

48213

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATION

CERTIFICATE

(Limited Partnership)

KNOW ALL MEN BY THESE PRESENTS, that we IRVING LEVY, as General Partner, and IRVING LEVY, GEOFFREY W. LEVY, ALYSSA B. LEVY, MARY JANE LEVY, BARBARA B. LEVY and DEVELCO, INC., a Nevada corporation, as Limited Partners, 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 Lincoln Center Mall Development Company.

SECOND. The character of the business conducted by the partnership shall be to acquire the ownership of part or all of the real property between Washington Highway, Albion Road, Southwest Connector and Old Louisquisset Pike in Lincoln, Rhode Island; to finance and construct income-producing facilities thereon, including, but not limited to, a shopping center (such real estate and improvements herein called the Property); to make such additional improvements and provide such furnishings as may be appropriate; to manage and operate the Property; to enter into all contracts and do all things contemplated herein in connection with the acquisition of the Property, the construction of improvements thereon, the financing, refinancing, leasing, management and operation thereof; and to carry on any other activities

necessary or incidental to the foregoing purposes. The partnership shall not engage in any other business or activity.

THIRD. The principal place of the business of the partnership shall be located at 131 State Street, Boston, Massachusetts, or at such other place as the General Partner may from time to time determine on prior notice to the Limited Partner.

FOURTH.

General Partner

Irving Levy

Residence

1181 Commonwealth Avenue  
Newton, Massachusetts

Limited Partners

Irving Levy

1181 Commonwealth Avenue  
Newton, Massachusetts

Geoffrey W. Levy

130 Bowdoin Street  
Boston, Massachusetts

Alyssa B. Levy

1181 Commonwealth Avenue  
Newton, Massachusetts

Mary Jane Levy

1181 Commonwealth Avenue  
Newton, Massachusetts

Barbara B. Levy

1181 Commonwealth Avenue  
Newton, Massachusetts

Develco, Inc.

One Depot Square  
Woonsocket, Rhode Island

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

FIFTH. The term of existence of the partnership shall be from the date of the filing for record of this certificate in the office of the Secretary of State of the State of Rhode Island until the first to occur of any of the following events:

(a) By mutual consent of the General Partner and the Limited Partners; (b) Upon the sale of substantially all of the partnership property; (c) December 31, 2022; (d) Unless within six months of the date of death or incapacity of Irving Levy, unless Geoffrey W. Levy shall become the General Partner, or within six months of the date of death or incapacity of Geoffrey W. Levy if he shall be the General Partner, all of the remaining Partners arrange for one or more persons (who may or may not include any one or more of the Limited Partners) to become a substitute General Partner or General Partners of the partnership in place of the General Partner, and enter into an appropriate amendment to the Partnership Agreement; or (e) By operation of law.

SIXTH. The following items listed immediately below shall be the contribution of each Limited Partner

<u>Name of Limited Partner</u>	<u>Cash</u>	<u>Property Other Than Cash</u>
Irving Levy	\$125.00	None
Geoffrey W. Levy	50.00	None
Alyssa B. Levy	50.00	None
Mary Jane Levy	50.00	None
Barbara B. Levy	175.00	None
Develco, Inc.	<u>500.00</u>	None
TOTAL	<u>\$950.00</u>	

SEVENTH. The additional contribution agreed to be made by each Limited Partner and the times at which or events on the happening of which they shall be made are as follows: None.

EIGHTH. The contribution of each Limited Partner shall be returned to the extent that funds are available for such purpose after payment of all debts of the partnership upon the termination and liquidation of the partnership. The Limited Partners shall also be entitled to receive a pro rata share of the net cash proceeds resulting from the refinancing of any mortgage on or the sale, exchange, condemnation, eminent domain taking, casualty, loss or other disposition of a substantial part or all of the partnership real estate or from the liquidation of the property, which are deemed available by the General Partner for distribution.

NINTH. Each Limited Partner shall, by reason of his contribution, receive a share of the net income of the partnership, to the extent that the same is deemed available for distribution by the General Partner, in proportion to the amount of his initial contribution to the capital of the partnership.

TENTH. A Limited Partner shall not have the right to substitute an assignee as contributor in his place except that a limited partner may assign all or part of his interest, but the assignor shall have no right to designate an assignee as a substituted Limited Partner prior to commencement of operation of the shopping center to be constructed by the partnership. In the event that a Limited Partner desires to assign or otherwise transfer any part or all of his interest to any person who is not then a Partner, he must first give 30 days' written notice to the Partners, such notice to set forth the terms on which the

Limited Partner desires to transfer such interest. Upon receipt of such notice the Partners shall have the right for a period of 30 days to purchase such interest of the Limited Partner upon such terms. If more than one Partner shall desire to purchase said interest, the sale shall be made to them in proportion to their interests in the Partnership capital. If the Partners fail to exercise this right of first refusal within the prescribed 30 day period, the Limited Partner shall have the right to sell such interest according to the proposed terms; but this right shall expire if the Limited Partner does not transfer such interest within 90 days after the end of the Partner's first refusal period. The foregoing provisions shall not apply to a transfer by will or pursuant to any intestacy laws, or to a transfer to a spouse or child of any of the original individual Limited Partners.

ELEVENTH. The partners shall not have the right to admit additional Limited Partners except as provided in paragraph TENTH hereof.

TWELFTH. No Limited Partner shall have the right to priority over the other Limited Partners as to contribution or as to compensation by way of income.

THIRTEENTH. In the event of the death or incapacity of Irving Levy, Geoffrey W. Levy shall become the General Partner unless he shall decline or be unable to serve as such. If Geoffrey W. Levy shall decline or be unable to serve, or upon his death at a time when he is the General Partner, this Partnership shall be dissolved. Within six months of the date of death

or incapacity of Geoffrey W. Levy if he shall be the General Partner, all of the remaining Partners may arrange for one or more persons (who may or may not include any one or more of the Limited Partners) to become a substitute General Partner or General Partners of the partnership in place of the General Partner. In such event the Partnership shall not be considered to have been terminated by such death or incapacity and an appropriate amendment to the Partnership Agreement shall thereupon be entered into. In the event that such an amendment has not been entered into within six months after such date, then the business of the Partnership shall be wound up and terminated.

FOURTEENTH. No Limited Partner shall have the right to demand and receive property other than cash in return for his contribution.

IN TESTIMONY WHEREOF, we have hereto set our hands and stated our residences this 3<sup>d</sup> day of October, 1972.

<u>Name</u>	<u>Residence</u>
<u><i>Irving Levy</i></u> Irving Levy	<u>1181 Commonwealth Ave.</u> <u>West Newton, Mass.</u>
<u><i>Geoffrey W. Levy</i></u> Geoffrey W. Levy	<u>130 Bowdoin Street</u> <u>Boston, Massachusetts</u>
<u><i>Alyssa B. Levy</i></u> Alyssa B. Levy	<u>1181 Commonwealth Ave</u> <u>West Newton, Mass</u>
<u><i>Mary Jane Levy</i></u> Mary Jane Levy	<u>1181 Commonwealth Ave</u> <u>West Newton, Mass</u>

Barbara B. Levy  
Barbara B. Levy

Barbara B. Levy  
1181 Commonwealth Avenue  
West Newbury, Massachusetts  
02165

DEVELCO, INC.

By William S. Degan, Pres.

ONE DEPOT SQUARE  
WOONSOCKET, R.I. 02895

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

In Boston, on the third day of October, A.D. 1972, before me personally appeared Irving Levy, Geoffrey W. Levy, Alyssa B. Levy, Mary Jane Levy and Barbara B. Levy, to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed.

Philip D. Stevenson  
Notary Public

My Commission Expires:  
PHILIP D. STEVENSON, Notary Public  
My Commission Expires June 18, 1976

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In WOONSOCKET, on the 4<sup>th</sup> day of OCTOBER, A.D. 1972, before me personally appeared William S. Degan, President of Develco, Inc. to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said

instrument, by him executed, to be his free act and deed and the  
free act and deed of Develco, Inc.

Charles S. Scholoff  
Notary Public

My Commission Expires: 6/30/76

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*James*  
OCT 4 1972