

State of Rhode Island and Providence Plantations

CERTIFICATE

(LIMITED PARTNERSHIP)

157981

Know all Men by These Presents, That we, Sidney Fagelman and
Marvin P. Kosow,

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
QUAKER DEVELOPMENT COMPANY

SECOND. The character of the business conducted by the partnership shall be
the acquisition of real property and the construction, operation
and improvement, leasing, and selling of said real property as a
housing project or projects in the City of Warwick, Rhode Island.

THIRD. The principal place of business of the partnership shall be located at
Quaker Lane, Warwick, Rhode Island
(No. Street, City or Town, State)

FOURTH.	General Partners	Residence (No. Street, City or Town, State)
	Sidney Fagelman,	225 Newtonville Avenue, Newton, Massachusetts
	Marvin P. Kosow,	824 Boylston Street, Brookline, Massachusetts

	Limited Partners	Residence (No. Street, City or Town, State)
	Sidney Fagelman,	225 Newtonville Avenue, Newton, Massachusetts
	Marvin P. Kosow,	824 Boylston Street, Brookline, Massachusetts

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
November 15, 2022 unless dissolved and terminated sooner

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
Sidney Pagelman	\$10		
Marvin P. Kosow	\$10		

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

EIGHTH. The contribution of each limited partner shall be returned upon dissolution.

NINTH. Each limited partner shall, by reason of his contribution, receive forty-seven and one-half percent (47-1/2%)

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:

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

TWELFTH. , a 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 17th day of October A. D. 19 75 .

Name	Residence (No. Street, City or Town, State.)
<i>Sidney Fagelman</i>	255 Newtonville Avenue, Newton, MA
<i>Marvin P. Kosow</i>	824 Boylston Street, Brookline, MA

COMMONWEALTH OF MASSACHUSETTS

~~State of Rhode Island,~~

County of
Middlesex

In the City of Newton

in said county, this 17th day of October , A. D. 19 75 ,
then personally appeared before me, Sidney Fagelman and Marvin P. Kosow

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.

Richard J. Seigel
My commission expires: 10/6/78

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LIMITED PARTNERSHIP

CERTIFICATE
OF

QUAKER DEVELOPMENT COMPANY

20-75 ^{SEC. 98} STATE-2592 09***50.00

FILED IN THE OFFICE OF THE
SECRETARY OF STATE

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Assignment of Limited Partners' Interests

Section 1. Subject to the exceptions stated in subparagraph (b) below, no Limited Partner shall have the right to assign his interest in the Partnership without the written consent of the General Partners. Such consent may be granted conditionally or unconditionally upon compliance with the following requirements:

(a) If a Limited Partner ("Selling Partner") has received a bona fide written offer for the purchase of his interest in the Partnership, in whole or in part, ("proffered interest") from someone other than on described in the following sub-paragraph and desires to accept such offer, he shall first address a written request to the General Partners requesting permission to do so accompanied by a true copy of the aforesaid offer. Within seven (7) days after its receipt the General Partners shall deny or grant the request with the appropriate notice mailed to the Selling Partner, but if granted conditionally, they shall within said 7 days period give written notice to that effect to the Selling Partner each of the other Partners accompanied by a copy of the aforesaid offer. Within ten (10) days after the mailing of such notices, any Partner ("Purchasing Partner"), General or Limited may notify the General Partners of his willingness to purchase all or some stated portion of the proffered interest upon the price and terms proposed. In the event that the proffered interest has not been fully subscribed for by the Purchasing Partners, the Selling Partner shall be free to accept such offer, but for a price and upon terms no more favorable to the purchaser than as described in such offer. In the event that the Purchasing Partners have fully subscribed for the proffered interest (or more), each Purchasing Partner shall then purchase that proportion of the Selling Partner's proffered interest which the subscription of such Purchasing Partner bears to the total of the subscriptions of all Purchasing Partners. In the event the Selling Partner shall not accept such offer, the provisions of this Article shall continue to apply to any and all future offers until the Selling Partner's entire interest in the Partnership has been transferred. The Selling Partner's proffered interest thus to be acquired by the Purchasing Partners shall be paid for by them within thirty (30) days after the expiration of such ten (10) day notice period.

(b) Nothing contained in paragraph (a) above, however, shall prevent the interest of any Limited from being:

(i) Transferred or disposed of by will or intestacy to or for the benefit of the deceased Limited Partner's immediate family, or transferred during his lifetime, by gift or inter vivos trust, to or for the benefit of the Limited Partners immediate family or to a charitable organization exempt from income taxes under the Internal Revenue Code; or

(ii) Sold, transferred, assigned, pledged, encumbered, or otherwise hypothecated to any other Partner herein.

For the purpose of this Article "immediate family" is defined as the husband, wife, adult child, adult grandchild, father or mother, or adult sister or adult brother of a Limited Partner, or a stockholder of a corporate limited partner; provided that with respect to stockholders of corporate limited partners and trust beneficiaries, children, grandchildren, sisters, and brothers may be minors if, by the terms of the trust no distribution to any beneficiary of all or any part of the Limited Partnership interest may be made until such beneficiary of all or any part of the Limited Partnership interest may be made until such beneficiary shall have attained the age of 21. Any transfer or disposition under this sub-paragraph (b) shall include a stipulation that it is subject to the transfer provisions of this Article.

(c) No assignee of a Limited Partner's interest, pursuant to the provisions of (a) and (b) above, shall have the right to become a substituted or added as a Limited Partner, as the case may be, without the written consent of the General Partners, and, as a condition precedent to the validity and effectiveness of any such consent, such assignee shall execute a writing in form prescribed by the General Partners subscribing to the provisions of this Agreement and any amendment thereto, and agreeing to pay the reasonable legal and other expenses of the Partnership incident to such substitution or addition, including the filing of new Partnership Certificates.