

State of Rhode Island and Providence Plantations

**CERTIFICATE**

(LIMITED PARTNERSHIP)

Know all Men by These Presents, That we, Lloyd E. Bliss, Maynard M. Bliss, Robert H. Bliss, Mowry Lowe, Joseph E. Buonanno, Hugh Bonino, Edward N. Ricci, Robert Maiello, Benjamin Bloom, Ezra A. Sharp, James F. Armstrong, Joseph K. Levy, Charles Glassman, Oscar Sandler, Irwin Paul, Sidney Mittleman, Glass Dittelman & Co.,

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 State-Wide Shopping Plaza Associates

SECOND. The character of the business conducted by the partnership shall be purchasing, acquiring, holding, leasing, mortgaging, conveying, selling or otherwise disposing of real estate, improved or unimproved, tangible or intangible personal property of every nature and description (including, without limiting the generality of the foregoing, a leasehold interest) in the State of Rhode Island or any other State in the United States, and in improving any land acquired by erecting thereon such buildings and structures as may seem expedient or desirable.

THIRD. The principal place of business of the partnership shall be located at 410 Union Trust Building, Providence, Rhode Island

<u>FOURTH:</u>	GENERAL PARTNERS	RESIDENCE
	Lloyd E. Bliss	35 Eames St., Providence, R. I.
	LIMITED PARTNERS	RESIDENCE
	Maynard M. Bliss	100 East Manning St., Prov., R. I.
	Robert H. Bliss	78 Cambria Ct., Pawtucket, R. I.
	Mowry Lowe	121 Hazard Ave., Prov., R. I.
	Joseph E. Buonanno	130 Upton Ave., Prov., R. I.
	Hugh Bonino	41 Intervale Road, Prov., R. I.
	Edward N. Ricci	c/o Duro Finishing Co., 100 Chace St., Fall River, Massachusetts
	Robert Maiello	175 Smithfield Rd., No. Prov., R. I.
	Benjamin Bloom	68 Salem St., Prov., R. I.
	Ezra A. Sharp	339 Thayer St., Providence, R. I.
	James F. Armstrong	84 Belvidere Blvd., No. Prov., R. I.
	Joseph K. Levy	741 Elmgrove Ave., Prov., R. I.
	Charles Glassman	Hotel Somerset, Commonwealth Ave., Boston, Mass.
	Oscar Sandler	61 West Grand St., Mt. Vernon, N. Y.
	Irwin Paul	1111 Bryn Mawr Ave., Bala Cynwyd, Penna.
	Sidney Mittleman	290 Irving Ave., Prov., R. I.
	Glass Dittelman & Co.	925 Industrial Bk. Bldg., Prov., R. I.

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THIRD. The principal place of business of the partnership shall be located at 410 Union Trust Building, Providence, Rhode Island

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 commencement on December 10, 1962 and shall terminate on December 31, 1987, or upon the decease, insanity, retirement, or withdrawal of any general partner, whichever event shall first occur.

amounts of cash

SIXTH. The following items listed immediately below shall be the contribution of each limited partner.

Name of Limited Partner	Cash	Name of Limited Partner <del>Property other than Cash</del>	Cash <del>Value</del>
Maynard M. Bliss	3,333.33	Oscar Sandler	250.00
Robert H. Bliss	3,333.33	Irwin Paul	1,000.00
Mowry Lowe	500.00	Sidney Mittleman	2,000.00
Joseph E. Buonanno	3,000.00	Glass Dittelman & Co.	1,500.00
Hugh Bonino	1,000.00		
Edward N. Ricci	3,500.00		
Robert Maiello	2,000.00		
Benjamin Bloom	4,000.00		
Ezra A. Sharp	1,500.00		
James F. Armstrong	2,500.00		
Joseph K. Levy	4,750.00		
Charles Glassman	2,500.00		

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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NONE

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

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EIGHTH. The contribution of each limited partner shall be returned

(a) on December 31, 1987; or (b) on retirement, death or insanity of the general partner, or (c) upon the unanimous consent of all the general and limited partners.

NINTH. Each limited partner shall, by reason of his contribution, receive

Name of Limited Partner	Percentage of Profits
Maynard M. Bliss	8.333
Robert H. Bliss	8.333
Mowry Lowe	1.25
Joseph E. Buonanno	7.5
Hugh Bonino	2.5
Edward N. Ricci	8.75
Robert Maiello	5.00
Benjamin Bloom	10.00
Ezra A. Sharp	3.75
James F. Armstrong	6.25
Joseph K. Levy	11.875
Charles Glassman	6.25
Oscar Sandler	.625
Irwin Paul	2.50
Sidney Mittleman	5.00
Glass Dittelman & Co.	3.75

Percentage of profits to be received by limited partners 91.666

In addition, Lloyd E. Bliss, the general partner, will receive the following percentage of the profits 8.334

Total 100.000

amounts of cash

SIXTH. The following items listed immediately below shall be the contribution of each limited partner.

Name of Limited Partner	Cash	Name of Limited Partner <del>Property other than Cash</del>	Cash <del>Value</del>
Maynard M. Bliss	3,333.33	Oscar Sandler	250.00
Robert H. Bliss	3,333.33	Irwin Paul	1,000.00
Mowry Lowe	500.00	Sidney Mittelman	2,000.00
Joseph E. Buonanno	3,000.00	Glass Dittelman & Co.	1,500.00
Hugh Bonino	1,000.00		
Edward N. Ricci	3,500.00		
Robert Majello	2,000.00		
Benjamin Bloom	4,000.00		
Ezra A. Sharp	1,500.00		
James F. Armstrong	2,500.00		
Joseph K. Levy	4,750.00		
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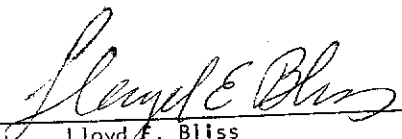
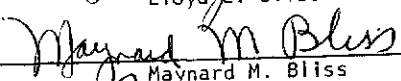
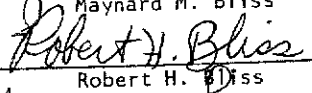
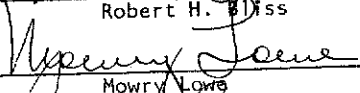
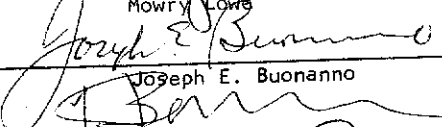
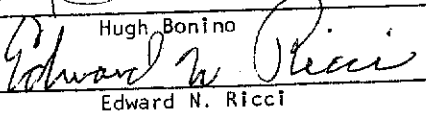

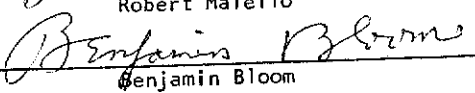
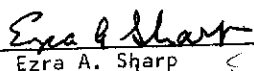
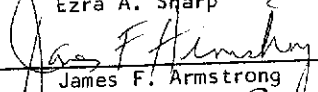
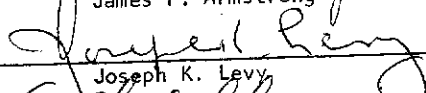

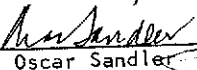
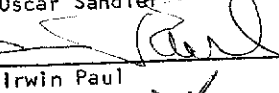

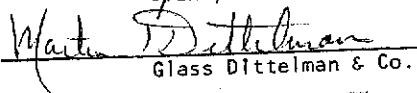
(a) on December 31, 1987; or (b) on retirement, death or insanity of the general partner, or (c) upon the unanimous consent of all the general and limited partners.

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:

Upon the unanimous consent of all the partners, both limited and general.

FOURTEENTH. <sup>No</sup> ~~Any~~ limited partner shall have the right to demand and receive property other than cash in return for his contribution, except upon the complete termination of the partnership, in which event all limited partners shall be entitled to distribution in kind of their interests in all partnership property, whether real or personal, such distribution to be pro rata among them, in proportion to their respective partnership capital accounts.

In Testimony Whereof, We have hereunto set our hands and stated our residences this 21<sup>st</sup> day of June A. D. 1963.

Name	Residence
 Lloyd E. Bliss	35 Eames St., Prov., R. I.
 Maynard M. Bliss	100 East Manning St., Prov., R. I.
 Robert H. Bliss	78 Cambria Ct., Pawtucket, R. I.
 Mowry Lowe	121 Hazard Ave., Prov., R. I.
 Joseph E. Buonanno	130 Upton Ave., Prov., R. I.
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 Oscar Sandler	61 West Grand St., Mt. Vernon, N. Y.
 Irwin Paul	1111 Bryn Mawr Ave., Bala Cynwyd, Penna.
 Sidney Mittleman	290 Irving Ave., Prov., R. I.
 Glass Dittelman & Co.	925 Industrial Bk. Bldg., Prov., R. I.

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. <sup>No</sup> ~~Any~~ limited partner shall have the right to demand and receive property other than cash in return for his contribution, except upon the complete termination of the partnership, in which event all limited partners shall be entitled to distribution in kind of their interests in all partnership property, whether real or personal, such distribution to be pro rata among them, in proportion to their respective partnership capital accounts.

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

[Large rectangular area containing faint, illegible text, likely a signature block or list of names that has faded or is bleed-through from another page.]

in said county, this 21<sup>st</sup> day of June, A. D. 1963, then personally appeared before me

Maynard M. Bliss	Hugh Bonino	Ezra A. Sharp	
Robert H. Bliss	Edward N. Ricci	James F. Armstrong	
Mowry Lowe	Robert Mafello	Joseph K. Levy	Sidney Mittleman
Joseph E. Buonanno	Benjamin Bloom	Charles [illegible]	William B. Glass

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, and they respectively swore to same.

*Louis G. Brewer*  
Notary Public.  
My commission expires June 30, 1966

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK *Windsor*

In *Reading* in said County, this *1st* day of *July*  
A. D. 1963, personally appeared before me Charles Glassman to me known  
and known by me to be the party executing the foregoing instrument and  
he acknowledged said Instrument by him subscribed to be his free act  
and deed, and he swore to same.

*Charles Glassman*

Notary Public

STATE OF NEW YORK

COUNTY OF WESTCHESTER

In *Mt Vernon* in said County, this *5* day of *July*  
, A. D. 1963, personally appeared before me Oscar Sandler,  
to me known and known by me to be the party executing the foregoing instru-  
ment, and he acknowledged said instrument by him subscribed to be his free  
act and deed, and he swore to same.

ANITA M. TWOMEY  
Notary Public in the State of New York  
No. 60-4044870  
Qualified in Westchester County  
Term Expires March 30, 1965

*Anita M. Twomey*

Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ~~PHILADELPHIA~~ *Montgomery*

In *Bala Cynwyd* in said County, this *16th* day of *July*  
A. D. 1963, personally appeared before me Irwin Paul, to me known and  
known by me to be the party executing the foregoing instrument, and he  
acknowledged said instrument by him subscribed to be his free act and  
deed, and he swore to same.

*Irwin Paul*

Notary Public

1422 CHESTNUT STREET  
Philadelphia 2, Philadelphia Co., Pa.  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUGUST 21, 1965

LIMITED PARTNERSHIP

CERTIFICATE  
OF

STATE-WIDE SHOPPING  
PLAZA ASSOCIATES

SEC-OF STATE 005 00\*\*\*\*10.00

FILED IN THE OFFICE OF THE  
SECRETARY OF STATE

DEC 2 - 1963 19