



UCC FILING & SEARCH SERVICES, INC.
521 East Park Avenue
Tallahassee, Florida 32301
(904) 81-6528

HOLD
FOR PICKUP BY
UCC SERVICES
OFFICE USE ONLY

A99000001219

November 21, 2001

CORPORATION NAME (S) AND DOCUMENT NUMBER (S):

Nashville International Associates, Ltd.

Filing Evidence

☒ Plain/Confirmation Copy

☐ Certified Copy

Retrieval Request

☐ Photocopy

☐ Certified Copy

Type of Document

☐ Certificate of Status

☐ Certificate of Good Standing

☐ Articles Only

☐ All Charter Documents to Include
Articles & Amendments

☐ Fictitious Name Certificate

☐ Other

(u)

NEW FILINGS	
<input type="checkbox"/>	Profit
<input type="checkbox"/>	Non Profit
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Domestication
<input type="checkbox"/>	Other

AMENDMENTS	
<input checked="" type="checkbox"/>	Amendment
<input type="checkbox"/>	Resignation of RA Officer/Director
<input type="checkbox"/>	Change of Registered Agent
<input type="checkbox"/>	Dissolution/Withdrawal
<input type="checkbox"/>	Merger

OTHER FILINGS	
<input type="checkbox"/>	Annual Reports
<input type="checkbox"/>	Fictitious Name
<input type="checkbox"/>	Name Reservation
<input type="checkbox"/>	Reinstatement

REGISTRATION/QUALIFICATION	
<input type="checkbox"/>	Foreign
<input type="checkbox"/>	Limited Liability
<input type="checkbox"/>	Reinstatement
<input type="checkbox"/>	Trademark
<input type="checkbox"/>	Other

FILED
01 NOV 21 PM 12:14
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

RECEIVED
01 NOV 21 AM 10:09
TALLAHASSEE, FLORIDA
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

2000046910321-7
-11/21/01--01042--018
*****52.50 *****52.50

BK

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF LIMITED PARTNERSHIP
OF
NASHVILLE INTERNATIONAL ASSOCIATES, LTD.

01 NOV 21 PM 12:14
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 620.109 of the Florida Revised Uniform Partnership Law, this Florida Limited Partnership, whose certificate was filed with the Florida Dept. of State on July 27, 1999, adopts the following Certificate of Amendment to its Certificate of Limited Partnership.

First: Amendments: The following provisions shall be added to the Certificate of Limited Partnership:

8. Nashville International Associates, LTD's (hereinafter referred to as the "Limited Partnership") business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the real estate project known as International Plaza, located in Nashville, Tennessee (the "Property") and activities incidental thereto.

9. Notwithstanding any other provisions of this Certificate of Limited Partnership and so long as any obligations secured by a first priority deed of trust to secure debt incurred in connection with any financing of the Property (a "Security Instrument") remain outstanding and not discharged in full, without the consent of all partners, the Limited Partnership shall have no authority on behalf of the Limited Partnership to:

- (i) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than obligations secured by the Security Instrument, except unsecured trade and operational debt incurred with trade creditors in the ordinary course of its business of owning and operating the Property in such amounts as are normal and reasonable under the circumstances, provided that such debt is not evidenced by a note and is paid when due and provided in any event that the outstanding principal balance of such debt shall not exceed at any one time four percent (4%) of the outstanding obligations secured by the Security Investment;
- (ii) seek the dissolution or winding up, in whole or in part, of the Limited Partnership;
- (iii) merge into or consolidate with any person or entity or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (iv) file a voluntary petition or otherwise initiate proceedings to have the Limited Partnership adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Limited Partnership, or file a petition seeking or consenting to reorganization or relief of the Limited Partnership as debtor under any applicable federal or state law relating to bankruptcy, insolvency, or other relief for debtors with respect to the Limited Partnership; or seek or consent to the appointment of any trustee, receiver, conservator, assignee, sequestrator, custodian, liquidator (or other similar official) of the Limited Partnership or of all or any substantial part of the properties and assets of the Limited Partnership, or make

any general assignment for the benefit of creditors of the Limited Partnership, or admit in writing the inability of the Limited Partnership to pay its debts generally as they become due or declare or effect a moratorium on the Limited Partnership debt or take any action in furtherance of any such action; or

- (v) amend, modify or alter Sections Eight, Nine, Ten, Eleven, Twelve, Thirteen, and Fourteen of this Certificate of Amendment to the Certificate of Limited Partnership.

Notwithstanding the foregoing and so long as any obligation secured by the Security Instrument remains outstanding and not discharged in full, the Limited Partnership shall have no authority to take any action in items (i) through (iii) and (v) without the written consent of the holder of the Security Instrument.

10. All property owned by the Limited Partnership shall be owned by the Limited Partnership as an entity and, insofar as permitted by applicable law, no partner shall have any ownership interest in any Limited Partnership property in its individual name or right, and each partner's interest in the Limited Partnership shall be personal property for all purposes.

11. The Limited Partnership has not and shall not:

- (a) acquire or own any material asset other than (i) the Property, and (ii) such incidental personal property as may be necessary for the operation of the Property;
- (b) fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the holder of the Security Instrument, amend, modify, terminate or fail to comply with the provisions of this Certificate of Limited Partnership;
- (c) own any subsidiary or make any investment in or acquire the obligations or securities of any other person or entity without the consent of the holder of the Security Instrument;
- (d) commingle its assets with the assets of any of its principal(s), affiliates, or of any other person or entity or transfer any assets to any such person or entity other than distributions on account of equity interests in the Limited Partnership permitted by the Security Instrument and properly accounted for;
- (e) allow any person or entity to pay its debts and liabilities (except for a Guarantor or Indemnitor (as defined in the Security Instrument)) or fail to pay its debts and liabilities solely from its own assets;
- (f) fail to maintain its records, books of account and bank accounts separate and apart from those of the partners, members, principals and affiliates of the Limited Partnership, the affiliates of a partner of the Limited Partnership and any other person or entity or fail to prepare and maintain its own financial statements in accordance with generally accepted accounting principles and susceptible to audit, or if such financial statements are consolidated fail to cause such financial statements to contain footnotes disclosing that the Property is actually owned by the Limited Partnership;

- 01 NOV 2014
FILED
TALLAHASSEE, FLORIDA
- (g) enter into any contract or agreement with any partner, member, principal or affiliate of the Limited Partnership or any guarantor of all or a portion of the obligations secured by the Security Instrument or any partner, member, principal or affiliate thereof, except upon terms and conditions that are fair and substantially similar to those that would be available on an arms-length basis with third parties other than any partner, member, principal or affiliate of the Limited Partnership, as the case may be, any guarantor or any partner, member, principal or affiliate thereof;
 - (h) fail to correct any known misunderstandings regarding the separate identity of the Limited Partnership;
 - (i) hold itself out to be responsible or pledge its assets or credit worthiness for the debts of another person or entity or allow any person or entity to hold itself out to be responsible or pledge its assets or credit worthiness for the debts of the Limited Partnership (except for a Guarantor or Indemnitor (as defined in the Security Instrument));
 - (j) make any loans or advances to any third party, including any partner, member, principal or affiliate of the Limited Partnership, or any partner, member, principal or affiliate thereof;
 - (k) fail to file its own tax returns or to use separate contracts, purchase orders, stationery, invoices and checks;
 - (l) fail either to hold itself out to the public as a legal entity separate and distinct from any other entity or person or to conduct its business solely in its own name in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Limited Partnership is responsible for the debts of any third party (including any partner, member, principal or affiliate of the Limited Partnership or any partner, member, principal or affiliate thereof);
 - (m) fail to allocate fairly and reasonably among the Limited Partnership and any third party (including, without limitation, any guarantor) any overhead for common employees, shared office space or other overhead and administrative expenses;
 - (n) allow any person or entity to pay the salaries of its own employees or fail to maintain a sufficient number of employees for its contemplated business operations;
 - (o) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;
 - (p) share any common logo with or hold itself out as or be considered as a department or division of (i) any partner, principal, member or affiliate of the Limited Partnership, (ii) any affiliate of a partner, principal, member or affiliate of the Limited Partnership, or (iii) any other person or entity or allow any person or entity to identify the Limited Partnership as a department or division of that person or entity; or
- 01 NOV 2014
FILED
TALLAHASSEE, FLORIDA

- (q) conceal assets from any creditor, or enter into any transaction with the intent to hinder, delay or defraud creditors of the Limited Partnership or the creditors of any other person or entity.

12. The bankruptcy, death, dissolution, liquidation, termination or adjudication of incompetency of a partner shall not cause the termination or dissolution of the Limited Partnership and the business of the Limited Partnership shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such partner shall have all the rights of such partner for the purpose of settling or managing its estate or property, subject to satisfying conditions precedent to the admission of such assignee as a substitute partner. The transfer by such trustee, receiver, executor, administrator, committee, guardian or conservator of any Limited Partnership interest shall be subject to all of the restrictions hereunder to which such transfer would have been subject if such transfer had been made by such bankrupt, deceased, dissolved, liquidated, terminated or incompetent partner.

13. Notwithstanding any provision hereof to the contrary, any indemnification claim against the Limited Partnership arising under this Certificate of Limited Partnership or the Limited Partnership Agreement of the Limited Partner or the laws of the state of organization of the Limited Partnership shall be fully subordinate to any obligations of the Limited Partnership arising under the Security Instrument or any other Loan Document (as defined in the Security Instrument), and shall only constitute a claim against the Limited Partnership to the extent of, and shall be paid by the Limited Partnership in monthly installments only from, the excess of net operating income for any month over all amounts then due under the Security Instrument and the other Loan Documents.

SECOND: This Certificate of Amendment to the Certificate of Limited Partnership shall be effective at the time of its filing with the Florida Department of State.

The execution of this Certificate of Amendment to the Certificate of Limited Partnership by the undersigned General Partner constitutes an affirmation under the penalties of perjury that the facts stated herein are true.

FILED
01 NOV 21 PM 12:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN WITNESS WHEREOF, this Certificate of Limited Partnership has been executed by the General Partner of Nashville International Associates, Ltd. this 14th day of November, 2001.

NASHVILLE INTERNATIONAL ASSOCIATES, LTD.

By: NASHVILLE INTERNATIONAL GP, LTD.,
its general partner

By: NASHVILLE INTERNATIONAL GP, INC.,
its general partner

By: [Signature]

Name: Rocco Terrera

Title: Vice President

FILED
01 NOV 21 PM 12:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by Rocco Terrera, Vice President of Nashville International GP, Inc., a Florida corporation, as General Partner of Nashville International GP, Ltd., a Florida limited partnership, General Partner of Nashville International Associates, Ltd., who is personally known to me.

NOTARY PUBLIC:

Judith Louise Sherman

My commission expires:

2/1/03



Judith Louise Sherman
Commission # CC 798149
Expires FEB. 1, 2003
BONDED THRU
ATLANTIC BONDING CO., INC.