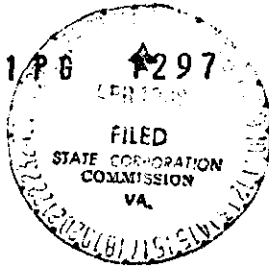


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88/11-1 11:22

THIRD AMENDED and RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
FALCON POINTE LIMITED PARTNERSHIP

WE, THE UNDERSIGNED, desiring to associate ourselves together as a limited partnership under and by virtue of the laws of the State of Virginia, hereby make, subscribe and swear to this Third Amended and Restated Certificate.

I. (a) The name of the partnership is Falcon Pointe Limited Partnership.

(b) The original Certificate of Partnership in the name of Falcon Pointe, was filed in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, and an Amended Certificate of Partnership in the name of Falcon Pointe, was filed in the Clerk's Office of the Circuit Court for Roanoke County, Virginia, and a Second Amended Certificate of Limited Partnership of Falcon Pointe was filed in the Clerk's Office of the Circuit Court for Roanoke County, Virginia.

II. The nature, purpose and character of the business of the Partnership shall be as follows:

(a) To construct, operate, maintain and improve, and to buy, own, sell, convey, assign, mortgage or lease any real estate and any personal property owned by the Partnership, and in all respects act as owner of real and personal property;

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objectives of its business to secure the same by mortgage pledge or other lien.

III. (a) The address of the principal place of business shall be 2917 Penn Forest Blvd., S. W., Roanoke, Virginia, in the County of Roanoke, Virginia, which is the place the records of the partnership shall be maintained. The General Partners shall have the right to change the principal place of business of the Partnership upon notice to the Limited Partners.

LAW OFFICES
 JOLLY, PLACÉ,
 FRALIN & PRILLAMAN, P.C.

Blanco Box 52



2014011574 00048

FORSYTH CO, NC FEE \$26.00
 PRESENTED & RECORDED:

04-04-2014 11:14:33 AM

C. NORMAN HOLLEMAN
 REGISTER OF DEEDS
 BY: RANDY L SMITH
 DPTY

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(b) The name and address of the Resident Agent of the Partnership in Virginia is as follows:

W. H. Fralin
3912 Electric Road, S. W.
Roanoke, Virginia 24018
(County of Roanoke)

who is a resident of the State of Virginia and a member of the Virginia State Bar.

- IV. The names and addresses of the General Partners and each Limited Partner is listed in Exhibit "A" attached hereto and hereby incorporated herein by reference.
- V. Except for the obligation to restore any deficits in their capital accounts no Partner has agreed to make any additional contributions to the capital of the Partnership.
- VI. No Limited Partner may grant the right to become a limited partner in the Partnership to an assignee without the consent of the General Partners which shall be conditioned upon (a) the sale, assignment, or other transfer instrument being in form and substance satisfactory to the General Partners; (b) the execution and acknowledgement by the assignor, vendor or other transferor, and assignee, vendee or other transferee named therein of such instruments as the General Partners may deem necessary or desirable to effectuate such admission; (c) the assignee's, vendee's or other transferee's written acceptance and adoption of all the terms, provisions and obligations under the documents governing the Partnership, as the same may have been amended; and (d) the assignee, vendee, or other transferee paying to the Partnership all reasonable expenses connected with his admission, including, but not limited to, the costs of preparing and filing an amended certificate of limited partnership to effect such admission. An assignee of a General Partner may become a Limited Partner.
- VII. (a) The General Partners shall have the right to admit additional Limited Partners under the Partnership Agreement.

(b) Prior to the dissolution (without reconstitution), neither the time at, nor the occurrence of events upon which, the General or Limited Partners may withdraw from the Partnership has been established.

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(c) The death, retirement or insanity of any General Partner shall not terminate this partnership, but in such event, Substitute General Partner(s) shall be appointed.

VIII. (a) Cash from Operations received by the Partnership during any year of the Partnership or part thereof shall be distributed 90% to the Limited Partners on a pro rata basis, and 10% to the General Partners on a pro rata basis. Cash from Operations is distributable to the Partners not more than 30 days after the last business day of each calendar quarter in which the Partnership received the amount to be distributed, but such distribution may be made at such time or times as the General Partners, in their sole discretion may determine.

(b) Net Income of the Partnership for each year of the Partnership (or part thereof) shall be allocated 90% to the Limited Partners on a pro rata basis, 10% to the General Partners on a pro rata basis.

(c) Net Losses of the Partnership for each year of the Partnership (or part thereof) shall be allocated 90% to the Limited Partners on a pro rata basis, and 10% to the General Partners.

(d) Cash from Financings or Capital Transactions will be distributed, as soon as practicable, in the following order of priority: (i) first, to the discharge, to the extent required by any lender or creditor, of any debt and obligation of the Partnership, including optional loans; (ii) second, to the creation of any reserves which the General Partners may deem reasonably necessary for the payment of the contingent liabilities of the Partnership or the General Partners arising out of or in connection with business or operation of the Partnership; and (iii) third, the balance, if any, will be distributed to the General and Limited Partners on a pro rata basis, as set forth in the attached Exhibit "A"

IX. The Partners shall have the right to receive, and the General Partners shall have the right to make distributions which include a return of all or part of the Partners Capital Contributions to the Partnership hereof; provided, however, that no Partner shall have the right to receive, and the General Partners shall not have the right to make, a distribution which includes a return of all or part of a Partner's contribution to the capital of the Partnership, unless after giving effect to the return of a capital contribution, all liabilities, other than the liabilities to

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a Partner for the return of his contribution, do not exceed the fair value of the Partnership's assets. No right is given to a Limited Partner to demand or receive property other than cash in return for his contribution.

- X. The Partnership shall continue as set forth in the original agreement, to-wit: Nov. 30, 2035, or until such an event occurs resulting in the dissolution or termination of the Partnership under the laws of the Commonwealth of Virginia.
- XI. Each of the Partners hereto appoint Horace G. Fralin and/or Elbert H. Waldron, and/or F & W Management Corporation, General Partners (any one of whom may act) as their true and lawful attorney-in-fact for him, to make, execute, sign, acknowledge, and file Amended Certificates of Limited Partnership and Amendments to the Partnership Agreement, which evidence the transfer of Limited Partnership interests and change the percentage of interest of the Limited Partners, so long as any such amendment only reflects a requested transfer by one of the Limited Partners, or such other amendments as in the discretion of the General Partner is in the best interest of the Partnership, or reflects a desired change in the Partnership Agreement, and does not change the interest or liability of any Limited Partner not requesting a transfer of his Partnership interest.
- XII. This Certificate of Limited Partnership may be executed in any number of counterparts with the same effect as if all parties executed a single instrument.

WITNESS the following signatures and seals this 30th day of March, 1988.

GENERAL PARTNER

Horace G. Fralin

(SEAL)

Elbert H. Waldron

(SEAL)

F & W MANAGEMENT CORPORATION

By Elbert H. Waldron

Title: President

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LIMITED PARTNERS

Horace G. Fralin (SEAL)
 Horace G. Fralin

Elbert H. Waldron (SEAL)
 Elbert H. Waldron

Karen Waldron Lester (SEAL)
 Karen Waldron Lester

Richard S. Whitney, Jr. (SEAL)
 Richard S. Whitney, Jr.

Lury W. Goodall, Jr. (SEAL)
 Lury W. Goodall, Jr.

Donald W. Rhinehart (SEAL)
 Donald W. Rhinehart

STATE OF VIRGINIA)
 COUNTY OF Pennock) TO WIT:

The foregoing instrument was acknowledged and sworn to before me this 30th day of March, 1988, by Horace G. Fralin, Elbert H. Waldron, and Elbert H. Waldron, President of F & W Management Corporation, a Virginia corporation, on behalf of said corporation, as General Partners.

My commission expires: December 11, 1988

Shirley C. Wheeling
 Notary Public

STATE OF VIRGINIA)
 COUNTY OF Pennock) TO WIT:

The foregoing instrument was acknowledged before me this 30th day of March, 1988, by Horace G. Fralin, Elbert H.

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Waldron, Karen Waldron Lester, Richard S. Whitney, Jr., Lury W.
Goodall, Jr. and Donald W. Rhintehart, as Limited Partners.

My commission expires: December 11, 1988

Shirley C. Whetling
Notary Public

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THIRD AMENDED
EXHIBIT "A"
FALCON POINTE LIMITED PARTNERSHIP

GENERAL PARTNERS	Percentage Interests
Horace G. Fralin 310 Robin Hood Road, S. E. Roanoke, Virginia	4.995%
Elbert H. Waldron Walnut Grove Farm Shawsville, Virginia	4.995%
F & W Management Corporation 2917 Penn Forest Boulevard Roanoke, Virginia 24018	.010%
 LIMITED PARTNERS	
Horace G. Fralin 310 Robin Hood Road, S. E. Roanoke, Virginia	40.00%
Elbert H. Waldron Walnut Grove Farm Shawsville, Virginia	30.00%
Karen Waldron Lester P. O. Box "D" Elliston, Virginia	10.00%
Richard S. Whitney, Jr. 2917 Penn Forest Blvd., S. W. Roanoke, Virginia	3-1/3%
Lury W. Goodall, Jr. 2917 Penn Forest Blvd., S. W. Roanoke, Virginia	3-1/3%
Donald W. Rhinehart 2917 Penn Forest Blvd., S. W. Roanoke, Virginia	3-1/3%

In the Clerk's Office of the Circuit Court for the County of
Roanoke, Va., this 31 day of May 1988 this Third Amended
was presented, and with the Certificate of acknowledgment
thereto annexed, admitted to record at 12:10 o'clock P. M.

Teste: Elizabeth K. Spivey Clerk
By John Lee A. Stoffer Dep. Clerk

A COPY TESTE: STEVEN A. MCGRAW, CLERK
CIRCUIT COURT, ROANOKE COUNTY, VA.

LAW OFFICES
JOLLY, PLACE,

RALIN & PRILLAMAN, P.C.

DEPUTY CLERK