. The expiration of the term of the Partnership.

15.1.4. The unanimous consent of the general partners.

15.1.5. All the general partners cease to be such and the limited partners fail to promptly appoint a substitute general partner in their stead.

15.1.6. The entry of a decree of judicial dissolution under Section 10-802 or the MRULPA.

15.2. 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 therefore, shall be applied and distributed in order of priority as follows:

15.2.1. 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 this Agreement.

15.2.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

15.2.3. 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).

15.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distribution under this Agreement.

15.2.5. The balance remaining, if any, to partners, first, for the return of their contributions and, second, respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

15.3. Upon the dissolution and the completion of the winding-up of the Partnership, the general partners shall execute and cause to be filed with the Department a Certificate of Cancellation of the Partnership.

15.4. 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.

16. Bank Accounts.

The funds of the Partnership shall be deposited in such bank account or accounts as the general partners shall deem appropriate, in their sole discretion, and the general partners shall arrange for the appropriate conduct of such accounts. The general partners shall not be liable in the event of a failure of any such depository.

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

17.1. There shall be kept at the principal office of the Partnership all records required to be kept by the Partnership under Section 10-105 of the MRULPA. The partnership books shall be kept on the cash receipts and disbursements method or on the accrual method as the general partners, in their sole discretion, may determine.

17.2. A compilation or review shall be made as of the end of each Partnership Fiscal Year by such independent certified public accountants as the general partners, in their sole discretion, may, from time to time, designate. Any partner shall have the right to inspect and copy the records of the Partnership designated in Section 10-105 of the MRULPA; provided such inspection and copying is made at the reasonable request and at the expense of the partner desiring the same and is made during ordinary business hours.

17.3. The general partners shall, within ninety (90) days after the close of the Partnership Fiscal Year, mail to the limited partners an annual report containing compiled or reviewed financial information of the business of the Partnership for such accounting year and shall, at the same time, furnish each partner of the Partnership with all of the information which is relevant to such partner for federal income tax purposes. The annual report may contain such other information as the general partners, in their sole discretion, may determine. The general partners may send to the limited partners such quarterly, semi-annual and other reports or other information as the general partners, in their sole discretion, may designate.

18. Indemnification.

The Partnership shall indemnify and advance expenses to the general partners to the fullest extent and in the manner provided for corporate directors in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. Such indemnification shall be made solely from the assets of the Partnership. For the purposes of this Section 18, a general partner shall be deemed to be a director within the meaning of Section 2-418; the Partnership shall be deemed to be a corporation within the meaning of Section 2-418; and the general partners shall be deemed to be the board of directors within the meaning of Section 2-418.

19. Miscellaneous Provisions.

19.1. Unless otherwise provided in this Agreement, no partner shall be liable to any other partner or to the Partnership for any good faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

19.2. 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 business or activities.

19.3. All notices or other communications provided for herein shall be given by first class certified or registered U.S. mail, return receipt requested, all required postage prepaid, if to a Partner, to the address of the Partner set forth on the signature pages to this Agreement, unless notice of a change of address is given to the Partnership, and if to the Partnership, to the principal office of the Partnership as set forth in Section 3 hereto, 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. All notices or other communications shall be deemed received when given, as aforesaid.

19.4. Each limited partner hereby makes, constitutes and appoints the general partners, and each of them, 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 and file with the Department the Initial Certificate of Limited Partnership of the Partnership admitting him as a limited partner to this Partnership in accordance with the laws of the State of Maryland or the laws of any other state in which such a certificate is required to be filed.

19.5. The power of attorney granted hereunder to the general partners is a special power of appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the disability of the limited partner.

19.6. 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 thereof.

19.7. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, 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 covenants, promises, agreements, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

19.8. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law.

Wherever 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 that provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, 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.

It is the intention of the parties hereto that this Agreement shall be governed by and construed and enforced 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 Execution.

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 parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:



GENERAL PARTNER:

**KOCH PROPERTY MANAGEMENT, INC.
a Maryland corporation**

By:  (Seal)
Gary W. Koch, President

900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146

Initial Contribution: \$ 10.00

Percentage of Partnership
Interest: 1.0%

LIMITED PARTNER:

(Seal)

Gary W. Koch

900 Ritchie Highway, Suite 201
Severna Park, Maryland 21146Initial Contribution: \$990.00
Percentage of Partnership
Interest: 99.0%koch/dales:lpship.agr
4/27/92

After recording, please return to:

James C. Praley
Lessans and Tate
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

PAGE 100

DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	Name Change (New Name)
10	_____	Expedited Fee	_____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>146</u>
80	_____	For. Limited Partnership	ATTENTION: _____
83	<u>50</u>	Cert. Limited Partnership	<u>James C. Praley</u>
84	_____	Amendment to Limited Partnership	MAIL TO ADDRESS: _____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	_____ Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

TOTAL FEES 50

_____ Check _____ Cash
_____ Documents on _____ checks

NOTE:

APPROVED BY: [Signature]

3415 0747

CERTIFICATE OF LIMITED PARTNERSHIP
OF
DALES MANOR DEVELOPMENT ASSOCIATES LIMITED
PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 1, 1992 AT 8:26 O'CLOCK A. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3424199

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.

RETURN TO:
LESSANS AND TATE
JAMES C. PRALEY
POST OFFICE BOX 1330
GLEN BURNIE MD 21061 3592

215C3050393

A 389286



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3416 0728

APPROVED FOR RECORD

2

CERTIFICATE OF LIMITED PARTNERSHIP OF 5-1-92 et 980a WARWICK 127 JOINT VENTURE LIMITED PARTNERSHIP

THIS CERTIFICATE is made, entered into and effective for all purposes, and in all respects as of the 21st day of APRIL, 1992, by and among the undersigned parties.

WITNESSETH:

WHEREAS, the parties hereto desire to form a limited partnership known as the WARWICK 127 JOINT VENTURE LIMITED PARTNERSHIP (The "Partnership") under and pursuant to the Maryland 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 are hereby acknowledged, the undersigned parties agree and do hereby certify that:

1. The name of the Partnership is WARWICK 127 JOINT VENTURE LIMITED PARTNERSHIP.

2. The business of the Partnership is to acquire certain real property and to use, operate, maintain and manage property for investment purposes and the production of profit. Subject to the limitation hereinafter enumerated in this Certificate, the Partnership may (a) lease, sell, exchange and maintain, for any uses, as the Partnership may obtain; (b) incur any indebtedness, secured or unsecured, for any of the purposes of the Partnership; and (c) do any other acts as are necessary to protect or enhance the assets of the Partnership.

3. The principal office and place of business of the Partnership shall be located at 1682 Village Green, Crofton, Maryland 21114. The Partnership may have such additional or other offices as the General Partners, in their sole discretion, shall deem advisable.

4. The term of the Partnership commences as of the date indicated above and shall dissolve on the 20th day of April 2022, unless previously terminated in accordance with the provisions of the Articles of Limited Partnership.

5. The amount of cash or initial capital contribution to be credited to the capital accounts of the Partnership for each Partner is shown opposite their signatures. Partners' capital account will also be credited for assessments determined necessary by the General Partners as necessary to pay for otherwise unfunded general operating expenses. Except as provided in Paragraph 8 hereof, no interest or any other compensation shall be paid by the Partnership to any Limited Partner with respect to his capital contribution to the Partnership or his capital account in the Partnership.

6. No Limited Partner (in his capacity as a Limited Partner) shall be required to make any additional capital contribution beyond the amount set forth opposite his name and the

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additional assessments described in Paragraph 5, or shall be personally liable for any losses, debts, obligations or liabilities of the Partnership.

7. 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 or on or after dissolution of the Partnership, provided that assets of the Partnership are then sufficient to cover all its liabilities, including liabilities to Partners.

8. 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.

9. No Limited Partner may sell, assign or transfer his Partnership interest except in the manner stated in the Articles of Limited Partnership without the written consent of the General Partners.

10. No Limited Partner shall have priority over any other Limited Partner with respect to contributions, capital accounts, distribution of profits, or distributions upon dissolution, except as otherwise set forth in Paragraph 8 hereof.

11. The resident agent shall be Edwin J. Kennedy, 1682 Village Green, Crofton, Maryland 21114.

12. The remaining General Partners have the right to continue the partnership on the happening of an event of withdrawal of a General Partner.

GENERAL PARTNERS

Name	Capital Contribution	Address
<u>Nils J. Borregaard</u> Nils J. Borregaard	\$500	10 Kratz Road, Harleysville, PA 19458 ^{19438 USE} _{CRB}
<u>Raymond J. Grace</u> Raymond J. Grace	\$500	3476 Monitor Court, Davidsonville, MD 21035
<u>Edwin J. Kennedy</u> Edwin J. Kennedy	\$500	7016 Bybrook Lane, Chevy Chase, MD 20815

7415 1178

LIMITED PARTNERS

Name	Capital Contribution	Number Units	Address
<i>Nils J. Borregaard</i> Nils J. Borregaard	\$36,000	1	10 Kratz Road, Harleysville, PA 19458 ^{19438 NJB} _{AKB}
<i>Alexandra K. Borregaard</i> Alexandra K. Borregaard			10 Kratz Road, Harleysville, PA 19458 ^{19438 NJB} _{AKB}
<i>Raymond J. Grace</i> Raymond J. Grace	\$36,000	1	3476 Monitor Ct, Davidsonville, MD 21035
<i>Marie A. Grace</i> Marie A. Grace	\$36,000	1	3476 Monitor Ct, Davidsonville, MD 21035
<i>Edwin J. Kennedy</i> Edwin J. Kennedy	\$36,000	1	7016 Bybrook Ln, Chevy Chase, MD 20815

3415 1179

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

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DOCUMENT CODE 05 z.d. BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13		_____ Certified Copy _____	_____ Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code _____
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		_____ Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		_____ Limited Part. Good Standing	<u>Edwin Kennedy</u>
71		Financial	<u>1682 Village Green</u>
600		_____ Personal	<u>Crofton Md 21114</u>
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 80

Check _____ Cash

Documents on _____ checks

APPROVED BY: [Signature]

NOTE: New Corp Start file

7415 1180

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WARWICK 127 JOINT VENTURE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 1, 1992 AT 9:00 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3422656

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.

RETURN TO:
EDWIN J. KENNEDY
1682 VILLAGE GREEN
CROFTON

MD 21114

213C3050082

A 389015



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3415 1176

APPROVED FOR RECORD
05-05-92 at 3:09

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SHADOW POINT LIMITED PARTNERSHIP

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 15th day of May, 1992, by J & E Corporation, a Maryland corporation, as the General Partner.

EXPLANATORY STATEMENT

J & E Corporation, desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Shadow Point Limited Partnership."
2. The purposes for which the Partnership is formed are as follows: (a) to acquire, hold, own, improve, develop, lease, manage, subdivide and otherwise deal with certain real property located in Prince Georges County, Maryland; and (b) to do any and all things necessary, convenient or incidental to the foregoing.
3. The address of the principal office of the Partnership is 30 Shadow Point Court, Edgewater, Maryland 21037. The name and address of the resident agent of the Partnership are Robert B. Curran, 300 East Lombard Street, Baltimore, Maryland 21202. ✓
4. The name and business address of the General Partner are: J & E Corporation, 30 Shadow Point Court, Edgewater, Maryland 21037.
5. The relations of the parties and the affairs of the Partnership shall be governed by a partnership agreement (the "Partnership Agreement") which may be amended from time to time by the partners of the Partnership.
6. The latest date upon which the Partnership shall be dissolved and its affairs wound up is December 31, 2042.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has

F:\CRC\CLI\141471.1
April 15, 1992

21278056

3416 1371

50

1992 AUG -7 AM 10:59

executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

[Handwritten Signature]

GENERAL PARTNER:

J & E Corporation

By: *[Handwritten Signature]* (SEAL)
John M. LaPides, President

RECEIVED
1992 MAY 5 PM 3 09
STATE DEPT. OF
ASSESSMENTS & TAXATION

F:\CRC\CL1\141471.1
April 15, 1992

3416 1372

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

FLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION
Room 809
301 West Preston Street
Baltimore, Maryland 21201

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DOCUMENT CODE 05 BUSINESS CODE _____ COUNTY 52
_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u>	_____ Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code <u>024</u>
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: <u>Margaret R. Roberts</u>
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31		_____ Corp. Good Standing	
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		_____ Limited Part. Good Standing	
71		Financial	
600		_____ Personal	
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES 88

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: JmT

3415 1373 3

CERTIFICATE OF LIMITED PARTNERSHIP
OF
SHADOW POINT LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 5, 1992 AT 3:09 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3424876

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.

RETURN TO:
FRANK, BERNSTEIN, CONAWAY
& GOLDMAN, MARGARET R, ROBERTS
300 E LOMBARD STREET
BALTIMORE MD 21202

216C3050507

A 389382



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3416 1370

9m

TATE EASTON LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE

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5-18-92

3:29p

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1992R006-7 AM11:50

DR. J. W. TATE

SLU

21418041

3433 0887

BOOK 14 PAGE 472

**TATE EASTON LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE**

The Securities represented by this Agreement and Certificate have not been registered under 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.

THIS LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE
("Agreement" or "Certificate") is made this 18th day of May, 1992, by and between CRESTON G. TATE, as general partner, and those partners signatory hereto, as limited partners.

Explanatory Statements

The parties hereto desire (a) to acquire the rights, pursuant to and Agreement of Sale dated May 18, 1992, by and between Michael E. Meagher, et al., to purchase a tract of land located in Talbot County, Maryland, and generally known as 313 Maryland Route 50 North, Easton, Maryland 21601 (the "Property"); (b) to acquire the Property; and (c) to hold the Property as an income producing property and otherwise as an investment. In order to accomplish their aforesaid desires, the parties hereto wish to join together in a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act, Title 10 of the Corporations and Associations Article of the Annotated Code of Maryland.

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, it is mutually agreed by and between the parties hereto as follows:

1. **Name.** The name of this limited partnership shall be:

TATE EASTON LIMITED PARTNERSHIP

2. **Definitions.** Throughout this Agreement, any word or words that are defined in the Maryland Revised Uniform Limited Partnership Act ("MRULPA"), as amended from time to time, shall

BOOK 11 PAGE 473

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:

- 2.1. "Agreement" - This Limited Partnership Agreement.
- 2.2. "Partnership" - This Limited Partnership.

3. **Principal Office of Partnership.** The address of the principal office of the Partnership in this State shall be located at:

Tate Easton Limited Partnership
c/o Atwood B. Tate
7419 Baltimore-Annapolis Blvd.
P. O. Box 1330
Glen Burnie, Maryland 21060

The Partnership may have such other or additional offices as the general partners, in their sole discretion, shall deem necessary or advisable. The name and address of the resident agent of the Partnership in this State are:

Atwood B. Tate
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

4. **Purposes.** The purposes for which the Partnership is formed are as follows:

4.1. The Partnership shall acquire certain real property located in Talbot County, Maryland, comprising 2.38 acres, more or less, and generally known as 313 Maryland Route 50 North, Easton, Maryland 21601. The Partnership shall then hold the property as an income producing property and for other investment purposes. Said tract of real property together with the improvements constructed thereon and appurtenances thereto shall be hereinafter referred to as the "Property".

4.2. The Partnership may sell all or any part of the Property.

4.3. 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.

4.4. 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.

5. Filing of Initial Certificate. The general partners shall (a) promptly file a counterpart of this Limited Partnership Agreement and Certificate with the State Department of Assessments and Taxation of Maryland (the "Department"), and (b) do all other things requisite for the due formation of the Partnership as a limited partnership pursuant to the laws of the State of Maryland.

6. Term. The Partnership shall be formed at the time of the filing of this Limited Partnership Agreement and Certificate with the Department. Unless sooner terminated pursuant to the further provisions of this Agreement, the Partnership shall continue until the close of the business on December 31, 2022.

7. Partners, Partnership Interests, Contributions.

7.1. The name and the home or business address of each partner and the type and class, if any, of partnership interest, original contribution and percentage of partnership interest of each of the partners are as set forth on the signature page hereof.

7.2. The original contribution of each partner set forth on the signature page hereof shall be contributed and paid in cash to the Partnership upon execution of this Agreement by each respective partner.

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

7.4. Except as set forth in this Agreement no partner shall be entitled to receive any distributions from the Partnership. A limited partner shall have the right to withdraw from the Partnership on not less than six (6) months prior written notice to each general partner at his address on the books of the Partnership. On withdrawal, a withdrawing partner shall be entitled to receive from the Partnership any distribution to which he would otherwise be entitled under this Agreement, prorated to the date of withdrawal, but only if, 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 the 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

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demand and receive property (other than cash) of the Partnership in return of his contributions.

7.5. Except to the extent otherwise required by the MRULPA, no limited partner shall be required to make any contribution to the Partnership in excess of his original contribution.

8. Allocations of Profits and Losses.

8.1. For purposes of this Agreement and until determined otherwise by the general partners, in their sole discretion, the term fiscal year shall mean the calendar year (the "Fiscal Year").

8.2. The profits and losses of the Partnership shall be determined for each Fiscal Year of the Partnership in accordance with the accounting methods followed for federal income tax purposes and otherwise in accordance with generally accepted accounting principles and procedures applied in a consistent manner. For purposes of Sections 703 and 704 of the Internal Revenue Code of 1986, or the corresponding sections of any further internal revenue law, or any similar tax law of any state or jurisdiction, and for such purposes only, the determination of each partner's distribution share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in proportion to the amounts of the partners' respective percentages of partnership interest.

8.3. 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 each partner's respective percentage of partnership interest.

9. Distributions.

9.1. For purposes of this Agreement:

9.1.1. "Net Cash Flow" shall mean:

9.1.1.1. 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 1986, and any charitable contributions, increased by (a) the amount of the 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, and such reserves for

repairs and reserves to meet anticipated expenses as the general partners shall deem to be reasonably necessary; plus,

9.1.1.2. Any other funds deemed by the general partners to be available for distribution.

9.2. The Net Cash Flow of the Partnership shall be distributed among the partners, in proportion to each partner's respective percentage of partnership interest, as and when deemed advisable by the general partners, in their sole discretion.

9.3. 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 the Property in any other manner may be distributed to the partners in proportion to each partner's respective percentage of partnership interest, in the sole discretion of the general partners.

10. Rights and Powers of General Partners, Management of Partnership Business.

10.1. The general partners shall have sole and complete control of the management and operation of the affairs and business of the Partnership and shall operate the Partnership for the benefit of all of the partners. The general partners shall act only upon the consent of the majority in number of the general partners; provided, however, one of their signatures shall be sufficient to bind the Partnership so long as such signatory has the written consent thereto of the other general partners. 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 this Agreement.

10.2. The general partners (acting for and on behalf 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 their sole discretion, have the full and entire right, power and authority in the management of the business and affairs of the Partnership:

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

10.2.2. Subject to provisions of Section 12.3 hereof, 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,

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or have appraised, apportion, divide in kind, borrow on, hypothecate or give options for any and all of the Partnership property, whether realty or personality, upon such terms and conditions as the general partners, in their sole discretion, may deem to be in the best interest of the Partnership, and in so doing to execute, acknowledge, seal and deliver all necessary documents or instruments.

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

10.2.4. To employ agents, servants, employees and independent contractors to assist in or assume full responsibility for the management and operation of the Partnership business, including persons related to or affiliated with the general partners, and, in each such instance, to pay them reasonable compensation therefore.

10.2.5. 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 partners against any and all risks.

10.2.6. To make loans and extend credit to the Partnership; to borrow money from any partner, bank, lending institution or other lender for any Partnership purpose, and in connection therewith, issue notes, debentures or any other evidence of indebtedness and encumber 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 partners 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 therefore 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 or deed of trust placed upon any Partnership property; provided, however, that the interest rate on a loan or loans made by a partner to the Partnership shall not exceed by more than three percent (3.0%) the prime rate of interest charged by Maryland National Bank from time to time.

10.2.7. To improve, develop, 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 to join with co-owners and others in dealing with real estate in any way.

10.2.8. For purposes of any distributions in kind of property of the Partnership among the partners or for other purposes, to appraise (or have appraised) and 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 partners, in their sole discretion, and shall be binding on all partners and any other persons interested in the Partnership and the property of the Partnership.

10.2.9. 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 partners, in their sole discretion, deem necessary or desirable.

10.2.10. To make investments in government obligations, bank certificates of deposit, short-term debt securities and short term commercial paper, pending initial investment or future re-investment of the Partnership's funds, or to provide a source from 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.

10.2.11. To do all such acts and things and engage in all such proceedings, and to execute, acknowledge, seal and deliver such documents or instruments, although not specifically mentioned herein, as the general partners, in their sole discretion, may deem necessary or desirable to conduct the business of the Partnership and to carry out the purposes of the Partnership and, in general, to carry on and do all things necessary to conduct the affairs of the Partnership with all the powers that an individual may have in dealing with his own affairs.

10.3. All powers of the general partners hereunder may be exercised by them and any or all of such powers may be assigned or delegated by the General Partners to any other person, except the limited partners, including persons and entities related to or affiliated with the general partners.

10.4. In addition to the specific rights and powers herein granted to the general partners, the general partners shall possess and may enjoy and exercise all of the rights and powers of general partners as provided in the MRULPA.

10.5. The general partners, or their delegate, as the case may be, shall devote such of their time to the business of the Partnership as they may, in their sole discretion, deem to be necessary to conduct said business. Any of the partners, or any stockholder, officer, director, employee or other person holding a

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legal or beneficial interest in any 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; 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.

10.6. The general partners, on behalf of the Partnership, may contract with any person related to or affiliated with the general partners, and the general partners and such person related to or affiliated with the general partners (including any of the directors, officers or employees of such persons) their designees and nominees, shall not be liable to the Partnership or to any of the partners for damages, losses, liability or 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 all or any portion of the property of the Partnership shall be held in the name of "Tate Easton Limited Partnership", or in such other manner as the general partners, in their sole discretion, shall determine to be in the best interest of the Partnership. Without limiting the foregoing grant of authority, the general partners may arrange to have title taken and held in their own names or in the names of trustees, nominees or straw parties for the Partnership. It is expressly understood and agreed that the manner of holding title to the property (or any part thereof) of the Partnership 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 Powers.**

12.1. No limited partner, in addition to the exercise of his rights and powers as a limited partner, shall take part in the control of the business of the Partnership.

12.2. The limited partners shall have no voting rights, except those pertaining to the dissolution and winding-up of the Partnership, as set forth in Section 15; the sale of all or substantially all of the assets of the Partnership, as set forth in this Section 12; and approving an amendment to this Agreement, as set forth in this Section 12.

12.3. The general partners shall have the authority to amend this Agreement provided that any such amendment shall have received the consent of partners whose respective percentages of partnership interest exceed fifty percent (50%) of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the

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general partners. A sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Partnership shall require consent of partners whose respective percentages of partnership interest exceed sixty six and two-thirds (66 2/3%) of the total percentage of partnership interests of all partners in the Partnership and the agreement of a majority in number of the general partners.

12.4. Meetings of the Partnership for any purpose shall be held at the call of the general partners. All such meetings shall be held at a place designated by the general partners, and written notice of such location and of the date and time of the meeting shall be given by the general partners to each limited partner at least ten (10) days prior to such date.

13. Assignability of Partnership Interests.

13.1. Except as otherwise provided in this Section 13, none of the general partners shall have the right to withdraw from the Partnership or to assign all of their partnership interest in the Partnership. Any part but not all of the partnership interest of each general partner, as general partner, shall be assignable to a spouse, ancestor, descendant, brother or sister of a general partner or to a testamentary or inter-vivos trust of which the beneficiaries are one (1) or more of a group consisting of the spouse, ancestor, descendant, brother or sister of the general partner, provided that such assignment does not terminate the Partnership for federal income tax purposes; and the assignee thereof shall be a limited partner entitled to all the rights and powers and shall be subject to all the restrictions on and obligations and liabilities of a limited partner under this Agreement and the MRULPA.

13.2. Subject to the further provisions hereof and to the consent of a majority in number of the general partners, the partnership interest of each permitted assignee of a limited partner shall become a limited partner of the Partnership, provided that the assignee pays a fee not to exceed Five Hundred Dollars (\$500.00) to the Partnership to cover the costs and expenses of preparing, executing and filing of a Certificate of Amendment with the Department.

13.3. The partnership interest owned by an assignee who has not become a 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 limited partner, but any such assignment shall be subject to all the provisions of this Section 13.

13.4. In the event of an assignment 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 assignment of the partnership interest of the assignor partner, and an election may be made by the general partners, in their sole

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discretion, to adjust the basis of Partnership assets in accordance with Section 754 of the Internal Revenue Code of 1986, and the similar provisions of the tax law of any state or other jurisdiction.

13.5. Anything contained in this Agreement 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.

13.6. 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 in substantially the form set forth at the top of the first page of this Agreement. Such partnership interest shall not be transferable except upon the conditions specified in this Section 13.5. 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 consistent with the aforesaid legend, prior to any permitted transfer of a partnership interest he shall give written notice to the general partners and shall present copies thereof to counsel for the Partnership and the following provisions shall apply:

(a) 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, 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, this Agreement 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; or

(b) 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

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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.

13.7. 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 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 partner may still be limited as to the amount of his partnership interest that he may sell.

14. **General Partner Ceasing to be Such.** 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.

15. **Dissolution of the Partnership.**

15.1. The Partnership shall be dissolved and its affairs shall be wound-up upon the first to occur of any of the following events:

15.1.1. The consent of the 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.

15.1.2. The sale of all or substantially all of the Partnership assets.

15.1.3. The expiration of the term of the Partnership.

15.1.4. The unanimous consent of the general partners.

15.1.5. All the general partners cease to be such and the limited partners fail to promptly appoint a substitute general partner in their stead.

15.1.6. The entry of a decree of judicial dissolution under Section 10-802 or the MRULPA.

15.2. 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 therefore, shall be applied and distributed in order of priority as follows:

15.2.1. 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 this Agreement.

15.2.2. Second, to the payment and discharge of any loans made by any of the partners to the Partnership.

15.2.3. 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).

15.2.4. Fourth, to partners and former partners in satisfaction of liabilities for distribution under this Agreement.

15.2.5. The balance remaining, if any, to partners, first, for the return of their contributions and, second, respecting their partnership interests in the proportion to each partner's respective percentage of partnership interest.

15.3. Upon the dissolution and the completion of the winding-up of the Partnership, the general partners shall execute and cause to be filed with the Department a Certificate of Cancellation of the Partnership.

15.4. 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.

16. Bank Accounts.

The funds of the Partnership shall be deposited in such bank account or accounts as the general partners shall deem appropriate, in their sole discretion, and the general partners shall arrange for the appropriate conduct of such accounts. The general partners shall not be liable in the event of a failure of any such depository.

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

17.1. There shall be kept at the principal office of the Partnership all records required to be kept by the Partnership under Section 10-105 of the MRULPA. The partnership books shall be kept on the cash receipts and disbursements method or on the accrual method as the general partners, in their sole discretion, may determine.

17.2. A compilation or review shall be made as of the end of each Partnership Fiscal Year by such independent certified public accountants as the general partners, in their sole discretion, may, from time to time, designate. Any partner shall have the right to inspect and copy the records of the Partnership designated in Section 10-105 of the MRULPA; provided such inspection and copying is made at the reasonable request and at the expense of the partner desiring the same and is made during ordinary business hours.

17.3. The general partners shall, within ninety (90) days after the close of the Partnership Fiscal Year, mail to the limited partners an annual report containing compiled or reviewed financial information of the business of the Partnership for such accounting year and shall, at the same time, furnish each partner of the Partnership with all of the information which is relevant to such partner for federal income tax purposes. The annual report may contain such other information as the general partners, in their sole discretion, may determine. The general partners may send to the limited partners such quarterly, semi-annual and other reports or other information as the general partners, in their sole discretion, may designate.

18. Indemnification.

The Partnership shall indemnify and advance expenses to the general partners to the fullest extent and in the manner provided for corporate directors in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time. Such indemnification shall be made solely from the assets of the Partnership. For the purposes of this Section 18, a general partner shall be deemed to be a director within the meaning of Section 2-418; the Partnership shall be deemed to be a corporation within the meaning of Section 2-418; and the general partners shall be deemed to be the board of directors within the meaning of Section 2-418.

19. Miscellaneous Provisions.

19.1. Unless otherwise provided in this Agreement, no partner shall be liable to any other partner or to the Partnership for any good faith act or omission to act in the exercise of his judgment under the provisions of this Agreement.

19.2. 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 business or activities.

19.3. All notices or other communications provided for herein shall be given by first class certified or registered U.S. mail, return receipt requested, all required postage prepaid, if to a Partner, to the address of the Partner set forth on the signature pages to this Agreement, unless notice of a change of address is given to the Partnership, and if to the Partnership, to the principal office of the Partnership as set forth in Section 3 hereto, 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. All notices or other communications shall be deemed received when given, as aforesaid.

19.4. Each limited partner hereby makes, constitutes and appoints the general partners, and each of them, 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 and file with the Department the Initial Certificate of Limited Partnership of the Partnership admitting him as a limited partner to this Partnership in accordance with the laws of the State of Maryland or the laws of any other state in which such a certificate is required to be filed.

19.5. The power of attorney granted hereunder to the general partners is a special power of appointment coupled with an interest, is irrevocable, and shall (to the extent permitted by applicable law) survive the disability of the limited partner.

19.6. 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 thereof.

19.7. This Agreement sets forth all (and is intended by all parties hereto to be an integration of all) of the covenants, promises, agreements, 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 covenants, promises, agreements, warranties or representations, oral or written, express or implied, among them other than as set forth herein.

19.8. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provision of this

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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 that provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, 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.

It is the intention of the parties hereto that this Agreement shall be governed by and construed and enforced 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 Execution.

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 parties have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:



GENERAL PARTNER:

 (Seal)
Creston G. Tate

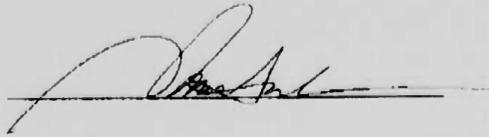
7419 Baltimore-Annapolis Blvd.
P. O. Box 1330
Glen Burnie, Maryland 21060

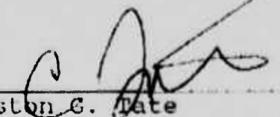
Initial Contribution: \$ 44,265.40

Percentage of Partnership
Interest: 5.0%

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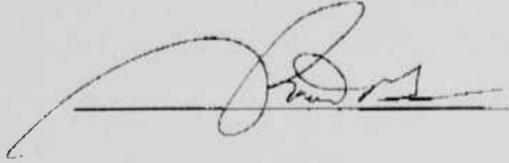
LIMITED PARTNERS:

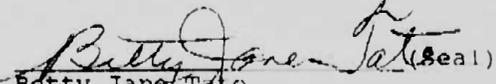


 (Seal)
Creston E. Tate

7419 Baltimore-Annapolis Blvd.
P. O. Box 1330
Glen Burnie, Maryland 21060

Initial Contribution: \$ 796,777.20
Percentage of Partnership
Interest: 90.0%



 (Seal)
Betty Jane Tate

7419 Baltimore-Annapolis Blvd.
P. O. Box 1330
Glen Burnie, Maryland 21060

Initial Contribution: \$ 44,265.40
Percentage of Partnership
Interest: 5.0%

jcp/tate:tate:c&a
5/15/92

After recording, please return to:

Atwood B. Tate
Lessans and Tate
7419 Baltimore-Annapolis Blvd.
P.O. Box 1330
Glen Burnie, Maryland 21060

3433 1003

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

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DOCUMENT CODE ast BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>50</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>23</u>	<u>1</u> Certified Copy <u>17P</u>	_____ Other Change _____
56	_____	Penalty	_____
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	Code _____
75	_____	Special Fee	ATTENTION: _____
80	<u>50</u>	For. Limited Partnership	MAIL TO ADDRESS: _____
83	_____	Cert. Limited Partnership	<u>Atwood Tate</u>
84	_____	Amendment to Limited Partnership	<u>PO Box 1330</u>
85	_____	Termination of Limited Partnership	<u>Glen Burnie md</u>
21	_____	Recordation Tax	<u>21060-3592</u>
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	_____ Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	_____ Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	Property Reports and _____ Personal late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
_____	_____	Other	_____
_____	_____	Other	_____

TOTAL FEES 123

Visa _____ Check _____ Cash _____

Documents on _____ check **MADE COPY**

APPROVED BY: [Signature]

NOTE: New Up
at Start file

CERTIFIED

CERTIFICATE OF LIMITED PARTNERSHIP
OF
TATE EASTON LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 18, 1992 AT 3:29 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

\$ _____

RECORDING
FEE PAID:

\$ 50.00

SPECIAL
FEE PAID:

\$ _____

M3434362

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.

RETURN TO:
ATWOOD B. TATE
P.O. BOX 1330
GLEN BURNIE

MD 21060 3592

227C3051966

A 390880



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

3433 0986

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WOLFTRAP RIDGE LIMITED PARTNERSHIP

5/28/92 10:37
RECEIVED

'92 MAY 28 AM 10:37

THIS CERTIFICATE OF LIMITED PARTNERSHIP (hereinafter referred to as this "Certificate") is made this 28th day of May, 1992, by a Maryland corporation, as the General Partner

ASSESSMENTS & TAXATION

EXPLANATORY STATEMENT

RWN Wolftrap, Inc., desiring to organize a limited partnership under and pursuant to the provisions of the Maryland Revised Uniform Limited Partnership Act (hereinafter referred to as the "Act"), hereby forms a limited partnership for the purposes and on the terms and conditions hereinafter set forth (the "Partnership"), and hereby certifies to the Maryland State Department of Assessments and Taxation as follows:

1. The name of the Partnership shall be "Wolftrap Ridge Limited Partnership."

2. The purposes for which the Partnership is formed are as follows: (a) to acquire, hold, own, improve, develop, lease, manage, subdivide and otherwise deal with the real property, and improvements thereon, to be acquired by the Partnership containing 6.02 acres, more or less, located in Fairfax County, Virginia (the "Property"), (b) to have and exercise all powers now or hereafter conferred by the laws of the State of Maryland on limited partnerships formed pursuant to the Act and (c) to do any and all things necessary convenient or incidental to the foregoing.

3. The address of the principal office of the Partnership is c/o Hearth & Home Distributors, Inc., 10305 Guilford Road, Annapolis Junction, Maryland 20701. The name and address of the resident agent of the Partnership are Steven M. Gevarter, Esquire, Levin & Gann, P.A., 2 Hopkins Plaza, 9th Floor, Baltimore, Maryland 21201.

4. The name and business address of the General Partner are: RWN Wolftrap, Inc.

5. The relations of the partners and the affairs of the Partnership shall be governed by the Act as well as a partnership agreement which may be amended from time to time as set forth therein.

6. The latest date upon which the Partnership shall be dissolved and its affairs wound up is December 31, 2017.

IN WITNESS WHEREOF, the General Partner acknowledges that this Certificate of Limited Partnership is its act, and further acknowledges, under penalties of perjury, to the best of its

gu

2140047-3221 1061

1992 AUG -7 AM 11:00



knowledge, information and belief, that the matters and facts set forth herein are true in all material respects, and that it has executed this Certificate of Limited Partnership under seal as of the day and year first above written.

WITNESS:

GENERAL PARTNER:

RWN WOLFTRAP, INC.

Janice D. Airey

By: [Signature] (SEAL)
Mark Levy, Vice-President

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 492

DOCUMENT CODE 054 BUSINESS CODE _____ COUNTY 52

_____ P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>79</u>	Expedited Fee	Name Change (New Name) _____
20		Organ. & Capitalization	
61		Rec. Fee (Arts. of Inc.)	
62		Rec. Fee (Amendment)	
63		Rec. Fee (Merger or Consolidation)	
64		Rec. Fee (Transfer)	_____ Change of Name
65		Rec. Fee (Dissolution)	_____ Change of Principal Office
66		Rec. Fee (Revival)	_____ Change of Resident Agent
52		Foreign Qualification	_____ Change of Resident Agent Address
50		Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51		Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>11</u>	<u>2</u> Certified Copy <u>4</u>	_____ Other Change _____
56		Penalty	
54		For. Supplemental Cert.	
53		Foreign Resolution	
73		Certificate of Conveyance	
76		Certificate of Merger/Transfer	
75		Special Fee	Code <u>040</u>
80		For. Limited Partnership	
83	<u>50</u>	Cert. Limited Partnership	ATTENTION: _____
84		Amendment to Limited Partnership	
85		Termination of Limited Partnership	
21		Recordation Tax	
22		State Transfer Tax	
23		Local Transfer Tax	
31	<u>7</u>	<u>2</u> Corp. Good Standing	# <u>65</u> <u>165342</u> <u>1527</u>
NA		Foreign Corp. Registration	MAIL TO ADDRESS: _____
87		Limited Part. Good Standing	
71		Financial	
600		_____ Personal	
		Property Reports and late filing penalties	
70		Change of P.O., R.A. or R.A.A.	
91		Amend/Cancellation, For. Limited Part.	
		Other	
		Other	

TOTAL FEES

147 Check _____ Cash

Documents on _____ checks

APPROVED BY: A

NOTE:

CERTIFIED COPY MADE 3

CERTIFICATE OF LIMITED PARTNERSHIP
OF
WOLFTRAP RIDGE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 28, 1992 AT 10:37 O'CLOCK A.M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M3438504

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.

RETURN TO:
LEVIN AND GANN, P.A.
900 MERCANTILE BANK-TRUST BLDG.
TWO HOPKINS PLAZA
BALTIMORE MD 21201

231C3052559

A 392724



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

3421-1060

5/22/92 3:00 p

CLOVERLEAF II LIMITED PARTNERSHIP
SECOND AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP

THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP is made this 13th day of May, 1992 by the undersigned party.

W I T N E S S E T H

WHEREAS, by Certificate and Limited Partnership Agreement ("Certificate and Agreement") dated March 24, 1986, which was recorded among the records of the Maryland State Department of Assessments and Taxation (the "SDAT") in Liber 2802, Folio 1753 on April 2, 1986, Cloverleaf II Limited Partnership (the "Partnership") was formed; and

WHEREAS, the Certificate and Agreement was amended and restated, (the "Amended and Restated Certificate") which Amended and Restated Certificate was filed with the SDAT on January 19, 1989; and

WHEREAS, Gary L. Attman assigned his 1% interest as a general partner in the Partnership to Leonard Attman on April 2, 1992; and

WHEREAS, the undersigned party, desiring to further amend and restate the Amended and Restated Certificate to reflect said assignment.

1. Name of Partnership. The name of the Partnership shall be:

CLOVERLEAF II LIMITED PARTNERSHIP

2. Principal Office and Resident Agent. The post office address of the place at which the principal office of the Partnership in the State of Maryland shall be located at 7779 New York Lane, Glen Burnie, Maryland 21061. The name and address of the Resident Agent of the Partnership in the State of Maryland are Continental Cloverleaf Associates, Inc., 17 West Pennsylvania Avenue, Towson, Maryland 21204.

3. General Partner. The name and business address of the General Partners of the Partnership are as follows:

- (a) Leonard J. Attman
7779 New York Lane
Glen Burnie, Maryland 21061
- (b) Continental Cloverleaf Associates, Inc.
17 West Pennsylvania Avenue
Towson, Maryland 21204

1992 AUG 10 PM 3:40

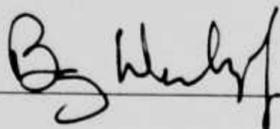
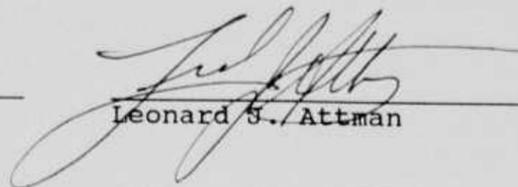
21478225
21478225

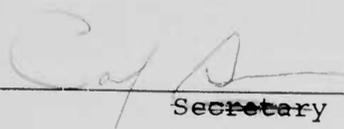
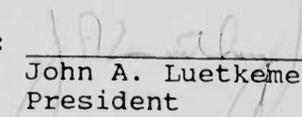
4. Dissolution. The latest date upon which the Partnership is to dissolve shall be December 31, 2034.

5. Definition. Throughout this Amended and Restated Certificate of Limited Partnership, 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.

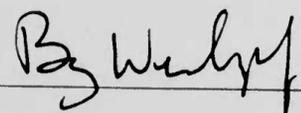
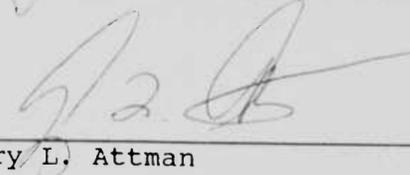
IN WITNESS WHEREOF, this Second Amended and Restated Certificate of Limited Partnership has been executed by the General Partners of the Partnership as of the date and year first above written.

WITNESS/ATTEST:



 Leonard S. Attman (SEAL)
 CONTINENTAL CLOVERLEAF
 ASSOCIATES, INC.


 Secretary
 By:  (SEAL)
 John A. Luetkemeyer, Jr.
 President

WITHDRAWING GENERAL PARTNER:



 Gary L. Attman (SEAL)

C42472.530 S:4

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

BOOK

14 PAGE 496

DOCUMENT CODE 200 BUSINESS CODE _____ COUNTY 52

M2108363 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock _____

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>50</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	_____
61	_____	Rec. Fee (Arts. of Inc.)	_____
62	_____	Rec. Fee (Amendment)	_____
63	_____	Rec. Fee (Merger or Consolidation)	_____
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	<input checked="" type="checkbox"/> Change of Principal Office
66	_____	Rec. Fee (Revival)	<input checked="" type="checkbox"/> Change of Resident Agent
52	_____	Foreign Qualification	<input checked="" type="checkbox"/> Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	<u>8</u>	<u>1</u> Certified Copy <u>2</u> Penalty	<input checked="" type="checkbox"/> Other Change <u>C.P. Withdrawal</u>
54	_____	For. Supplemental Cert.	_____
53	_____	Foreign Resolution	_____
73	_____	Certificate of Conveyance	_____
76	_____	Certificate of Merger/Transfer	_____
75	_____	Special Fee	Code <u>067</u>
80	_____	For. Limited Partnership	ATTENTION: <u>Lechie Perry</u>
83	_____	Cert. Limited Partnership	_____
84	<u>50</u>	Amendment to Limited Partnership	MAIL TO ADDRESS: _____
85	_____	Termination of Limited Partnership	_____
21	_____	Recordation Tax	_____
22	_____	State Transfer Tax	_____
23	_____	Local Transfer Tax	_____
31	_____	Corp. Good Standing	_____
NA	_____	Foreign Corp. Registration	_____
87	_____	Limited Part. Good Standing	_____
71	_____	Financial	_____
600	_____	_____ Personal	_____
	_____	Property Reports and late filing penalties	_____
70	_____	Change of P.O., R.A. or R.A.A.	_____
91	_____	Amend/Cancellation, For. Limited Part.	_____
	_____	Other	_____
	_____	Other	_____

TOTAL FEES 108
 Check _____ Cash

1 Documents on 2 checks

APPROVED BY: Hw

NOTE: CERTIFIED COPY MADE
5430 1974

CERTIFICATE OF AMENDMENT
OF
CLOVERLEAF II LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 22, 1992 AT 3:00 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 50.00

\$ _____

M2108363

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.

RETURN TO:
WHITEFORD, TAYLOR & PRESTON
ATTN: LEALIE PERRY
1400 SIGNET TOWER
7 SAINT PAUL STREET
BALTIMORE MD 21202

229C3052287

A 392484



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3420 1991

SEMMEs, BOWEN & SEMMEs

ATTORNEYS AT LAW
250 WEST PRATT STREET
BALTIMORE, MARYLAND 21201
TELEPHONE 301-539-5040

BOOK 14 PAGE 198

FACSIMILE 301-539-5223
CABLE TREV LAC
TELEX 87-478

SUITE 500
1025 CONNECTICUT AVE. N.W.
WASHINGTON, D. C. 20036
TELEPHONE 202-822-8250
FACSIMILE 202-822-8258

GEOFFREY S. MITCHELL

DIRECT DIAL
301 576 4731

May 20, 1992

Mr. Allan J. Berman
President
The New Life Group, Inc.
6600 Heritage Hill Road
Glen Burnie, Maryland 21061

05-20-92 at 12:40

RE: Resignation as Resident Agent

Dear Mr. Berman:

In your capacity as President of The New Life Group, Inc.,
General Partner of Village of Pawnee Limited Partnership, please
be advised that I hereby resign as the resident agent of Village
of Pawnee Limited Partnership, effective immediately.

Sincerely yours,

Geoffrey S. Mitchell

Geoffrey S. Mitchell

GSM:jcb

cc: Mr. William B. Sawers, Jr.

1992 AUG 12 AM 10:34

21428083

50

3419 2335

STATE OF MARYLAND

WILLIAM DONALD SCHAEFER
Governor

LLOYD W. JONES
Director

PAUL B. ANDERSON
Administrator



Department of Assessments and Taxation
CHARTER DIVISION

Room 809
301 West Preston Street
Baltimore, Maryland 21201

DOCUMENT CODE 20 gm BUSINESS CODE _____ COUNTY 52
M/1820323 P.A. _____ Religious _____ Close _____ Stock _____ Nonstock

Merging (Transferor) _____ Surviving (Transferee) _____

CODE	AMOUNT	FEE REMITTED	
10	<u>30</u>	Expedited Fee	Name Change (New Name) _____
20	_____	Organ. & Capitalization	
61	_____	Rec. Fee (Arts. of Inc.)	
62	_____	Rec. Fee (Amendment)	
63	_____	Rec. Fee (Merger or Consolidation)	
64	_____	Rec. Fee (Transfer)	_____ Change of Name
65	_____	Rec. Fee (Dissolution)	_____ Change of Principal Office
66	_____	Rec. Fee (Revival)	_____ Change of Resident Agent
52	_____	Foreign Qualification	_____ Change of Resident Agent Address
50	_____	Cert. of Qual. or Reg.	_____ Resignation of Resident Agent
51	_____	Foreign Name Registration	_____ Designation of Resident Agent and Resident Agent's Address
13	_____	_____ Certified Copy _____	_____ Other Change _____
56	_____	Penalty	
54	_____	For. Supplemental Cert.	
53	_____	Foreign Resolution	
73	_____	Certificate of Conveyance	
76	_____	Certificate of Merger/Transfer	
75	_____	Special Fee	Code <u>054</u>
80	_____	For. Limited Partnership	ATTENTION: <u>S. Phillips</u>
83	_____	Cert. Limited Partnership	
84	_____	Amendment to Limited Partnership	
85	_____	Termination of Limited Partnership	
21	_____	Recordation Tax	
22	_____	State Transfer Tax	
23	_____	Local Transfer Tax	
31	_____	_____ Corp. Good Standing	MAIL TO ADDRESS: _____
NA	_____	Foreign Corp. Registration	
87	_____	_____ Limited Part. Good Standing	
71	_____	Financial	
600	_____	_____ Personal	
		Property Reports and late filing penalties	
70	<u>10</u>	Change of P.O., R.A. or R.A.A.	
91	_____	Amend/Cancellation, For. Limited Part.	
	_____	Other _____	
	_____	Other _____	

TOTAL FEES 40

Check Cash

NOTE:

Documents on _____ checks

APPROVED BY: JMT

3419 8336

RESIGNATION OF RESIDENT AGENT
OF
VILLAGE OF PAWNEE LIMITED PARTNERSHIP

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
OF MARYLAND MAY 20, 1992 AT 12:40 O'CLOCK P. M. AS IN CONFORMITY
WITH LAW AND ORDERED RECORDED.

ORGANIZATION AND
CAPITALIZATION FEE PAID:

RECORDING
FEE PAID:

SPECIAL
FEE PAID:

\$ _____

\$ 10.00

\$ _____

M1820323

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.

RETURN TO:
SEMME, BOWEN & SEMME
ATTN: S. PHILLIPS
250 WEST PRATT STREET
BALTIMORE MD 21201

227C3052022

A 390926



RECORDED IN THE RECORDS OF THE
STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION OF MARYLAND IN LIBER. FOLIO. 3419 2734

**END
LIBER**

MICRO-9