



COMMONWEALTH OF KENTUCKY
OFFICE OF SECRETARY OF STATE
FRANKFORT, 40601

149441 ✓

DREXELL R. DAVIS
SECRETARY OF STATE

SECRETARY OF STATE (502) 564-2490

CORPORATE FILINGS (502) 564-2849

APRIL 25, 1985

CORPORATION RECORDS (502) 564-7330

CLINTON H. NEWMAN II
ASSISTANT SECRETARY OF STATE

DIANE P. WEIS
KING, BALLOW & LITTLE
FIRST AMERICAN CENTER
NASHVILLE, TN. 37238

RE: C.C. ASSOCIATES, LTD.
FOREIGN LIMITED PARTNERSHIP

Dear Sir:

Receipt and filing of the following is hereby acknowledged.

- 1. (XXX) Articles of Amendment WERE FILED IN KENTUCKY ON APRIL 25, 1985.
- 2. () Restated Articles of Incorporation
- 3. () Articles of Merger
- 4. () Other

If we may be of further assistance to you, please do not hesitate to call us.

Sincerely yours,

Drexell R. Davis
Secretary of State

AMENDMENT TO THE
C. C. ASSOCIATES, LTD.
CERTIFICATE AND AGREEMENT
OF
LIMITED PARTNERSHIP

BOOK 6191 PAGE 551

ORIGINAL
FILE

SECRETARY OF STATE
TENNESSEE

APR 2

Drayton

REGISTER

This Amendment to the Certificate and Agreement of Limited Partnership of C. C. Associates, Ltd. (the "Partnership"), of record in Book 5636, Page 691, of the Register's Office for Davidson County, Tennessee, is effective as of October 1, 1982. This amendment documents the admission of W. Gerald Ezell as General Partner, the withdrawal of John M. Ryan and James S. F. Boyd as General Partners and the conversion of the interests in the Partnership of John M. Ryan and James S. F. Boyd to that of Special Limited Partners. These changes were submitted for the approval of the investor Limited Partners as required by Article VIII, Item 8 of said Certificate and Agreement of Limited Partnership, as most recently amended.

Said Certificate and Agreement of Limited Partnership is hereby amended as follows:

1. Article III, Item 6 is hereby deleted and nullified and the following new Article III, Item 6 is substituted in lieu thereof:

"8. General Partner. The General Partner of the Partnership is W. Gerald Ezell. 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 Partner' shall refer to W. Gerald Ezell specifically."

2. Article III is hereby amended by adding thereto immediately following Item 19 the following new Item 20:

"20. Special Limited Partners. Any reference to 'Special Limited Partners' shall refer to John M. Ryan and James S. F. Boyd specifically."

3. Article VII is hereby deleted and nullified and the following new Article VII is substituted in lieu thereof:

"Article VII
Allocations of Profits and Losses

1. Profits, Gains and Losses. The operating profits, gains and losses of the Partnership and

each item of gain, loss, deduction, or credit entering into the computation thereof shall be apportioned ninety percent (90%) to the Investor Limited Partners, seven and one half percent (7.5%) to the General Partner and two and one half percent (2.5%) to John M. Ryan as a Special Limited Partner.

The profits, gains and losses upon the sale of the Partnership's Property shall be apportioned ninety percent (90%) to the Investor Limited Partners, five percent (5%) to the General Partner, two and one half percent (2.5%) to John M. Ryan as a Special Limited Partner and two and one half percent (2.5%) to James S. F. Boyd as a Special Limited Partner.

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 ninety percent (90%) to the Investor Limited Partners, seven and one half percent (7.5%) to the General Partner and two and one half percent (2.5%) to John M. Ryan as a Special Limited Partner.

3. Net Proceeds of Sale or Refinancing. The net proceeds of the sale or refinancing of any Partnership property shall be apportioned ninety percent (90%) to the Investor Limited Partners, five percent (5%) to the General Partner, two and one half percent (2.5%) to John M. Ryan as a Special Limited Partner and two and one half percent (2.5%) to James S. F. Boyd as a Special Limited Partner.

4. Allocations Among Partners. For the purposes of this Article VII, any allocations to the Investor Limited Partners shall be divided among the Investor Limited Partners in the ratio of the number of Units owned by each compared to the total number of Units outstanding."

4. Article VIII, Item 10 is hereby deleted and nullified and the following new Article VIII, Item 10 is substituted in lieu thereof:

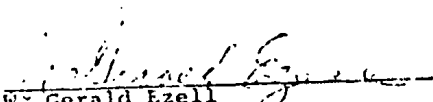
"10. James. The General Partner is W. Gerald Ezell, whose business address is 19th Floor, First American Center, Nashville, Tennessee, 37238."

Article XV, Item 3 of said Certificate and Agreement of Limited Partnership concerning the Power of Attorney granted to the general partners of the Partnership has been expressly extended to W. Gerald Ezell as the successor to John M. Ryan and James S. F. Boyd as General Partners. Furthermore, by executing this Amendment as Special Limited Partner, John M. Ryan and James S. F. Boyd hereby nominate and appoint W. Gerald Ezell, in the capacity of General Partner, as their true and lawful Attorney-in-Fact in accordance with the terms and conditions of Power of Attorney set forth in said Article XV, Item 3.

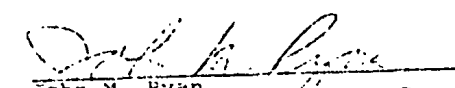
Said Certificate and Agreement of Limited Partnership as previously amended, is hereby reaffirmed and ratified in its entirety as hereinabove further amended and modified.

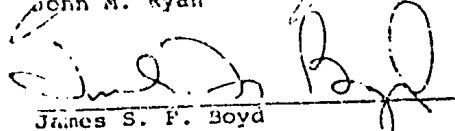
IN WITNESS WHEREOF, this Amendment to the Certificate and Agreement of Limited Partnership of C. C. Associates, Ltd. has been executed by W. Gerald Ezell as General Partner, by John M. Ryan and James S. F. Boyd as the Withdrawing General Partners and Special Limited Partners and by W. Gerald Ezell as attorney-in-fact for the Limited Partners pursuant to the power of attorney contained in Article XV, Item 3 of said Certificate and Agreement of Limited Partnership.

GENERAL PARTNER


W. Gerald Ezell

WITHDRAWING GENERAL PARTNERS
AND SPECIAL LIMITED PARTNERS


John M. Ryan


James S. F. Boyd

LIMITED PARTNERS

BOOK 6191 PAGE 554

By: W. Gerald Ezell
 W. Gerald Ezell,
 Attorney-in-Fact

STATE OF TENNESSEE)
)
 COUNTY OF DAVIDSON)

Sworn to and signed before me, a Notary Public, in and for said County and State, 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 the day of , 1983.

[Signature]
 NOTARY PUBLIC



My Commission Expires:

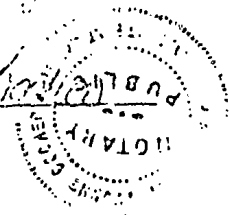
STATE OF Georgia)
)
 COUNTY OF DeKalb)

Sworn to and signed before me, a Notary Public, in and for said County and State, 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.

(Atlanta, Georgia)

WITNESS my hand and official seal at , 1983.

[Signature]
 NOTARY PUBLIC



My Commission Expires:

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and signed before me, a Notary Public, in and for said County and State, the within named JAMES S. F. BOYD, 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 the 18 day of February, 1983.

D. [Signature]
NOTARY PUBLIC

My Commission Expires: 10/19/86



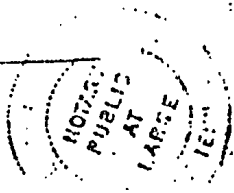
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Sworn to and signed before me, a Notary Public, in and for said County and State, by the within named W. GERALD EZELL, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be Attorney-in-Fact for the Limited Partnership of C. C. Associates, Ltd. and he as such Attorney-in-Fact, being authorized so to do, executed the foregoing instrument for the purpose therein contained, in his capacity as Attorney-in-Fact for the said Limited Partners.

WITNESS my hand and official seal at Nashville, Tennessee, this the 7 day of February, 1983.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-19



12/29 1982

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COMM. EXPIRES
DEC 9 1983

WUSH

KING, BALLOW & LITTLE
LAW OFFICES
FIRST AMERICAN CENTER
NASHVILLE, TENNESSEE 37238
(615) 250-3456

SECRETARY OF STATE
RECEIVED
APR 25 1985

Commonwealth of Kentucky

April 22, 1985

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

RE: CC Associates, Ltd.

Gentlemen:

Enclosed for filing in your office is a certified copy of an amendment to the limited partnership certificate for the above partnership, which partnership was originally registered with your office on September 2, 1980. Also enclosed is a check for \$10.00 to cover the recording fee.

Please note that the address of the Partnership has been changed to Suite 410, 222 Third Avenue North, Nashville, TN 37201.

Very truly yours,

Diane P. Weis

Diane P. Weis

DPW/kjh
Enclosure