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Commonwealth of Kentucky

OFFICE OF
SECRETARY OF STATE

FRANCES JONES MILLS
Secretary



FRANKFORT,
KENTUCKY

2nd *Amendment*
STATEMENT OF ASSUMED NAME

273563

Louisville Post Oak Company, Ltd., a limited partnership,²
organized and existing in the State of Kentucky and whose address
is 320 Whittington Parkway, Suite 117, Louisville, Kentucky 40222
intends to conduct and transact business in the assumed name of Louisville Post Oak Company, Ltd.

This Statement of Assumed Name has been executed by the business entity by:

ORIGINAL COPY
FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

NOV 21 1982
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Frances Jones Mills
SECRETARY OF STATE

W. R. Cooper _____ 3
Title William R. Cooper, a general partner of 4
Louisville Post Oak Company, Ltd. 3
Title _____ 4
Title _____ 3
Title _____ 4

ACKNOWLEDGMENT

State of Texas)
) SS
County of Dallas)

The foregoing instrument was acknowledged before me this 25th day of October, 19 82,
by William R. Cooper, a general partner of Louisville Post Oak Company, Ltd.

(Name and Title)
on behalf of Louisville Post Oak Company, Ltd.
(Real Name of Business)

Sandra Briggs
Notary Public

My commission expires 8-10-85

SECOND AMENDMENT TO AGREEMENT AND CERTIFICATE
OF LIMITED PARTNERSHIP

OF

LOUISVILLE POST OAK COMPANY, LTD.

THIS SECOND AMENDMENT TO AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF LOUISVILLE POST OAK COMPANY, LTD. ("Second Amendment") is executed effective for all purposes as of the 1st day of January, 1982, by and among William R. Cooper and Lewis A. Levey, as general partners (the "General Partners"), and Alan J. Perlmutter and Brian F. Lavin (the "Original Limited Partners"), Paragon Partners Limited, a Texas limited partnership ("PPL"), and Jerry J. Bonner ("Bonner"), as limited partners (the "Limited Partners"); the General Partners and the Limited Partners being sometimes herein referred to individually as a "Partner" and collectively as the "Partners".

WITNESSETH

WHEREAS, by an Agreement and Certificate of Limited Partnership of Louisville Post Oak Company, Ltd., dated as of September 1, 1980 (the "Original Agreement"), the General Partners, as general partners, and the Original Limited Partners, as limited partners, formed Louisville Post Oak Company, Ltd. (the "Partnership") as a limited partnership under the Uniform Limited Partnership Act of the State of Kentucky for the purpose of acquiring, owning, holding, improving, developing, operating and managing real property and the improvements situated or to be constructed thereon, as well as the financing of such activities;

WHEREAS, by an Amendment to Partnership Agreement and Certificate of Limited Partnership of Louisville Post Oak Company, Ltd., dated as of January 1, 1981 (the "First Amendment"), the General Partners, the Original Limited Partners and PPL amended the Original Agreement for the purpose of admitting PPL as a limited partner into the Partnership;

WHEREAS, the Partnership is presently in existence as a limited partnership under the Uniform Limited Partnership Act of the State of Kentucky;

WHEREAS the Partners agree that the value, net of debt and liabilities, of all of the assets of the Partnership equals \$710,000;

WHEREAS, the Partners desire to admit Bonner, into the Partnership as a limited partner and Bonner desires to be admitted into the Partnership as a limited partner;

WHEREAS, William R. Cooper and Lewis A. Levey desire to reduce their percentage interests in the Partnership;

WHEREAS, the parties hereto desire to amend the Original Agreement as previously amended by the First Amendment, for the purpose of admitting Bonner into the Partnership as a limited partner, reducing the percentage interests in the Partnership of William R. Cooper and Lewis A. Levey and evidencing their consent to all such;

NOW, THEREFORE, it is hereby agreed as follows:

1. The foregoing recitations are true and correct.
2. Bonner shall contribute to the capital of the Partnership two dollars and fifty cents (\$2.50) cash.
3. Bonner shall be admitted into the Partnership as a limited partner, and Bonner accepts, adopts and agrees to be governed by the terms of the Original Agreement, as amended by the First Amendment and this Second Amendment.
4. There shall be distributed, as a return of capital, to William R. Cooper one dollar and twenty-five cents (\$1.25) cash and to Lewis A. Levey one dollar and twenty-five cents (\$1.25) cash.

5. Section 6 of the Original Agreement and Paragraph 1 of the First Amendment are hereby deleted in their entirety. The Partnership's net profit or net loss, as the case may be, for each fiscal year of the Partnership, as determined in accordance with such method of accounting as may be adopted for the Partnership by a majority in interest of the Managing Partners pursuant to Section 12 of the Original Agreement, shall be allocated to the Partners for both financial accounting and income tax purposes, unless all the Partners shall agree to a different allocation, in proportion to their respective percentage interests, as indicated in Paragraph 6, below. Notwithstanding the foregoing, any gains or losses on Partnership assets occurring in connection with the liquidation of the Partnership shall be credited or charged to the Partners, in the following order of priority:

(a) Gains shall be allocated as follows:

- (i) First, an amount of gain up to the negative balances, if any, in the capital accounts of the Partners shall be allocated to the Partners having negative capital account balances

in proportion to their respective negative capital account balances, until the balances of the capital accounts of such Partners equal zero;

(ii) Then, gains shall be allocated to the Partners until the capital accounts of the Partners equal the amount of proceeds distributable or available for distribution to the Partners pursuant to Section 18.2(d) of the Original Agreement as modified by Paragraph 9 below (without regard to the parenthetical limitation therein);

(iii) Then, gains shall be allocated to Bonner until the capital account of Bonner equals the amount of proceeds distributable or available for distribution to Bonner pursuant to Section 18.2(e) of the Original Agreement as modified by Paragraph 9 below (without regard to the parenthetical limitation therein);

(iv) Then, gains shall be allocated to the Partners in a manner, as nearly as can be, to cause the capital accounts of the Partners reduced by an amount equal to the proceeds respectively distributable or available for distribution to the Partners pursuant to Sections 18.2(d) and (e) of the Original Agreement as modified by Paragraph 9 below (without regard to the parenthetical limitations therein) to stand in the ratio of their respective percentage interests, as indicated in Paragraph 6, below; and

(v) All remaining gains shall be allocated to the Partners in proportion to their respective percentage interests, as indicated in Paragraph 6, below; or

(b) Losses shall be allocated as follows:

(i) First, losses shall be allocated to the Partners in a manner, as nearly as can be, to cause the capital accounts of the Partners to stand in the ratio of their respective percentage interests, as indicated in Paragraph 6, below; and

(ii) All remaining losses shall be allocated to the Partners in proportion to their respective percentage interests, as indicated in Paragraph 6, below.

6. The general partners and limited partners of the Partnership and their respective percentage interests in the Partnership shall be as indicated below:

<u>General Partner</u>	<u>Percentage Interest</u>
William R. Cooper	36.25%
Lewis A. Levey	36.25%
<u>Limited Partner</u>	<u>Percentage Interest</u>
Alan J. Perlmutter	10.00%
Brian F. Lavin	10.00%
Jerry J. Bonner	2.50%
Paragon Partners Limited	5.00%

7. The following terms shall have the following respective meanings for purposes of this Second Amendment:

(a) "Bonner's Preferred Return Account": an amount equal to \$18,205 less all cash theretofore distributed to or on behalf of Jerry J. Bonner pursuant to Paragraph 8(b), below.

(b) "Old Partners' Preferred Return Account": an amount equal to \$710,000 less all cash theretofore distributed to or on behalf of the Partners pursuant to Paragraph 8(a), below.

(c) "Old Percentage Interests": with respect to each of the Partners the percentage indicated respectively below:

<u>Partner</u>	<u>Old Percentage Interest</u>
William R. Cooper	37.5%
Lewis A. Levey	37.5%
Alan J. Perlmutter	10.0%
Brian F. Lavin	10.0%
Jerry J. Bonner	-0-%
Paragon Partners Limited	5.0%

8. Section 7.2 of the Original Agreement is hereby deleted in its entirety. Unless otherwise provided by law, the cash flow of the Partnership as determined under Section 7.1 of the Original Agreement shall be distributed to or for the benefit of the Partners within eighty (80) days after the end of

each fiscal quarter, unless otherwise agreed by all Partners, in the following order of priority:

(a) First, an amount of cash flow up to the then remaining balance, if any, of the Old Partners' Preferred Return Account [as defined in Paragraph 7(b), above] shall be distributed to or for the benefit of the Partners in proportion to their respective Old Percentage Interests [as indicated in Paragraph 7(c), above];

(b) Then, an amount of cash flow up to the then remaining balance, if any, of Bonner's Preferred Return Account [as defined in Paragraph 7(a), above] shall be distributed to or for the benefit of Bonner; and

(c) All remaining cash flow shall be distributed to or for the benefit of the Partners in proportion to their respective percentage interests, as indicated in Paragraph 6, above.

All distributions to the Partners shall be made to Paragon Reserve Company as agent for each of the Partners pursuant to the provisions of certain "netting-out" agreements among various of the Partners. The Partners agree that distributions from this Partnership are subject to set-offs under such agreements and that no Partner is entitled to any distribution hereunder except to the extent the same is netted against all of such set-offs.

9. Sections 18.2(d) and (e) of the Original Agreement are hereby deleted in their entirety, and in their place the following provisions shall apply:

(d) An amount up to the then remaining balance, if any, of the Old Partner's Preferred Return Account, as defined in Paragraph 7(b) above [but not in excess of the positive balance, if any, of the respective capital accounts of the Partners, as such accounts have been adjusted to reflect the allocations of gains and losses pursuant to Paragraph 5(a) and (b) above] shall be distributed to the Partners in proportion to their respective Old Percentage Interests, as indicated in Paragraph 7(c) above; then

(e) An amount up to the then remaining balance, if any, of Bonner's Preferred Return Account, as defined in Paragraph 7(a) above [but not in excess of the positive balance, if any, of the capital account of Bonner, as such account has been adjusted to reflect the allocation of gains and losses pursuant to

Paragraph 5(a) and (b) above] shall be distributed to Bonner; then

(f) To the payment to each Partner of his remaining capital account balance; and then

(g) To the Partners in proportion to their respective percentage interests, as indicated in Paragraph 6, above.

10. The Partners agree that the business of the Partnership shall be deemed to have continued notwithstanding this Second Amendment and notwithstanding any contrary rights and privileges which may be contained in the Original Agreement as amended by the First Amendment.

11. In all other respects, the Original Agreement as amended by the First Amendment and this Second Amendment is ratified and confirmed.

12. This Second Amendment may be executed by the parties hereto individually or in any combination in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.

RESIDENCE ADDRESSES:

4425 S. Versailles
Dallas, Texas

505 N. Spoede
St. Louis, Missouri

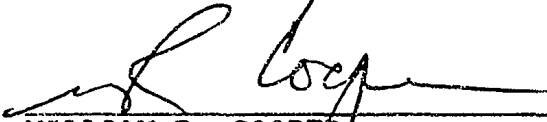
RESIDENCE ADDRESSES:

3 Wedgewood
St. Louis, Missouri

308 Winton Ave.
Louisville, Kentucky

16920 Preston Bend
Dallas, Texas

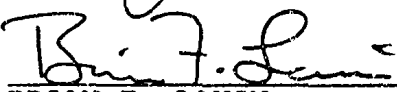
MANAGING GENERAL PARTNERS:


WILLIAM R. COOPER


LEWIS A. LEVEY

LIMITED PARTNERS:


ALAN J. PEREMUTTER


BRIAN F. LAVIN


JERRY J. BONNER

THE STATE OF Missouri §
COUNTY OF St. Louis §
§

I HEREBY CERTIFY that before me, a Notary Public in and for said County and State, on this 10th day of August, 1982, personally appeared Lewis A. Levey, to me known to be the identical person who executed the within and foregoing instrument, and upon being duly sworn, he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and upon his oath he affirmed and certified that the matters set forth in the within and foregoing instrument were true and correct as set forth.

SWORN TO AND SUBSCRIBED before me by the said Lewis A. Levey, to certify which witness my hand and seal of office.

My commission expires:
8-13-83

Lewis A. Levey
Notary Public in and for
St. Louis County, Missouri

THE STATE OF Missouri §
COUNTY OF St. Louis §
§

I HEREBY CERTIFY that before me, a Notary Public in and for said County and State, on this 23rd day of July, 1982, personally appeared Alan J. Perlmutter, to me known to be the identical person who executed the within and foregoing instrument, and upon being duly sworn, he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and upon his oath he affirmed and certified that the matters set forth in the within and foregoing instrument were true and correct as set forth.

SWORN TO AND SUBSCRIBED before me by the said Alan J. Perlmutter, to certify which witness my hand and seal of office.

My commission expires:
8-13-83

Lewis A. Levey
Notary Public in and for
St. Louis County, Missouri

THE STATE OF Kentucky §
COUNTY OF Jefferson §

I HEREBY CERTIFY that before me, a Notary Public in and for said County and State, on this 27th day of July, 1982, personally appeared Brian F. Lavin, to me known to be the identical person who executed the within and foregoing instrument, and upon being duly sworn, he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and upon his oath he affirmed and certified that the matters set forth in the within and foregoing instrument were true and correct as set forth.

SWORN TO AND SUBSCRIBED before me by the said Brian F. Lavin, to certify which witness my hand and seal of office.

My commission expires:
April 16, 1983

Rebecca Ann Hayden
Notary Public in and for
Jefferson County, Kentucky

THE STATE OF Texas §
COUNTY OF Dallas §

I HEREBY CERTIFY that before me, a Notary Public in and for said County and State, on this 24th day of August, 1982, personally appeared Jerry J. Bonner, to me known to be the identical person who executed the within and foregoing instrument, and upon being duly sworn, he acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth and upon his oath he affirmed and certified that the matters set forth in the within and foregoing instrument were true and correct as set forth.

SWORN TO AND SUBSCRIBED before me by the said Jerry J. Bonner, to certify which witness my hand and seal of office.

My commission expires:
7-7-84

Katherine J. Edwards
Notary Public in and for
Dallas County, Texas

FREYTAG, MARSHALL, LAFORCE,
RUBINSTEIN & STUTZMAN

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NEED W. GIBNER
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ROGER D. MARSHALL
CHARLES MERSEY
ROBERT G. OAKE, JR.
JOHN J. RLOCH, JR.
KARL L. RUBINSTEIN
STEVEN J. SCHULZ
C. CLIFTON STONY
MYRON D. STUTZMAN
JOSEPH P. UNSO
MARCYN WEISBROD
BYRON L. WOODLEY
PHILLIP A. WYLIE

October 26, 1982

Registered Mail
Return Receipt Requested

Secretary of State
Capitol Building
Frankfort, Kentucky 40601

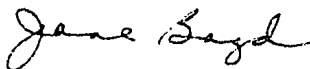
Re: Louisiana Post Oak Company, Ltd.

Dear Sir or Madam:

I have enclosed for filing the required Statement of Assumed Name, a copy of the Second Amendment to Agreement and Certificate of Limited Partnership of Louisville Post Oak Company, Ltd., and a check in the amount of \$10.00 to pay the filing fee.

Please send me acknowledgment of this filing. Thank you for your assistance.

Sincerely,



Jane Boyd
Legal Assistant

JB/pw

Enclosures