

State of Rhode Island and Providence Plantations

CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That we, the undersigned, 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 execute the following Certificate of Limited Partnership:

FIRST. The name of the partnership shall be JAMAL II ASSOCIATES, L.P.

SECOND. The character of the business conducted by the partnership shall be

to purchase and develop real estate.

THIRD. The address of the specified office of the partnership is 572 Elmwood Avenue

Providence, Rhode Island

(NO. STREET, CITY OR TOWN IN RHODE ISLAND)

and the name of the specified agent for service of process at such address is Robert W.

Lewis.

FOURTH. The names and residences of all members of the partnership, both general and limited, are as respectively designated. (Use Schedule A if space below is not sufficient.)

General Partners

Residence
(NO. STREET, CITY OR TOWN, STATE)

KHADIJA, INC.

572 Elmwood Avenue,

Providence, RI

Limited Partners

Residence
(NO. STREET, CITY OR TOWN, STATE)

Robert W. Lewis

32 Pond Street, Newport, RI 02840

Wali Bey

8 Pomponville Street, Pawtucket, RI 02861

Mujahid Masa Abdullah

174 Melrose Street, Providence, RI 02907

William D. Wyman

92 Forest Park Drive, North Kingstown, RI 02852

W.K.

EIGHTH. If agreed upon the time at which or the events on the happening of which a partner may terminate his/her/its membership in the limited partnership and the amount of, or the method of determining the distribution to which a partner may be entitled respecting his/her/its partnership interest, and the terms and conditions of the termination and distribution.....

Pursuant to Agreement dated October 6, 1988

NINTH. The right (if any) of a partner to receive distributions of property, including cash from the limited partnership.....

Pursuant to Agreement dated October 6, 1988

TENTH. The right (if any) of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contributions

Pursuant to Agreement dated October 6, 1988

ELEVENTH. The time (if any) at which or events (if any) upon the happening of which the limited partnership is to be dissolved and its affairs wound up.....upon the sale of the.....

real estate to be developed.

TWELFTH. The right (if any) of the remaining general partners to continue the business on the happening of an event of withdrawal of a general partner.....

Pursuant to Agreement dated October 6, 1988

THIRTEENTH. Other matters as the partners have determined to include herein

(Use Schedule A if space below is not sufficient.)

Pursuant to Agreement dated October 6, 1988

In Testimony Whereof, We have hereunto set our hands and stated our residences this

6th day of October A.D. 19 88

Name

Residence
(NO. STREET, CITY OR TOWN, STATE)

Walid Fay

8 Pommeroy St Pawtucket RI

Muyahid Musa Abdullah 174 Melrose St Pawtucket R.I.

William D. McNamee 92 Forest Park Dr, N. Kingstown, R.I.

Robert H. Lewis 32 Pond Ave Newport RI

2. 5 3 14 11 33
OCT 6 1988

JAMAL II ASSOCIATES L.P.

This Agreement made and entered into this 6th day of October, 1988, by and among Robert W. Lewis, Wali Bey, Mujahid Musa Abdullah, William D. Wyman, and KHADIJA, INC.

Whereas, the parties hereto desire to establish a limited partnership under the provisions of the R.I. General Laws, C. 7-13 (the RIGL) for the purposes and on the terms hereinafter set forth.

Now, therefore, in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. FORMATION. The parties hereto hereby form a limited partnership pursuant to the terms of the act for the limited purposes hereinafter set forth. Except as otherwise set forth in this agreement, the rights and obligations of the parties hereto, and the Limited Partnership operation, shall be governed by the RIGL.

2. NAME, PRINCIPAL OFFICE. The Limited Partnership shall operate under the name of JAMAL II ASSOCIATES L.P. (the "Limited Partnership") and shall have its principal place of business at 61 Potters Avenue, East Providence, Rhode Island, whose resident agent is Robert W. Lewis, 572 Elwood Avenue, Providence, Rhode Island. The Limited Partners shall execute all assumed and/or fictitious names certificates required by law to be filed in connection with the formation of the Partnership and shall cause such certificate or certificates to be filed and recorded with the appropriate

officials.

3. Purpose. The Limited Partnership shall be limited strictly to the purchase and development of the property (further described in Exhibit A attached hereto) and the construction, operation, leasing, sale and management of the building and improvements thereon; provided, however, if the Limited Partnership has not received a Certificate of Occupancy for the structure to be built on the property and listed it with a broker for sale within twelve (12) months of obtaining title, the prior owner shall receive \$10,000.00, satisfying Paragraph 8(b)(1) hereof, and the Agreement in all other respects shall be extended.

4. TERM. The term of the Limited Partnership shall commence on the date hereof and shall continue until the purposes are completed unless it is sooner dissolved pursuant to the happening of any of the following events.

a. The sale of substantially (more than ninety percent, 90%) all of the property of the partnership.

b. Upon the mutual consent of the parties hereto.

c. The insolvency, assignment for the benefit of creditors, voluntary petition, involuntary petition not dismissed within thirty (30) days, or adjudication in bankruptcy, appointment of a permanent receiver, or the attachment of the interest in the Limited Partnership of any one or the Partners, which attachment is not removed within thirty (30) days.

5. Limited Partners Capital Contributions. 1) The Limited Partners, their respective ownership interest in the Limited Partnership and their capital contributions are:

Robert W. Lewis	32%	\$32.00
Wali Bey	32%	\$32.00
Mujahid Musa Abdullah	32%	\$32.00
William D. Wyman	2.0%	\$2.00

2) The General Partner and its ownership interest and capital contribution is:

KHADIJA, INC.	2.0%	\$2.00
---------------	------	--------

No interest shall be paid on a partner's capital contribution, and no Partner shall have the right to withdraw any of his or its capital contribution from the Limited partnership except as provided in this agreement.

6. RECORDS. The Limited Partnership shall keep at its principal place of business the following:

(a) A current list of the full name and last known address of all partners separately identifying in alphabetical order, the general partners and limited partners.

(b) A copy of the Certificate of Limited Partners and all Certificates of Amendment thereto, together with executed copies of any powers of attorney pursuant to which any Certificate has been executed.

(c) Copies of the Limited Partnership's federal, state, and local income tax returns and reports, if any, for the three (3) most recent years.

(d) Copies of any then effective partnership agreements and of any financial statements of the Limited partnerships for the three (3) most recent years. Those records are

subject to inspection and copying at the reasonable request, and at the expense, of any partner during the ordinary business hours.

(e) Written records of the following:

(i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each partner and which each Partner has agreed to contribute.

(ii) The times at which events on the happening of which any additional contributions agreed to be made by each partner are to be made.

(iii) Any right of a partner to receive distribution, or of a general partner to make distributions to a partner, that include a return of all or any part of the partner's contribution.

(iv) Any events upon the happening of which the Limited partnership is to be dissolved and its affairs wound up.

7. INFORMATION. Each Limited Partner has the right to:

(a) Inspect and copy any of the limited partnership records required to be maintained in paragraph 6 of this agreement.

(b) May obtain from the General Partner from time to time upon reasonable demand (i) true and full information regarding the state of the business and financial condition of the limited partnership, (ii) promptly after becoming available, a copy of the limited partnership's federal,

state, and local income tax returns for each year, and (iii) other information regarding the affairs of the limited partnership as is just and reasonable.

8. DISTRIBUTION OF LIMITED PARTNERSHIP FUNDS.

(a) The term "Distributable Funds" as herein used shall mean that amount of cash owned by the limited partnership which is in excess of the (i) amount necessary to pay its debts and (ii) reasonable working capital requirements of the limited partnership on each Distribution Date. The "Distribution Date" as used herein shall be the date on which a house to be built on the land described in Schedule A is sold.

(b) Not later than (30) days following each Distribution Date, if the partners have determined that Distributable Funds shall be distributed as follows:

1. To pay the land purchase price of ten thousand and 00/100 (\$10,000.00) Dollars to the Seller less a commission of two thousand and 00/100 (\$2,000.00) Dollars due and payable to Buy Rite Real Estate upon the sale by Jamal II

2. To the payment of any and all costs of construction, real estate commissions, legal fees, and the repayment of advances, with accrued interest, made by the partners with all amounts being applied first to accrued interest and the balance to principal, and, if more than one such loan remains unpaid, with the amount to be repaid on each such loan to bear the same ratio or ratios as the ratio or ratios of the aggregate of the unpaid principal and

accrued interest of each such loan.

3. The balance, if any of the Distributable Funds remaining after the distributions made pursuant to the foregoing provisions shall be distributed to the partners as follows:

(a) Ten percent (10%) to William D. Wyman.

(b) One percent (1%) to KHADIJA, INC.

(c) The remaining balance to Robert W. Lewis, Wali Bey, and Mujahid Musa Abdullah in equal shares.

(d) Funds of the Limited Partnership shall be deposited in a Limited partnership account or accounts in the bank approved by the partners. No withdrawals from said account(s) shall be made except by persons authorized by the partners.

9. TERMINATION AND LIQUIDATION. Upon a termination of the limited partnership under the provisions of this agreement, the partners shall sell the assets of the limited partnership as quickly as possible and the proceeds shall be applied as follows:

(a) To the payment of all remaining debts and liabilities of the limited partnership other than those to the partners.

(b) To the establishment of any reserves which the partners deem necessary for any contingent, future or unforeseen liabilities of the limited partnership.

(c) The balance of the proceeds shall be applied in accordance with the terms of paragraph 8(b) hereof.

(d) A complete statement prepared by the limited partnership's accountant shall be forwarded to each partner within sixty (60) days of the completion of the liquidation reflecting the assets of the limited partnership and their distribution.

10. TRANSFER OF INTEREST. No partner shall have the right to assign, transfer, sell, pledge or otherwise encumber its interest in the limited partnership without the written consent of the other partners, and any attempt to so transfer or encumber its interest shall be void and ineffective.

11. NOTICE. All notices, requests or demands required, permitted or desired to be given pursuant to this agreement must be in writing, and shall be considered properly given and effective by depositing the same in the United States Postal Service mail, post paid, registered or certified, with return receipt requested addressed to the respective partner at the address shown above; provided, however, the stated response period shall not commence until receipt.

12. ARBITRATION. In each instance in which any partner desires that a dispute with another partner be submitted to arbitration as herein provided, such partner shall give written notice to its desire for arbitration to the other partners and shall submit the matter to arbitration under the then prevailing rules of the American Arbitration Association.

13. APPROVAL OF PARTNERS. Whenever under the terms of

this agreement the approval of the partners is required, or whenever one partner determines that a decision should have the approval of the partners, a written request for said approval shall be sent by the requesting partner under the provisions of paragraph 11.

The receiving partners shall have fifteen (15) days from the date of receipt in which to return a written objection under the provisions of paragraph 11, or said partners shall be deemed to have given their approval.

14. GENERAL PROVISIONS.

(a) If any provision of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This agreement and the obligations of the partners hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Rhode Island.

(b) Subject to the restrictions on transfers and encumbrances set forth herein, this agreement shall inure to the benefit of and be binding upon the undersigned partners and their respective successors and assigns. Whenever, in this instrument, a reference to any partner is made, such reference shall be deemed to include a reference to the successors and assigns of such partner. This agreement contains the entire understanding between the partners and

can only be changed, modified or amended by a document executed by all partners.

(c) No consent or waiver, express or implied, by any partner to or of any breach or default by the others in the performance by the others of their obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such partner hereunder. Failure on the part of any partner to complain or any act or failure to act of the other partner(s) or to declare the other partner(s) in default, irrespective of how long such failure continues, shall not constitute a waive by such partner of its rights hereunder.

(d) Each partner hereby represents and warrants to the others that there are no claims for brokerage or other commissions or finder's or other similar fees except as set forth in paragraph 8(b)1 above, in connection with the transactions covered by this agreement in so far as such claims shall be based on arrangements or agreements made by or on its behalf, and each partner hereby agrees to indemnify and hold harmless the others from and against all liabilities, costs, damages and expenses from any such claims. Provided, however, this paragraph shall not prohibit agreements by the limited partnership to pay brokerage fees or commissions in the future.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed.

Robert W. Lewis

Robert W. Lewis
32 Pond Street
Newport, RI 02840

Wali Bey

Wali Bey
8 Pommenville Street
Pawtucket, RI 02861

Mujahid Musa Abdullah

Mujahid Musa Abdullah
26 Halton Street
Providence, RI 02907

KHADIJA, INC. BY

Robert W. Lewis

572 Elmwood Avenue
Providence, RI

William D. Wyman

William D. Wyman
92 Forest Park Drive
North Kingstown, RI

Rec'd & Filed OCT 6 1988
1 MR 48