File 37

THIS INSTRUMENT PREPARED BY
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CERTIFICATE AND

AGREEMENT OF LIMITED PARTNERSHIP

OF

BOOK 6862 PAGE 958

THE NASHVILLE CITY CENTER PARTNERSHIP

THIS CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP made and entered into as of the 20th day of May, 1986, is by and among Ontario Group, a Tennessee general partnership ("Ontario"), and BB GenPar, Inc., a Texas corporation ("BB GenPar"), as the general partners (Ontario and BB GenPar are hereinafter referred to collectively as the "General Partners"), and Nashville Associates Limited Partnership, a Texas limited partnership ("Nashville Associates") as the limited partner (hereinafter sometimes referred to as the "Limited Partner").

WHEREAS, Capital Tower Associates, Ltd., a Tennessee limited partnership ("Capital"), and Sinate, Inc., a Delaware corporation ("Sinate"), entered into a certain partnership agreement (the "Original Agreement") dated effective as of March 15, 1984, which created Quality Growth Associates, a Tennessee general partnership;

WHEREAS, by an Assignment and Assumption Agreement entered into as of August 1, 1985, Capital and Sinate assigned all of their interests in Quality Growth Associates to Ontario and Ontario Group, Inc., a Texas corporation;

WHEREAS, the Original Agreement was amended August 1, 1985, to authorize John P. Grayken as general partner of Ontario to execute on behalf of Quality Growth Associates all documents necessary to enable Quality Growth Associates to borrow money; and

WHEREAS, the General Partners and the Limited Partner now desire to amend and restate the Original Agreement, as amended, to admit BB GenPar as a General Partner, to admit Nashville Associates as a Limited Partner, to evidence the withdrawal of Ontario Group, Inc. as a partner, and to reconstitute Quality Growth Associates as a Tennessee limited partnership under the name The Nashville City Center Partnership;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

ADDITIONAL DEFINITIONS

As used herein, the following terms shall have the following meanings:

"Accountants" - means Arthur Andersen and Company or any other "Big 8" firm of certified public accountants as may be engaged by the General Partners for the Partnership.

"Affiliate" - means any (a) General Partner, (b) Limited Partner, (c) member of the immediate family of any General Partner or Limited Partner, (d) legal representative of any person referred to in the preceding clauses (a) through (c), (e) trustee for the benefit of any person referred to in the preceding clauses (a) through (c), (f) corporation, joint venture, partnership or other business entity which is directly or indirectly controlled by any one or more of the persons or entities referred to in the preceding clauses (a) through (e), (g) corporation, joint venture, partnership or other business entity which controls or is under common control with any one or more of the persons or entities referred to in the preceding clauses (a) through (e), or (h) partner, officer, director or employee of any corporation, joint venture, partnership or other business entity referred to in the preceding clauses (a) through (g).

"Agreement" or "this Agreement" - means this Certificate and Agreement of Limited Partnership, as amended from time to time.

"Associates Deficit Priority Distribution" - means an amount equal to the Capital Contributions, if any, made by Nashville Associates pursuant to Section 5.2(a)(ii), to be distributed to Nashville Associates from Net Cash Flow and to the extent undistributed from Net Cash Flow, from the proceeds of sale of all or substantially all of the Project.

"Capital Contributions" - means the gross amount of cash contributions to the capital of the Partnership by a Partner or all Partners, as the case may be. Loans to the Partnership by any Partner shall not be considered a Capital Contribution.

"Certificate" - means this Certificate and Agreement of Limited Partnership of the Partnership to be filed with the Secretary of State of the State of Tennessee, and as such Certificate shall be further amended and filed from time to time.

"Code" - means the Internal Revenue Code of 1954, as amended.

"Construction Loan" - means the construction loan to be obtained by the Partnership in an amount as described in Section 7.2(a)(iv).

"Cost of Funds" - means the interest rate determined in good faith by the Partner advancing such funds and such interest rate shall be the cost to such Partner of borrowing funds at such time from an independent third party financial institution.

"Development Savings Distribution" - means the excess, if any, of the total sums set forth in the approved development budget over actual expenditures incurred through the Lease-Up Period for the construction of the Improvements and the leasing up of the Project. The Development

Savings Distribution shall be shared 75% to Ontario and 25% to Nashville Associates.

"General Partner(s)" - means Ontario and BB GenPar, and any additional or successor General Partners(s) designated in any case as such pursuant to the provisions of this Agreement, and, from time to time, holding such position in accordance with such provisions.

"Gross Receipts" - means all revenues received by the Partnership from the operations of its business attributable to a particular period including, Capital Contributions by Partners, loan proceeds, and proceeds from the sale of Partnership assets other than the sale of all or substantially all of the Project. Proceeds from the sale of all or substantially all of the Project shall be excluded from Gross Receipts.

"Improvements" - means an office tower containing approximately 463,000 gross square feet of rental space, below grade parking for approximately 330 cars and related site improvements to be constructed upon the Land.

"Land" - means that certain tract of land upon which the Improvements are to be constructed situated in the City of Nashville, County of Davidson, State of Tennessee, being more particularly described on Exhibit "B" annexed hereto.

"Lease-Up Period" - means a period of time commencing with the completion of construction of the Improvements and ending on a date when "gross rentals" of the Project for the immediately preceding three months equal $2,276,213. For purposes of this definition "gross rentals" shall mean gross contract rents as set forth in leases with respect to the Project under written lease agreements not then in default, notwithstanding any free rent set forth in such leases.

"Limited Partner" - means Nashville Associates and any additional or successor Limited Partner(s) designated in any case as such pursuant to the provisions of this Agreement, and, from time to time holding such position in accordance with such provisions.

"Major Decisions" - as so defined and set forth in Section 7.2.

"Managing General Partner" - means Ontario.

"Net Cash Flow" - means the amount, if any, by which Gross Receipts exceed Operating Expenses for any particular period, to the extent the General Partners reasonably determine, that cash is not otherwise required for Partnership purposes, including the setting up of a reasonable working capital reserve for the Partnership.

"Ontario's Priority Distribution" - means an amount equal to $1,950,000 to be distributed to Ontario from Net Cash Flow in accordance with the schedule set forth on Exhibit "C" attached hereto and, to the extent

undistributed from Net Cash Flow, from the proceeds of sale of all or substantially all of the Project.

"Operating Expenses" - means all cash expenditures of any kind or nature incurred by the Partnership attributable to a particular period. The only expenditures not to be included as Operating Expenses are expenditures directly attributable to the sale of all or substantially all of the Project.

"Partner" or "Partners" - means the General Partners or the Limited Partner, or any of them.

"Partnership" - means the limited partnership evidenced by this Agreement, as said limited partnership may from time to time be constituted, amended and, if necessary, reconstituted, including any successor limited partnership.

"Percentage Interests" - means the interests of the Partners in the Partnership as set forth on Exhibit "A" attached hereto.

"Person" - means an individual, firm, corporation or other legal entity.

"Project" - means the Land and the Improvements.

"Syndication" - means the term as defined in Section 10.2(d).

"Uniform Act" - means the Uniform Limited Partnership Act as adopted and from time to time amended by the State of Tennessee.

ARTICLE II

FORMATION; NAME AND OFFICE; PURPOSE

Section 2.1 Formation

The Partnership commenced effective as of March 15, 1984, as a Tennessee general partnership and is hereby reconstituted as a Tennessee limited partnership upon the filing of this Certificate and Agreement of Limited Partnership of the Partnership with the Secretary of State of the State of Tennessee, pursuant to the provisions of the Uniform Act and shall continue for the purpose and upon the terms and conditions herein set forth.

Section 2.2 Name and Office

The name of the Partnership shall be The Nashville City Center Partnership, or such other name as the General Partners shall hereafter designate by notice to the Limited Partner and by amendment to the Certificate properly filed with the Secretary of State of the State of Tennessee as provided in Section 2.1 above. The principal place of business of the Partnership shall be 3310 West End Avenue, Fifth Floor, Nashville, Tennessee 37203, or such other place as the General Partners may from time

to time designate in a notice to the Limited Partner. The General Partners may establish places of business of the Partnership when and where required by the Partnership's business.

Section 2.3 Purpose

The character of the business of the Partnership is and shall be to acquire, own, hold, develop, manage, operate, improve and otherwise deal with the Project, personal property associated therewith and/or Improvements thereon, and to sell, dispose of, mortgage or otherwise encumber all or any part of its interest in all or any part of the Project and to conduct such other activities as may be necessary or advisable to promote the business of the Partnership including, but not limited to, (i) acquiring ownership of the Project; (ii) financing the ownership and development of the Project with the assistance of mortgage loans or any other secured or unsecured borrowings; (iii) entering into and performing contracts of any kind necessary or incidental to the accomplishment of the development of the Project, including without limitation, any contract or contracts with architects, engineers, brokers, attorneys, accountants, developers, construction managers, subcontractors, materialmen, and any other contractor or person who, in the judgment of the General Partners, will assist the Partnership in the achievement of its purpose; and (iv) entering into and performing contracts of any kind necessary or incidental to the operation of the Project as an income-producing property by the Partnership, the holding of the Project for investment purposes, or the sale or other disposition of the Project or any interest therein. For purposes of this Agreement, the sale or other disposition of the Project shall be considered an investment intent of the Partnership.

ARTICLE III

TERM

The term of the Partnership commenced effective as of March 15, 1984, and is hereby reconstituted as a limited partnership upon the filing of this Certificate and Agreement of Limited Partnership of the Partnership with the Secretary of State of the State of Tennessee, and shall continue until December 31, 2035, on which date the Partnership shall dissolve, unless sooner dissolved in accordance with the Uniform Act or upon the occurrence of any of the events of dissolution, as described in Article XII.

ARTICLE IV

INTERESTS OF THE GENERAL PARTNERS AND LIMITED PARTNER

Section 4.1 General Partners

The General Partners are Ontario and BB GenPar (hereinafter referred to collectively as the "General Partners"). Except as provided in Article X

of this Agreement, no other Person shall become a General Partner in the Partnership. John P. Grayken and David R. Emery acknowledge that they are the only general partners of Ontario.

Section 4.2 Limited Partner

The Limited Partner is Nashville Associates. Except as provided in Article X of this Agreement, no other Person shall become a Limited Partner or substitute Limited Partner in the Partnership.

Section 4.3 Ownership of the Partnership

Subject to the provisions of Sections 5.2(a)(iv) and 5.2(b), the Partners have the percentage interests in the Partnership (herein referred to collectively as "Percentage Interests" and individually as "Percentage Interest") set forth opposite each of their names on Exhibit "A" attached hereto. Exhibit "A" attached hereto shall be amended from time to time to reflect changes made in the Percentage Interests of the Partners pursuant to the terms of this Agreement or as agreed to in writing by all the Partners.

Section 4.4 Indemnification of BB GenPar and Nashville Associates

BB GenPar and Nashville Associates shall not be liable to the Partnership or any creditor for any obligations or liabilities of the Partnership, its predecessor, Quality Growth Associates, Ontario, or Ontario Group, Inc. incurred prior to the execution of this Agreement which BB GenPar and Nashville Associates have not approved. Ontario, David R. Emery and John P. Grayken shall and hereby do indemnify and save harmless BB GenPar and Nashville Associates and all of their respective officers, directors, partners, shareholders, agents, employees and affiliated companies from any liability, loss, damage or claim incurred by them by reason of any obligation or liability of the Partnership, its predecessor, Quality Growth Associates, Ontario, or Ontario Group, Inc. incurred prior to the execution of this Agreement which BB GenPar and Nashville Associates have not approved. The Partners acknowledge and agree that the loan evidenced by that certain promissory note*dated October 30, 1985, in the original principal amount of $12,665,983.56, payable to MOTYKO RMB, Inc., Nominee, by Ontario and Ontario Group, Inc. and secured by a Deed of Trust executed by Quality Growth Associates to the extent it creates a lien against the Land, and all other monies advanced by BB GenPar and Nashville Associates or their Affiliates to the Partnership, Quality Growth Associates, Ontario or Ontario Group, Inc. are secured by a lien against the Land and are obligations of the Partnership. *dated August 1, 1985, in the original principal amount of $12,360,000 and that certain renewal and extension promissory note

Section 4.5 Covenant Not to Compete

Ontario, David R. Emery and John P. Grayken agree that prior to the expiration of the Lease-Up Period they and their Affiliates will not directly or indirectly purchase or possess an interest in any property zoned Code CC for the ownership, construction or development of a speculative, high-rise,

first class office building within the Downtown Central Business District of the City of Nashville, Tennessee. Notwithstanding the foregoing, this Section 4.5 shall not be applicable to that certain property contiguous to the Land presently owned by the Partnership described on Exhibit "E" attached hereto.

ARTICLE V

CAPITAL CONTRIBUTIONS AND LOANS; DEFAULTS

Section 5..1 Capital Contributions of the Partners

Upon the execution of this Agreement, each of the Partners agrees to contribute in cash to the capital of the Partnership the sums set forth opposite each of their names on Exhibit "A" attached hereto.

Section 5.2 Additional Capital Requirements

(a) If at any time during the construction of the Improvements and the Lease-Up Period, additional funds in excess of the Capital Contributions as set forth in Exhibit "A", the Construction Loan and other Partnership funds, are required by the Partnership with respect to obligations, expenses, costs, liabilities or expenditures incurred in connection with the purpose and business of the Partnership:

(i) Ontario shall be obligated to loan to the Partnership all such required funds. Each loan made pursuant to this subparagraph (i) shall bear interest at the rate of Ontario's Cost of Funds and shall be due and payable on the date two years after such loan was made to the Partnership.

(ii) Upon the failure of Ontario to make a loan required by subparagraph (i), Nashville Associates may, but shall not be obligated to, contribute to the Partnership such required funds.

(iii) In the event Nashville Associates has not received distributions of its Associates Deficit Priority Distribution equal to the amount of any contribution made pursuant to subparagraph (ii) above on or before a date two years after the date of such contribution, then Ontario shall be required to loan to the Partnership sufficient funds to permit an Associates Deficit Priority Distribution to Nashville Associates in an amount equal to such unreturned contribution. The obligation of Ontario set forth in this subparagraph (iii) shall be personally guaranteed by David R. Emery and John P. Grayken. All loans made pursuant to this subparagraph (iii) shall bear interest at Ontario's Cost of Funds and each loan.

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may, but shall not be obligated to, loan such amount to the Partnership. In such event, the Partner who has elected not to loan its pro rata share shall have its Percentage Interest in the Partnership reduced by an amount equal to 1 percentage point per $200,000 which it has elected not to loan and which was loaned by another Partner, and the Partner loaning such additional amount shall have its Percentage Interest increased by a like amount. Such reduction and corresponding increase shall be the sole remedy for a Partner's failure to loan funds to the Partnership pursuant to this Section 5.2(b). Such loans shall bear interest on the outstanding principal balance at a rate equal to such lending Partner's Cost of Funds at the time such loan is made. All principal and interest under such loans shall be due and payable from available Net Cash Flow or from proceeds from the sale or other disposition of all or substantially all of the Project.

Section 5.3 Loan For Commencement of Construction

Nashville Associates further agrees to loan to the Partnership funds in order to commence construction of the Improvements promptly upon execution of this Agreement but in no event later than June 10, 1986, in such amounts as set forth in the schedule attached as Exhibit "F" in order to commence construction in a manner sufficient to vest the zoning with respect to the Project.

Section 5.4 Benefits of Agreement

Nothing in this Agreement, and, without limiting the generality of the foregoing, in this Article V, express or implied, is intended or shall be construed to give to any creditor of the Partnership or any Partner or any other person or entity whatsoever, other than the Partners and the Partnership, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provisions herein contained, and such provisions are and shall be held to be for the sole exclusive benefit of the Partners and the Partnership.

Section 5.5 Limited Partner Contributions

Except as set forth in Section 5.2, the Limited Partner shall not be obligated to make any capital contribution in excess the amount of its initial Capital Contribution set forth on Exhibit "A". While the General Partners cannot require the Limited Partner to make any additional contributions in excess of this amount, to the extent the Limited Partner makes additional contributions, then at the time(s) when such additional contribution is made, the General Partners shall prepare and file an amendment to the Certificate with the Secretary of State of the State of Tennessee.

Section 5.6 Return or Withdrawal of Capital Contributions; Distributions

Except as otherwise expressly provided in this Agreement, no interest shall be paid on the capital account of any Partner, and none of the Partners shall be entitled to demand a refund or return of any Capital Contribution or to withdraw any part of its capital account or to receive any distribution from the Partnership.

Section 5.7 Capital Accounts

A capital account shall be established for each Partner and shall be increased by (i) the amount of money contributed by it to the Partnership, (ii) the fair market value of property contributed by it to the Partnership (net of liabilities securing such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Code), and (iii) allocations to it of Partnership income and gain (or items thereof), and is decreased by (i) the amount of money distributed to it by the Partnership, (ii) the fair market value of the property distributed to it by the Partnership (net of liabilities securing such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), (iii) allocations to it of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (iv) allocations of loss and deduction (or item thereof).

ARTICLE VI

LIMITED PARTNER

Section 6.1 Powers; Actions

The Limited Partner shall neither participate in the management or control of the Partnership's business nor shall it transact any business for the Partnership, nor shall it have the power to sign for or bind the Partnership, said powers being vested solely and exclusively in the General Partners. The Limited Partner shall be entitled at all times to devote itself to any other business, whether or not similar or competitive in nature to the business of the Partnership, without offering any interest or participation therein to any of the other Partners.

Section 6.2 Limitation of Liability

Subject only to the provisions of the Uniform Act and notwithstanding anything elsewhere provided in this Agreement to the contrary, the Limited Partner shall not be personally liable for any debts, liabilities or obligations of the Partnership in excess of its share of Partnership assets, Capital Contributions and its share of Partnership income and gain.

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Agreement, other than for the breach of any of their obligations under this Agreement, fraud, willful malfeasance or gross negligence. The Partnership shall and hereby does indemnify and save harmless the General Partners and their Affiliates from any loss, damage, claim or liability, including but not limited to, reasonable attorney's fees and expenses, incurred by them by reason of any act performed by the General Partners or their Affiliates on behalf of the Partnership, including, without limitation, their activities in winding up and liquidating the Partnership, or in furtherance of the Partnership's interests other than breach of any of their obligations under this Agreement, fraud, willful malfeasance or gross negligence, provided, however, that the indemnity and save harmless provided for in this sentence shall be satisfied out of Partnership assets only and no Partner shall have any personal liability on account thereof.

ARTICLE VIII

ALLOCATIONS; DISTRIBUTIONS

Section 8.1 Tax Allocations

(a) For federal income tax purposes and for purposes of Sections 702 and 704 of the Code, or the corresponding provisions of any future Federal Internal Revenue law, or any similar tax law of any state or other jurisdiction, the profits and losses of the Partnership shall be allocated and the determination of each Partner's distributive share under Section 702 of the Code of any Partnership item of income, gain, loss, deduction, credit or allowance for any Partnership fiscal year or other period, except for gain allocated pursuant to Section 8.1(b), shall be made in proportion to each Partner's respective Percentage Interest.

(b) Any gain realized and recognized by the Partnership upon the sale or other disposition of all or substantially all of the Project, upon the condemnation of all or substantially all of the Project or upon any termination and liquidation of the Partnership, shall be credited to the capital accounts of the Partners (after crediting or charging thereto the appropriate portion of all allocations pursuant to Section 8.1(a) for the then current year and after giving effect to all distributions of Net Cash Flow of the Partnership), as follows and in the following order of priority:

(i) Gain up to the sum of the amount of the negative balances of the capital accounts of the Partners having negative balances shall be allocated to the capital accounts of such Partners to the extent necessary to eliminate such negative balances. In the event the sum of the negative capital account balances exceeds gain available for allocation, gain shall be allocated to the capital accounts of the Partners having negative capital account balances in a manner to bring the capital

account balances of such Partners into the same proportion to each other as their respective Percentage Interests.

(ii) Gain shall next be allocated to Ontario until the positive balance of its capital account is equal to the amount of the Ontario Priority Distribution not previously distributed to Ontario.

(iii) Gain shall next be allocated to Nashville Associates until the positive balance of its capital account is equal to the amount of the Associates Deficit Priority Distribution not previously distributed to Nashville Associates.

(iv) Gain shall next be allocated to Ontario until the positive balance of Ontario's capital account is equal to the amount of the Ontario Priority Distribution not previously distributed plus its share of the Development Savings Distribution not previously distributed and to Nashville Associates until the positive balance of Nashville Associates' capital account is equal to the amount of the Associates Deficit Priority Distribution not previously distributed plus its share of the Development Savings Distribution not previously distributed.

(v) Gain shall next be allocated to the Partners in a manner and to the extent necessary to cause the amounts by which (1) any positive capital account balance of Ontario is in excess of the Ontario Priority Distribution not previously distributed plus its share of the Development Savings Distribution not previously distributed, (2) any positive capital account balance of Nashville Associates is in excess of the amount of the Associates Deficit Priority Distribution not previously distributed its share of the Development Savings Distribution not previously distributed, and (3) the positive capital account balance of BB GenPar; to be in proportion to their respective Percentage Interests.

(vi) All remaining gain shall be allocated to the Partners in accordance with their respective Percentage Interests.

To the extent that any portion of the gain allocated above is comprised of depreciation recapture, such recapture shall be allocated to the Partners in the ratio by which such depreciation has been previously shared by the Partners.

Section 8.2 Section 754 Election

In the event of a transfer of an interest in the Partnership, whether by sale, exchange, death of a Partner, or otherwise, the General Partners may elect to have the Partnership file the proper election under Section 754 of the code to adjust the basis of Partnership properties to reflect such transfer. Any resulting change in Partnership income or loss due to such basis adjustment shall be allocated solely to the successor Partner or Partners. The General Partners retain the option to avoid making such election when the resulting basis adjustment would be too minor to justify the additional administrative costs incurred in accounting for the adjustment. Further, any additional accounting and other expenses incurred as the result of any such election shall be paid by the Partner or Partners to whom the special allocation is made.

Section 8.3 Limitation on Losses

Nothing in Section 8.1 shall be construed as making any Limited Partner liable for any actual losses of the Partnership in excess of the Capital Contributions it has made pursuant to Article V, or otherwise in derogation of the provisions of Section 6.2.

Section 8.4 Partnership Distributions of Cash

During the term hereof, periodically, but not more frequently than monthly, Net Cash Flow of the Partnership shall be distributed to the Partners in the manner hereinafter described to the extent that the General Partners reasonably determine that cash is not otherwise required for Partnership purposes including the setting up of a reasonable working capital reserve for the Partnership. To the extent not used pursuant to the requirements of Partnership indebtedness, or otherwise used or reserved for other Partnership purposes, Net Cash Flow shall be distributed as follows and in the following order of priority:

(a) First to Ontario, in an amount equal to its Ontario Priority Distribution not previously distributed.

(b) Next to Nashville Associates in an amount equal to its Associates Deficit Priority Distribution not previously distributed.

(c) Next to Ontario and Nashville Associates in an amount equal to their respective shares of the Development Savings Distribution not previously distributed.

(d) All remaining Net Cash Flow shall be distributed to the Partners in accordance with their Percentage Interests.

The Partners agree that the proceeds of the Construction Loan shall first be used to pay to BB GenPar and Nashville Associates all monies advanced to the Partnership by BB GenPar, Nashville Associates and any of

its Affiliates and all liens securing such advances shall be assigned to the lender of the Construction Loan.

ARTICLE IX

FEES

Ontario and BB GenPar shall share equally in property management fees available after payment or reimbursement of all costs of operational management of the Project. Except as set forth in this Agreement, or otherwise unanimously approved by the Partners, no Partner shall receive any compensation or distributions with respect to any services rendered to the Partnership.

ARTICLE X

ASSIGNABILITY OF GENERAL AND LIMITED PARTNERS' INTERESTS

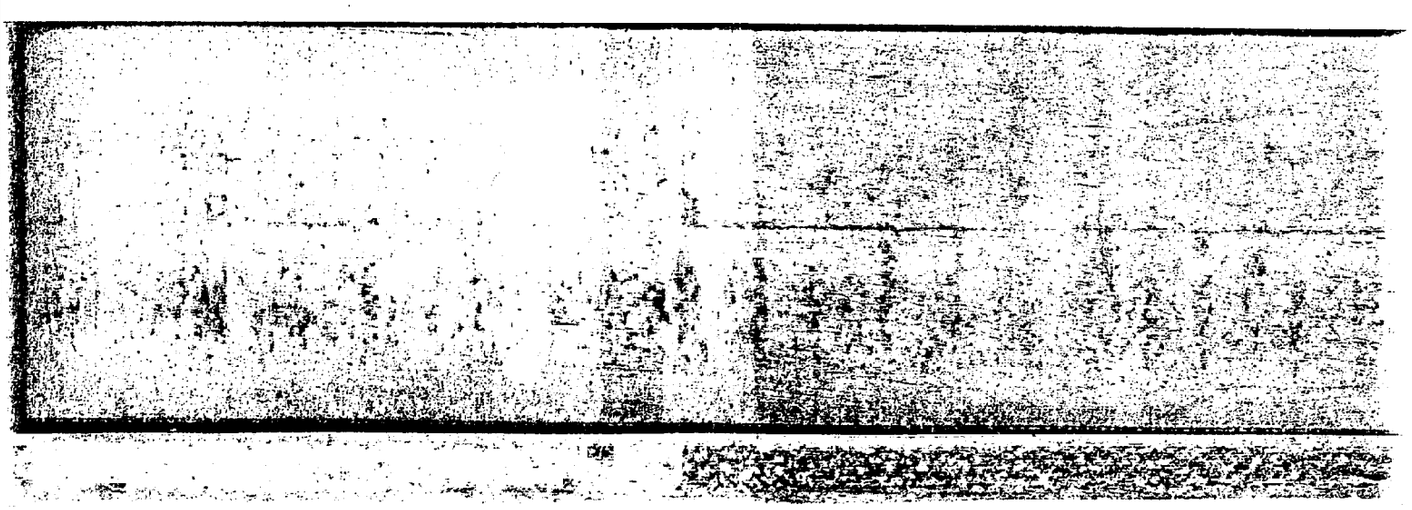
Section 10.1 Restrictions on Transfers

Except as otherwise provided in this Agreement, a General Partner shall not sell, transfer, assign, mortgage or otherwise dispose of or encumber its interest as a Partner in the Partnership or its capital, earnings, assets or property and no Partner consisting of a corporation or a partnership shall cause, permit or suffer any sale, transfer, assignment, mortgage, hypothecation or other encumbrance of any interest in said Partner, unless prior written consent in each instance is obtained from all of the Partners.

Section 10.2 Permitted Transfers

(a) Subject to the provisions of paragraphs (g) and (h) of this Section 10.2, each Partner shall have the right, without the consent of the other Partners, to transfer all or any part of its interest in the Partnership to another Partner, or to a corporation, partnership or other entity directly or indirectly owning at least eighty percent (80%) of, or owned at least eighty percent (80%) by, such Partner, or to a trust created for the benefit of such Partner or such Partner's spouse and/or lineal descendants (herein individually or collectively called "Transferee"), and any Transferee shall have the right, without the consent of the other Partners, to transfer all or any part of its interest in the Partnership to its transferor or to any other Transferee. Ownership of or by a corporation, as used in this Section 10.2, shall mean ownership of all or the stated percentage of each class of voting stock of such corporation.

(b) Subject to the provisions of paragraphs (g) and (h) of this Section 10.2, Ontario shall have the right, provided the consent of BB GenPar is obtained, to transfer a portion of its interest in the Partnership, but not to exceed 99% of such interest in income, loss and distributions other than from the sale of all or



substantially all of the Project, in connection with a Syndication (as hereinafter defined). In addition, BB GenPar and/or Nashville Associates shall have the option to participate in such approved Syndication if they so desire by offering a portion of their interests in the Partnership in connection with such Syndication. BB GenPar shall have thirty days after notice from Ontario of its proposed Syndication pursuant to this paragraph (b) to indicate to Ontario its consent to such Syndication and whether or not it and/or Nashville Associates desire to participate in such Syndication. Failure of BB GenPar to so notify Ontario of its consent or non-consent within such thirty day period shall be deemed the consent of BB GenPar to such Syndication. BB GenPar's liability in connection with any Syndication in which it so elects to participate shall be limited to claims arising out of, based upon or related to any untrue statement or any alleged untrue statement or any omission or alleged omission in information provided by BB GenPar or on behalf of BB GenPar for inclusion in any of the Syndication material.

(c) Subject to the provisions of paragraphs (g) and (h) of this Section 10.2, the partners of Ontario shall have the right, without the consent of the other Partners, to transfer a part of their interests in Ontario, but not to exceed 99% of Ontario's interest from the Partnership in income, loss and distributions other than from the sale of all or substantially all of the Project, and 75% of Ontario's interest from the Partnership in gain and proceeds from the sale of all or substantially all of the Project, in connection with a Syndication. BB GenPar shall have the right to disapprove the category of offeree for such Syndication (I.E. suitability standards, or the number and size of the units being offered) and to disapprove any transferee of an interest in Ontario based upon such transferee's character and reputation, which disapproval based upon character and reputation shall not be unreasonably imposed. BB GenPar shall have thirty days after notice from Ontario of its category of offeree to indicate to Ontario its consent to such category of offeree. Failure of BB GenPar to so notify Ontario of its approval or disapproval within such thirty day period shall be deemed the approval of BB GenPar of such category of offeree. In the event BB GenPar shall have the obligation to locate a buyer for the interest in Ontario offered for the same terms within a period of thirty days after notice of its disapproval of the category of offeree.

(d) A Syndication is defined as an offering to personnel other than employees, agents, independent contractors or other persons providing services to Ontario or its Affiliates, of a portion of Ontario's interest in the Partnership or interest in Ontario, whereby the purchasers of such interests would be assigned or allocated a portion of Ontario's interest in the Partnership or interests in Ontario, whichever is applicable and be admitted as limited partners in the Partnership or in Ontario, whichever is

applicable, and which offering would be conducted in reliance upon exemptions from the registration provisions of applicable federal and state securities laws with the fact of such exemptions being set forth in an opinion of counsel reasonably acceptable to BB GenPar and containing customary assumptions as to matters of fact. BB GenPar shall have the right to reasonably approve any offering memorandum and other materials used in connection with any Syndication, provided, however, such approval* shall in no way constitute a partnership by BB GenPar in such Syndication except to the extent set forth in Section 10.2(b) above and BB GenPar shall except as set forth in Section 10.2(b) assume no liability or responsibility for the Syndication or any offering, memorandum or other materials used in connection therewith.

*rights

(e) The partners of Ontario shall have the right to transfer interests in Ontario to employees, agents, independent contractors or other persons providing services to Ontario or its Affiliates, without the consent of the other Partners, provided that under no circumstances other than as set forth in Section 10.6 shall any transfer of interests in Ontario be permitted unless John P. Grayken and David R. Emery remain in their individual capacities in control of and are the only general partners of Ontario and shall retain a fifty percent (50%) share of any capital transaction relative to Ontario.

(f) A Partner may, with prior written consent of all of the other Partners, transfer all or any part of its interest in the Partnership to any person or entity.

(g) In the event of any transfer or transfers permitted under this Article, the interest so transferred shall be and remain subject to all terms and provisions of this Agreement, the assignee or transferee shall be deemed to have assumed all the obligations hereunder relating to the interests or rights so transferred, shall have such obligations jointly and severally with its transferor and shall agree in writing to the foregoing. Notwithstanding any transfer by any of them, each Partner shall remain (as among the Partners) primarily and directly liable for performance of all its obligations hereunder. No change in ownership of any interest in the Partnership or rights under this Agreement shall be binding upon any other Partner until a certified copy of all instruments executed and delivered in connection with such transfer or assignment shall have been delivered to such other Partners. No transferee of a General Partner shall be admitted as a General Partner without the written consent of all Partners

(h) Any Partner making or offering to make a transfer of all or any part of its interest in the Partnership shall indemnify and hold harmless the Partnership and all other Partners and all of their respective officers, directors, shareholders, agents, employees, or affiliated companies from and against any costs, damages, claims, suits or fees suffered or incurred by the Partnership or any such other Partner arising out of or resulting from any claims by the transferee of such interests or any offerees of such interest in connection with such transfer or offer.

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Section 10.4 Death, Legal Incompetency, Bankruptcy Dissolution or Other Disability of Limited Partner

The death, legal incompetency, bankruptcy, dissolution or other disability of a Limited Partner shall not dissolve or terminate the Partnership. Upon the death, legal incompetency, bankruptcy, dissolution or other disability of a Limited Partner, the estate, personal representative, trustee, guardian or other successor in interest of such Limited Partner shall have all the rights and be liable for all the liabilities of the Limited Partner in the Partnership to the extent of such Limited Partner's interest therein, subject to the terms and conditions of this Agreement, and, with the prior written consent of the General Partners, which may be withheld at their sole discretion, may be substituted for such Limited Partner.

Section 10.5 Recognition of Limited Partners

The Certificate shall be amended and filed pursuant to this Agreement to the extent necessary to recognize the admission of substituted Limited Partners.

Section 10.6 Death or Disability of General Partner of Ontario

(a) In the event of the death or disability of a general partner of Ontario, the BB Partner Group shall have the right, but not the obligation, to purchase from Ontario a portion of its interest in the Partnership equal to such deceased general partner's interest in Ontario multiplied by Ontario's interest in the Partnership, subject to a right of first refusal to the remaining general partner of Ontario to purchase such interest. The purchase price for such interest shall be the appraised net fair market value determined as set forth in Section 10.6(b).

(b) If, upon the death or disability of a general partner of Ontario, the BB Partner Group elects to proceed under this Section 10.6 to purchase a portion of the interest of Ontario in the Partnership at the appraised value thereof, it shall give Ontario written notice of such intention within thirty days of receiving notice of the death or disability of such general partner and the election of the remaining general partner of Ontario to waive his right to purchase such interest, and the BB Partner Group shall select an appraiser (the "BB Appraiser") and shall give Ontario written notice of such appraiser in their notice to proceed under this Section 10.6. Within fifteen days thereafter, Ontario shall select and notify the BB Partner Group of an appraiser (the "Ontario Appraiser") and within ten days thereafter the Ontario Appraiser and the BB Appraiser shall select a third appraiser (the "Mutual Appraiser") (the Ontario Appraiser, the BB Appraiser and the Mutual Appraiser being herein collectively called the "Appraisers"). The Appraisers shall be disinterested; shall be qualified to appraise assets of the type owned by the Partnership situated in the vicinity of the Project; shall be members of the

American Institute of Real Estate Appraisers (or any successor association or body of comparable standing if such Institute is not then in existence); and shall have been actively engaged in the appraisal of assets of the nature of the Project for a period of not less than five years immediately preceding their appointment. The BB Partner Group and the Ontario Group shall each pay one-half of the fees and expenses of the Appraisers. If Ontario fails to notify the BB Partner Group of the Ontario Appraiser within such fifteen day period, the BB Appraiser shall be the sole appraiser and his finding shall be binding upon all parties.

(c) The Appraisers shall determine the appraised value of 100% of the Partnership, which shall be the amount by which, at the time such appraisal is made, the fair market value of all the Partnership assets is in excess of all liabilities of the Partnership. The appraised value (the "Appraised Value") of the Partnership shall be the average of the values determined by the three Appraisers. Immediately after reaching their decision (which shall be accomplished within sixty days after the selection of the Mutual Appraiser, or, if no Ontario Appraiser is timely designated within sixty days after the expiration of the allotted fifteen day period for such timely designation), the Appraisers shall give written notice thereof to all the Partners.

(d) The BB Partner Group shall purchase the portion of Ontario's interest in the Partnership described in Section 10.6(a) hereof for a cash price equal to the Appraised Value multiplied by such interest being purchased as described in Section 10.6(a) hereof. The sale shall be consummated within a period of sixty days after the notice of the decision of the Appraisers has been delivered to the Partners (the "Closing Period"). The closing shall be held at a time and place mutually acceptable to the Partners within the Closing Period. At the closing, the selling Partners shall execute and deliver such documents as may be necessary to vest in the purchasing Partners all of the right, title and interest of the selling Partners in the interest in the Partnership being transferred, which shall be free and clear of all liens and encumbrances.

ARTICLE XI

MEETINGS

Meetings of the Partners may be called by any of the General Partners or by the Limited Partner. Such call for a meeting shall be deemed to have been made upon receipt by the Partners of a written request from the a Partner stating the purpose(s) of the meeting. The General Partners shall deposit in the United States Mail, within five (5) days after receipt of such request, written notice to all Partners of the meeting and the purpose for such meeting, which shall be held on a date not less than five (5) nor more

than thirty (30) days after the date of mailing of said notice, at a reasonable time and place.

ARTICLE XII

DURATION, DISSOLUTION, TERMINATION, WINDING UP, REMOVAL OF A GENERAL PARTNER AND RESIGNATION OF A GENERAL PARTNER

Section 12.1 Dissolution and Termination

The Partnership shall be dissolved and terminated only upon the occurrence of the following events:

(a) The expiration of the fixed term of the Partnership;

(b) The bankruptcy of the Partnership; or

(c) The sale or other disposition of all or substantially all of the assets of the Partnership.

Section 12.2 Continuation of Business

Except as provided in Section 12.1, upon dissolution of the Partnership for any reason, the business of the Partnership and title to the property of the Partnership shall be continued and vested in the Partnership continuing the business. Upon any such dissolution, no Partner or its legal representative shall have the right to an account of its interest, as against the Partnership continuing the business, and no Partner or its legal representative, as against the Partnership continuing the business, shall have the right to have the value of its interest, as of the date of dissolution, ascertained or to have any right as a creditor or otherwise with respect to the value of its interest.

Section 12.3 Winding Up of the Partnership

Upon dissolution of the Partnership as provided in Section 12.1, the Partnership shall be wound up, and the General Partners (or if there is no General Partner, a substitute General Partner elected by the Limited Partner) will take full account of the Partnership's assets and liabilities, the assets will be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the proceeds therefrom, to the extent sufficient therefor, will be applied and distributed as set forth in Section 12.4.

Section 12.4 Proceeds Distribution

In the case of a sale or other disposition of all or substantially all of the Project, condemnation of all or substantially all of the Project or termination and liquidation of the Partnership, the proceeds of such sale or

condemnation, shall be applied and distributed, after crediting or charging the Partners' capital accounts pursuant to Section 8.1(b) and as cash is received by the Partnership in the following order of priority:

(a) To the payment of the debts and liabilities of the Partnership (other than debts of the Partnership to the Partners) and the expenses of liquidation.

(b) To the setting up of any reserves which the General Partners reasonably determine are necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the Partners arising out of, or in connection with, the Project. Such reserves may be held by the Managing General Partner for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and at the expiration of such period as the General Partners may deem advisable, to distribute the balance thereafter remaining as provided herein.

(c) To the Partners in repayment of debts of the Partnership to the Partners.

(d) To Ontario, to the extent of its positive capital account, not to exceed the Ontario Priority Distribution not previously distributed.

(e) To Nashville Associates, to the extent of its positive capital account, not to exceed the Associates Deficit Priority Distribution not previously distributed.

(f) To Ontario and Nashville Associates, to the extent of their respective positive capital accounts, not to exceed their respective shares of the Development Savings Distribution not previously distributed.

(g) To the Partners proportionately and to the extent of the remaining amounts of their respective capital accounts, as such accounts have heretofore been adjusted pursuant to this Agreement.

(h) The remaining assets, if any, shall be distributed to the Partners in accordance with their respective Percentage Interests.

Should assets other than cash be distributed, the amount by which the fair market value of the assets, if any, to be distributed exceeds or is less than the basis of such assets shall, to the extent not otherwise recognized by the Partnership, be taken into account in computing gain or loss of the Partnership for purposes of crediting or charging the capital accounts of, and distributing proceeds to, the Partners. If a sale or other disposition involves the creation of a purchase money promissory note in favor of the Partnership, allocations and distributions to the Partners shall be calculated in accordance with the provisions of this Agreement as though the

Partnership had received cash in the face amount of any such note plus all interest to be received by the Partnership thereunder. Cash proceeds shall be distributed in the manner prescribed in this Section 12.4 and the cash payment received by the Partnership attributable to any such note shall be distributed to the Partners in the ratio that the amount of proceeds to be distributed to each Partner (computed as though the face amount of any such note together with all interest to be paid thereon is the equivalent of cash) bears to the aggregate amount of proceeds to be distributed to all Partners (computed as though the face amount of any such note together with all interest to be paid thereon is the equivalent of cash).

ARTICLE XIII

BANK ACCOUNTS

The Capital Contributions of the Partners and other funds of the Partnership shall be deposited in a bank account or accounts which shall be separately owned by the Partnership and maintained by the General Partners. Withdrawals shall be made only in the regular course of Partnership business on the signature of the Managing General Partner or its designee. The approval of all General Partners is required for the designation by the Managing General Partner of any signatory other than a partner of the Managing General Partner or an employee thereof. Any General Partner shall be authorized to sign checks or other withdrawals from the bank accounts in the event the Managing General Partner or its designee is unable to perform such function. All funds not needed in the operation of the business may be deposited, to the extent permitted by applicable law, in interest bearing accounts or invested in short-term United States Government obligations, U.S. Government guaranteed obligations, bank certificates of deposit or other liquid high-grade investments, maturing, in any event, within one year.

ARTICLE XIV

ACCOUNTS AND RECORDS; ACCOUNTANTS

Section 14.1 Accounting Methods; Fiscal Year

The books of account of the Partnership shall be kept on the accrual basis method of accounting. The fiscal year of the Partnership shall be the calendar year.

Section 14.2 Records and Books of Account

(a) The Managing General Partner shall maintain, or cause to be maintained, complete and accurate records and books of account of all transactions of the Partnership wherein shall be entered all transactions, matters and things relating to the Partnership's business as are usually entered into books of account kept by

persons engaged in a business of a like character, all on the method of accounting determined in accordance with Section 14.1 consistently applied.

(b) All of such records and books of account together with all other documents and files of the Partnership, including but not limited to, copies of all documents prepared by the Managing General Partner and all correspondence and drafts of documents, shall, at all times, be kept at the main office of the Partnership or such other place as may be designated by the Managing General Partner and to which the Partners shall have reasonable access as hereinafter provided, and all such records, books of account, documents and files shall be the exclusive property of the Partnership. In the event of the termination of the Partnership interest of the Managing General Partner, all such records, books of account, documents and files shall remain in the exclusive possession of the Partnership. At any time and from time to time while the Partnership continues and until its complete liquidation (but only during reasonable business hours), each Partner may, at his own expense and upon reasonable prior written notice to the Managing General Partner, fully examine, inspect, make copies and audit the Partnership's books, records, accounts and assets, including but not limited to, bank balances and physical inspection of the property or an audit to be made by any competent accountant or other professional employed by its at its expense.

Section 14.3 Expenses, Depreciation, Election and Adjustments

(a) The Partnership shall treat as an expense for federal income tax purposes all amounts chargeable to it for real estate taxes, interest and other charges which may, for federal income tax purposes, be considered as expenses.

(b) Subject to the provisions of Section 8.2, all other elections required or permitted to be made by the General Partners may be made in such manner as will be most advantageous to the Partners.

Section 14.4 Annual Examination and Tax Returns

(a) The books of the Partnership shall be brought to date annually each year by the Managing General Partner or the Accountants. The Managing General Partner or the Accountants shall determine and prepare for such fiscal year, using the accrual basis method of accounting determined in accordance with Section 14.1, consistently applied, the following:

(i) A balance sheet and statement of profit and loss;

(ii) A statement of Partners' equity showing the distributions made and amounts allocated to each Partner and the amounts thereof reportable as ordinary income or gain for federal income tax purposes; and

(iii) Any other statements it deems necessary.

(b) The Managing General Partner or the Accountants shall also prepare all tax returns which the Partnership is required to file and the same shall be filed by the General Partners within the time prescribed by law for the filing of each such return.

(c) At the election of any General Partner, the Accountants shall perform an audit in accordance with generally accepted auditing standards. If an audit is elected pursuant to the above, the financial statements shall include a balance sheet and related statements of income and retained earnings and changes in financial position, and shall be accompanied by a report of an independent public accountant stating that an audit of such financial statements has been made in accordance with generally accepted auditing standards, stating the opinion of the accountant in respect of the financial statements and the accounting principles and practices reflected therein and as to the consistency of the application of accounting principles, and identifying any matters to which the accountant takes exception and stating, to the extent practicable, the effect of each such exception on such financial statements. The financial statements and audit report shall be delivered to each Partner in the Partnership.

ARTICLE XV

STATEMENTS AND INFORMATION

Annual Reports

As soon as reasonably practicable but no later than ninety (90) days after the end of each fiscal year, the Managing General Partner shall cause to be prepared and furnished to each Partner the following information.

(a) All necessary tax reporting information required by the Partners for preparation of their respective income tax returns.

(b) If applicable, a reasonable description by the Managing General Partner of and explanation for:

(i) any Partnership loan payments and taxes that are not current as of the date of the year-end report; and

(ii) any default under any Partnership loan.

(c) A descriptive statement of all transactions, except as otherwise provided herein, relating to the Partnership during the fiscal year between the Partnership and any Affiliate, including the nature of the transaction and the payments involved.

(d) Such other matters as may be material to the operations of the Partnership.

Upon the reasonable request of any Partner for further information with respect to any matter covered above, the Managing General Partner shall furnish such information within thirty (30) days after such request.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 Recipient of Distributions and Payments

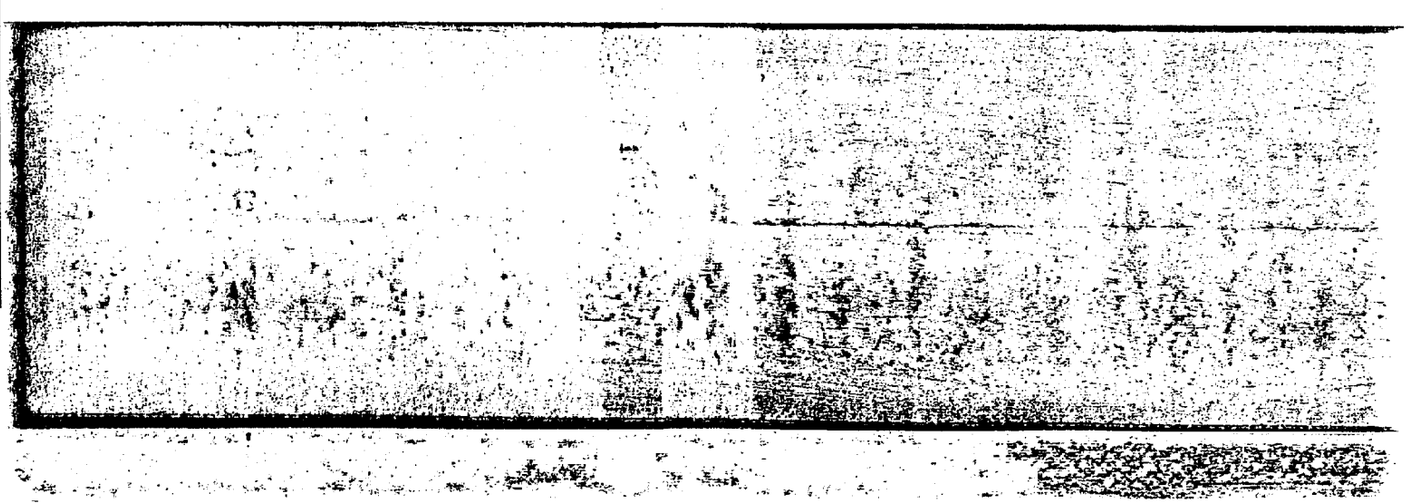
All distributions and payments of cash or property to be made pursuant to the provisions of this Agreement shall be made directly to the parties who are entitled thereto at their respective addresses indicated on Exhibit "A" or elsewhere in this Agreement or at such other address as shall have been set forth in a notice sent pursuant to the provisions of Section 16.2.

Section 16.2 Communications

Except as otherwise expressly provided in this Agreement, any offer, acceptance, election, approval, consent, objection, certification, request, waiver, notice or other document required or permitted to be made or given pursuant to any provisions of this Agreement shall be deemed duly made or given, as the case may be, if in writing, signed by or on behalf of the person making or giving the same, and shall be deemed completed when personally delivered, or when deposited in the U.S. mail, registered or certified, first class, postage prepaid, or otherwise deposited or transmitted by a means whereby evidence of receipt is available including without limitation, overnight delivery services, and Zap Mail, addressed to the person or persons to whom such offer, acceptance, election, approval, consent, certification, request, waiver or notice is to be made or given at their respective addresses, in the case of the Partners, indicated on Exhibit "A" and, in the case of the Partnership, at the office of the Partnership specified in Section 2.2 of this Agreement, or, in any case, at such other address as shall have been set forth in a notice sent pursuant to the provisions of this Section 16.2.

Section 16.3 Entire Agreement; Applicable Law; Effect

This Agreement contains the entire agreement by and among the parties and supersedes any prior understandings and agreements among them respecting the subject hereof; shall be construed, enforced and governed in



conformity with the laws of the State of Tennessee, without giving effect to principles of conflicts of law, and whether in State or Federal Courts; and shall be binding upon the parties hereto, their successors, heirs, devisees, permitted assigns, legal representatives, executors and administrators but shall not be deemed for the benefit of creditors or any other Persons.

Section 16.4 Modification; Waiver or Termination

Except as otherwise expressly provided in this Agreement, no modification, waiver, or termination of this Agreement, or any part hereof, shall be effective unless made in writing signed by the party or parties to be bound thereby, and no failure to pursue or elect any remedy shall constitute a waiver of any default under or breach of any provision of this Agreement, nor shall any waiver of any default under or breach of any provision of this Agreement be deemed to be a waiver of any other subsequent or similar or different default under or breach of such or any other provision or of any election or remedies available in connection therewith. Receipt by any party of any money or other consideration due under this Agreement, with or without knowledge of any breach or default, shall not constitute a waiver of such breach or default of any provision of this Agreement.

Section 16.5 Counterparts

This Agreement may be executed in one or more counterparts and, notwithstanding that all of the parties did not execute the same counterpart, each of such counterparts shall, for all purposes, be deemed to be an original, and all of such counterparts shall constitute one and the same instrument binding on all of the parties hereto. Limited Partners may become parties to this Agreement by executing and delivering to the General Partners a signature page hereto in form approved by the General Partners.

Section 16.6 Separability

Each provision of this Agreement shall be considered separable and (a) if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and (b) if for any reason any provision or provisions of this Agreement would subject the Limited Partners to any personal liability for the obligations of the Partnership under the laws of the State of Tennessee or any other laws, as the same may now or hereafter exist, such provision or provisions shall be deemed void and of no effect.

Section 16.7 Article and Section Headings

Article and Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and shall not be construed in any way to define, limit, extend or describe the scope of any of the provisions hereof.

Section 16.8 Word Meanings

The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

Section 16.9 Exhibits

All exhibits annexed hereto and any documents or instruments delivered simultaneously herewith are expressly made a part of this Agreement, as fully as though completely set forth herein, and all references to this Agreement herein or in any of such writings or elsewhere shall be deemed to refer to and include all such writings.

Section 16.10 Survival of Covenants

The covenants, representations, warranties and other written statements set forth in this Agreement shall survive execution and delivery hereof and making of the Capital Contributions provided for in Article V hereof. All of the same shall be deemed to be independently material and to have been relied upon by the party or parties to whom made.

Section 16.11 Further Actions

Each of the Partners shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the provisions hereof.

ARTICLE XVII

PROHIBITION RE PARTITION

Each of the parties hereto does hereby permanently waive and relinquish any and all rights he may have to cause the Land and Project to be partitioned, it being the intention of the parties to prohibit any parties hereto from bringing a suit for partition against the other parties hereto.

ARTICLE XVIII

In keeping with the requirements of T.C.A. 61-2-102 subparagraph N, the Partners hereto agree that distributions of property other than cash shall be distributed to the Partners solely in accordance with the terms of this Agreement and that no Partner shall have any right to demand such a non-cash distribution of the Partnership.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GENERAL PARTNERS:

ONTARIO GROUP, a Tennessee general partnership

By: _____
John P. Grayken, General Partner

By: _____
David R. Emery, General Partner

BB GENPAR, INC., a Texas corporation

By: _____

LIMITED PARTNER:

NASHVILLE ASSOCIATES LIMITED PARTNERSHIP

BB Bond, Inc., a Texas corporation, sole General Partner

By: _____

WITHDRAWING PARTNER:

ONTARIO GROUP, INC., a Texas corporation

By: David R Emmy

THE STATE OF Tennessee §
§
COUNTY OF DAVIDSON §

I, the undersigned, a Notary Public, do hereby certify that on May 20, 1986, personally appeared before me John P. Grayken, General Partner of Ontario Group, who, being by me first duly sworn, declared that he is the person and partner who signed the foregoing Certificate and Agreement of Limited Partnership that he signed the same for the purposes and consideration therein expressed, in the capacity therein stated, and that all matters stated therein are true and correct.

My commission expires:
July 17, 1988

Rita S. Hicks
Name: Rita S. Hicks
Notary Public in and for
the State of TN

THE STATE OF Tennessee §
§
COUNTY OF DAVIDSON §

I, the undersigned, a Notary Public, do hereby certify that on May 20, 1986, personally appeared before me David R. Emery, General Partner of Ontario Group, who, being by me first duly sworn, declared that he is the person and partner who signed the foregoing Certificate and Agreement of Limited Partnership that he signed the same for the purposes and consideration therein expressed, in the capacity therein stated, and that all matters stated therein are true and correct.

My commission expires:

July 17, 1988

Rita S. Hicks
Name: Rita S. Hicks
Notary Public in and for
the State of TN

THE STATE OF Tennessee §
§
COUNTY OF DAVIDSON §

I, the undersigned, a Notary Public, do hereby certify that on May 20, 1986, personally appeared before me David R. Emery, General Partner of Ontario Group, Inc., who, being by me first duly sworn, declared that he is the person and officer who signed the foregoing Certificate and Agreement of Limited Partnership that he signed the same for the purposes and consideration therein expressed, in the capacity therein stated, and that all matters stated therein are true and correct.

My commission expires:

July 17, 1988

Rita S. Hicks
Name: Rita S. Hicks
Notary Public in and for
the State of TN

THE STATE OF Tennessee §
§
COUNTY OF DAVIDSON §

I, the undersigned, a Notary Public, do hereby certify that on May 20, 1986, personally appeared before me Edward D. Hess, Vice President of BB GenPar, Inc., who, being by me first duly sworn, declared that he is the person and officer who signed the foregoing Certificate and Agreement of Limited Partnership that he signed the same for the purposes and consideration therein expressed, in the capacity therein stated, and that all matters stated therein are true and correct.

My commission expires:

July 17, 1988

Rita S. Hicks
Name: Rita S. Hicks
Notary Public in and for
the State of TN

THE STATE OF Tennessee §
§
COUNTY OF DAVIDSON §

I, the undersigned, a Notary Public, do hereby certify that on May 20, 1986, personally appeared before me Billie J. Ellis, Jr., Vice President of BB Bond, Inc., sole general partner of Nashville Associates Limited Partnership, who, being by me first duly sworn, declared that he is the person and officer who signed the foregoing Certificate and Agreement of Limited Partnership that he signed the same for the purposes and consideration therein expressed, in the capacity therein stated, and that all matters stated therein are true and correct.

My commission expires:

July 17, 1988

Rita S. Hicks
Name: Rita S. Hicks
Notary Public in and for
the State of TN

EXHIBIT "A"

General Partners	Capital Contribution	Percentage of Interest
Ontario Group 3310 West End Avenue Fifth Floor Nashville, TN 37203	$ 500.00	50%
BB GenPar, Inc. 3100 First City Bank Tower 201 Main Fort Worth, Texas 76102	$ 1.00	.1%
Limited Partner		
Nashville Associates Limited Partnership 3100 First City Bank Tower 201 Main Fort Worth, Texas 76102	$ 499.00	49.9%
	$1000.00	100%

EXHIBIT B

Being Lot One of Nashville City Center as shown on the Plan of Record in Book 6250, page 920, Register's Office for Davidson County, Tennessee, and being bounded on the North by Union Street; on the East by Alley No. 74; on the South by Lot Two, Nashville City Center; on the West by Sixth Avenue North and being more particularly described as follows:

Beginning at point, the intersection of the east right-of-way line of Sixth Avenue North and the south right-of-way line of Union Street;

Thence with the south right-of-way line of Union Street, North 62 deg. 51 min. 42 sec. East, 172.00 feet to a point, the intersection of the south right-of-way line of Union Street and the west right-of-way line of Alley No. 74;

Thence with the west right-of-way line of Alley No. 74, South 26 deg. 39 min. 59 sec. East, 288.375 feet to a point, a corner common with Lot Two, Nashville City Center, in the west right-of-way line of Alley No. 74;

Thence with Lot Two, the following bearings and distances;

South 63 deg. 20 min. 01 sec. West, 17.00 feet;
North 53 deg. 09 min. 59 sec. West, 56.00 feet;
South 36 deg. 50 min. 01 sec. West, 5.00 feet;
North 53 deg. 09 min. 59 sec. West, 40.25 feet;
South 63 deg. 20 min. 01 sec. West, 6.33 feet;
North 26 deg. 39 min. 59 sec. West, 12.26 feet;
South 63 deg. 20 min. 01 sec. West, 26.00 feet;
North 71 deg. 39 min. 59 sec. West, 28.28 feet;
South 63 deg. 20 min. 01 sec. West, 40.00 feet;
North 26 deg. 39 min. 59 sec. West, 5.14 feet;
South 63 deg. 20 min. 01 sec. West, 15.24 feet to a point, a corner common with Lot Two, Nashville City Center in the east right-of-way line of Sixth Avenue North;

Thence with the east right-of-way line of Sixth Avenue North, North 26 deg. 40 min. 02 sec. West, 165.65 feet to the point of beginning.

Containing 35,798 square feet, (0.82 acres, more or less).

Being part of the same property conveyed to The Nashville City Center Partnership, a Tennessee limited partnership (formerly Quality Growth Associates, a Tennessee general partnership

composed of Capital Tower Associates, Ltd., a Tennessee limited partnership and Sinate, Inc., a Delaware corporation), by deed from The City Center Partnership, a Tennessee general partnership, of record in Book 6254, page 682, Register's Office for Davidson County, Tennessee. The said Capital Tower Associates, Ltd., and Sinate, Inc. having assigned their interest to Ontario Group, a Tennessee partnership and Ontario Group, Inc., a Texas corporation, respectively by Assignment and Assumption Agreement, dated August 1, 1985.

Being Lot Two of Nashville City Center as shown on the Plan of Record in Book 6250, page 920, Register's Office for Davidson County, Tennessee, and being bounded on the North by Lot One, Nashville City Center; on the East by Alley No. 74; on the South by Downtown Investments, Ltd.; on the West by Sixth Avenue North and being more particularly described as follows:

Beginning at a point, a corner common with Lot One, Nashville City Center, in the west right-of-way line of Alley No. 74, said point being located South 26 deg. 39 min. 59 sec. East, 288.375 feet from the intersection of the west right-of-way line of Alley No. 74 and the south right-of-way line of Union Street;.

Thence with the west right-of-way line of Alley No. 74, South 26 deg. 39 min. 59 sec. East, 48.73 feet to a point, a corner common with Downtown Investments, Ltd. in the west right-of-way line of Alley No. 74;

Thence with Downtown Investments, Ltd., South 62 deg. 52 min. 32 sec. West, 172.00 feet to a point, a corner common with Downtown Investments, Ltd. in the east right-of-way line of Sixth Avenue North;

Thence with the east right-of-way line of Sixth Avenue North, North 26 deg. 40 min. 02 sec. West, 171.41 feet to a point, a corner common with Lot One, Nashville City Center in the east right-of-way line of Sixth Avenue North;

Thence with Lot One, Nashville City Center, the following bearings and distances;

North 63 deg. 20 min. 01 sec. East, 15.24 feet;
South 26 deg. 39 min. 59 sec. East, 5.14 feet;
North 63 deg. 20 min. 01 sec. East, 40.00 feet;
South 71 deg. 39 min. 59 sec. East, 28.28 feet;
North 63 deg. 20 min. 01 sec. East, 26.00 feet;
South 26 deg. 39 min. 59 sec. East, 12.26 feet;
North 63 deg. 20 min. 01 sec. East, 6.33 feet;
South 53 deg. 09 min. 59 sec. East, 40.25 feet;
North 36 deg. 50 min. 01 sec. East, 5.00 feet;
South 53 deg. 09 min. 59 sec. East, 56.00 feet;
North 63 deg. 20 min. 01 sec. East, 17.00 feet to the point of beginning.

Containing 22,177 square feet, (0.51 acres, more or less).

Being part of the same property conveyed to The Nashville City Center Partnership, a Tennessee limited partnership (formerly Quality Growth Associates, a Tennessee general partnership composed of Capital Tower Associates, Ltd., a Tennessee limited partnership and Sinate, Inc., a Delaware corporation), by deed from The City Center Partnership, a Tennessee general partnership, of record in Book 6254, page 682, Register's Office for Davidson County, Tennessee. The said Capital Tower Associates, Ltd., and Sinate, Inc. having assigned their interest to Ontario Group, a Tennessee partnership and Ontario Group, Inc., a Texas corporation, respectively by Assignment and Assumption Agreement, dated August 1, 1985.

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Book 6862 PAGE 999-C

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IDENTIFICATION REFERENCE

MAY 20 4 45 PM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN