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(City/State/Zip/Phone #)

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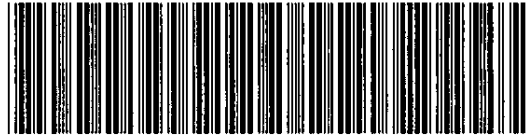
(Business Entity Name)

(Document Number)

Certified Copies \_\_\_\_\_ Certificates of Status \_\_\_\_\_

Special Instructions to Filing Officer:

Office Use Only



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S. YOUNG



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS

Attached are the forms to convert an "Other Organization" into a Florida Limited Partnership or Limited Liability Limited Partnership pursuant to section 620.2104, Florida Statutes. These forms are basic and may not meet all conversion needs. The advice of an attorney is recommended.

Pursuant to s. 620.2102(1), F.S., an organization other than a domestic limited partnership may convert to a Florida limited partnership.

<b>Filing Fees:</b>	<b>\$52.50 Certificate of Conversion</b>
	<b>\$1,000 Florida Certificate of Limited Partnership</b>
	<b>(includes \$965 filing fee and \$35 registered agent designation fee)</b>
<b>Certified Copy (optional):</b>	<b>\$52.50</b>
<b>Certificate of Status (Optional):</b>	<b>\$8.75</b>

Send one check in the total amount payable to the Florida Department of State.

Please include a cover letter containing your telephone number, return address and certification requirements, or complete the attached cover letter.

**Mailing Address**  
Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**Street Address**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

For further information, you may contact the Registration Section at (850) 245-6051.

**IMPORTANT NOTICE:** If the conversion involves a limited liability company, pursuant to 605.0212 (10), F.S. each party to the conversion must be active and current through December 31<sup>st</sup> of the calendar year the conversion is being submitted to the Department of State for filing.

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**COVER LETTER**

**TO:** Registration Section  
Division of Corporations

**SUBJECT:** HOWARD STREET LIMITED PARTNERSHIP  
Name of Resulting Florida Limited Partnership or Limited Liability Limited Partnership

The enclosed Certificate of Conversion, Certificate of Limited Partnership, and fees are submitted to convert an "Other Organization" into a Florida Limited Partnership or Limited Liability Limited Partnership in accordance with s. 620.2104, F.S.

Please return all correspondence concerning this matter to:

Charles S. Ezrine

Contact Person

Firm/Company

100 Victory Drive

Address

Jupiter, FL 33477

City, State and Zip Code

cjezrine@bellsouth.net

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Charles S. Ezrine

Name of Contact Person

at ( 561 ) 379-8992

Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> \$1,052.50 Filing Fees<br>Fees, (\$52.50 for Conversion<br>and \$1,000 – Certificate) | <input type="checkbox"/> \$1,061.25 Filing Fees<br>and Certificate of<br>Status | <input type="checkbox"/> \$1,105.00 Filing Fees<br>and Certified Copy | <input type="checkbox"/> \$1,113.75 Filing<br>Certified Copy, and<br>Certificate of Status |
|---|---|---|--|

**STREET ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

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**Certificate of Conversion**  
For  
**"Other Business Organization"**

Into  
**Florida Limited Partnership or Limited Liability Limited Partnership**

This Certificate of Conversion **and attached Certificate of Limited Partnership** are submitted to convert the following **"Other Business Entity"** into a **Florida Limited Partnership or Limited Liability Limited Partnership** in accordance with s.620.2104, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:

**HOWARD STREET LIMITED PARTNERSHIP**

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a **limited partnership**  
(Enter entity type. Example: corporation, limited liability company, sole proprietorship, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of **Maryland**  
(Enter state, or if a non-U.S. entity, the name of the country)

on **October 24, 1983**

(Enter date "Other Business Entity" was first organized, formed or incorporated)

3. The name of the Florida Limited Partnership or Limited Liability Limited Partnership as set forth in the attached **Certificate of Limited Partnership**:

**HOWARD STREET LIMITED PARTNERSHIP**

(Enter Name of Florida Limited Partnership or Limited Liability Limited Partnership)

4. The conversion was approved as required by Chapter 620, F.S., and was approved in such a manner that complied with the converting organization's governing law.

5. If not effective on the date of filing, enter the effective date: \_\_\_\_\_  
(The effective date: 1) cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State; **AND** 2) must be the same as the effective date listed in the attached Certificate of Limited Partnership, if an effective date is listed therein.)

6. The conversion is permitted by the applicable law(s) governing the other business entity and the other business entity complies with such law(s) in effecting the conversion.

7. The "Other Business Entity" currently exists on the official records of the jurisdiction under which it is currently organized, formed or incorporated.

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Signed this 1st day of July, 2016.

**Signature of Each General Partner Listed in Attached Certificate of Limited Partnership/Limited Liability Limited Partnership:** Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.

Signature: [Signature]  
Printed Name: Charles S. Ezrine Title: General Partner

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Required Signature(s) on behalf of Other Business Entity:** Individual signing affirms that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S. [See below for required signature(s).]

Signature: [Signature]  
Printed Name: Charles S. Ezrine Title: General Partner

**If Florida Corporation:**

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

**If Florida General Partnership or Limited Liability Partnership:**

Signature of one General Partner.

**If Florida Limited Liability Company:**

Signature of a Member or Authorized Representative.

**All others:**

Signature of an authorized person.

**Fees:**

Certificate of Conversion:	\$ 52.50
Fees for Florida Certificate of Limited Partnership: (\$965 Filing Fee and \$35 Filing Fee)	\$1,000.00
Certified Copy:	\$ 52.50 (Optional)
Certificate of Status:	\$ 8.75 (Optional)

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DIVISION OF CORPORATIONS

Attached is a form to file a Florida limited partnership or limited liability limited partnership pursuant to section 620.1201, Florida Statutes. Section 620.1204, Florida Statutes, requires the certificate of limited partnership to be signed by all general partners.

Pursuant to Chapter 620, Florida Statutes, every legal or commercial business entity listed as a general partner on the attached certificate of limited partnership must have an active registration or filing on file with the Florida Department of State before the enclosed document can be processed by this office. Should you need the form and instructions to properly register a non-individual general partner, please call (850) 245-6051.

**Important Information About the Requirement to File an Annual Report**

All Florida Limited Partnerships or Limited Liability Limited Partnerships must file an Annual Report yearly to maintain "active" status. The first report is due in the year following formation. The report must be filed electronically online between January 1<sup>st</sup> and May 1<sup>st</sup>. The fee for the annual report is \$500. After May 1<sup>st</sup> a \$400 late fee is added to the annual report filing fee. "Annual Report Reminder Notices" are sent to the e-mail address you provide us when you submit this document for filing. To file any time after January 1<sup>st</sup>, go to our website at [www.sunbiz.org](http://www.sunbiz.org). There is no provision to waive the late fee. Be sure to file before May 1<sup>st</sup>.

For further information, you may contact the Registration Section at (850) 245-6051.

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**CERTIFICATE OF LIMITED PARTNERSHIP  
FOR  
FLORIDA LIMITED PARTNERSHIP  
OR  
LIMITED LIABILITY LIMITED PARTNERSHIP**

1. HOWARD STREET LIMITED PARTNERSHIP

(Name of Limited Partnership or Limited Liability Limited Partnership, which must include suffix)  
Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd.  
Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P.  
or LLLP.

2. 100 Victory Drive

Street address of initial designated office

Jupiter, FL 33477

3. Charles S. Ezrine

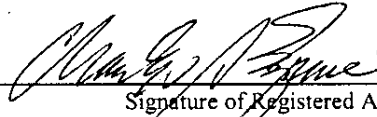
Name of Registered Agent for Service of Process

4. 100 Victory Drive

Florida street address for Registered Agent

Jupiter, FL 33477

5. *I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.*

  
Signature of Registered Agent

6. 100 Victory Drive

Mailing address of initial designated office

Jupiter, FL 33477

7. If limited partnership elects to be a limited liability limited partnership, check box ☒.

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8. Name and business address of each general partner:

Name:

Business Address:

Charles S. Ezrine

100 Victory Drive

Jupiter, FL 33477

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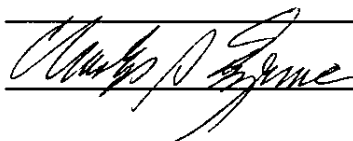
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9. Effective date, if other than the date of filing: \_\_\_\_\_.

*(Effective date cannot be prior to nor more than 90 days after the date the document is filed by the Florida Department of State.)*

Signed this 1st day of July, 2016.

Signature of each general partner: Individual(s) signing affirm(s) that the facts stated in this document are true. Any false information constitutes a third degree felony as provided for in s.817.155, F.S.



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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HOWARD STREET LIMITED PARTNERSHIP  
CERTIFICATE OF ARTICLES OF LIMITED PARTNERSHIP

THIS AGREEMENT, made this       day of  
1983, by and between CHARLES EZRINE, General Partner, and LARRY  
BECKER, M.D., Limited Partner.

W I T N E S S E T H:

IN CONSIDERATION of the mutual undertakings of the  
parties, it is agreed:

1. Formation of Limited Partnership

The parties hereby form a Limited Partnership  
pursuant to the provisions of The Maryland Revised Uniform  
Limited Partnership Act. Said Limited Partnership is herein  
called the "Partnership".

2. Name

The Partnership shall be conducted under the firm  
name and style of HOWARD STREET LIMITED PARTNERSHIP.

3. Character of the Business

The business of the Partnership shall be limited  
to the acquisition and ownership of a parcel of land located at  
2200 North Howard Street and the improvements thereon located in  
Baltimore, Maryland (the "Property"), and to lease, operate and  
manage the Property.

4. Principal Place of Business and Resident Agent

The address of the principal office of the Part-  
nership is 5000 Wabash Avenue, Baltimore, Maryland 21215. The  
name and address of the resident agent of the Partnership is  
Herbert Goldman, 233 East Redwood Street, Baltimore, Maryland  
21202.

5. General Partner

The name and home or business address of the  
General Partner is:

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Charles Ezrine  
5000 Wabash Avenue  
Baltimore, Maryland 21215

6. Limited Partners

The names and home or business addresses of the  
Limited Partner is:

Larry Becker, M.D.

7. Term

The Partnership shall come into existence when  
the General Partner and the Limited Partner named in Articles 5  
and 6 hereof shall have executed this Agreement, and shall  
continue until September 1, 2033 unless sooner terminated as  
provided herein.

8. Contributions, Assets and Liabilities

(a) Each Partner has contributed to the capital  
of the Partnership, in cash, the sum set opposite his name:

<u>NAME</u>	<u>AMOUNT OF CONTRIBUTION</u>
<u>GENERAL PARTNER</u>	
Charles Ezrine	\$ 1,000
<u>LIMITED PARTNER</u>	
Larry Becker, M.D.	\$40,000
Total	\$41,000

(b) In addition to the amounts to be contributed  
to the Partnership pursuant to subsection (a) above, if, in the  
sole discretion of the General Partner, it is determined that  
additional amounts of capital will be required by the Partner-  
ship for legitimate Partnership purposes, then such additional  
amounts of capital shall be contributed by all of the partners  
(including the Limited Partner), pro-rata to their shares of  
participation in profits and losses, immediately upon demand of  
the General Partner. If a Partner fails to contribute his pro  
rata portion within fifteen (15) days after a call therefor by

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written notice to each Partner sent to him by certified mail at his address as it appears on the records of the Partnership (such notice being deemed effective when mailed), then (i) the other Partner may, but shall not be obligated to contribute that portion of the capital required to be contributed by the defaulting Partner, and (ii) the percentage of profits and losses to be allocated to each of the Partners shall be thereupon adjusted such that the percentage of profits and losses to be allocated to each Partner shall be in the same proportion that the initial capital contribution of such Partner plus the aggregate additional capital contributions made by such Partner pursuant to this paragraph (b) bears to the aggregate initial capital contributions of all the Partners plus the aggregate additional contributions made by all Partners pursuant to this paragraph (b); provided, however, that for the purpose of determining any adjustment to the percentage of profits and losses of the Partners pursuant to this paragraph (b), the initial capital contributions of Charles Ezrine and Larry Becker shall each be deemed to be \$20,500.

(c) The amounts contributed by the Partners as provided in subsections (a) and (b) hereof shall be and become the capital of the Partnership. If any Partner shall advance any monies or property to the Partnership other than as provided in this Article 8, the amount of such advance shall not be an increase in his capital contribution, or entitle him to any increase in his share of the profits of the Partnership, or subject him to any greater proportion of the losses which it may sustain; but the amount of any such advance shall be a debt from the Partnership to such Partner and such loan shall be repaid to him on demand with interest at the prime rate from time to time in effect at the Equitable Bank, N.A. unless otherwise agreed in

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writing. The Partnership shall be deemed to have waived the Statute of Limitation in any action which may be brought for the collection of any loan by a Partner to the Partnership. Amounts left undrawn in the income account of a Partner, whether voluntarily or involuntarily, shall not be deemed a debt of the Partnership to such Partner for purposes of this subsection (c).

(d) A separate capital account shall be maintained for each Partner, which capital account shall include all amounts contributed by such Partner as provided by in subsections (a) and (b) hereof; and except upon unanimous agreement of all Partners, or upon termination of the Partnership their respective capital contributions shall not be withdrawn in whole or in part.

If, for any reason other than the failure of a Partner to make additional capital contributions required pursuant to paragraph 8(b) above, the capital account of any Partner becomes impaired in relation to the capital account of any other Partner, i.e., the ratio between them is altered in favor of any one of them, the share in subsequent partnership profits of the aforesaid Partner whose capital account has become impaired shall be first credited to the capital account of such Partner until the ratio is restored to that prevailing among the initial capital contributions and additional capital contributions pursuant to paragraph 8(b) hereof of all of the Partners. A negative capital account resulting from a distribution of available cash in accordance with the provisions of this Agreement, or from losses, is hereby recognized as a likely possibility under this Agreement and such negative capital account shall not affect a Partner's participation in the profits and losses of the Partnership.

In no event shall a Partner be required at any time to restore a negative capital account or shall such

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negative capital account be in any way considered a liability of the Partner or the Partnership or an asset of the Partner or the Partnership.

(e) No interest shall be paid on the initial contributions to the capital of the Partnership or on any subsequent contributions to capital.

9. Books of Account; Certified Public Accountant

(a) At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each transaction of the Partnership.

(b) All said books of account, together with an executed copy of the Articles of Limited Partnership, and of any amendment thereof shall at all times be maintained at the principal office of the Partnership and shall be open during regular business hours to the reasonable examination of any Limited Partner or his representatives.

(c) The General Partner shall deliver to the Limited Partner within three (3) months after the expiration of each fiscal year (the first period to commence as of the date of the commencement of the term of the Partnership and to expire on the ensuing December 31), a report on the review by a Certified Public Accountant, or a Certified Public Accounting firm, of the Partnership's financial records, such report to consist of the Partnership's balance sheets, profit and loss statement, and the accompanying notes and comments thereto. In addition, the General Partner shall deliver to the Limited Partner statements of his distributive shares of net profits and losses, and any tax deductions and credits, the right to which passes through to the Partners, categorized as required by the United States Treasury Regulations applicable to Partnerships, as well as a

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statement of Maryland modifications thereto, if any, together with statements showing all distributions of profits or of capital made by the Partnership to such Partner during such year.

10. Profits and Losses

(a) (i) A separate income account shall be maintained for each Partner. The net profits which may accrue from the ordinary course of business and losses of the Partnership shall be divided among all of the Partners in the following proportions:

<u>GENERAL PARTNER</u>	<u>PROPORTIONS OF PROFITS AND LOSSES</u>
Charles Ezrine	50%
<u>LIMITED PARTNERS</u>	
Larry Becker, M.D.	50%

(ii) Net profits shall be credited and net losses charged to the income accounts of the Partners, quarterly, if feasible, but not less often than annually, except as provided in Article 8 hereof in the event of impairment of a capital account. Amounts standing to the credit of Partners in their income accounts shall be paid out of Available Cash (as hereinafter defined); provided, however, that if the Available Cash shall be less than the aggregate income account balances of all Partners, the Partnership shall make a distribution of Available Cash to all Partners pro-rata to the balances in their income accounts.

(b) (i) All cash, including but not limited to cash received upon, or by reason of, a refinancing, increasing or recasting of a mortgage on, or a sale of, the Property, or any portion thereof, (hereinafter referred to as "Extraordinary Sources"), which is in excess of that required for the current payment and/or discharge (as the case may be) of existing mortgages and liens on the Property and the expenses thereof, exclusive of such amounts as the General Partner, in his sole

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and exclusive discretion, deems necessary to be retained as funds required for the conduct of Partnership business and for the maintenance of reasonable and prudent reserves, shall be deemed to be "Available Cash" for purposes of this Agreement.

(ii) All Available Cash in excess of the aggregate income balances of all Partners shall be distributed to the Partners, pro rata to the percentages of profits and losses which such Partners shall be entitled to receive pursuant to this Agreement; provided, however, that notwithstanding anything to the contrary herein contained, to the extent that Available Cash is created from Extraordinary Sources, then the first \$39,000 thereof shall be distributed to Larry Becker (hereinafter referred to as "the Becker Priority"), and thereafter Available Cash which is created from Extraordinary Sources shall be distributed to the Partners pro rata to the percentage of profits and losses that such Partners shall be entitled to receive pursuant to this Agreement.

(c) Except as may otherwise be provided in any mortgage or other instrument evidencing an indebtedness given by the Partnership and signed by him, or as provided below, the liability of any Limited Partner for the losses of the Partnership shall be limited to his contribution to the capital of the Partnership made or pledged hereunder, and he shall not be personally liable for any debts, engagements or losses of the Partnership in any event or to any extent whatever, except out of his contribution to Partnership capital hereinabove set forth.

(d) In the event that the Partnership, or any Partner, is or shall become personally liable for all or any portion of the Partnership's indebtedness secured by a mortgage or deed of trust on all or any part of its property, such personal liability shall be the joint and several obligation of all of the Partners, including Limited Partners.

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11. Rights and Liabilities of Partners

(a) This Agreement shall not be construed to prevent or in any way limit the unrestricted right of any Partner to be engaged in and carry on, in any form or manner, other commercial enterprises, of every nature and description, independently or with others, whether or not they compete with the Partnership and whether or not they have business dealings of any kind with the Partnership.

(b) The fact that the General or Limited Partner or a member of his family is directly or indirectly interested in or connected with any person, firm or corporation employed by the Partnership to render or perform a service or from which or whom the Partnership may buy merchandise or other property, or to or from which or whom the Partnership may lease property shall not prohibit the General Partner from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Partnership nor the Partners thereof shall have any rights in or to any income or profits derived therefrom.

(c) The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Limited Partner for any mistake of judgment or act or thing done by him in good faith within the scope of these Articles.

(d) The General Partner shall be entitled to receive reasonable compensation for services to the Partnership.

12. Powers and Duties of the General Partners

(a) Except as herein otherwise expressly provided, the General Partner shall have the right to manage the Partnership business, to make all decisions to be made by the Partnership, and to execute all instruments individually in the Partnership name.

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(b) In addition to the powers herein or by law provided, the General Partner is hereby specifically authorized and vested with power in the name and on behalf of the Partnership:

(i) To negotiate and award contracts for improvements and repairs upon the Partnership's property to contractors, including contractors in which one or more of the Partners has an interest, upon such terms and conditions as he deems reasonable.

(ii) To execute and deliver a mortgage or mortgages from time to time upon all or part of the property of the Partnership upon such terms and conditions as he deems reasonable.

(iii) To enter into a contract for the management of the Partnership's property, upon such terms and conditions and with such person, firm or corporation as he deems reasonable. Such contract may be with a person, firm or corporation in which one or more of the Partners has an interest.

(iv) To lease the property of the Partnership to Ezrine Auto Centers, Inc. on such terms and conditions as he deems reasonable, regardless of any interest in the lessee which one or more of the Partners may have.

(c) The General Partner shall not have the right to sell, transfer or otherwise assign all or substantially all of the property of the Partnership, except as otherwise provided in subsection (b) hereof, without the prior written consent of Partners who, in the aggregate, are entitled to receive at least fifty-one percent (51%) of the profits of the Partnership.

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13. Activities of Limited Partner

The Limited Partner shall take no part in the conduct or control of the Partnership's business and shall have no right or authority to act for or bind the Partnership.

14. Death of Limited Partner, Assignment of Interest of Limited Partner and General Partner and Admission of Limited Partner

(a) Except as provided herein with reference to death or incapacity of a Limited Partner, the interest of the Limited Partner in the Partnership may not be assigned in whole or in part without the express written consent of the General Partner. For a period of thirty (30) days after the receipt of the consent of the General Partner, the interest of the Limited Partner shall be assignable to the fullest extent permissible under the Limited Partnership law of the State of Maryland. Such an assignment shall not be effective unless an executed or authenticated copy of the instrument of assignment is delivered to the General Partner.

(b) If the Limited Partner shall die, his executors, administrators, or trustees, or, if he shall be adjudicated insane or incompetent, his committee or representative shall have the same rights and obligations that the Limited Partner would have had if he had not died or had not become insane or incompetent, except that his executors, administrators, trustees, committee or representative (hereinafter sometimes called successor or successors) shall not become Limited Partners without complying with the provisions of subparagraphs (c) and (d) of this Article.

(c) No assignee, legatee, distributee, or successor of the whole or any portion of the Limited Partner's interest in the Partnership shall have the right to become a Limited Partner unless an executed or authenticated copy of the instrument of assignment specifying that such assignee, legatee,

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distributee or successor shall become a Limited Partner is delivered to the General Partner and the receipt thereof is endorsed thereon.

(d) As further conditions to the admission of any successor, assignee, legatee or distributee (hereinafter collectively referred to as the "assignee") as a Limited Partner, (i) the General Partner shall have consented to the admission of the assignee as a Limited Partner; (ii) the assignee shall execute such instruments as the General Partner may reasonably require, ratifying and agreeing to be bound by this Agreement, as it may have been then amended; (iii) the assignee shall pay all of the Partnership's expenses in connection with such assignment, including the expenses of preparing, filing, recording and publishing any and all amended certificates and other instruments as may be required by law or desirable in the circumstances; and (iv) all such amended certificates and instruments shall have been duly executed and recorded as required by law.

(e) The interest of the General Partner in the Partnership shall not be assignable.

15. Termination of Partnership

(a) This Partnership shall be terminated September 1, 2033, or sooner upon the happening of any of the following events:

(i) An Agreement to terminate among Partners who in the aggregate are entitled to receive not less than fifty-one percent (51%) of the profits of the Partnership.

(ii) If the General Partner shall (A) be adjudicated a bankrupt or insolvent and such adjudication is not vacated within thirty (30) days; or (B) suffer the appointment of a receiver or trustee and

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such appointment is not vacated within thirty (30) days; and the General Partner and holders of 100% of the Limited Partnership interests are unable to agree upon a person or entity to succeed him in his capacity as General Partner within thirty (30) days of such happening.

(iii) The General Partner shall die, or shall be adjudicated insane or incompetent and his executor, administrator, trustee, committee, representative or other successors shall be unable to agree with the holders of 100% of the Limited Partnership interests upon a person or entity to succeed him in his capacity as General Partner within thirty (30) days of such death or adjudication.

(iv) Upon the sale by the Partnership of all real property in which it has an interest.

(v) If at any time, in the opinion of counsel for the Partnership, the Partnership will be classified for Federal Income Tax purposes as an association taxable as a corporation and not as a partnership.

(b) Within sixty (60) days after the termination of the Partnership pursuant to clauses (i), (ii) or (iii) of subsection (a) of this Article 15, and prior to liquidation of the Partnership, Partners who, in the aggregate are entitled to receive more than fifty one percent (51%) of the profits of the Partnership may, in writing, elect to form a corporation under the laws of the State of Maryland, which corporation shall have only one class of stock. Said Partners shall be the original directors of the corporation, the Articles of Incorporation of which shall contain such customary and usual provisions as said Partners shall deem proper.

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Incorporated into said written election as a part thereof shall be the following determinations to be made by the said Partners electing to incorporate:

- (i) which liabilities of the Partnership, if any, shall be assumed by the Corporation; and
- (ii) which assets shall be transferred to the corporation (with the exception that in any event, unless unanimously agreed otherwise by all of the Partners in writing, the income accounts of the individual Partners shall be distributed to them in accordance with the provisions of Article 15(d)(4) hereof. The remaining assets, if any, shall be distributed in liquidation in accordance with the provisions of Article 15(d) hereof.

The foregoing determinations being a condition precedent to effecting said election, said election shall not be valid unless an election agreement containing said determinations is executed by Partners who, in the aggregate, are entitled to receive more than fifty-one percent (51%) of the profits of the Partnership or unless Partners who in the aggregate are entitled to receive more than fifty-one percent (51%) of the profits of the Partnership agree in writing as a part of said election to submit said determinations to arbitration to be made in accordance with the provisions of Article 21 hereof.

In addition, the electing Partners may incorporate into said election agreement as a part thereof, any other terms and agreements consented to by them pertaining to the organization of the corporation which are not inconsistent with this Agreement.

Upon such election the Partners shall cause the corporation to be formed and shall cause the Partnership to transfer to the corporation in exchange for its stock the

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aforesaid assets of the Partnership which the Partners have determined to convey thereto as hereinbefore provided in this subsection (b).

Notwithstanding anything to the contrary herein contained, the Partnership shall be deemed to have continued in existence until distribution of the stock of the said corporation has been made as herein provided. Each Partner shall receive shares of stock in the said corporation representing the same proportionate interest in authorized stock of said corporation as he had with respect to the profits of the Partnership upon his signing and acknowledging a Certificate of Termination of the Partnership and such receipt shall be deemed to be the return of his contribution to the capital of the Partnership in full discharge of all of his interest in the Partnership. Pending such signature and acknowledgement of the Partner, his shares shall be issued in the name of the Partnership for his account.

(c) If no election to form a corporation is made within sixty (60) days of the termination of the Partnership pursuant to clauses (i), (ii) or (iii), or if the Partnership is terminated pursuant to clause (iv) or (v) of subsection (a) of this Article, the Partnership shall be liquidated.

(d) Upon any termination of the Partnership, the Partners shall cause a statement to be examined by the Certified Public Accountant or Certified Public Accounting firm then serving the Partnership which shall set forth the assets and liabilities of the Partnership as of the date of termination. Such statement shall be furnished to the Limited Partners within three (3) months after such termination. If there is no election to form a corporation pursuant to subsection (b) of this Article, the assets of the Partnership shall be liquidated and the proceeds distributed in the following order of priority:

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(1) To the payment of the debts and liabilities of the Partnership, other than any loans or advances that may have been made by the Partners to the Partnership, and the expenses of liquidation.

(2) To the setting up of any reserves which the General Partner, or if there is no General Partner, then the Certified Public Accountant regularly serving the Partnership, may deem reasonably necessary to cover any contingent or unknown liabilities or obligations of the Partnership. Said reserves may be paid over to any attorney-at-law of the State of Maryland, or a bank or trust company doing business in said State of Maryland, as escrowee, to be held by him or it for the purpose of disbursing such reserves in payment of any of said liabilities that may become fixed and certain. The escrowee may deposit the escrow fund in interest bearing time deposit accounts in commercial or savings banks, trust companies or savings and loan associations. At the expiration of three (3) years after the termination of the Partnership's business or before, in the discretion of the escrowee, the balance remaining of the escrow fund which is not required to meet then known or reasonably certain liabilities, shall be distributed in the manner provided in paragraphs (3), (4), and (5) of this subsection (d) in the same order of priority.

(3) To the repayment of any loans or advances that may have been made by any of the Partners to the Partnership, but if the amount available for such repayment shall be insufficient, then pro-rata on account thereof.

(4) To the payment of any amount of the Becker Priority, which has not have been paid pursuant to Section 10(b)(i) of this Agreement.

(5) Any balance remaining shall be distributed among all Partners in proportion to the share of each Partner in the profits of the Partnership.

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(6) Upon the signing and acknowledging by each Partner of a Certificate of Termination of the Partnership and not until then, his respective distributive share referred to in the foregoing paragraphs of this subsection (d) shall be paid and delivered to him.

16. Banking

(a) All funds of the Partnership are to be deposited in the Partnership name, in such depository or depositories as shall be designated by the General Partner.

(b) Withdrawals from any bank account of the Partnership shall be made upon such signature or signatures as the General Partner may from time to time designate.

17. Specific Performance

It is recognized by the parties that the provisions herein contained are of particular importance for the protection and promotion of their existing and future interests in the Partnership, or under these Articles, and that in the event of any breach of these Articles or failure to perform as required herein, a claim for monetary damages may not constitute an adequate remedy; and that it may, therefore, be necessary for the protection of the parties, their heirs, successors or assigns and for the effectuation of the provisions herein contemplated, in the event of a breach or non-performance of these Articles, to apply for specific performance thereof. It is, accordingly, hereby agreed that no objection to the form of the action, or to the relief prayed for in any proceeding for specific performance of this Agreement, shall be raised by any General or Limited Partner, his heirs, successors or assigns, or by the Partnership, in order that such relief may be obtained by any aggrieved General or Limited Partner or by the Partnership.

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18. Power of Attorney

The Limited Partner hereby constitutes and appoints the General Partner his true and lawful attorney, and in his name, place and stead to make, execute, sign, acknowledge, file, record and publish a Certificate of Limited Partnership and any other instruments and certificates as may be required under the laws of the State of Maryland, including but not limited to any duly adopted amendments to any such certificate or instrument (other than an amendment to this Agreement) and any cancellation thereof, and to include therein all information required by the laws of said State.

19. Address of Partners

Unless otherwise specified in a written notice sent by him to the Partnership, the address of each Partner for all purposes shall be as set forth next to his name as it appears in Articles 5 and 6 of this Agreement.

20. Indication of Consent

Whenever this Agreement provides for or refers to the consent of any specified number or proportion of Partners, a Partner may be conclusively deemed to have given his consent unless he shall have filed with the Partnership by registered or certified mail, his written objection to the action or course of conduct in question within ten (10) days after the mailing to him by the General Partner or by any Limited Partner, by United States registered or certified mail, postage prepaid, and return receipt requested, of a request for his consent.

21. Arbitration

Any dispute or controversy arising under, out of, in connection with or in relation to this Agreement, or any breach thereof, or in connection with the dissolution of the Partnership, shall be determined and settled by arbitration in Baltimore City upon the written request of any Partner, by an

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arbiter selected by the Acting Chief Judge of the United States District Court for the District of Maryland. Any award rendered therein shall be final and binding on each and all of the Partners having notice of the proceeding, whether or not they appear therein, and judgment may be entered thereon in any court of competent jurisdiction.

22. Amendment

This Limited Partnership Agreement may be amended by the affirmative vote of Partners entitled to not less than fifty-one percent (51%) of the profits of the Partnership.

23. Severability

In the event that any provision of these Articles of Limited Partnership is deemed to be void or invalid by any Court of competent jurisdiction, then these Articles of Limited Partnership shall remain in full force and effect, except for such provision.

24. Benefit

This Limited Partnership Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective permitted successors and assigns.

25. Gender

It is agreed that all references to the male gender shall also pertain to female and neuter genders and vice versa, and words in the singular number shall also be held to include the plural when the sense requires, and vice versa.

26. Investment Representation

Each partner hereby represents and warrants that the partnership interest being acquired by him is being acquired for his own account for investment only and not with a view to

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offer for sale or for sale in connection with the distribution  
or transfer thereof.

IN WITNESS WHEREOF, the undersigned have executed this  
Certificate of Articles of Limited Partnership under seal on the  
day and year first above written, and each individual signing  
this document hereby acknowledge it to be his or her act, or the  
act of the entity on whose behalf he or she has signed this  
Certificate, and as to all of the matters or facts required to  
be verified under oath, that to the best of his or her  
knowledge, information and belief, the matters and facts set  
forth herein are true in all material respects, such statement  
being made under the penalties of perjury.

WITNESS:

GENERAL PARTNER

\_\_\_\_\_

Charles Ezrine

(SEAL)

WITNESS:

LIMITED PARTNER

\_\_\_\_\_

Larry Becker, M.D.

(SEAL)

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all material respects, such statement being made under the  
penalties of perjury.

WITNESS:

GENERAL PARTNER




 (SEAL)  
Charles E. Eline

WITNESS:

LIMITED PARTNER



 (SEAL)  
Larry Becker, M.B.

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