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**LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
FOCUS ESTERO PARTNERS, LLC**

Certificate of Status	0
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Page Count	15
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SECRETARY OF STATE
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JUN 01 2015
J. HARRIS

**AMENDMENT TO THE
ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY
OF
FOCUS ESTERO PARTNERS, LLC**

The Articles of Organization of Limited Liability of FOCUS ESTERO PARTNERS, LLC (the "Company"), filed on ~~May XXXX 2013~~ (the "Articles of Organization"), is amended as follows: **October 2, 2013**

1. The name of the Company is hereby changed to Waypoint Estero Owner, LLC.
2. The date of filing the original Articles of Organization was October 2, 2013.
3. Article II of the Articles of Organization is hereby amended and replaced in its entirety to read as follows:

"Article II. The street address and the mailing address of the limited liability company is 7284 West Palmetto Park Road, Suite 201, Boca Raton, Florida 33433. "

4. Article IV of the Articles of Organization is hereby amended and replaced in its entirety to read as follows:

"Article IV. The address where records will be kept is c/o Waypoint Residential Management Services, 7284 West Palmetto Road, Suite 201, Boca Raton, Florida 33433. The name and address of the registered agent for service of process is CT Corporation System, whose address is 1200 South Pine Island Road, Suite 250, Plantation, Florida 33324."

5. Waypoint Estero Investors, LP, a Delaware limited partnership (the "New Member") is substituted as the managing member of the Company, replacing the existing members ("Existing Members"). Article V of the Articles of Organization is hereby amended and replaced in its entirety to read as follows:

"Article V. The name and business address of the managing member is:

Waypoint Estero Investors, LP,
c/o LLC
Three Pickwick Plaza
4th Floor
Greenwich, CT 06830"

6. The foregoing amendment shall become effective when filed with the Secretary of State of the State of Florida.

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5/29/2015 4:02:48 PM From: To: 8506176383(3/15)

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment this
29th day of May 2015.

EXISTING MEMBERS:


JEFFREY A. GRAEF


LOUIS S. BECK

NEW MEMBER:

WAYPOINT ESTERO INVESTORS, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

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TALLAHASSEE, FLORIDA

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5/29/2015 4:02:48 PM From: To: 8506176383(4/15)

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment this
29th day of May 2015.

EXISTING MEMBERS:

JEFFREYA. GRAEF

LOUIS S. BECK

NEW MEMBER:

WAYPOINT ESTERO INVESTORS, LP,
a Delaware limited partnership

By: 
Name: LINDA LEWIS
Title: AUTHORIZED SIGNATORY

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ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby agrees to act as registered agent for the Membership named above, to accept service of process at the place designated in this Amendment to the Certificate of Limited Liability Company, and to comply with the provisions of the Florida Revised Uniform Limited Liability Company Act of 2005, and hereby acknowledges that the undersigned is familiar with, and accepts the obligations of such position.

CT CORPORATION SYSTEM

Dated: May 29, 2015

By: Marie T. Chambers
Name: _____
Title: Marie T. Chambers
Special Assistant Secretary

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TALLAHASSEE, FLORIDA

EXHIBIT A
Description of Property

Parcel 1:

A tract or parcel of land being part of Lot 2, all of Lot 3 and Part of Lot 4, Estero Interstate Commerce Park, recorded in Plat Book 73, Pages 11 and 12, Public Records of Lee County, Florida, lying in Section 35, Township 46, South, Range 25, East, Lee County, Florida, being more particularly described as follows:

Commencing at the northeast corner of Lot 2 of said plat; thence South 09° 40' 27" East along the east line of said plat 50.65 feet to an intersection with a line that is 50.00 feet south of (as measured on a perpendicular) and parallel with the north line of said Lot 2 and the Point of Beginning.

From said Point of Beginning the following bearings and distances along the east and south line of said plat: South 09° 40' 27" East for 25.16 feet; South 08° 13' 36" East for 409.51 feet; South 06° 33' 40" East for 298.39 feet; South 32° 35' 13" West for 272.20 feet; South 77° 38' 13" West for 189.33 feet; thence North 16° 44' 06" West departing the south line of said plat, for 266.39 feet; thence North 61° 44' 29" West for 138.63 feet to an intersection with a non tangent curve being the east right-of-way line of Corkscrew Commons Drive (35 feet wide); thence northeasterly along said curved east right of way to the left of radius 282.50 feet (delta 31° 27' 05") (chord bearing North 21° 30' 35" East) (chord 153.13 feet) for 155.07 feet; thence North 05° 47' 04" East along said east right-of-way for 465.59 feet to a point of curvature; thence northeasterly along said easterly curved right-of-way to the right of radius 90.00 feet (delta 52° 45' 37") (chord bearing North 32° 09' 54" East) (chord 79.98 feet) for 82.88 feet to an intersection with a line that is 50.00 feet south of (as measured on a perpendicular) and parallel with the north line of said Lot 2; thence North 89° 32' 48" East departing said easterly right-of-way and along said line for 287.79 feet to the Point of Beginning.

Bearings mentioned hereon are based on the west line of Lot 2, of Estero Interstate Commerce Park, recorded in Plat Book 73, Pages 11-12, Public Records of Lee County, Florida to bear North 05° 47' 04" East,

Parcel Two:

A non-exclusive easement for the benefit of Parcel One for Ingress and egress created in Article 4.02 of the Declaration of Covenants, Conditions and Restrictions for Estero Interstate Commerce Park recorded in Official Record Book 3625, page 4373 as amended, for the purposes described therein.

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EXHIBIT B
Assigned Interests and Rights

[attached]

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT made this 29th day of May 2015, by and between APPALACHIAN OIL COMPANY, a Kentucky corporation d/b/a AOC Shareholders, Inc., a Kentucky corporation ("Assignor") and WAYPOINT ESTERO OWNER, LLC, a Florida limited liability company (formerly known as Focus Estero Partners, LLC, a Florida limited liability company), and WAYPOINT ESTERO INVESTORS, LP (collectively, "Assignee").

RECITALS

A. Pursuant to a certain Membership Interest Purchase and Sale Agreement with Escrow Instructions dated as of January 14, 2015, (as amended, supplemented, and/or modified, the "Agreement"; capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement), the Sellers have agreed to sell to Assignee, upon the terms, provisions and conditions set forth therein, certain membership interests in Focus Estero (as defined below) which owns certain real property situated in Lee County, Florida, as more particularly described on Exhibit A attached hereto and made a part of this Agreement (hereinafter "Property").

B. On March 9, 2015, Assignor sold the Property to Focus Estero Partners, LLC ("Focus Estero"). Assignor also assigned all of its rights and interest in the project to Focus Estero, including, without limitation, Approvals, Project Documents, development credits, authorizations, licenses, permits, certificates, approvals, waivers, plans, specifications or rights of occupancy or other rights or agreements relating to or affecting the Property.

C. In connection with Assignee's purchase of the membership interests in Focus Estero, Assignor desires to assign, to Assignee, all interests of Assignor in the Project, including without limitation, Approvals, Project Documents, development credits, authorizations, licenses, permits, certificates, approvals, waivers, plans, specifications or rights of occupancy or other rights or agreements relating to or affecting the Property and Assignee desires to accept said assignment upon the terms, covenants and conditions set forth in this instrument.

NOW, THEREFORE, in consideration of the purchase price paid by Assignee to Assignor for the Property, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. Assignment Assignor hereby assigns, transfers and sets over unto Assignee, its interest with respect to the Approvals and Permits, the Development Contracts, Construction Documents, Property Files, Relevant Documents, the Intangibles, the Zoning Certifications, the Contracts, and all development credits, authorizations, licenses, permits, certificates, approvals, waivers, plans (including, without limitation, site plans), specifications, or rights of occupancy or other rights or agreements attached hereto as Exhibit B and any other development credit, authorization, license, permit, certificate, approval, plan, specification, or right of occupancy or other right or agreement relating to or affecting the Property, together with

all amendments, extensions, renewals and other modifications thereto (the "Assigned Interests and Rights"), to have and to hold the same unto Assignee, its successors and assigns.

2. Right to Assign. Assignor represents and warrants that Assignor had sole title and full right to assign the Assigned Interests and Rights to Focus Exero and Assignor has the absolute right and authority to assign the Assigned Interests and Rights to Assignee.

3. Indemnification. Assignor represents and warrants that Assignor has complied with all Assigned Interests and Rights and has paid all amounts due or accruing thereunder as of the date of this Agreement, and satisfied all obligations and liabilities in connection with, the Assigned Interest and Rights. Assignor shall and hereby does indemnify and hold harmless Assignee from any and all damages, liens, costs and expenses Assignee incurs with respect to a breach of the foregoing representation and warranty. Assignee shall and does hereby indemnify and hold harmless Assignor from any and all damages, liens, costs and expenses Assignor incurs with respect to any obligations of Assignee that accrue after the date of this Agreement.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, personal representatives, successors and assigns.

{Signature Page Follows}

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IN WITNESS WHEREOF, intending to be legally bound, the parties have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

ATTEST:

ASSIGNOR:

APPALACHIAN OIL CORP.
a Kentucky corporation
d/b/a AOC Shareholders, Inc., a
Kentucky corporation


Name: _____

By: _____
Name: _____
Title: _____

[Signatures Continue Next Page]

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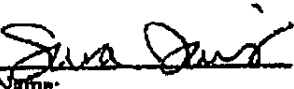
ATTEST:


Name: Sara Davis

ASSIGNEE:
WAYPOINT ESTERO OWNER, LLC, a
Florida limited liability company

By: 
Name: LINDA LEWIS
Title: AUTHORIZED SIGNATORY

ATTEST:


Name: Sara Davis

WAYPOINT ESTERO INVESTORS, LP,
a Delaware limited partnership

By: 
Name: LINDA LEWIS
Title: AUTHORIZED SIGNATORY

(Notary Public signatures on following page)

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 28 day of May 2015,
by Linda Lewis as Authorized Signatory of WAYPOINT ESTERO
OWNER, LLC, a Florida limited liability company, who is known to me or has
produced (Personally known) as identification and did not take an oath.

Carmen Labay
Notary Public
Printed Name: Carmen Labay

My Commission Expires: 10/31/18

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 28 day of May 2015,
by Linda Lewis as Authorized Signatory of WAYPOINT ESTERO
INVESTORS, LP, a Delaware limited partnership, who is known to me or has
produced (Personally known) as identification and did not take an oath.

Carmen Labay
Notary Public
Printed Name: Carmen Labay

My Commission Expires: 10/31/18

12/15/18

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TALLAHASSEE, FLORIDA

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ATTEST:



Name: Sara Davis

ASSIGNEE:

WAYPOINT ESTERO OWNER, LLC, a
Florida limited liability company

By: 

Name: _____

Title: _____

LINDA LEWIS
AUTHORIZED SIGNATORY

ATTEST:



Name: _____

Sara Davis

By: 

Name: _____

Title: _____

LINDA LEWIS
AUTHORIZED SIGNATORY

(Notary Public signatures on following page)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 28 day of May 2015,
by Linda Lewis, as Authorized Signatory, of WAYPOINT ESTERO
OWNER, LLC, a Florida limited liability company, who is known to me or has
produced personally known as identification and did not take an oath.

Carmen Laby
Notary Public
Printed Name: Carmen Laby

My Commission Expires: 10/31/18

8/12/01

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 28 day of May 2015,
by Linda Lewis, as Authorized Signatory, of WAYPOINT ESTERO
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Notary Public
Printed Name: Carmen Laby

My Commission Expires: 10/31/18

10/31/18

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