

Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

FRANCES JONES MILLS
Secretary



FRANKFORT,
KENTUCKY

FOREIGN LIMITED PARTNERSHIP CERTIFICATE OF PROCESS AGENT

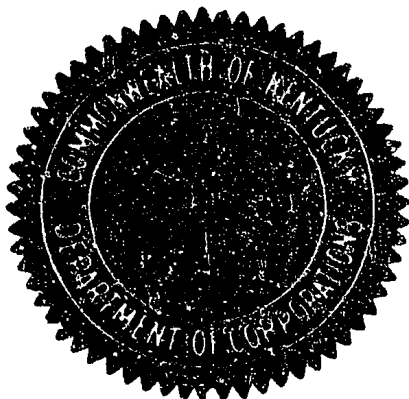
183113

Statement of foreign limited partnership required by Kentucky Statutes designating the address of its registered office to be at KENTUCKY HOME LIFE BLDG.

LOUISVILLE, KENTUCKY 40202

and C T CORPORATION SYSTEM as process agent, who may be served at the above address for the C. C. ASSOCIATES, LTD.

a foreign limited partnership, organized under the laws of the state of TENNESSEE Z EQUITY PROPERTIES CORPORATION and whose home business office address is 25TH FLOOR, FIRST AMERICAN CENTER; NASHVILLE, TENNESSEE 37238 has been received and filed in this office and said foreign limited partnership is now authorized to transact business in this state, subject to the restrictions imposed by law.



Witness my signature and seal of office this 2ND day of SEPTEMBER, 1980, at Frankfort, Kentucky

Frances Jones Mills
SECRETARY OF STATE

SECRETARY OF STATE

ASSISTANT SECRETARY OF STATE

LAW OFFICES
STENNIS LITTLE, P. C.

25TH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

M STENNIS LITTLE JR
JOHN B OWENS JR
GARY V WEBSTER
PATRICK A BURROW
DIANE P WEIS
CLAUDIA W DICKERSON
PENDLETON C WAUGH
MICHAEL D BRENT
TOMMY C ESTES

TELEPHONE
AREA CODE 615
259 1456

August 14, 1980

Secretary of State for
The Commonwealth of Kentucky
Frankfort, Kentucky 40601

RE: C. C. Associates, Ltd.

Gentlemen:

Enclosed is a certified copy of the Amended and Restated Certificate and Agreement of Limited Partnership for C. C. Associates, Ltd., a Tennessee limited partnership that is doing business in Kentucky together with a designation of registered agent for Service of Process in the state of Kentucky, for filing with you pursuant to K.R.S. § 362.095. We are also enclosing our checks for \$35,00 for the recording fee.

We would appreciate receiving acknowledgement at the above address of the filing on the enclosed carbon copy of this letter. Thank you.

Very truly yours,

STENNIS LITTLE, P.C.

Diane P. Weis

Enclosures

DPW/jst

Filed with the Kentucky Secretary of State on: _____

DESIGNATION OF AGENT FOR SERVICE OF PROCESS
FOR

C. C. ASSOCIATES, LTD.

A Tennessee Limited Partnership

ORIGINAL COPY FILED
SECRETARY OF STATE OF KENTUCKY,
FRANKFORT, KENTUCKY

SEP 02 1980

Samuel H. Halls
SECRETARY OF STATE

To the Secretary of State of the State of Kentucky

Pursuant to the provisions of Section 362.095 of the Kentucky Revised Statutes, the undersigned general partners of a foreign limited partnership submit the following statement for the purpose of designating the registered agent for the limited partnership in the state of Kentucky.

1. The registered office for the partnership in the state of Kentucky is C. T. Corporation System, Kentucky Home Life Building, Louisville, Kentucky 40202.

2. The registered agent for the partnership is C. T. Corporation System whose business address is Kentucky Home Life Building, Louisville, Kentucky 40202.

Dated: August 12, 1980.

C. C. ASSOCIATES, LTD.

by:

James S. F. Boyd
James S. F. Boyd, General
Partner

by:

John M. Ryan
John M. Ryan, General
Partner

LAW OFFICES
STENNIS LITTLE, P. C.

25TH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

H STENNIS LITTLE, JR
JOHN B OWENS, JR
GARY V WEBSTER
PATRICK A BURROW
DIANE P WEIS
CLAUDIA W DICKERSON
PENDELTON C WAUGH
MICHAEL D BRENT
TOMMY C ESTES

TELEPHONE
AREA CODE 615
259-3458

August 20, 1980

Tom W. Chandler, Esquire
Chandler & Dunn
114 East Main Street
Providence, Kentucky 42450

Re: C.C. Associates, Ltd.

Dear Mr. Chandler:

I am writing to summarize our telephone conversation of August 19, 1980, regarding the above-captioned partnership.

C.C. Associates, Ltd., is a Tennessee limited partnership, which registered with the Secretary of State of Kentucky pursuant to K.R.S. §362.095. The Secretary of State's office was of the opinion that the name C.C. Associates, Ltd., was similar enough to your corporation, C and C Enterprises, Inc., to require your consent for it to use the name C.C. Associates, Ltd., in the state of Kentucky.

As I indicated to you by telephone, the partnership's only business is to be a joint venturer in a joint venture named Central City Associates, which venture owns and operates a strip shopping center in Central City, Kentucky.

You indicated to me by telephone that you had no objection to the partnership's using the name C.C. Associates, Ltd., in the state of Kentucky. I would appreciate your indicating your consent by signing the enclosed copy of this letter and returning it to us in the enclosed envelope so we can submit it to the Kentucky Secretary of State.

Tom W. Chandler, Esquire
August 20, 1980
Page Two

Thank you for your cooperation in this matter.

Very truly yours,

STENNIS LITTLE, P.C.

Diane P. Weis

Diane P. Weis

cc: James S. F. Boyd
John M. Ryan

DPW:bp

I have been informed of the existence and purpose of C.C. Associates, Ltd., a Tennessee limited partnership, as described in this letter and I hereby consent to the partnership's using the name C.C. Associates, Ltd., in the state of Kentucky.

Date: 10-25-80

C and C Enterprises, Inc.

Attest:

Diane P. Weis

by:

Tom W. Chandler

Tom W. Chandler,

Secretary
Title

LAW OFFICES
STENNIS LITTLE, P. C.

25TH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

H STENNIS LITTLE, JR
JOHN B OWENS, JR
GARY V WEBSTER
PATRICK A BURROW
DIANE P WEIS
CLAUDIA W DICKERSON
PENDLETON C WAUGH
MICHAEL D BRENT
TOMMY C ESTES

August 14, 1980

SECRETARY OF STATE
RECEIVED

AUG 18 1980

COMMONWEALTH OF KENTUCKY

TELEPHONE
AREA CODE 615
259-3456

Secretary of State for
The Commonwealth of Kentucky
Frankfort, Kentucky 40601

RE: C. C. Associates, Ltd.

Gentlemen:

Enclosed is a certified copy of the Amended and Restated Certificate and Agreement of Limited Partnership for C. C. Associates, Ltd., a Tennessee limited partnership that is doing business in Kentucky together with a designation of registered agent for Service of Process in the state of Kentucky, for filing with you pursuant to K.R.S. § 362.095. We are also enclosing our checks for \$35.00 for the recording fee.

We would appreciate receiving acknowledgement at the above address of the filing on the enclosed carbon copy of this letter. Thank you.

Very truly yours,

STENNIS LITTLE, P.C.

Diane P. Weis

Diane P. Weis

Enclosures

DPW/jst

Filed with the Kentucky Secretary of State on: _____

*Will get written
consent.
C.C. Enterprises*

LAW OFFICES
STENNIS LITTLE, P. C.

25TH FLOOR
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238

August 29, 1980

H STENNIS LITTLE, JR
JOHN B OWENS, JR
GARY V. WEBSTER
PATRICK A BURROW
DIANE P WEIS
CLAUDIA W DICKERSON
PENDLETON C WAUGH
MICHAEL D BRENT
TOMMY C ESTES

RECEIVED

SEP 02 1980

TELEPHONE
AREA CODE 615
259-3458

SECRETARY OF STATE
COMMONWEALTH OF KY.

Secretary of State for
The Commonwealth of Kentucky
Frankfort, Kentucky 40601

Gentlemen:

RE: C. C. Associates, Ltd.

We are writing in follow-up to our letter of August 14, 1980, submitting the Agreement and Certificate of Limited Partnership for the above-captioned partnership for the recording in your office pursuant to KRS §362.095 and our subsequent telephone conversation with your office regarding C and C Enterprises, Inc.

Enclosed is the signed consent of C and C Enterprises, Inc., for C. C. Associates, Ltd., to use its name in the state of Kentucky. Please let us know if anything further is required.

Very truly yours,

STENNIS LITTLE, P.C.

Diane P. Weis

Diane P. Weis

Enclosures

cc: James S. F. Boyd
John M. Ryan

DPW:bp

C.C. ASSOCIATES, LTD.

AMENDED AND RESTATED CERTIFICATE AND
 AGREEMENT OF LIMITED PARTNERSHIP

IDENTIF. REFERENCE

Aug 13 2 55 PM '80

This Amended and Restated Certificate and Agreement of Limited Partnership hereby restates and replaces a Certificate of Limited Partnership, dated June 17, 1979, said Certificate being filed of record in Book 5448, page 979, Register's Office for Davidson County, Tennessee.

By this Amended and Restated Certificate and Agreement of Limited Partnership, the parties agree among themselves to continue to operate said limited partnership (hereinafter called the "Partnership"), pursuant to the provisions of Sections 61-201 to 61-230, Tennessee Code Annotated (Tennessee Uniform Limited Partnership Act) on the terms, covenants, and conditions following:

Article I
 Name and Place of Business

1. Name. The name of the Partnership is C. C. Associates, Ltd. Simultaneous with the execution of this Amended and Restated Certificate and Agreement of Limited Partnership, the partners shall sign, and shall cause to be filed for record in Davidson County, Tennessee and Muhlenburg County, Kentucky, a copy of the Certificate as required by the laws of Tennessee and Kentucky.
2. Place of Business. The principal place of business for the Partnership shall be located at the office of Equity Properties Corporation, 25th Floor, First American Center, Nashville, Tennessee 37238 or such other place as the General Partners may from time to time designate by giving written notice thereof to each of the limited partners and by causing the Certificate of Limited Partnership to be amended.
3. Formation. The parties hereto agree to continue to operate the limited partnership pursuant to the terms and conditions of the Tennessee Uniform Limited Partnership Act, contained in Tennessee Code Annotated, Section 61-201 through 61-230.

Article II
 Purposes

The purposes of the Partnership shall include, investing in, a Joint Venture and thereby to own, improve, operate, manage, and maintain certain real property and to construct thereon commercial structures which will be operated as rental properties. Notwithstanding the limited purposes set forth or any other provision contained herein, this Partnership shall be fully authorized to do all things necessary to achieve and accomplish its purposes including, but not limited to, the following:

A. To operate, maintain, and improve, or to buy, sell, own, convey, assign, mortgage, or lease any real estate or personal property necessary or required for the operation of the property and improvements to be built and owned by the Joint Venture.

B. To borrow money and issue evidences of indebtedness in furtherance of any and all objects of its business, and to secure the same by mortgage, pledge, or other lien, including specific authorization to execute any documents required to close the anticipated permanent loan from Southern Farm Bureau Life Insurance Company of Jackson, Mississippi to Central City Associates on behalf of the Partnership as a Co-Venturer.

C. To enter into any kind of activity, and to perform and to carry out contracts of any kind necessary, in connection with, or incidental to the accomplishment of the purposes of the Partnership.

D. To enter into and to continue to participate in any joint ventures necessary in order to carry out its purposes. The Joint Venture known as Central City Associates by and between C. C. Associates, Ltd., and Dennis M. Adams dated June 12, 1979, and to be amended of even date with the closing of the admission of the Investor Limited Partners to the Partnership are hereby specifically ratified by all partners executing this Agreement and the General Partners are specifically authorized to execute the Amended and Restated Joint Venture Agreement.

Article III Definitions

1. Acquisition Fee. The total of all fees and commissions paid by any party in connection with the purchase or development of property by the Partnership or the Joint Venture, except a development fee paid to a person not affiliated with a Sponsor, in connection with the actual development of a project prior to the admission of the Investor Limited Partners by the Partnership. Included in the computation of such fees or commissions shall be any real estate commission, acquisition fee, selection fee, development fee, non-recurring management fee, or any fee of a similar nature, however designated.

2. Agreement. This Amended and Restated Certificate and Agreement of Limited Partnership for C. C. Associates, Ltd.

3. Affiliate. Any person directly or indirectly controlling, controlled by or under common control with another person; any person owning or controlling ten (10%) percent or more of the outstanding voting securities of such other person; any officer, director, partner of such person; and, if such other person is an officer, director or partner, any company for which such person acts in any such capacity.

4. Assessments. Additional amounts of capital which may be mandatorily required or paid at the option of a partner beyond

his subscription commitment. Mandatory assessments are not allowed under the terms of this Agreement.

5. Capital Contribution. The gross amount of investment in a program by a partner, or all partners as the case may be.

6. Cash Flow. Partnership cash funds provided from operations including cash distributions from any joint ventures to which the Partnership is a partner, lease payments on net leases from builders and sellers, without deduction for depreciation, but after deducting cash funds used to pay all other expenses, debt payments, capital improvements and replacements.

7. Cash Available for Distribution. Cash flow less amounts set aside for restoration or creation of reserves required by any lenders or agreements or deemed necessary by the General Partners.

8. General Partners. The co-general partners of the Partnership are James S. F. Boyd and John M. Ryan. The term "general partners" is used throughout this instrument in order to cover any future situation whereby other general partners might exist. Any reference to "General Partners" shall refer to James S. F. Boyd and John M. Ryan specifically.

9. Investor Limited Partner. A limited partner who enters the Partnership by reason of purchasing a Partnership Unit. Such partner shall enter the partnership upon the execution of this agreement and the acceptance of his Subscription Agreement by the General Partners.

10. Organization and Offering Expenses. Those expenses incurred in connection with and in preparing the syndication of the Partnership for registration and subsequently offering and distributing it to the public, including sales commissions paid to the broker-dealers in connection with the distribution of Units in the Partnership. These expenses are further divided into organizational expenses and syndication fees and treated differently for federal income tax purposes.

11. Person. Any natural person, partnership, corporation, association, or other legal entity.

12. Partnership Management Fee. A fee paid to a Sponsor or other persons for management and administration of the Partnership.

13. Private Placement Memorandum. The final offering circular pursuant to which the Partnership will offer limited units in the Partnership and which describes in detail the proposed activities and operations of the Partnership, together with all related materials.

14. Proceeds. The aggregate dollar amount resulting from sales to investors of Units in the Partnership.

15. Project. Unless indicated otherwise this term includes a shopping center being constructed in Central City, Muhlenburg

County, Kentucky. The shopping center will be operated through a joint venture agreement between the Partnership and Dennis M. Adams; a resident of Nashville, Tennessee as co-venturers.

16. Property Management Fee. The fee paid for day-to-day professional property management services in connection with the Partnership's Project.

17. Sponsor. A sponsor is any person directly or indirectly instrumental in organizing, wholly or in part, the Partnership or any person who will manage or participate in the management of the Partnership, and Affiliates of any such person. The term sponsor does not include a person whose only relation with the project is as that of an independent property manager, whose only compensation is as such. The term does not include wholly independent third parties such as attorneys, accountants, and underwriters whose only compensation is for professional services rendered in connection with the offering of interests in the Partnership.

18. Subscription Agreement. An agreement to be signed by potential investor limited partners and accepted or rejected by the General Partners. A copy of the Subscription Agreement is attached to the Private Placement Memorandum for C. C. Associates, Ltd.

19. Unit(s). An interest in the Partnership representing a contribution of \$15,200 to the capital of the Partnership by the Investor Limited Partners.

Article IV Term, Dissolution and Continuation

1. Term. The Partnership shall dissolve on December 31, 2029, unless dissolved earlier under other terms of this Agreement.

2. Dissolution. The Partnership shall not dissolve on the bankruptcy, insanity, or death of a general partner unless the terms of paragraph 3 of this Article V call for such dissolution. The Partnership shall dissolve by action of the general partners subject to the Investor Limited Partners' right to approve termination by a majority of the then outstanding limited partnership Units.

3. Continuation. In the event of the death, bankruptcy (subject to the provisions of the Bankruptcy Reform Act of 1978), insanity or incompetency of any general partner, if there exists at that time more than one general partner, any remaining general partner or partners shall continue the business of the Partnership for the balance of the term of the Partnership with all of the property of the Partnership as before. If there shall be no remaining general partners, the Partnership shall not be dissolved unless (a) a majority of the then outstanding limited partnership Units vote to dissolve and wind-up the Partnership, or (b) the limited partners are unable to obtain a successor general partner(s). A successor general partner shall be elected within sixty (60) days after the occurrence of any of the aforementioned events by

a majority of the then outstanding partnership Units. The successor general partner will acquire all the interest of the former general partner for the fair market value of such interest as determined by an independent appraiser, payable to the former general partner or his legal representative. The successor general partner shall accept and agree in writing to be bound by and to adopt all terms of this Agreement, as amended.

Notwithstanding the above, no provision of this Article V shall be valid if such provision is determined to violate the Uniform Limited Partnership Act as adopted in the State of Tennessee. The invalidity of any such provision shall not affect the validity of any other provision hereof. It is expressly understood and agreed to among all parties to this Agreement that the parties will take all action to continue the Partnership for federal income tax purposes and for purposes of Tennessee law so long as such action does not violate the Uniform Limited Partnership Act as adopted in the State of Tennessee.

4. Winding Up. On dissolution of the Partnership, the general partners shall wind up the Partnership's affairs by completing any development project then in process, liquidating its assets, and applying its funds in the following manner: (1) the liabilities of the Partnership shall be paid or otherwise adequately provided for; and (2) the remaining proceeds shall be distributed in accordance with the provisions in Article VII.

Article V Books of Accounts, Reports and Tax Returns

1. Fiscal Year. The fiscal year of the Partnership shall be the calendar year.

2. Maintenance of Records. The general partners shall keep, or cause to be kept, full and accurate records of all transactions of the Partnership. Such records will be available for inspection and audit by any limited partner or his duly authorized representative (at the expense of such limited partner) during business hours at the principal office of the Partnership. The general partners will not be required to retain such records for a period in excess of that prescribed by any applicable law or regulation or required by good business practice.

3. Tax Returns. The general partners shall, within seventy-five (75) days after the end of the Partnership's tax year, prepare, or cause to be prepared, a federal income tax return for the Partnership and any required state income tax return to be prepared on the cash basis method of accounting. In connection therewith and in its sole discretion, the general partners shall make any available or necessary income tax elections. The seventy-five (75) day time period specified above may be increased to no more than ninety-five (95) days in extreme circumstances beyond the control of the general partners.

4. Reports to Limited Partners. The general partners shall

make or cause to be made the following reports to the limited partners:

(a) Within sixty (60) days after the end of the Partnership's first six-month period, and semi-annually with respect to each fiscal year thereafter, a report containing the following information:

- (i) a balance sheet, which may be unaudited;
- (ii) a statement of income for the six (6) months then ended, which may be unaudited;
- (iii) a cash flow statement for the six (6) months then ended, which may be unaudited; and
- (iv) other pertinent information regarding the program and its activities during the six (6) months covered by the report.

(b) Within one hundred twenty (120) days after the end of the Partnership's fiscal year, an annual report containing:

- (i) a balance sheet as of the end of its fiscal year and statements of income, partners' equity, and changes in financial position and a cash flow statement, for the year then ended, all of which, except the cash flow statement, shall be prepared in accordance with generally accepted accounting principles and accompanied by a report containing an opinion of an independent certified public accountant or independent public accountant;
- (ii) a report of the activities of the program during the period covered by the report;
- (iii) where projections have been provided to the holders of limited partnership interests, a table comparing the projections previously provided with the actual results during the period covered by the report; and
- (iv) distributions to limited partners for the period covered thereby, separately identifying distributions from (A) cash flow from operations during the period, (B) cash flow from operations during a prior period which had been held as reserves, (C) proceeds from disposition of property and investments, (D) lease

payments on net leases with builders and sellers, and (E) reserves from the gross proceeds of the offering originally obtained from the limited partners.

Article VI Capital Contributions

1. The Partnership will maintain for each partner an account to be designated his "Capital Account" to which will be credited the Partner's Capital Contributions and distributive shares of the profits of the Partnership and against which will be debited his distributive shares of the losses of the Partnership and all distributions made to him. A Partner's Capital Account may have a negative balance resulting from distributions out of cash flow and losses in excess of Capital Contributions and profits.

2. The original Capital Contribution of the Limited Partner is \$90.00. The original Capital Contribution of the General Partner is \$10.00. In addition, W. Gerald Ezell has contributed \$75,000 to the Joint Venture on behalf of the Partnership, which amount will be reimbursed to him upon the admission of the Investor Limited Partners.

3. Upon admission of Investor Limited Partners by means of the execution of this instrument, W. Gerald Ezell shall withdraw as a limited partner in exchange for his original Capital Contribution as a limited partner. James S. F. Boyd shall remain as General Partner. His original capital contribution as a general partner was \$10.00. Upon the admission of the Investor Limited Partner to the Partnership, five (\$5.00) dollars of James Boyd's original contribution shall be credited to a capital account for John M. Ryan, who then shall be admitted as a co-general partner. The Capital Contributions of the investor limited partners shall be \$15,200 per limited partnership Unit purchased. The number of Units owned by each Investor Limited Partner shall be set forth in the limited partner signature page executed by each Investor Limited Partner; such signature page to be attached to this instrument.

4. The limited partners will not be required to make additional Capital Contributions beyond those set forth in this Agreement. Nevertheless, if any limited partner advances funds to the Partnership other than his initial Capital Contribution upon admission, such advances will not increase such limited partner's Capital Contributions, but the amount thereof will be a debt due from the Partnership to such limited partner to be repaid with such interest as will be expressly agreed upon or, in the absence of such agreement, with interest at eight percent (8%) per annum.

Article VII Allocations of Profits and Losses

1. Profits, Gains, and Losses. The profits, gains, and losses of the Partnership and each item of gain, loss, deduction,

or credit entering into the computation thereof shall be determined in accordance with the cash basis method of accounting and shall be apportioned ninety percent (90%) to the limited partners and ten percent (10%) to the General Partners.

The profits, gains, and losses upon the sale or refinancing of the Partnership or any of its property shall be allocated ninety percent (90%) to the limited partners and ten percent (10%) to the General Partners.

2. Net Cash Flow. The Partnership shall make cash distributions of all Cash Available for Distribution, whether or not the Partnership has earned or will earn a profit (for accounting purposes) during the period for which the distribution is made. The cash shall be distributed 90 percent to the limited partners, 10 percent to the General Partners.

3. Net Proceeds of Refinancing or Sale. The net proceeds of the refinancing or sale of any Partnership property shall be distributed 90 percent to the limited partners and 10 percent to the General Partners. The net proceeds upon liquidation of the Partnership shall be allocated 10 percent to the General Partners and 90 percent to the limited partners.

4. Allocations Among Partners. For the purposes of this Article VII, any allocations to the limited partners shall be divided among the limited partners in the ratio of the number of Units owned by each compared to the total number of Units outstanding. The allocations to the General Partners shall be five (5%) percent to each General Partner, for an equal sharing of the ten (10%) percent allocation to the General Partners.

Article VIII General Partners

1. Authority. Subject to the provisions of Tennessee Code Annotated Section 61-209, the general partners shall have sole and complete charge of the affairs of the Partnership, and operate the Partnership business for the benefit of all partners. The general partners shall have authority to act on behalf of the Partnership, its business, and its property. Without limiting the generality of the above, the general partners shall have authority: (1) to employ, at the Partnership's expense, such agents, employees, independent contractors, attorneys and accountants as they consider reasonably necessary; (2) to create, by grant or otherwise, easements and servitudes; (3) to alter, improve, repair, raze, replace and rebuild the Partnership Property; (4) to let or lease property for any period, and for any purpose, including exploration for the removal of gas, oil, and other minerals and natural resources; (5) to effect necessary insurance for the proper protection of the Partnership and of (a) the general partners and limited partners, or (b) either the general partners or the limited partners; (6) to pay, collect, compromise, arbitrate, or otherwise adjust any and all claims or demands

of or against the Partnership; (7) to act for the Partnership in all transactions concerning the Partnership's real or personal property or business affairs, including the execution of all contracts, deeds, options, loan obligations, deeds of trust, and notes; (8) to effect the obligations of the Partnership pursuant to the Amended and Restated Joint Venture Agreement by and between the Partnership and Dennis M. Adams, being executed of even date with the admission of the Investor Limited Partner to the Partnership. The General Partners are specifically authorized to execute the said Amended and Restated Joint Venture Agreement on behalf of the Partnership. The general partners shall not have authority to reinvest any Cash Available for Distribution. The general partners shall not have the exclusive right to sell property for the Partnership but must abide by any rights of the limited partners to approve such sales.

2. Duties. The General Partners shall not be required to devote full time to the affairs of the Partnership, but shall devote such time, effort, and skill as may be necessary for the efficient and successful conduct and completion of the Partnership's business. The general partners must submit any information required by the official or agency administering the securities laws of any appropriate state, including, but not limited to, reports and statements required to be distributed to the limited partners.

3. Exculpation and Indemnification. The general partners (a) shall be held harmless and be indemnified by the Partnership for any liability by either of them solely by virtue of acting as general partners for the Partnership in connection with its activities; and (b) shall not be liable to the Partnership, nor to the limited partners for any loss suffered by the Partnership or the limited partners in connection with the Partnership's activities; provided that if such loss or liability arises out of any action or inaction of a general partner, such general partner must have determined, in good faith, that such course of conduct was in the best interest of the Partnership, and provided further, that such indemnification or holding harmless shall only be recoverable out of the assets of the Partnership and not from the limited partners. A general partner's entitlement to indemnity and relief from liability shall not apply, however, in the event of gross negligence or willful misconduct.

4. Loans. The general partners may make such loans to the Partnership as may be necessary or which they may deem advisable. Such loans shall bear interest at no more than amounts which would be charged by unrelated lending institutions for comparable loans for the same purpose in Nashville, Tennessee, and shall be repaid prior to any distribution of cash flow to any partner.

5. Compensation. A general partner may receive compensation for managing the Partnership, or shall arrange for the Partnership to be managed for a similar amount, provided however, that the compensation paid therefore is competitive in price and terms with the price charged by outside persons rendering comparable services.

Initially the entity managing the Partnership, is expected to be Equity Properties Corporation, an Affiliate of the James S. F. Boyd, which shall receive a fee of fifty dollars (\$50.00) per month for each joint venture entered into by the Partnership to defray the expenses of providing necessary recordkeeping and reporting services for the Partnership.

The general partners shall have the authority to approve the refinancing of the Partnership's or Joint Venture's property, subject to any rights of the limited partners to approve such refinancing.

6. Admission of Limited Partners. Subject to the provisions of Articles X and XII, the general partners shall have the exclusive authority to admit limited partners under such terms, conditions and covenants as, in their sole discretion, they deem just and equitable and in the best interest of the partnership, under the authority of Tennessee Code Annotated Section 61-209(f).

7. Continuation of Business. A general partner may continue the business with partnership property on the death, retirement, bankruptcy or insanity of another general partner.

8. Transfer of General Partnership Interest. A general partner shall not sell, transfer, incur, assign or otherwise dispose of all or any part of his interest as general partner in the Partnership without the consent of a majority in interest of the limited partners.

Except as provided in the above paragraph, any person who acquires, in any manner whatsoever, any interest of a general partner shall not be a general partner until the limited partners have accepted the transferee of the general partner as a new general partner and said general partner accepts and adopts all terms and provisions of this Agreement, as amended. Such person shall (to the extent of the interest transferred to him) acquire no more than the general partner's share in the net profits and losses and cash flow of the Partnership and distributions of the proceeds payable. Unless a successor general partner is selected and approved by the holders of a majority of the limited partnership units, the Partnership will dissolve upon such a transfer by all general partners.

9. Tax Status. The general partners will use their best efforts and take such steps within their control as may be reasonable to assure that the Partnership will be characterized as a "partnership" rather than as "association" for the purposes of federal income taxation.

10. Names. The General Partners are James S. F. Boyd, whose address is 25th Floor, First American Center, Nashville, Tennessee 37238 and John M. Ryan of 18 Perimeter Park, Suite 100, Atlanta, Georgia 30341. The original capital contribution of the General Partners is \$10.00.

11. Fiduciary Responsibility. The general partners shall have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership, whether or not in their immediate possession or control, and they shall not employ or permit another to employ such funds or assets in any manner except for the exclusive benefit of the Partnership.

12. Noncircumvention. Neither a general partner nor any Affiliate shall enter into any business arrangement that would circumvent the provisions of the agreement.

13. Prohibited Payments. No finders fees, commissions, or other compensation shall be paid to any person engaged by a potential investor for investment advice as an inducement to such advisor to advise the potential investor to purchase interests in the Partnership.

The Partnership shall not pay, directly or indirectly, a commission or fee to a general partner in connection with the reinvestment of the proceeds of the sale, exchange, or refinancing of the partnership property.

Article IX Limited Partners

1. The limited partners will not take part in the management or control of the business of the Partnership, nor will any limited partner receive any salary from the Partnership.

2. The limited partners as such will have no personal liability with respect to liabilities and obligations of the Partnership, except to the extent of their Capital Contributions and of distributions previously made to them.

Under the provisions of Tennessee Code Annotated Section 61-217, the liabilities of the limited partners as set forth above can be waived or compromised only by the consent of all members; but a waiver or compromise shall not affect the right of a creditor of the Partnership who extended credit or whose claim arose after the filing and before a cancellation or amendment of the certificate to enforce such liabilities. In addition, when a contributor has rightfully received the return in whole or in part of the capital of his contribution he is, nevertheless, liable to the Partnership for any sum not in excess of such return with interest necessary to discharge its liabilities to all creditors who extended credit or whose claims arose before such return.

3. Names. The original limited partner is W. Gerald Ezell, whose address is 19th Floor, First American Center, Nashville, Tennessee 37238. The original capital contribution of the limited partner is \$90.00.

Upon execution of this instrument, W. Gerald Ezell shall withdraw as limited partner in exchange for his original Capital Contribution as a limited partner. The Investor Limited Partners as set forth on the signature pages of this instrument shall be admitted to the Partnership upon the execution of this instrument and the acceptance by the General Partners of their Subscription Agreements.

4. Entry Into Partnership. All subscription proceeds shall be paid into a non-interest bearing segregated account with a national bank of the General Partners' choosing in Nashville, Tennessee. When all Units have been subscribed, and subject to the contingencies described in the Private Placement Memorandum, said proceeds shall be released to the Partnership and the investors admitted thereto as limited partners. The Partnership may not acquire property in exchange for limited partnership interests. Investor Limited Partners will not be admitted to the Partnership if certain technical defaults in the lease agreements and permanent financing commitment of the Joint Venture are not satisfactorily waived or cured prior to August 1, 1980 as more fully described in the Private Placement Memorandum.

5. Acceptance of Subscriptions. Subscriptions shall be accepted or rejected by the General Partners within their sole discretion on or before August 1, 1980. If rejected, all subscription monies shall be returned to the subscriber at the time the subscription is rejected.

6. Rights. Subject to the provisions of Article IX (1), the holders of a majority of the outstanding Units may without the concurrence of the general partners, vote to (1) amend the agreement, (2) dissolve the partnership, (3) remove a general partner and elect a new general partner, and (4) approve or disapprove the sale of all or substantially all of the assets of the Partnership. Removal of a general partner is subject to (a) prior appointment of a new general partner, (b) execution of indemnity agreements to the retiring general partner, and (c) compensation of the retiring partner, whether by the Partnership or the new general partner, for the fair market value of his general partner's interest, as determined by an independent appraiser. Any amendments to the Agreement that affect the rights, obligations, or interests of a general partner shall be made only with the consent of all of the general partners.

7. Access to Records. The limited partners and their designated representatives shall have access to all books and records of the Partnership at all reasonable times. A list of the names and addresses of all limited partners shall be maintained as part of the records of the Partnership and shall be made available on

request to any limited partner or his representative for the cost of reproduction.

8. Retirement, Death, Incompetency or Bankruptcy of a Limited Partner. Upon the death or legal incompetency of an individual Limited Partner, his personal representative will have all of the rights of a limited partner for the purpose of settling or managing his estate, and such power as the decedent or incompetent possessed to constitute a successor as an assignee of the interest in the Partnership and to join with such assignee in making application to substitute such assignee as a limited partner.

Article X Transfer of Partnership Interests

1. Transferability. A limited partner may not sell, transfer, or assign his interest in the Partnership, unless the provisions of this Article X are met:

(a) such limited partner and the purchaser, transferee, or assignee must execute, acknowledge and deliver to the general partners such instruments of transfer and assignment with respect to such transaction as may be reasonably requested by the general partners.

(b) such limited partner may not sell, transfer or assign less than his entire interest in the Partnership; and

(c) such limited partner must obtain the prior written consent of the general partners to such sale, transfer, or assignment, the granting of which shall be within the sole discretion of the general partners and may be arbitrarily and capriciously denied.

2. Consent of General Partners. Notwithstanding anything contained in this Agreement to the contrary, no purchaser, transferee or assignee of an interest in the Partnership shall have any right to become a substitute limited partner unless the general partners consent in writing to such substitution. The general partners shall have sole discretion to arbitrarily and capriciously refuse to grant such consent.

3. Requirements. No sale, transfer, assignment or substitution by a limited partner, which has otherwise been consented to by the general partners, shall be effective as against the Partnership until the purchaser, transferee, assignee, or substitute limited partner, and all the partners, execute all such certificates and other documents and perform all such other acts which the general partners deem necessary and appropriate to constitute such purchaser, transferee, or assignee as such or as a substitute limited partner and to preserve the limited liability status of the limited partners in the Partnership after the completion of such sale, transfer, assignment, or substitution under the laws of Tennessee. Each limited partner agrees upon request of the general partners

to execute such certificates or other documents and perform such other acts as may be reasonably requested by the general partners from time to time.

4. Effective Date. Any sale, transfer, or assignment of an interest in the Partnership or substitution of a limited partner made in compliance with this Article X shall be effective as of the first day of the calendar quarter in which the execution of such instruments, certificates, or other documents and the performance of such other acts by the partners is completed as provided in Articles X(1)(a) and X(10) or in which any required written consent thereto is given by the general partners pursuant to Articles X(1)(c), X(2) and X(10), whichever is later.

5. Allocations. The net profits and losses attributable to an assigned interest in the Partnership shall be allocated among the assignor and assignee of such interest as of the effective date of the assignment thereof, as provided in Article X(4).

6. Successor In Interest. Upon the death or incapacity of a limited partner, the successor in interest to such limited partner shall have the right to become a substitute limited partner upon written notice to the Partnership within ninety (90) days after the appointment of such limited partner's legal representative, but not later than one hundred eighty (180) days after the death or certified incapacity of such limited partner, and upon such successor executing this Agreement or an amendment hereto and such other documents as the general partners may request. If such right is not exercised, the legal representative of the deceased or incapacitated limited partner shall have the same rights, subject to the same limitations, as such limited partner would have had to assign or transfer his Unit pursuant to this Article X.

7. Restrictions. Notwithstanding anything contained in this Agreement to the contrary, the general partners may, in their sole discretion, provide that no Unit may be assigned or transferred without an opinion of counsel in form and substance satisfactory to the Partnership that (i) registration is not required under the Securities Act of 1933, as amended (ii) such assignment or transfer does not violate any applicable Federal or state securities, real estate syndication, or comparable laws; and (iii) such assignment or transfer would not cause a termination of the Partnership for federal income tax purposes.

8. Transfer Fee. The Partnership may charge the assignor or the assignee a transfer fee equal to the Partnership's actual cost of affecting the transfer.

9. Time of Admission. The general partners will not be required to amend the agreement of limited partnership to reflect the substitution of limited partners more than once per calendar quarter.

10. Additional Conditions for Admission to Partnership. No assignee or transferee of the whole or any portion of a limited partner's interest in the Partnership will have the right to become a Substitute Limited Partner in place of his assignor or transferor unless all of the following conditions are satisfied:

(a) A duly executed and acknowledged written instrument of assignment, setting forth the intention of the assignor that the assignee become a Substitute Limited Partner in his place, is delivered to the general partners.

(b) The assignor and assignee execute and acknowledge such other instruments as the general partners may deem necessary or desirable to effect such admission, including the written acceptance and adoption by the assignee of the provisions of this Agreement.

(c) The written consent of the general partners to such substitution is obtained, the granting or denial of which is within the sole discretion of the general partners.

Article XI Adjustment of Tax Basis

Upon the transfer of an interest in the Partnership, the Partnership may, at the discretion of the general partners, elect, pursuant to Section 754 of the Internal Revenue Code of 1954, as amended, to adjust the basis of the Partnership property as allowed by Section 734(b) and 743(b) thereof. The general partners intend to abide by a request to make such election, barring unforeseen circumstances. The election, if made, will be filed with the Partnership Information Income Tax Return for the first taxable year to which the election applies. All other elections required or permitted to be made by the Partnership under the Code shall be made by the general partners in such manner as will, in the opinion of the accountant and the legal counsel of the Partnership, be most advantageous to a majority in interest of the limited partners.

Article XII Additional Limited Partners

The Partnership may not sell additional Units of Partnership interest.

Article XIII Operational Policies

1. Loans to or from Sponsors. The Partnership shall not make loans to the general partners. The Partnership shall not borrow money from any Sponsor with terms as to interest rate and other finance charges and fees in excess of amounts that are charged by unrelated banks on comparable loans for the same purpose in the locality of the property. No prepayment charge or penalty shall be required on a loan made by a partner to the

Partnership except to the extent that such prepayment charge or penalty is attributable to the underlying encumbrance.

2. Purchases from General Partner. The Partnership shall not purchase or lease property (a) in which the general partners have an interest or (b) from any person in which the general partners have an interest at a price in excess of its independently appraised value. The general partners or any person in which the general partners have an interest may purchase property in his or its own name (and assume loans in connection therewith) and temporarily hold title thereto for the purpose of facilitating the acquisition of such property or the borrowing of money or obtaining of financing for the Partnership, provided that such property is purchased by the Partnership for a price no greater than the cost of such property to such purchaser and provided there is no increase in interest rates over those in effect at the time such property is acquired by such purchaser, nor any other benefit arising out of such transaction to such purchaser apart from compensation otherwise permitted by this Agreement.

The Partnership shall not sell or lease property to the general partners or an Affiliate of the general partners.

3. Capital Reserve. The general partners shall set aside a contingency reserve to be used whenever deemed appropriate to make improvements to Partnership properties or otherwise meet cash obligations of the Partnership. In the event expenditures are made from this reserve, operating revenue shall be allocated to such reserve to the extent necessary to maintain the foregoing level. This reserve may be reduced as properties are sold, the percentage reduction being equal to the percentage of the total capital contribution represented by the particular property being sold.

4. Bank Accounts. All funds of the Partnership will be deposited in such Partnership bank account or accounts as will be designated by the general partners. Withdrawals from any such bank account or accounts will be made upon such signature or signatures as the general partners may designate. The funds of the Partnership may not be commingled with the funds of any other person.

5. Investment in Other Partnerships. The Partnership shall not invest in limited partnership interests of any other partnership, but may invest in general partnerships and joint ventures.

6. Meetings. Meetings of the limited partnership may be called by the general partners or the limited partners holding more than ten (10%) percent of the then outstanding limited partnership interests, for any matters for which the partners may vote as set forth in this limited partnership agreement. A list of the names and addresses of all limited partners shall be maintained as part of the books and records of the limited partnership and shall be made available on request to any limited

partner or his representative at his cost. Upon receipt of a written request either in person or by registered mail stating the purposes of the meeting, the general partners shall provide all partners, within ten (10) days after receipt of said request, written notice (either in person or by registered mail) of a meeting and the purpose of such meeting to be held on a date not less than fifteen (15) nor more than sixty (60) days after receipt of said request, at a time and place convenient to participants.

Article XIV Representations

1. Representations of the General Partners. Each General Partner hereby represents, warrants, and covenants to the Partnership and to the partners that:

A. He has no knowledge of any actions at law or in equity nor any proceedings by or before any local or state governmental authority or agency pending which are not covered by insurance which would, if adversely determined, result in a material change in the assets, business or financial structure of such General Partner.

B. He has read the Private Placement Memorandum and the related exhibits, agreements, and documents and has determined that, to the best of his knowledge, no material misstatements or omissions of material facts exist.

C. He will take all necessary steps in order to comply with the applicable state and federal securities laws.

D. He knows of no reason that the proposed offering should not be registered in all applicable states and offered to residents of those states who meet the appropriate suitability standards as outlined in the Private Placement Memorandum.

E. To the best of his knowledge, the Partnership is a duly organized limited partnership validly existing under the laws of the State of Tennessee and the Partnership has complied, or will comply with all filing requirements necessary for the protection of the limited partners.

2. Representations of the Limited Partners. Each of the Investor Limited Partners, by signing this Agreement, hereby represents and warrants to the General Partners and to the Partnership as follows:

(a) He or he together with his Offeree Representative (i) have sufficient knowledge of real estate investments and financial and business matters to be capable of evaluating the merits and risks of an investment in the Partnership; (ii) have examined the Private Placement Memorandum and all applicable documents and such applicable information as he or they deem necessary to properly evaluate the investment and (iii) have had an opportunity

to ask questions of and receive answers from the General Partners, or a person or persons acting on their behalf, concerning the Partnership and the Project of this investment, and all such questions have been answered to his or their full satisfaction.

(b) Except as set forth in this agreement and in the Private Placement Memorandum, no representations or warranties have been made to him by the Partnership, the General Partners, the Selling Agent, or any agent, employee or Affiliate of any of them, and that in entering into this transaction he is not relying upon any information, other than that contained in the Private Placement Memorandum and his own independent investigation.

(c) He understands that the Partnership Units have not been registered under the Federal Securities Act of 1933 in reliance on exemptions therefrom for non-public offerings and further understands that the Partnership Units have not been approved or disapproved by the United States Securities and Exchange Commission, or any other federal or state agency.

(d) He (i) has adequate means of providing for his current needs and possible personal contingencies and has no need for liquidity of his investment in the Partnership; (ii) has a net worth (exclusive of home, furnishings and automobiles) of not less than \$100,000; and (iii) has, and anticipates that he will continue to have for the foreseeable future, annual taxable income at a sufficient level so that the Federal income tax bracket at which a substantial portion of any potential losses from this investment will be applied is at least 50% (46% for corporations).

(e) He is acquiring his Partnership Unit for his own account for investment purposes only, and not with a view to the sale or other distribution thereof in whole or in part.

(f) He is aware that (i) the Partnership and the Joint Venture have recently been formed and neither has a financial or operating history; (ii) the Partnership Units are speculative investments and involve a high degree of risk of loss of his entire investment in the Partnership; (iii) there are substantial restrictions on the transferability of the Partnership Units; the Partnership Units will not be, and Investor Limited Partners have no rights to require that the Partnership Units be, registered under the Securities Act of 1933; there will be no public market for the Partnership Units; he will not be able to avail himself of the provisions of Rule 144 adopted by the Securities and Exchange Commission under the Securities Act of 1933 with respect to the resale of the Partnership Units; and, accordingly, he may be required to hold his Partnership Units for an indefinite period; (iv) any federal income tax benefits which may be available to him are not susceptible to absolute prediction, and they may be lost through audit adjustments to Partnership income tax returns, adoption of new laws, amendments to existing laws or regulations, or changes in the interpretation of existing laws and regulations;

(v) the financial projections included in the Private Placement Memorandum have been included therein for illustrative purposes only, and no assurance has been given that actual results will correspond with the results contemplated therein; and (vi) investment in the Partnership involves certain risks, and he has taken full cognizance of and understands all of the risk factors related to the purchase of Partnership Units.

Article XIV
Miscellaneous Provisions

1. Other Interest of Partners. Any partner may engage in and/or possess interests in other business ventures of every nature and description, independently or with others, including but not limited to the ownership, financing, leasing, operation, management, syndication, brokerage and development of real property; and neither the Partnership nor any partner will have any rights by virtue of this Agreement or the existence of this Partnership in and to said independent ventures or to the income or profits derived therefrom.

2. Covenant to Sign Documents. Each party covenants on behalf of himself and his successors and assigns to execute, with acknowledgement or affidavit if required, any and all documents and writings that may be necessary or expedient in the creation of this Partnership, the achievement of its purpose, or the consummation of any matter covered by this Agreement, specifically including the Amended and Restated Certificate and Agreement of Limited Partnership and all amendments to it, as well as any cancellation of it.

3. Power of Attorney. Each of the limited partners irrevocably constitutes and appoints James S. F. Boyd and John M. Ryan and their successors as General Partners of the Partnership as his true and lawful attorneys-in-fact, in his name, place and stead, to make, execute, acknowledge, swear to and file any of the following documents, with authority to be limited, however, solely to such documents as the limited partners have agreed elsewhere in this agreement to execute and deliver, or such documents as may be required to clarify the terms of any agreement among the parties; including specifically:

(a) this Amended and Restated Certificate and Agreement of Limited Partnership,

(b) any other instrument that may be required to be filed by the Partnership under the laws of the State of Tennessee or the laws of the State of Kentucky to constitute the Partnership as a limited partnership and to be able to take title to real property or to execute documents required to effectuate loans and security interests required by lenders to the Partnership or the Joint Venture,

(c) Any Document which may be required to effect the continuation of the Partnership, the admission of a substitute limited partner, a clarification of the Partnership agreement, a

correction of typographical errors, or the dissolution and termination of the Partnership. This paragraph does not override any other paragraph of this Agreement; nor is it to deprive any limited partner of his rights under this Agreement, but is intended only to provide a simplified system for execution of documents. This Power of Attorney is coupled with an interest and shall survive the delivery of an assignment of a limited partnership interest; except that where the assignee thereof has been approved by the general partners for admission to the Partnership as a substitute limited partner, the power of attorney shall survive the delivery of such assignment for the sole purpose of enabling the general partners to execute, acknowledge and file any instrument necessary to effect such substitution. Each Investor Limited Partner by executing this Partnership Agreement hereby agrees to be bound by all of the representations of the General Partners and their successors as his attorneys-in-fact and waives any and all defenses which may be available to him to contest, negate or disaffirm the actions of the General Partners or their successors under this power of attorney, and hereby ratifies and confirms all acts which said attorneys-in-fact may take as attorneys-in-fact hereunder in all respects as though performed by such Investor Limited Partner. This power of attorney may be exercised by any one general partner executing an instrument as attorney-in-fact for an Investor Limited Partner.

4. Notices. All notices that any of the parties may desire or that may be required to give notice to any of the other parties shall be in writing and shall be given either personally or by prepaid certified mail directed to the parties' respective addresses as shown on the signature pages of this Agreement, or as later entered on the books of the Partnership pursuant to written notification to the general partners. Each notice shall be signed by the party or parties giving notice.

5. Recovery of Attorney's Fees. In any actions between the parties to enforce any of the terms of this Agreement or of any other contract relating to the Partnership, or an action in any other way pertaining to the Partnership affairs or this Agreement, the prevailing party shall be entitled to recover expenses, including a reasonable attorney's fee.

6. Right to Purchase other Property. Nothing contained in this Agreement shall preclude any partner from purchasing any real property, including real property in the locality of which constitutes the subject matter of this Partnership, without notice to the other partners, without participation by the other partners, and without liability to them or any of them. Each partner waives any rights he may have against the others for capitalizing on information learned as a consequence of his connection with the affairs of the Partnership.

7. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior writings or representations. Or due execution it shall be binding on the parties, their executors, administrators, heirs, successors, personal representatives, and assigns.

8. Counterparts. This Partnership Agreement may be executed in counterparts, and as executed shall constitute one agreement, binding on all the parties, even though all the parties do not sign the original or the same counterpart.

9. Captions. The captions contained herein are provided merely for convenience and are to be given no legal significance.

10. Tennessee Uniform Limited Partnership Act. This Agreement is intended to comply with the Uniform Limited Partnership Act as adopted by the State of Tennessee. Any provision of this Agreement which is determined to violate said Act shall not be valid. The invalidity of any such provision shall not affect the validity of any other provision hereof.

IN WITNESS WHEREOF, this Agreement has been executed
 this 17th day of July, 1980.

GENERAL PARTNER

John M. Ryan
 John M. Ryan

NOTARIZATION

STATE OF Tennessee
 COUNTY OF DeKalb

Personally appeared before me, Diane P. Willis, a
 Notary Public in and for the said State and County, the within
 named John M. Ryan, with whom I am personally acquainted, and
 who swore that he executed the within instrument for the purposes
 therein contained.

WITNESS my hand and official seal at Rockwell,
Tennessee, this 17th day of July, 1980.

Diane P. Willis
 Notary Public



My commission expires:

1/22/84

IN WITNESS WHEREOF, this Agreement has been executed
 this 11th day of August, 1980.

ORIGINAL LIMITED PARTNER

W. Gerald Ezell
 W. Gerald Ezell

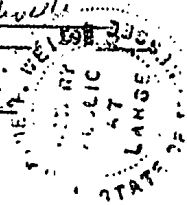
NOTARIZATION

STATE OF Mississippi
 COUNTY OF Jefferson

Personally appeared before me, David P. Ullrich, a
 Notary Public in and for the said State and County, the within
 named W. Gerald Ezell, with whom I am personally acquainted, and
 who swore that he executed the within instrument for the purposes
 therein contained.

WITNESS my hand and official seal at Nashville
Tennessee, this 11th day of August

David P. Ullrich
 Notary Public



My commission expires:

8-30-83

G.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: 8-4, 1980

Information on Limited Partner: Limited Partner
No. of Units Subscribed for: One Individual Ownership

Unofficial witness (for Georgia subscribers) Signature

Name(s) of owner(s): Valley Fidelity Bank & Trust Co. Inc. Trustee, Anesthesia Group Pension Trust
Social Security Number: 42-02-00080
Joint Ownership (Check One)
 Joint Tenants with Right of Survivorship (both parties must sign)
 Tenants in common (both parties must sign)

Address(es) of owner(s)
Valley Fidelity Bank & Trust Co. Inc.
601 Market Street
Knoxville, TN 37902
(Zip Code)

Trust Ownership
Valley Fidelity Bank & Trust Co., Inc. Trustee
Anesthesia Group Pension Trust
Trustee
Valley Fidelity Bank & Trust Co., Trustee of George H. Finer, M.D., by Sharon J. Coffey, Vice President and Trust Officer.

NOTARIZATION

STATE OF Tennessee
COUNTY OF Knox

Personally appeared before me, William R. Gallagher a Notary Public, in and for said State and County, the within named Sharon J. Coffey, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Knoxville, Tennessee, this 4th day of August, 1980.

William R. Gallagher
Notary Public

My commission expires: January 19, 1981



C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after

Dated: 8-8-80, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for: ONE (1)

Individual Ownership
A Robert B Barnett
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s): Robert B. Barnett, M.D.

Joint Ownership (Check One)

Social Security Number: 305-48-3141

Joint Tenants with Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Address(es) of owner(s)
1921 Hayes St.
Nashville, TN
37203
(Zip Code)

Trust Ownership

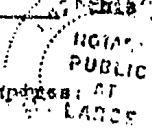
Trustee

NOTARIZATION

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Lois L. Rucker, a Notary Public, in and for said State and County, the within named Robert B. Barnett, M.D., with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

1 WITNESS my hand and official seal, at Nashville, Tennessee, this 8 day of August, 1980.



Lois L. Rucker
Notary Public

My commission expires: 10-12-82

C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: _____, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

ONE

Individual Ownership

Unofficial witness (for Georgia subscribers)

Signature

Name(s) of owner(s):

ANDREW LAIRD BRISON

Joint Ownership
(Check One)

Social Security Number:

264-58-2829

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

7214 CLEARING DR

KNOXVILLE, TN

37919
(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, Janice E. Hailey, Notary Public, in and for said State and County, the within named Andrew Laird Brison, with whom I am personally acquainted, and who swore that they, (she), (they), (being) duly authorized so to do in the case of a Trustee, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 28th day of July, 1980.

My commission expires:

7-17-83

Janice E. Hailey
Notary Public

AT
1206

C. C. ASSOCIATES, LTD.

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein after.

Dated: July 25 1980

Information on Limited Partner:

Limited Partner:

No. of Units Subscribed for:

Two

Individual Ownership

Dorilyn P. Crafton
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

Dorilyn P. Crafton

Joint Ownership
(Check One)

Social Security Number:

415-416-1045

Joint Tenants with
Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Address(es) of owner(s)

1016 Old Jackson Road

Trenton, Tennessee

Trust Ownership

38282
(Zip Code)

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Davidson

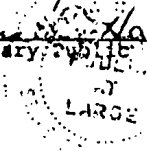
Personally appeared before me, James C. Harkey, a Notary Public, in and for said State and County, the within named Dorilyn P. Crafton, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 22 day of July, 1980.

James C. Harkey
Notary Public

My commission expires:

7-17-83



C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-
after.

Dated: 7/14, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

Individual Ownership

Unofficial witness (for Georgia subscribers)

Signature

Name(s) of owner(s):

Joint Ownership
(Check One)Alfred M. CreswellJean M. CreswellJoint Tenants with
Right of Survivorship (both
parties must sign)

Social Security Number:

414-20-9521 Alfred515-32-9555 JeanTenants in common (both
parties must sign)

Address(es) of owner(s)

441 Rochelle DriveNashville, TN 37220

Trust Ownership

(Zip Code)

Trustee

NOTARIZATION

STATE OF KentuckyCOUNTY OF Anderson

Personally appeared before me, Elizabeth M. Long, a Notary Public, in and for said State and County, the within named Alfred M. Creswell & Jean M. Creswell, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, this 14th day of July, 1980.

My commission expires:

Oct 15, 1983

Elizabeth M. Long
Notary Public

C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: Aug. 6, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for: One

Individual Ownership

William W. Gilley
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

William W. Gilley

Joint Ownership
(Check One)

Social Security Number:



Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

119 West Market St.
Kingsport, Tenn

37664
(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF William

Personally appeared before me, Shirley S., a Notary Public, in and for said State and County, the within named William W. Gilley, with whom I am personally acquainted, and who swears that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Kingsport, Tennessee, this 6th day of August, 1980.

Shirley S.
Notary Public

My commission expires:

Jan 24, 1982

C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: July 25, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

ONE (1)

Individual Ownership

Unofficial witness (for Georgia subscribers)

Signature

Name(s) of owner(s):

SAMUEL A. HARRISON

Joint Ownership
(Check One)

Joint Tenant with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

LAKEMEN DR

London TN 37224

(Zip Code)

Trust Ownership

Trusted

NOTARIZATION

STATE OF Tennessee

COUNTY OF London

Personally appeared before me, Ray B. Townsend, a Notary Public, in and for said State and County, the within named S. A. Harrison, with whom I am personally acquainted, and who swears that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at London, Tennessee, this 25 day of July, 1980.

Ray B. Townsend
Notary Public

My commission expires:

2-11-81

LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

BOOK 5636 PAGE 722

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth hereinafter.

Dated: 7-30- 1980

Information on Limited Partner: Limited Partner

No. of Units Subscribed for:

(ONE) 1

Individual Ownership

x Harry F. Hester
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

HARRY F. HESTER

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

627 GALLATIN RD

MADISON, TN

37115
(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

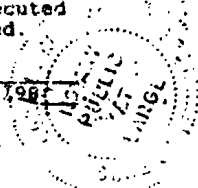
COUNTY OF Madison

Personally appeared before me, _____, a Notary Public, in and for said State and County, the within named _____, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at _____, this 30 day of _____, 1980

Notary Public

My commission expires:



LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

5045636 723

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: July 31, 1960

Information on Limited Partner: Limited Partner

No. of Units Subscribed for:

ONE

Individual Ownership

Unofficial witness (for Georgia subscribers)

Wita L Hunter Signature

Name(s) of owner(s):

Neta L Hunter

Joint Ownership (Check One)

Social Security Number:

Joint Tenants with Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Address(es) of owner(s)

5200 Ayres Drive

Knoxville, Tenn 37918 (Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Knox

Personally appeared before me, [Notary Name], Notary Public, in and for said State and County, the within named [Name], with whom I am personally acquainted, and who swore that (he), (she), (they), (being) duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at [Location], this [Date] day of [Month], 1960.

[Signature] Notary Public

My commission expires:

January 24 1962

C.C. ASSOCIATES, LTD

500 5636 724

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: Aug 11, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

1

Individual Ownership

Unofficial witness (for Georgia subscribers)

Signature

W. Dean Howell

Name(s) of owner(s):

W. Dean HowellJoint Ownership
(Check One)

Social Security Number:

Joint Tenants with
Right of Survivorship (both
parties must sign)Tenants in Common (both
parties must sign)

Address(es) of owner(s)

Route 10, Box 620Mountain View37514
(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF GeorgiaCOUNTY OF Jefferson

Personally appeared before me, Neil Manley, Notary Public, in and for said State and County, the within named W. Dean Howell, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Jefferson, this 11 day of August, 1980.

Neil Manley

Neil Manley
Notary Public

My commission expires:

April 3, 1984

LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

BOOK 5636 PAGE 725

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: July 8, 1980

Information on Limited Partner: Limited Partner

No. of Units Subscribed for:

One (1)

Individual Ownership

Robert Kolwyck
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

Robert Kolwyck

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Address(es) of owner(s)

East Main Street

Brownsville, TN 38012

(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Madison

Personally appeared before me, E. Wallace Smith, a Notary Public, in and for said State and County, the within named Robert Kolwyck, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Madison, Tennessee, this 8th day of July, 1980.

E. Wallace Smith
Notary Public

My commission expires:

March 19, 1984

C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: 3-11, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

Individual Ownership

ONE

Harold C. Martin
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

HAROLD C. MARTIN

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)



Address(es) of owner(s)

200 Lake Court Dr.
Knoxville, TN 37912

Trust Ownership

(Zip Code)

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Knox

Personally appeared before me, Janice E. Huxley, a Notary Public, in and for said State and County, the within named Harold C. Martin, with whom I am personally acquainted, and who swore that (he) (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Knoxville, Tennessee, this 11th day of August, 1980.

Janice E. Huxley
Notary Public

My commission expires:

7-17-83

C.C. ASSOCIATES, LTD

BOOK 5636 PAGE 727

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: 7-8, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

ONE

Individual Ownership

Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

JOHN C. MASTERJoint Ownership
(Check One)

Social Security Number:

Joint Tenants with
Right of Survivorship (both
parties must sign)Tenants in common (both
parties must sign)

Address(es) of owner(s)

963 OVERTON LPA RDNASHVILLE, TN37420

(Zip Code)

Trust Ownership

Trustee

NOTARIZATIONSTATE OF TennesseeCOUNTY OF Davidson

Personally appeared before me, James E. Kline, a Notary Public, in and for said State and County, the within named D. John Master, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 8th day of July, 1980.

James E. Kline
Notary Public

My commission expires:

7-17-83

LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

5005636 PAGE 728

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth hereinafter.

Dated: July 31st, 1986

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

TWO

Individual Ownership

Unofficial witness (for Georgia subscribers)

[Signature]
Signature

Name(s) of owner(s):

JOHN M. MOORE JR, MD

Joint Ownership
(Check One)

Social Security Number
[Redacted]

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

Box 89 Route 1

TRENTON TN 37382

Trust Ownership

(Zip Code)

Trustee

NOTARIZATION

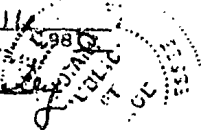
STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, Janice C. Hailey, a Notary Public, in and for said State and County, the within named John M. Moore Jr, M.D., with whom I am personally acquainted, and who swore that he, (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Alshville, Tennessee, this 31st day of July, 1986

Janice C. Hailey
Notary Public



My commission expires:

7-17-83

C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: Aug 6, 1980

Information on Limited Partner: Limited Partner
 No. of Units Subscribed for: THIRTY Individual Ownership

Unofficial witness (for Georgia subscribers): _____ Signature _____

Name(s) of owner(s): THE ESTATE OF KEVIN + ANNE M.D. P.C. Joint Ownership (Check One)
TRUST

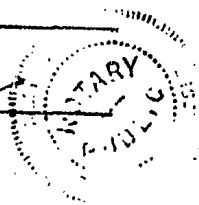
Joint Tenants with Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Social Security Number: _____

Address(es) of owner(s): 123 ALCOA HWY
KNOXVILLE, TN 37420

Trust Ownership Trustee (Signature)



NOTARIZATION

STATE OF Tennessee
 COUNTY OF Knox

Personally appeared before me, Debra K. Martin, a Notary Public, in and for said State and County, the within named Kevin + Anne M.D. P.C., with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Knoxville, this 6th day of August, 1980.

Debra K. Martin
 Notary Public

My commission expires:

MY COMMISSION EXPIRES APRIL 14, 1982

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: 6/11/1980, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

Individual Ownership

ONE

Unofficial witness (for Georgia subscribers)

Signature

Name(s) of owner(s):

~~Wanted to be an Limited Partnership~~

Ralph M. Nixon

George M. Short

Joint Ownership
(Check One)

Social Security Number:

Joint Tenants with
Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Address(es) of owner(s)

6515 Spring Drive

382501, GA

382501

(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Mississippi

COUNTY OF Madison

Personally appeared before me, Lisa H. Anglin, a Notary Public, in and for said State and County, the within named Ralph M. Nixon & George M. Short, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Jackson, Mississippi, this 11th day of August, 1980.

Lisa H. Anglin
Notary Public

My commission expires:

March 14, 1984

C.C. ASSOCIATES LTD

BOOK 56305 PAGE 732

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: 8-8, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

(ENC 1)

Individual Ownership

Phillip P. Porech
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

Phillip P. Porech, M.D.

Joint Ownership
(Check One)

Social Security Number:

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

1921 HAYES ST.

Nashville, TN

37203
(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Kentucky

COUNTY OF Madison

Personally appeared before me, LOLA L. PUGH, a Notary Public, in and for said State and County, the within named Phillip P. Porech, M.D. with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, August day of 1980.

My commission expires:

10-11-82

Lola L. Pugh
Notary Public

C.C. ASSOCIATES, LTD

900-5636 (Ext 733)

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth hereinafter.

Dated: July 15, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for: One

Unofficial witness (for Georgia subscribers)

Individual Ownership:

Fred A. Rose
Signature

Name(s) of owner(s):

Fred A. RoseJoint Ownership
(Check One)Joint Tenants with
Right of Survivorship (both
parties must sign)Tenants in common (both
parties must sign)

Social Security Number

Address(es) of owner(s)

1421 Chestwood Drive
Knoxville, Tenn. 37914

Trust Ownership

(Zip Code)

Trustee

NOTARIZATIONSTATE OF TennesseeCOUNTY OF Knox

Personally appeared before me, Debra K. Martin, a Notary Public, in and for said State and County, the within named Fred A. Rose, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Knoxville, Tennessee, this 15th day of July, 1980.

Debra K. Martin
Notary Public

My commission expires:

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

BOOK 5636 PAGE 734

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: 8/8, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

one (1)

Individual Ownership

Victor H. Rumore
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

Victor Rumore

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

222 Wilson Ave

Nashville, TN

37205
(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Anderson

Personally appeared before me, Walter L. Rumore, Jr., a Notary Public, in and for said State and County, the within named Victor Rumore, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, this 8th day of August, 1980.

Walter L. Rumore, Jr.
PUBLIC

Walter L. Rumore, Jr.
Notary Public

My commission expires:

10-17-82

GCC ASSOCIATES, LTD

5005636 W. 735

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: Aug 11, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

Individual Ownership

1

Signature

Unofficial witness (for Georgia subscribers)

Joint ownership (Check One)

Name(s) of owner(s):

Howard L. Salzer, M.D., P.C.

Joint Tenants with Right of Survivorship (both parties must sign)

MONEY FROM A 401K PENSION PLAN

Tenants in common (both parties must sign)

Social Security Number:

Trust Ownership

[Signature]
Trustee

Address(es) of owner(s)

1900 Patterson St.

NASHVILLE, TN 37203

(Zip Code)

NOTARIZATION

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, Janice E. Harley, a Notary Public, in and for said State and County, the within named Howard L. Salzer, M.D. with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 11th day of August, 1980.

[Signature]
Notary Public

My commission expires:

7-17-83

C.C. ASSOCIATES, LTD

BOOK 5636 PAGE 737

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after

Dated: July 5, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for: One

Individual Ownership
George W. Sisk
Signature

Unofficial witness (for Georgia subscribers)

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Trust Ownership

Trustee

Name(s) of owner(s):
George W. Sisk

[Redacted]

Address(es) of owner(s)
629 Laurel Dr
Waco, TX
37115
(Zip Code)

NOTARIZATION

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, Janice E. Hailey, a Notary Public, in and for said State and County, the within named George W. Sisk, with whom I am personally acquainted, and who swore that he (she), (they), (being duly authorized so to do in the case of a trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 5th day of July, 1980.

Janice E. Hailey
Notary Public

My commission expires:

7-12-83

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: 8-8-80, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

ONE (1)

Individual Ownership

Unofficial witness (for Georgia subscribers)

John M. Tudor
Signature

Name(s) of owner(s):

John M. Tudor, M.D.

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

1921 Hayes ST

Nashville, TN

37203

(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF DeKalb

Personally appeared before me, John L. Purdie, a Notary Public, in and for said State and County, the within named John M. Tudor, M.D., with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, this 8 day of August, 1980.

John L. Purdie
PUBLIC
AT

Notary Public

My commission expires: 10-11-82

LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

50065636 LC 739

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: July 31, 1980

Information on Limited Partner: Limited Partner
No. of Units Subscribed for: 666 Individual Ownership

Unofficial witness (for Georgia subscribers) Signature

Name(s) of owner(s):
UNITED OCEANIC TRUST
PENSION TRUST

Joint Ownership
(Chuck One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Social Security Number:
[REDACTED]
INDIVIDUAL, IDA

Tenants in common (both
parties must sign)

Address(es) of owner(s)
6401 BRUNN DR.
KNOXVILLE, TN
37914
(Zip Code)

Trust Ownership
X [Signature]
Trustee for UNITED OCEANIC TRUST
PENSION TRUST

NOTARIZATION

STATE OF TENNESSEE
COUNTY OF KNOX

Personally appeared before me, M. DEXTER NICHOLS, a Notary Public, in and for said State and County, the within named WANDA S. WOODRUFF, with whom I am personally acquainted, and who swore that (he) (she), (they), (being duly authorized so to do in the case of a trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at KNOXVILLE, TENNESSEE, this 31st day of JULY, 1980.

[Signature]
Notary Public

My commission expires:
4-22-91

LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

9005636 INC 740

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: July 28, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

1 (one)

Individual Ownership

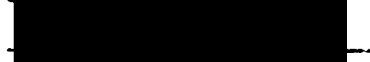
Unofficial witness (for Georgia subscribers)

Signature

Name(s) of owner(s):

R. G. WHITEJoint Ownership
(Check One)

Social Security Number:

Joint Tenants with
Right of Survivorship (both
parties must sign)

Address(es) of owner(s)

440 TYSON AVE
PARIS, TN. 38242Tenants in common (both
parties must sign)

(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF TennesseeCOUNTY OF Davidson

Personally appeared before me, Janice E. Harley, a Notary Public, in and for said State and County, the within named R. G. White, with whom I am personally acquainted, and who swore that (he) (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 28 day of July, 1980.

Janice E. Harley
Notary Public

My commission expires:

7-17-83

C.C. ASSOCIATES, LTD

BOOK 5636 PAGE 743

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein after.

Dated: July 15th 1980

Information on Limited Partner:

Limited Partner

No. of Units subscribed for:

ONE

Individual Ownership

Unofficial witness (for Georgia subscribers)

Signature

Name(s) of owner(s):

RONALD F. YATTEAU, III, D.

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Address(es) of owner(s)

7101 MERIDIAN DR

KNOXVILLE TN

37917
(Zip Code)

Trust Ownership

Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Randolph

Personally appeared before me, James C. Haskley, a Notary Public, in and for said State and County, the within named Ronald F. Yatteau, M.D., with whom I am personally acquainted, and who swore that (he) (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 25th day of JULY, 1980.

James C. Haskley
Notary Public

My commission expires:

7-17-83

C.C. ASSOCIATES, LTD

500 5636 742

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: July 28, 1980

Information on Limited Partner:

Limited Partner

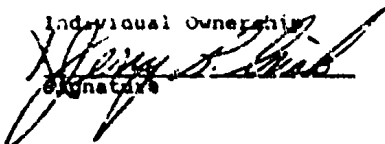
No. of Units Subscribed (or):

1 (one)

Individual Ownership

Unofficial witness (for Georgia subscribers):

Signature



Name(s) of owner(s):

Jerry L. Crick

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Number:

Address(es) of owner(s):

P. O. Box 7

Greenville, Kentucky 42345

Trust Ownership

(Zip Code)

Trustee

NOTARIZATION

STATE OF Kentucky

COUNTY OF Muhlenberg

Personally appeared before me, Caroline Pruitt, a Notary Public, in and for said State and County, the within named Jerry L. Crick, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Greenville, Kentucky, this 28th day of July, 1980.

Caroline Pruitt
Notary Public

My commission expires:

May 1, 1983

C.C. ASSOCIATES, LTD

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: August 6, 1980

Information on Limited Partner: Limited Partner
 No. of Units Subscribed for: One Individual Ownership

Unofficial witness (for Georgia subscribers)

Signature

Name(s) of owner(s):

Fayne Davis Parrott &
 Lang, P.S.C. Pension Plan

Joint Ownership
 (Check One)

Social Security Number:

Joint Tenants with
 Right of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Address(es) of owner(s)

P.O. Box 959
Abingdonville, KY 42240

Trust Ownership

(Zip Code)

Edwin P. Davis, Trustee

NOTARIZATION

STATE OF Tennessee
 COUNTY OF Davidson

Personally appeared before me, Janice E. Hailey, a Notary Public, in and for said State and County, the within named Edwin P. Davis, Trustee, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Nashville, Tennessee, this 6th day of August, 1980.

Janice E. Hailey
 Notary Public

My commission expires:

7-17-83

C.C. ASSOCIATES, LTD

SC# 5636 PAGE 744

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth hereinafter.

Dated, August 10, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for

Individual Ownership

 (Official Witness (for Georgia subscribers))

Signature

Name(s) of Partner(s):

Ralph W. B. Burtch, Inc.,
R.C. Fitch, Chairman, Dkt

Joint Ownership
 (Check One)

Social Security Number:

Joint Tenants with
 Right of Survivorship (both
 parties must sign)

Tenants in common (both
 parties must sign)

Address(es) of Partner(s)

20 Main St.
Brooklyn, NY 11220

Trust Ownership

Edmond R. Am. Trust Co.
 Trustee

NOTARIZATION

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, Jance E. Harty, a Notary Public, in and for said State and County, the within named Edmond R. Am. Trust Co., with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized to do in the case of a trustee), executed the within instrument for the purposes therein contained.

WITNESSE my hand and official seal, at Nashville, Tennessee, this 10 day of August, 1980.

Jance E. Harty
 Notary Public

My commission expires:

7-17-83

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated. July 31, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

1 (one)

Individual Ownership

P. Paul E. Todd
Signature

Unofficial witness (for Georgia subscribers)

Name(s) of owner(s):

Dr. Paul E. Todd

Joint Ownership
(Check One)

Joint Tenants with
Right of Survivorship (both
parties must sign)

Tenants in common (both
parties must sign)

Number:

Address(es) of owner(s)

Broad Street

Central City, Kentucky 42030

Trust Ownership

(Zip Code)

Trustee

NOTARIZATION

STATE OF Kentucky

COUNTY OF Martin

Personally appeared before me, E. J. (James) Kunkewicz
Notary Public, in and for said State and County, the within
named Dr. Paul E. Todd, with whom I am
personally acquainted, and who swore that (he), (she), (they), (being
duly authorized so to do in the case of a Trustee), executed
the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Central City
Kentucky, this 31 day of July, 1980.

E. J. (James) Kunkewicz
Notary Public

My commission expires:

July 29, 1981

LIMITED PARTNER SIGNATURE PAGE

C.C. ASSOCIATES, LTD

BOOK 5636 PAGE 746

IN WITNESS WHEREOF, the undersigned has executed this Limited Partnership Agreement on the date set forth herein-after.

Dated: August 7, 1980

Information on Limited Partner:

Limited Partner

No. of Units Subscribed for:

Individual Ownership

Unofficial witness (for Georgia subscribers)

Signature

B. Maxine Hinton

Name(s) of owner(s):

B. MAXINE HINTON

Joint Ownership
(Check one)

Social Security Number:

Joint Tenants with
RIGHT of Survivorship (both parties must sign)

Tenants in common (both parties must sign)

Address(es) of owner(s)

Rt. 2
LEWISBURG, KY.

Trust Ownership

42256
(Zip Code)

Trustee

NOTARIZATION

STATE OF Kentucky

COUNTY OF Letcher

Personally appeared before me, William L. Hinton, a Notary Public, in and for said State and County, the within named B. Maxine Hinton, with whom I am personally acquainted, and who swore that (he), (she), (they), (being duly authorized so to do in the case of a Trustee), executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal, at Letcher, this 7 day of August, 1980.

PUBLIC AT

Notary Public

My commission expires LARGE

11-17-82