

State of Rhode Island and Providence Plantations

CERTIFICATE

(LIMITED PARTNERSHIP)

49581

Know all Men by These Presents, That we, Sheldon L. Gerber and Shirley G. Sadler

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 LONSDALE HOUSING ASSOCIATES

SECOND. The character of the business conducted by the partnership shall be the real estate development business together with all the business necessary or related thereto, including but not limited to, the ownership, financing, leasing, operation, management, development, improvement, sale or transfer of real property.

THIRD. The principal place of business of the partnership shall be located at 457 Lonsdale Avenue, Pawtucket, Rhode Island
(No. Street, City or Town, State.)

FOURTH.	General Partners	Residence (No. Street, City or Town, State.)
	Sheldon L. Gerber	696 Elmgrove Avenue Providence, RI 02906

	Limited Partners	Residence (No. Street, City or Town, State.)
	Sheldon L. Gerber	696 Elmgrove Avenue Providence, RI 02906
	Shirley G. Sadler	74 Hazard Avenue Providence, RI 02906

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 filing of this Certificate to March 31, 2019, or to such earlier date as shall be determined by events set forth in the limited partnership agreement among the parties hereto.

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
Sheldon L. Gerber	\$100.00	None	
Shirley G. Sadler	\$100.00	None	

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
Each limited partner may make additional contributions to the capital of the partnership as may from time to time be agreed upon between said limited partner and general partner,			

and the times at which or the events on the happening of which said contributions shall be made shall be as agreed upon.

EIGHTH. The contribution of each limited partner shall be returned only upon dissolution and termination of the limited partnership.

NINTH. Each limited partner shall, by reason of his contribution, receive the following percentage of the net profits of the partnership:

Sheldon L. Gerber	49%
Shirley G. Sadler	49%

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 according to the terms of paragraph 17 of the limited partnership agreement among the parties hereto.

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

TWELFTH. No. ~~XX~~ 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 27th day of September A. D. 1979.

Name	Residence (No. Street, City or Town, State.)
Sheldon L. Gerber	696 Elmgrove Avenue
<i>Sheldon L. Gerber</i>	Providence, RI 02906
Shirley G. Sadler	74 Hazard Avenue
<i>Shirley G. Sadler</i>	Providence, RI 02906

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

in said county, this 27th day of September, A. D. 1979,
then personally appeared before me Sheldon L. Gerber and
Shirley G. Sadler

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.

James A. O'Leary
Notary Public.

LIMITED PARTNERSHIP

**CERTIFICATE
OF**

.....33.....50.00
.....34.....50.00BL

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

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