

THIRD AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT
DATED THE 11TH DAY OF MAY, 1979

*** **

WHEREAS, it is the mutual intention of all Partners, Limited or General, to amend certain provisions of the existing Partnership Agreement dated May 11, 1979 ("Original Agreement"), as amended by the First Amendment to the Limited Partnership Agreement, the First Amendment dated the 11th day of May, 1989, and as further amended by the Second Amendment to the Limited Partnership Agreement dated July 23, 2012, and

WHEREAS, in light of the passing of former limited and general partner Clyde Corken, it is the intention of the remaining partners to add both a limited partner and a general partner to replace the deceased partner in accordance with the terms of the Original Agreement, as amended, and

WHEREAS, it is the desire of all Partners to amend the name of the Limited Partnership,

NOW, THEREFORE, THE LIMITED PARTNERSHIP AGREEMENT IS HEREBY AMENDED AS FOLLOWS:

A. **CHANGE IN NAME OF PARTNERSHIP** - It is acknowledged and agreed that the original name of the Limited Partnership, COVINGTON PROPERTIES, LTD, is herewith changed to COVINGTON THIRD STREET PROPERTIES, LTD.

B. **CHANGE IN GENERAL PARTNER** - It is hereby acknowledged and agreed that Donald I. Corken Jr., will replace Clyde Corken (deceased) as General Partner with all the rights, interests, privileges, powers, duties and obligations vested in that position as set forth in the Original Agreement.

C. **CHANGE IN SUBSCRIPTIONS AND LIMITED PARTNERS**

1. It is further acknowledged and agreed that the formation of the Limited

Partnership, insofar as Clyde Corken was one of the subscription Limited Partners, is changed in that the subscription of thirty-three percent (33%) and all rights attendant therewith originally purchased by Clyde Corken, having passed to his estate upon his death, **will be transferred to DGIC, LLC within sixty days of signature**, consistent with the terms of said Partnership Agreement. By reason of said assignment the interest in the Limited Partnership formerly held by Clyde Corken and having passed to his estate, is set over and transferred as to all rights, privileges and obligations to DGIC, LLC. A copy of said assignment is attached hereto, made a part hereof and incorporated into the Partnership Agreement.

2. It is further acknowledged and agreed that the formation of the Limited Partnership, as amended by the First Amendment to the partnership Agreement, insofar as Gordon Corken assigned sixteen and one-half percent (16½%) to Judith Roe, is changed in that Judith Roe's sixteen and one-half percent (16½%) interest in the Limited Partnership and all rights attendant therewith have been transferred to the Roe Family Revocable Living Trust, u/a dated April 20, 2012 on the 7th day of December, 2012, consistent with the terms of said Limited Partnership Agreement. By reason of said assignment the interest in the Limited Partnership formerly held by Judith Roe, is set over and transferred as to all rights, privileges and obligations to the Roe Family Revocable Living Trust, u/a dated April 20, 2012. A copy of said assignment is attached hereto, made a part hereof and incorporated into the Partnership Agreement.

3. It is further acknowledged and agreed that the formation of the Limited Partnership, as amended by the First Amendment to the partnership Agreement, insofar as Gordon T. Corken assigned sixteen and one-half percent (16½%) to Gordon T. Corken Jr., is changed in that Gordon T. Corken Jr.'s sixteen and one-half percent (16½%) interest in the Limited Partnership and all rights attendant therewith have been transferred to the Corken

Family Trust, u/a dated January 22, 2007, consistent with the terms of said Limited Partnership Agreement. By reason of said assignment the interest in the Limited Partnership formerly held by Gordon T. Corken Jr., is set over and transferred as to all rights, privileges and obligations to the Corken Family, u/a dated January 22, 2007. A copy of said assignment is attached hereto, made a part hereof and incorporated into the Partnership Agreement.

4. It is further acknowledged and agreed that the interests, rights, privileges and obligations of the remaining of limited partners, Donald I Corken Jr., (individually, excluding his interest in DGIC, LLC), Jeffrey S. Corken (individually, excluding his interest in DGIC, LLC), Curtis Corken (individually, excluding his interest in DGIC, LLC) and Gordon Corken Jr., shall remain the same as set forth in the Original Agreement and amendments thereto.

IN WITNESS WHEREOF, the Partners, both Limited and General, have hereunto set their hands by signature hereon as of the 10th day of ^{September}~~August~~, 2013, indicating a new agreement to each and every item contained in this Second Amendment.



JEFFREY CORKEN
Surviving General Partner

WITNESS:

Coralie Richardson



DONALD I. CORKEN, JR.
Limited Partner



JEFFREY CORKEN
Limited Partner



CURTIS CORKEN
Limited Partner



CORKEN FAMILY TRUST
u/a dated January 22, 2007
Limited Partner



ROE FAMILY REVOCABLE LIVING TRUST
u/a dated April 20, 2012
Limited Partner

WITNESS:

