



**State of Rhode Island and Providence Plantations
Office of the Secretary of State**

Fee: \$50.00

Division Of Business Services
148 W. River Street
Providence RI 02904-2615
(401) 222-3040

**Limited Partnership
Certificate of Amendment to Certificate of Limited Partnership**

(Section 7-13-9 of the General Laws of Rhode Island, 1956, as amended)

ARTICLE I

The name of the limited partnership is SQUANTUM ASSOCIATES LIMITED PARTNERSHIP

If the partnership's name is changing, state the new name: SQUANTUM ASSOCIATES LIMITED PARTNERSHIP

ARTICLE II

The date of filing of the Certificate of Limited Partnership is 5/29/1991

ARTICLE III

The Certificate of Limited Partnership (as previously amended on 7/9/2010) is amended as follows, including, if applicable, a change made in Article I:

Location of its principal office:

No. and Street: 947 VETERANS MEMORIAL PARKWAY

City or Town: RIVERSIDE

State: RI Zip: 02915 Country: USA

If the mailing address of the limited partnership is changing, so state:

No. and Street: 947 VETERANS MEMORIAL PARKWAY

City or Town: RIVERSIDE

State: RI Zip: 02915 Country: USA

If there is a change in the general partners of the limited partnership, modify the following section:

Title	Individual Name First, Middle, Last, Suffix	Address Address, City or Town, State, Zip Code, Country
PARTNER	GAZEBO ASSOCIATES II, LLC	947 VETERANS MEMORIAL PARKWAY RIVERSIDE, RI 02915 USA

If there are any other provisions to be amended, so state:

ADDITIONAL PROVISIONS NOT INCONSISTENT WITH LAW SET FORTH IN THIS AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP:

I. A GENERAL PARTNER OF THE LIMITED PARTNERSHIP SHALL NOT BE PERSONALLY LIABLE TO THE LIMITED PARTNERSHIP OR TO ITS LIMITED PARTNERS FOR MONETARY DAMAGES FOR BREACH OF ANY DUTY PROVIDED FOR IN CHAPTER 7.13 OF THE RHODE ISLAND GENERAL LAWS, AS MAY HEREAFTER BE AMENDED (THE

“LIMITED PARTNERSHIP ACT”), EXCEPT FOR (I) LIABILITY FOR BREACH OF THE GENERAL PARTNER’S DUTY OF LOYALTY TO THE LIMITED PARTNERSHIP OR ITS LIMITED PARTNERS, (II) LIABILITY FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) LIABILITY IMPOSED PURSUANT TO THE PROVISIONS OF SECTION 37 OF THE LIMITED PARTNERSHIP ACT, OR (IV) LIABILITY FOR ANY TRANSACTION FROM WHICH THE GENERAL PARTNER DERIVED AN IMPROPER PERSONAL BENEFIT, UNLESS SAID TRANSACTION WAS WITH THE INFORMED CONSENT OF THE MEMBERS OR A MAJORITY OF THE DISINTERESTED GENERAL PARTNERS.

II. (A) THE MEMBERS OF THE LIMITED PARTNERSHIP MAY INCLUDE PROVISIONS IN THE LIMITED PARTNERSHIP’S AGREEMENT OF LIMITED PARTNERSHIP, OR THE GENERAL PARTNERS MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH LIMITED PARTNER, GENERAL PARTNER, AGENT OR EMPLOYEE, PAST OR PRESENT, OF THE LIMITED LIABILITY COMPANY (AN “INDEMNIFIED PERSON”), FOR THE PURPOSE OF INDEMNIFYING AN INDEMNIFIED PERSON IN THE MANNER AND TO THE EXTENT PERMITTED BY THE LIMITED PARTNERSHIP ACT.

(B) IN ADDITION TO THE AUTHORITY CONFERRED UPON THE LIMITED PARTNERS AND GENERAL PARTNERS OF THE LIMITED PARTNERSHIP BY THE FOREGOING PARAGRAPH (A), THE MEMBERS OF THE LIMITED PARTNERSHIP MAY INCLUDE PROVISIONS IN THE LIMITED PARTNERSHIP AGREEMENT, OR THE GENERAL PARTNERS MAY AUTHORIZE AGREEMENTS TO BE ENTERED INTO WITH EACH INDEMNIFIED PERSON, FOR THE PURPOSE OF INDEMNIFYING SUCH PERSON IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN:

(I) THE LIMITED PARTNERSHIP AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE THAT THE LIMITED PARTNERSHIP SHALL, SUBJECT TO THE PROVISIONS OF THIS ARTICLE SIXTH II (B), PAY, ON BEHALF OF AN INDEMNIFIED PERSON ANY LOSS OR EXPENSES ARISING FROM ANY CLAIM OR CLAIMS WHICH ARE MADE AGAINST THE INDEMNIFIED PERSON (WHETHER INDIVIDUALLY OR JOINTLY WITH OTHER INDEMNIFIED PERSONS) BY REASON OF ANY COVERED ACT OF THE INDEMNIFIED PERSON.

(II) FOR THE PURPOSES OF THIS ARTICLE SIXTH, WHEN USED HEREIN:

(1) “GENERAL PARTNER(S)” MEANS ANY OR ALL OF THE GENERAL PARTNERS OF THE LIMITED PARTNERSHIP OR THOSE ONE OR MORE LIMITED PARTNERS OR OTHER PERSONS WHO ARE EXERCISING ANY POWERS NORMALLY VESTED IN THE GENERAL PARTNERS;

(2) “LOSS” MEANS ANY AMOUNT WHICH AN INDEMNIFIED PERSON IS LEGALLY OBLIGATED TO PAY FOR ANY CLAIM FOR COVERED ACTS AND SHALL INCLUDE, WITHOUT BEING LIMITED TO, DAMAGES, SETTLEMENTS, FINES, PENALTIES OR, WITH RESPECT TO EMPLOYEE BENEFITS PLANS, EXCISE TAXES;

(3) “EXPENSES” MEANS ANY EXPENSES INCURRED IN CONNECTION WITH THE DEFENSE AGAINST ANY CLAIM FOR COVERED ACTS, INCLUDING, WITHOUT BEING LIMITED TO, LEGAL, ACCOUNTING OR INVESTIGATIVE FEES AND EXPENSES OR BONDS NECESSARY TO PURSUE AN APPEAL OF AN ADVERSE JUDGMENT; AND

(4) “COVERED ACT” MEANS ANY ACT OR OMISSION BY THE INDEMNIFIED PERSON IN THE INDEMNIFIED PERSON’S OFFICIAL CAPACITY WITH THE LIMITED PARTNERSHIP AND WHILE SERVING AS SUCH OR WHILE SERVING AT THE REQUEST OF THE LIMITED

PARTNERSHIP AS A MEMBER OF THE GOVERNING BODY, GENERAL PARTNER, OFFICER, EMPLOYEE OR AGENT OF ANOTHER LIMITED PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, JOINT VENTURE, TRUST, OTHER ENTITY OR ENTERPRISE, INCLUDING, BUT NOT LIMITED TO ANY ENTITIES AND ENTERPRISES WHICH ARE SUBSIDIARIES OR AFFILIATES OF THE LIMITED PARTNERSHIP, OR EMPLOYEE BENEFIT PLAN.

(III) THE LIMITED PARTNERSHIP AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY COVER LOSS OR EXPENSES ARISING FROM ANY CLAIMS MADE AGAINST A RETIRED INDEMNIFIED PERSON, THE ESTATE, HEIRS OR LEGAL REPRESENTATIVE OF A DECEASED INDEMNIFIED PERSON OR THE LEGAL REPRESENTATIVE OF AN INCOMPETENT, INSOLVENT OR BANKRUPT INDEMNIFIED PERSON, WHERE THE INDEMNIFIED PERSON WAS AN INDEMNIFIED PERSON AT THE TIME THE COVERED ACT UPON WHICH SUCH CLAIMS ARE BASED OCCURRED.

(IV) ANY LIMITED PARTNERSHIP AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY PROVIDE FOR THE ADVANCEMENT OF EXPENSES TO AN INDEMNIFIED PERSON PRIOR TO THE FINAL DISPOSITION OF ANY ACTION, SUIT OR PROCEEDING, OR ANY APPEAL THEREFROM, INVOLVING SUCH INDEMNIFIED PERSON AND BASED ON THE ALLEGED COMMISSION BY SUCH INDEMNIFIED PERSON OF A COVERED ACT, SUBJECT TO AN UNDERTAKING BY OR ON BEHALF OF SUCH INDEMNIFIED PERSON TO REPAY THE SAME TO THE LIMITED PARTNERSHIP IF THE COVERED ACT INVOLVES A CLAIM FOR WHICH INDEMNIFICATION IS NOT PERMITTED UNDER CLAUSE (V), BELOW, AND THE FINAL DISPOSITION OF SUCH ACTION, SUIT, PROCEEDING OR APPEAL RESULTS IN AN ADJUDICATION ADVERSE TO SUCH INDEMNIFIED PERSON.

(V) THE LIMITED PARTNERSHIP AGREEMENT PROVISIONS OR AGREEMENTS AUTHORIZED HEREBY MAY NOT INDEMNIFY AN INDEMNIFIED PERSON FROM AND AGAINST ANY LOSS, AND THE LIMITED PARTNERSHIP SHALL NOT REIMBURSE FOR ANY EXPENSES, IN CONNECTION WITH ANY CLAIM OR CLAIMS MADE AGAINST AN INDEMNIFIED PERSON WHICH THE LIMITED PARTNERSHIP HAS DETERMINED TO HAVE RESULTED FROM: (1) ANY BREACH OF THE INDEMNIFIED PERSON'S DUTY OF LOYALTY TO THE LIMITED PARTNERSHIP OR ITS LIMITED PARTNERS; (2) ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW; (3) ACTION CONTRAVENING THE LIMITED PARTNERSHIP ACT; OR (4) A TRANSACTION FROM WHICH THE PERSON SEEKING INDEMNIFICATION DERIVED AN IMPROPER PERSONAL BENEFIT.

III. (A) NO LIMITED PARTNER SHALL HAVE THE POWER TO BIND THE LIMITED PARTNERSHIP TO ANY CONTRACT WITH A THIRD PARTY UNLESS SUCH CONTRACT HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY THE GENERAL PARTNER OR AS OTHERWISE PROVIDED IN THE PROVISIONS OF THE LIMITED PARTNERSHIP AGREEMENT.

(B) IF THERE IS MORE THAN ONE GENERAL PARTNER, NO SINGLE GENERAL PARTNER ACTING ALONE SHALL HAVE THE POWER TO BIND THE LIMITED PARTNERSHIP TO ANY CONTRACT WITH A THIRD PARTY UNLESS SUCH CONTRACT HAS BEEN SPECIFICALLY OR GENERALLY APPROVED BY THE GENERAL PARTNERS ACTING COLLECTIVELY OR AS OTHERWISE PROVIDED IN THE PROVISIONS OF THE LIMITED PARTNERSHIP AGREEMENT.

This Certificate of Amendment is signed by at least one general partner and, if applicable, by each other general partner designated herein as a new general partner.

Signed this 5 Day of January, 2015 at 4:44:04 PM by the general partner(s). *This electronic signature of the individual or individuals signing this instrument constitutes the affirmation or acknowledgement of the signatory, under penalties of perjury, that this instrument is that individual's act and deed or the act and deed of the partnership, and that the facts stated herein are true, as of the date of the electronic filing, in compliance with R.I. Gen. Laws § 7-13.*

SQUANTUM ASSOCIATES LIMITED PARTNERSHIP

Name of Limited Partnership

By GAZEBO ASSOCIATES II, LLC, GENERAL PARTNER

By BRIAN SADLER, MANAGER

Form No. 301
Revised 09/07

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