

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

C E R T I F I C A T E

KNOW ALL MEN BY THESE PRESENTS, That We,

W. A. H. Wells .	77 Williams Street, Providence, R.I.
Mrs. Charlotte White	758 Barrington Pky., E. Providence, RI
Mr. Fred Camara	41 Lancaster Street, Seekonk, Mass.
Miss Dorothy Nocente	40 Federal Street, Providence, R.I.
Miss Carmella Napolitano	15 Gesler Street, Providence, R.I.

desiring to form a limited partnership under and by virtue of the powers conferred by Chapter 429 of the General Laws of Rhode Island, as amended, do solemnly swear that:

FIRST: The name of the partnership shall be Le Marquis Jewelry Co.

SECOND: The character of the business conducted by the partnership shall be the creation, design, repair of jewelry or novelties or merchandise for the general public's consumption, metal or otherwise, in all construction, manner or form.

THIRD: The principal place of business of the partnership shall be located at 263 Aborn Street, Providence, R. I.

F O U R T H

GENERAL PARTNER

RESIDENCE

W. A. H. Wells	77 Williams Street, Providence, R.I.
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LIMITED PARTNERS

Mrs. Charlotte White	758 Barrington Pky, E. Providence, R.I.
Mr. Fred Camara	41 Lancaster Street, Seekonk, Mass.
Miss Dorothy Nocente	40 Federal Street, Providence, R.I.
Miss Carmella Napolitano	15 Gesler Street, Providence, R.I.

FIFTH: The term of existence of the partnership shall be from the date of the acknowledgment of the

signing hereinafter set out until terminated by notification through registered mail, by the general partner and at the will and discretion of said general partner or his executor; when and if said person or persons believe this partnership should be terminated, the same will so be done by the heretofore referred notice by registered mail with no time set for notice.

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>
Mrs. Charlotte White	\$10.00	Skilled supervision of other employees, and this is not considered services.
Mr. Fred Camara	\$10.00	Skilled supervision of other employees, and this is not considered services.
Miss Dorothy Nocente	\$10.00	Skilled supervision of other employees, and this is not considered services.
Miss Carmella Napolitano	\$10.00	Skilled supervision of other employees, and this is not considered services.

SEVENTH: There are no additional contributions now known to be contributed by each limited partner other than already set out.

EIGHTH: The contribution of each limited partner shall be returned to said limited partner at and when a demand in writing addressed to the general partner or general partners of this partnership by registered mail with 15 days notice for the return of the original contribution herein set out under above Paragraph Sixth, and said contribution will be received within a period of fifteen (15) days subsequent to the receipt of said

heretofore referred registered mail for the request of the return of said original contribution.

NINTH: Each limited partner shall, by reason of his contribution, receive a percentage of the net profits of the business conducted under this limited partnership, and said profit's division as to time of delivery to limited partners is to be decided by the general partner or partners who may give within his discretion a distribution of the profits over any given period, said period to be decided by the general partner or partners, and the distribution may be within his discretion as to any percentage of the profits, for it is the present intention of the general partner or partners to set aside on a monthly basis beginning as of the first business day of the year 194<sup>5</sup> a percentage of the net profits between 33 1/3 percent and 66 2/3 percent of said net profits. The percentage each limited partner is to receive is based upon the number of working hours each limited partner works for and in behalf of this partnership and each limited partner's percentage of the profit is based on each limited partner's individual earnings and percentage of the payroll during any certain specified or designated period.

It is further understood that if a loss in this business is sustained during any given period, more especially a one month period, that no profits will be distributed when they are made until the heretofore referred loss has become equalized, which means one month's loss must be taken from the next month's profit before any distribution of profits can be had, though it is definitely understood at no time will there be a request from, or an anticipation of any contribution in the losses by the limited partners. In brief, the limited partners will at no time

be called upon to contribute to make up any deficiency or any loss in the profits of this business, or in this business in its entirety.

TENTH: Each or any limited partner shall have the right to assign to the general partner or general partners his or her share under this limited partnership at such time as the same is desired by said limited partner, or an assignment may be made to the executor of administrator of the general partner or general partners. It is further understood that limited partners can not sell or assign their interests to each other or any outsider, or any other person whatsoever except as set out herein this partnership certificate.

ELEVENTH: The general partner or general partners shall have the right to admit additional limited partners at any and all times..

TWELFTH: It is further agreed and understood that this partnership may be dissolved and the certificate returned, and the contribution of each limited partner returned at such time it is believed proper to so do by the general partner or general partners or their executors or administrators.

THIRTEENTH: A limited partner has the right to demand and receive cash in return for his contribution equal to and not in excess of the amount of his contribution, which demand terminates said limited partner's interest in this limited partnership, concurrent with the demand.

FOURTEENTH: All limited partners hereby waive the right to have this partnership dissolved and its affairs wound up, or to petition the Superior Court or any Court

of this State or any other State, or the Federal Government for an appointment of a receiver, commissioner, arbitrator or any other officer of the Court, for such conduct will be regarded as a demand for the return of said petitioner's contribution and said demand automatically SEVERs, immediately upon such conduct, limited partner's participation in this partnership, and his signature hereinafter acknowledges this and confirms this, and said limited partner will be entitled to only the return of his original contribution and his percentage due and owing up to the time such petition is filed with any court.

FIFTEENTH: All limited partners hereinafter acknowledging this agreement by annexing their signatures hereto, hereby waive all right of the control and management of this partnership and agree that the same vest in the general partner or general partners, or their executors or administrators.

SIXTEENTH: It is further agreed and understood that the death of any limited partner or general partner or general partners in no way affects the existence of this partnership, and it is interpreted and understood that this partnership shall carry on regardless of the death or insanity or retirement of any of the members of this partnership.

SEVENTEENTH: It is further agreed and understood that the limited partners in this partnership only share in the percentage heretofore set out of the net profits and that the machinery, stock and equipment, good will and all other assets belong to the general partner or general partners as heretofore set out and that all limited partners, by

annexing their signature hereon, waive any claim to any other assets except their percentage of said net profits and their original contribution. This refers to all assets that may or may not be of value, that may be either legal or equitable titles, personal property, tangible or intangible property, mixed property or real property.

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

NINETEENTH: The articles and agreements herein set out may be amended by adding thereto or subtracting therefrom at any time within the discretion of the general partner or general partners and said limited partners hereby waive any objection to any amendment whatsoever, or any cancellation of any clause herein set out under this agreement or cited under the "Uniform Limited Partnership Act" and more especially, this authorizes the general partner or general partners, or their executors or administrators to prepare the cancellation form of the partnership or to, in their discretion, amend or dissolve this partnership as well as to amend the certificate as set out in Section 25 of Chapter 429.

Jan 2-1945 - is understood to be the date this partnership became operative.

IN TESTIMONY WHEREOF, We have hereunto set out hands and stated our residences this 12<sup>th</sup> day of December, 1944.

<u>NAME</u>	<u>RESIDENCE</u>
<u>W. A. H. Wells</u>	<u>77 Williams St. Prov. R.I.</u>
<u>Dorothy P. Nocente</u>	<u>40 Federal St. Prov.</u>
<u>Carmella Napolitano</u>	<u>15 Greer St. Prov.</u>
<u>Fred Camara</u>	<u>41 Lancaster St. Duckonk Mass</u>
<u>Charlotte White</u>	<u>758 Barrington Parkway Ea. Prov. R.I.</u>

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

12<sup>th</sup> In the City of Providence in said County, this day of December, 1944, then personally appeared before me W. A. H. Wells, Charlotte White, Fred Camara, Dorothy P. Nocente, Carmella Napolitano, each and all known to me and known by me to be the parties executing the foregoing instrument and they severally acknowledged said instrument by them subscribed to be their free act and deed.

George Q. Saxon  
JUSTICE OF THE PEACE

C E R T I F I C A T E

O F

LIMITED PARTNERSHIP

O F

LE MARQUIS JEWELRY CO.

DEPARTMENT OF STATE  
OFFICE OF  
SECRETARY OF STATE  
PROVIDENCE, R. I.

JAN 2 - 1948

LAW OFFICES OF

George A. Saxon  
734 Hospital Trust Bldg.  
Providence, Rhode Island