Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 02/14/06
REQUEST NUMBER: 5688-0473
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 02/14/06 1233
EFFECTIVE DATE/TIME: 02/14/06 1233
CONTROL NUMBER: 0513431

TO:
WEISS AND WEISS ATTORNEYS
761 OLD HICKORY BLVD
SUITE 301
BRENTWOOD, TN 37027

Davidson County CHARTER
Recvd: 02/17/06 10:38 5 pgs
Fees:7.00 Taxes:0.00
20060217-0019285

RE:
SIGNATURE CENTER, L.P., A TENNESSEE LIMITED PARTNERSHIP
CERTIFICATE OF DOMESTIC LIMITED PARTNERSHIP

CONGRATULATIONS UPON THE FILING OF THE ATTACHED LIMITED PARTNERSHIP, PURSUANT TO THE TENNESSEE REVISED UNIFORM PARTNERSHIP ACT, WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CONTROL NUMBER GIVEN ABOVE.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A LIMITED PARTNERSHIP HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CERTIFICATE OF DOMESTIC LIMITED PARTNERSHIP ON DATE: 02/14/06

FROM:
WEISS & WEISS ATTORNEYS AT LAW
761 OLD HICKORY
BLVD STE 301
BRENTWOOD, TN 37027-0000

	FEES	
RECEIVED:	$100.00	$0.00
TOTAL PAYMENT RECEIVED:		$100.00

RECEIPT NUMBER: 00003870626
ACCOUNT NUMBER: 00369829

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

SS-4458

FILED
2006 FEB 14 PM 12:33
SECRETARY OF STATE

5588-84473

CERTIFICATE

OF

LIMITED PARTNERSHIP

FOR

SIGNATURE CENTER, L.P., a Tennessee Limited Partnership

In compliance with the requirements of The Revised Uniform Partnership Act, §§ 61-1-901 et seq., the undersigned, constituting all general partners of Signature Center, G.P., a Tennessee General Partnership, has this day approved and voluntarily elected to enter into this Certificate of Limited Partnership and do hereby certify:

ARTICLE I

The Tennessee Limited Partnership has been converted from a Tennessee General Partnership.

ARTICLE II

The former name of the Tennessee General Partnership was, Signature Center, G.P., a Tennessee General Partnership.

ARTICLE III

The conversion of Signature Center, G.P., a Tennessee General Partnership, to Signature Center, L.P., a Tennessee Limited Partnership, has been unanimously approved by all the general partners of Signature Center, G.P., a Tennessee General Partnership.

ARTICLE IV

The General Partner of Signature Center, L.P., a Tennessee Limited Partnership, shall be, 1900 Church Street Properties, Inc., a Tennessee Corporation.

ARTICLE V

The Principal and Registered Office of Signature Center, L.P., a Tennessee Limited Partnership, in the State of Tennessee is:

Signature Center, L.P., a Tennessee Limited Partnership
618 Church Street, Suite 200
Nashville, Davidson County, Tennessee 37219

ARTICLE VI

The Registered Agent of Signature Center, L.P., a Tennessee Limited Partnership, in the State of Tennessee is:

Michael D. Shmerling
618 Church Street, Suite 200
Nashville, Davidson County, Tennessee 37219

ARTICLE VII

The business and purpose of Signature Center , L.P., a Tennessee Limited Partnership (the "Partnership") shall consist solely of the acquisition, operation and disposition of the real estate project known as the Signature Center , 1900 Church Street, Nashville, Davidson County, Tennessee 37219 and the Signature Center Parking Garage, 1901 State Street, Nashville, Davidson County, Tennessee 37219 (the "Property") and to enter into a loan transaction ("Loan") with LaSalle Bank National Association (the "Lender") in which the Partnership shall borrow certain monies in the approximate amount of Five Million Eight Hundred Thousand and 00/100 Dollars ($ 5,800,000.00) from the Lender. The Partnership shall:

(a) not own, hold or acquire, directly or indirectly, any ownership interest (legal or equitable) in any real or personal property other than (i) the Property, and (ii) incidental personal property necessary for the ownership or operation of the Property;

(b) not engage in any business other than the ownership, operation and disposition of the Property;

(c) not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Loan, and (ii) unsecured trade payables (and not evidenced by a promissory note) related to the ownership and operation of the Property and incurred in the ordinary course of business and which shall not exceed 60 days in duration from the date such trade payables are first incurred by the Partnership;

(d) maintain its assets, accounts, books, records, financial statements, stationery, invoices, and checks separate from and not commingled with any of those of any other person or entity;

(e) conduct its own business in its own name, pay its own liabilities out of its own funds (including paying salaries of its own employees), allocate fairly and reasonably any overhead for shared employees and office space, and maintain an arm's length relationship with its affiliates;

(f) hold itself out as a separate entity, correct any known misunderstanding regarding its separate identity, and observe all organizational formalities;

(g) not guarantee or become obligated for the debts of any other entity or person or hold out its credits as being available to satisfy the obligations of others, including not acquiring obligations or securities of its partners, members or shareholders'

(h) not pledge its assets for the benefit of any other entity or person or make any loans or advances to any person or entity;

(i) not enter into any contract or agreement with any Guarantor, as defined in the mortgage securing the Loan, or any party which is directly or indirectly controlling, controlled by or under common control with Partnership or Guarantor (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any Guarantor or Affiliate;

(j) maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and maintain a sufficient number of employees in light of its contemplated business operations;

(k) not dissolve or wind up, in whole or in part, and no member of the Partnership shall seek the dissolution or winding up, in whole or in part, of the Partnership, and the Partnership will not merge with or be consolidated into any other entity;

(l) maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any constituent party of the Partnership, Affiliate, Guarantor or any other person; and

(m) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under the mortgage securing the Loan.

Until such time as the Loan has been repaid in full, the Limited Partnership shall not amend,

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modify or terminate any of these provisions of the Limited Partnership's Certificate of Limited Partnership or Limited Partnership Agreement without the prior written consent of the Lender.

5688.0476

ARTICLE VIII

The conversion of Signature Center, G.P., a Tennessee General Partnership, to Signature Center, L.P., a Tennessee Limited Partnership, shall take effect upon the filing of this Certificate of Limited Partnership.

IN WITNESS WHEREOF, for the purpose of forming this limited partnership under the laws of the State of Tennessee, the undersigned, constituting all general partners of Signature Center, G.P., a Tennessee General Partnership, have executed this Certificate of Limited Partnership, this 10TH. day of February, 2006.

Signature Center, G.P.,
a Tennessee General Partnership

By: _____
Michael D. Shmerling, General Partner,
as to a 50% General Partnership Interest

By: _____
Lisa A. Shmerling, General Partner,
as to a 50% General Partnership Interest