BOOK 9530 PG 366

AMENDMENT TO AND RESTATEMENT OF
CERTIFICATE OF LIMITED PARTNERSHIP
OF 333 UNION STREET, LTD.

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WHEREAS, 333 Union Street, Ltd. is a limited partnership (the "Partnership") formed in accordance with the Tennessee Uniform Limited Partnership Act (the "Act") and formerly known as 236-Fourth Avenue, North, as evidenced by Agreement of Limited Partnership dated January 1, 1982, as amended by Amendment to Agreement of Limited Partnership dated March 12, 1987 (collectively, the "Agreement"), and by Certificate of Limited Partnership dated January 6, 1982, and of record in Book 5838, page 379, Register's Office for Davidson County, Tennessee, as amended by First Amendment thereto dated March 12, 1987, and of record in Book 7166, page 761, said Register's Office (collectively, the "Certificate"); and

WHEREAS, the location of the principal place of business of the Partnership has been changed; and

WHEREAS, John C. Neff, one of the General Partners, has assigned his general partnership interest to 333 Union Street Corporation, such interest has been converted to a limited partnership interest, and such assignee has been admitted to the Partnership as an additional Limited Partner, effective as of October 13, 1991; and

WHEREAS, Westview Partners, a Limited Partner, has assigned its limited partnership interest, in equal shares, to the general partners thereof, Douglas C. Neff, Trustee of the Douglas C. Neff Separate Property Trust, Stephen C. Neff, Thomas L. Neff and Linden Neff Mamer, Trustee of the Linden Neff Mamer Separate Property Trust, effective as of January 1, 1994; and

WHEREAS, in order to reflect the foregoing developments, the parties hereto desire to amend the Certificate in certain particulars and to restate the same in its entirety;

NOW, THEREFORE, in consideration of the premises, the Certificate is hereby amended and restated, and the parties do hereby agree and certify as follows:

1. The name of the Partnership is 333 Union Street, Ltd.

2. The character of the business of the Partnership shall be:

To acquire, and hold for investment, a commercial office building located at 236 Fourth Avenue, North, Nashville, Tennessee (the "Building"), to improve and maintain the same, and to lease commercial spaces within the same to third party tenants. The

Partnership may acquire, by purchase, lease, or otherwise, in its own name or in the name of a nominee, other real or personal property, and may own, operate, develop, manage, or lease portions thereof to others, or sell or otherwise dispose of, all or any part of the same. The Partnership may enter into other investments, ventures, and business relations, and may do all things necessary or convenient in connection with or incidental to the foregoing purposes.

3. The location of the principal place of business of the Partnership shall be 333 Union Street, Suite 400, Nashville, Tennessee 37201, or at such other substituted or additional places of business as may be designated by the General Partner.

4. The name and place of residence of the General Partner in the Partnership are as follows:

Name	Address
Willie K. Davis	207 Sheffield Place Nashville, TN 37215

The name and place of residence of each Limited Partner in the Partnership are set forth in Exhibit A hereto.

5. The term of the Partnership shall commence on the filing of the Certificate and shall continue for a term of twenty-five (25) years thereafter unless sooner terminated as provided in the Agreement or by operation of law.

6. The amount of cash contributed by the Limited Partners is set forth opposite their respective names in Exhibit A hereto, together with their respective percentage interests in the Partnership.

7. The additional contributions, if any, agreed to be made by each Limited Partner and the times at which or events on the happening of which they shall be made are governed by the provisions of Paragraph 6(b) of the Agreement, which provides:

> "The General Partner shall have the right to call upon the General and Limited Partners to make additional cash contributions to cover their pro rata portions of expenditures necessary to pay property taxes, maintenance costs, insurance premiums upon the Building, and interest and principal payments as the same become due on any mortgage or other obligation of the Partnership to which Partnership real estate is subject."

8. The contribution of each Limited Partner is to be returned to such Limited Partner upon dissolution of the

Partnership, or at such time as may be otherwise provided by and in accordance with law.

9. The share of profits which each Limited Partner shall receive by reason of his contribution is the same as the Percentage Interest set forth in Exhibit A hereto. The Limited Partners are not entitled to any other compensation.

10. The right of a Limited Partner to substitute an assignee as a Limited Partner in his place, and the terms and conditions of the substitution, are governed by the provisions of Paragraphs 10 and 11 of the Agreement, which read as follows:

> "10. Assignment of Limited Partnership Interest. A Limited Partner shall have the right to assign the whole or any portion of his interest in the Partnership by a written assignment, the terms of which are not in contravention of any of the provisions of this Agreement, which assignment has been duly executed by the assignor and assignee and received by the Partnership and recorded on the books thereof:
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> "(a) The 'effective date' of an assignment of a Partnership interest as used in this Paragraph 10 shall be that date set forth on the written instrument of assignment.
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> "(b) Anything herein to the contrary notwithstanding, both the Partnership and the General Partner shall be entitled to treat the assignor of such interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to him, until such time as the written assignment has been received by, and recorded on, the books of the Partnership.
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> "(c) An assignee of a Partner's interest in the Partnership shall be entitled to receive the distributions of cash or other property from the Partnership attributable to the interest acquired by reason of such assignment from and after the effective date of the assignment of such interest to him except as provided in subparagraph (b) above.
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> "(d) The taxable net profits and tax losses attributable to the Partnership interest acquired by reason of such assignment shall be divided among and allocated between the assignor and assignee of such interest as of the effective date of the assignment of such interest and in accordance with subparagraph (e) below.
>
> "(e) The division and allocation of annual taxable net profits and net losses attributable to the Partnership

interest between assignor and assignee during any fiscal year of the Partnership shall be based upon the length of time during such Partnership fiscal year, as measured by the effective date of the assignment, that the interest was owned by each of them, and shall not be based upon the date or dates during such fiscal year on which monthly income was earned or monthly losses incurred by the Partnership.

"11. Substitution. Notwithstanding the provisions of Section 10 hereof, no assignee of the whole or any portion of a Limited Partner's interest in the Partnership shall have the right to become a substituted Limited Partner in place of his assignor unless all of the following conditions are satisfied:

"(a) The assignor and assignee execute and acknowledge a written instrument of assignment, together with such other instruments as the General Partner may deem necessary or desirable to effect the admission of the assignee as a substituted Limited Partner.

"(b) Such instrument of assignment provided for herein has been delivered to and received by the General Partner.

"(c) The written consent of the General Partner to such substitution shall be obtained, the granting or denial of which shall be within the sole and absolute discretion of the General Partner.

"(d) A transfer fee has been paid to the Partnership which is sufficient to cover all reasonable expenses connected with such assignment and substitution."

11. The General Partner shall have no right to admit a person as a Limited Partner except as otherwise provided in the Agreement.

12. No right has been given to one (1) or more of the Limited Partners to priority over the other Limited Partners as to contributions or as to compensation by way of income.

13. The right the remaining General Partner to continue the business of the Partnership on the death, retirement, or insanity of a General Partner is governed by the provisions of Paragraph 15 of the Agreement, which reads as follows:

"15. Death, Bankruptcy, Incompetency, or Retirement of General Partners.

"(a) Upon the death, or adjudication of legal incompetence, bankruptcy, insolvency, or retirement

(hereinafter referred to as 'disabling event') of one of the General Partners, but not the last remaining General Partner (hereinafter referred to as a 'Disabled General Partner') the Partnership shall not be dissolved and terminated; provided, however, that within thirty (30) days after the occurrence of said disabling event to the Disabled General Partner, the remaining General Partner may elect to terminate the Partnership by sending written notice of such election to each of the remaining Limited Partners, in which event the Partnership shall be dissolved and terminated. If the General Partner does not elect to terminate the Partnership, the General and Limited Partners may elect a new General Partner, or, alternatively, in their sole discretion, may purchase the Disabled General Partner's interest on a pro rata basis, at a price determined pursuant to subparagraph (c) of this Paragraph.

"(b) Upon the death, or adjudication of legal incompetence, bankruptcy, insolvency, or insanity (hereinafter referred to as 'disabling event') of the last remaining General Partner (herein referred to as a 'Disabled General Partner'), the Limited Partners shall have thirty (30) days to select a new General Partner and elect to continue the Partnership; otherwise, the Partnership shall be dissolved and terminated thirty (30) days after the occurrence of the disabling event to the Disabled General Partner. If the Partnership is continued as provided in this subparagraph (b) of this Paragraph, then the new General Partner shall purchase for cash from the Disabled General Partner within thirty (30) days after his election as the General Partner of the Partnership the Disabled General Partner's interest in the Partnership determined pursuant to subparagraph (c) of this Paragraph.

"(c) the purchase price of a Partnership Percentage pursuant to subparagraph (a) and (b) of this Paragraph shall be determined by the regularly employed Certified Public Accountant firm of the Partnership and shall be the amount which the Disabled General Partner would receive with respect to the Partnership Percentage being purchased if the Partnership sold all of its assets except goodwill at the fair market value of all personal property of the Partnership and the then current appraisal value of all real property of the Partnership taking into account all relevant factors, including mortgage indebtedness and/or cash flow from income-producing properties, less Partnership liabilities.

"(d) Any Partnership Percentage of a Disabled General Partner not acquired by a new General Partner pursuant

to subparagraphs (a) and (b) of this Paragraph shall be automatically converted to a Limited Partnership Percentage, and the holder thereof shall thereafter be a Limited Partner in the Partnership.

"(e) If a General Partner does not elect to terminate the Partnership upon the occurrence of a disabling event to the Disabled General Partner, then the Partnership shall be continued as provided herein.

"(f) All of the Partners agree to execute and swear to such documents as my be required to effectuate the substitution of a new General Partner as contemplated hereby."

14. No right has been given to any Limited Partner to demand and receive property other than cash in return for his contribution.

Willie K. Davis, the General Partner, hereby (i) acknowledges his previous consent to the assignment of the general partnership interest of John C. Neff to 333 Union Street Corporation and the addition of such assignee as a Limited Partner in the Partnership, effective as of October 13, 1991, and (ii) consents to the assignment of the limited partnership interest of Westview Partners (10%), in equal shares, to Douglas C. Neff, Trustee of the Douglas C. Neff Separate Property Trust (2.5%), Stephen C. Neff (2.5%), Thomas L. Neff (2.5%) and Linden Neff Mamer, Trustee of the Linden Neff Mamer Separate Property Trust (2.5%), and the substitution of such assignees as Limited Partners in the place and stead of the assigning Limited Partner, effective as of January 1, 1994. The additional, assigning and substitute Limited Partners join herein as required by (former) T.C.A. § 61-2-125.

IN WITNESS WHEREOF, Willie K. Davis, the General Partner, John C. Neff, the assigning former General Partner, and Willie K. Davis, pursuant to the power of attorney contained in Paragraph 17 of the Agreement, as attorney-in-fact for each of the Limited Partners and for the additional, assigning and substitute Limited Partners, have executed this Amendment to and Restatement of Certificate of Limited Partnership of 333 Union Street, Ltd., this 26th day of September, 1994.

GENERAL PARTNER:

Willie K. Davis

ASSIGNING FORMER GENERAL PARTNER:

John C. Neff

LIMITED PARTNERS:

333 UNION STREET CORPORATION
DOUGLAS C. NEFF, TRUSTEE OF THE
DOUGLAS C. NEFF SEPARATE
PROPERTY TRUST
STEPHEN C. NEFF
THOMAS L. NEFF
LINDEN NEFF MAMER, TRUSTEE OF
THE LINDEN NEFF MAMER SEPARATE
PROPERTY TRUST

By: _____
Willie K. Davis, Attorney-in-Fact

ADDITIONAL, ASSIGNING AND SUBSTITUTE
LIMITED PARTNERS:

333 UNION STREET CORPORATION
WESTVIEW PARTNERS
DOUGLAS C.NEFF, TRUSTEE OF THE
DOUGLAS C. NEFF SEPARATE
PROPERTY TRUST
STEPHEN C. NEFF
THOMAS L. NEFF
LINDEN NEFF MAMER, TRUST OF THE
LINDEN NEFF MAMER SEPARATE
PROPERTY TRUST

By: _____
Willie K. Davis, Attorney-in-Fact

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Cami Moss, Notary Public, Willie K. Davis, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of September, 1994.

Cami Moss
Notary Public

My Commission Expires: My Commission Expires July 25, 1995

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Mary Wells, Notary Public, John C. Neff, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 5 day of August, 1994.

Mary Wells
Notary Public

NOTARY PUBLIC AT LARGE

My Commission Expires:

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Cami Moss, Notary Public, Willie K. Davis, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Attorney-in-Fact of the Limited Partners named above, and that he is authorized by said Limited Partners to execute this instrument on behalf of said Limited Partners.

WITNESS my hand, at office, this 26th day of September, 1994.

Cami Moss
Notary Public

My Commission Expires: My Commission Expires July 25, 1998

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Cami Moss, Notary Public, Willie K. Davis, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further acknowledged that he is the Attorney-in-Fact of the Additional, Assigning and Substitute Limited Partners named above, and that he is authorized by said Additional, Assigning and Substitute Limited Partners to execute this instrument on behalf of said Additional, Assigning and Substitute Limited Partners.

WITNESS my hand, at office, this 26th day of September, 1994.

Cami Moss
Notary Public

My Commission Expires: My Commission Expires July 25, 1998

EXHIBIT A

Name of Limited Partner	Place of Residence	Cash Contribution	Percentage Interest
333 Union Street Corporation	c/o John C. Neff 717 Westview Ave. Nashville, TN 37205	$100,000.00	40%
Douglas C. Neff, Trustee of the Douglas C. Neff Separate Property Trust	17 Sunrise Irvine, CA 92715	$ 6,250.00	2.5%
Stephen C. Neff	717 Westview Nashville, TN 37205	$ 6,250.00	2.5%
Thomas L. Neff	717 Westview Nashville, TN 37205	$ 6,250.00	2.5%
Linden Neff Mamer, Trustee of the Linden Neff Mamer Separate Property Trust	3409 Buena Vista San Diego, CA 92109	$ 6,250.00	2.5%

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