

AGREEMENT AND  
**CERTIFICATE**

(LIMITED PARTNERSHIP)

Know all Men by These Presents, That we, MDC Partners, a Rhode Island limited partnership and Marathon Development Corporation, a Rhode Island corporation

desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 7-13 of the General Laws of Rhode Island, do solemnly swear that:

FIRST. The name of the partnership shall be SIMMONS BUILDING ASSOCIATES

SECOND. The character of the business conducted by the partnership shall be investments in real estate properties.

THIRD. The principal place of business of the partnership shall be located at Third Floor, Two Davol Square, P.O. Box 1638, Providence, RI 02901  
(No. Street, City or Town, State.)

FOURTH.	General Partners	Residence <small>(No. Street, City or Town, State.)</small>
MDC Partners	Third Floor, Two Davol Square, P.O. Box 1638, Providence, RI 02901	

Limited Partners	Residence <small>(No. Street, City or Town, State.)</small>
Marathon Development Corporation	Third Floor, Two Davol Square, P.O. Box 1638, Providence, RI 02901

are the names and places of residence of all members of the partnership, both general and limited, as respectively designated.

FIFTH. The term of existence of the partnership shall be from the date hereof to December 31, 2050.

SIXTH. The following items listed immediately below shall be the contribution of each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value
Marathon Development Corporation	\$100.00	-0-	-0-

SEVENTH. The items listed immediately below shall be the additional contributions, agreed to be made by each limited partner.

Name of Limited Partner	Cash	Property other than Cash	Value
Marathon Development Corporation		No additional commitments for capital contributions	

and the times at which or the events on the happening of which said contributions shall be made shall be

not applicable

EIGHTH. The contribution of each limited partner shall be returned upon dissolution of the partnership or at such earlier date as shall be determined by the General Partner.

NINTH. Each limited partner shall, by reason of his contribution, receive an interest in the profits, losses and distributions of the partnership in the ratio of its capital contribution to the total capital contribution of all partners.

TENTH. Each or any limited partner shall have the right to substitute an assignee as contributor in his place, subject to the following terms and conditions: only upon the prior written consent of the General Partner.

ELEVENTH. The partners shall have the right to admit additional limited partners.

TWELFTH. No limited partner, shall have the right to priority over the other limited partners as to contributions or as to compensation by way of income, and the nature of such priority shall be

THIRTEENTH. Upon the death, retirement or insanity of a general partner, the remaining general partner or partners shall have the right to continue the business.

FOURTEENTH. Any limited partner shall not have the right to demand and receive property other than cash in return for his contribution.

In Testimony Whereof, We have hereunto set our hands and stated our residences this 15th day of July A. D. 1983 . .

Name	Residence (No. Street, City or Town, State.)
MDC Partners	Third Floor, Two Davol Square,
By <u>E. Paul Iacono</u> General Partner	P.O. Box 1638, Providence, RI 02901
Marathon Development Corporation	Third Floor, Two Davol Square,
By <u>E. Paul Iacono</u> Senior Vice President	P.O. Box 1638, Providence, RI 02901

State of Rhode Island, }  
County of Providence } In the City of Providence

in said county, this 15th day of July, A. D. 19 83 ,  
then personally appeared before me E. Paul Iacono in his capacity as  
General Partner of MDC Partners and as Senior Vice President of  
Marathon Development Corporation

✓  
LIMITED PARTNERSHIP

CERTIFICATE  
OF

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FILED IN THE OFFICE OF THE  
SECRETARY OF STATE

JUL 15 1983

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*Law*