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CLERK OF THE CIRCUIT COURT
IN AND FOR THE COUNTY OF FLORIDA

**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF
CREATIVE CHOICE HOMES XX, INC.**

The undersigned, as an officer of CREATIVE CHOICE HOMES XX, INC., a Florida corporation (the "Corporation"), desiring to amend the Articles of Incorporation of the Corporation pursuant to the terms of Sections 607.1001 and 607.1002, Chapter 617, Florida Statutes, the Florida Business Corporation Act (the "Act"), states as follows:

1. The current name of the Corporation is CREATIVE CHOICE HOMES XX, INC.
2. The Corporation was form pursuant to those Articles of Incorporation filed with the Florida Department of State on September 24, 1999, which were later amended by an Amendment to the Articles of Incorporation filed with the Florida Department of State on October 31, 2008, which were further amended by an Amendment to the Articles of Incorporation filed with the Florida Department of State on September 16, 2009. The Corporation was converted into a Florida limited liability company, pursuant to that Certificate of Conversion filed with the Florida Department of State on May 11, 2012; however, the LLC was converted back to Creative Choice Homes XX, Inc., a Florida corporation, by the Certificate of Conversion and Articles of Incorporation filed with the Florida Department of State on June 1, 2012.
3. The Articles of Incorporation of the Corporation are hereby amended to include the following as Article VIII:

SPECIAL PURPOSE ENTITY PROVISIONS

8.1 Definitions; Lender Third Party Beneficiary

The capitalized terms in this Article VIII shall have the same meanings as the same capitalized terms in that certain Loan Agreement, dated as of October 12, 2016 (as the same may be amended, restated and/or modified from time to time, the "Loan Agreement"), between Creative Choice Homes XX, Ltd., a Florida limited partnership ("Borrower"), for which this Corporation is the sole general partner, and Walker & Dunlop Commercial Property Funding I CB, LLC, a Delaware limited liability company (together with its successors and/or assigns, "Lender") in the approximate original principal amount of \$10,000,000.00. For so long as this Article VIII is in effect, Lender is an intended third-party beneficiary of this Article VIII, which contains the "special purpose" provisions for this Corporation, and no part of this Article VIII may be amended, or otherwise modified without the consent of the Lender.

8.2 Special Purpose Entity Provisions

Notwithstanding anything to the contrary in the Bylaws, for so long as the Obligations remain outstanding, the Board of Directors shall cause the Corporation to comply with and the Corporation shall comply with the following provisions:

- (a) The Corporation (i) is, and will be organized solely for the purpose of owning partnership interests in Borrower, serving as the general partner of Borrower and transacting lawful business that is incident, necessary and appropriate to accomplish the foregoing, and (ii) will not acquire or own any asset or property other than the partnership interests in Borrower.

(b) The Corporation will not engage in any business other than the ownership of the partnership interests in Borrower and serving as the general partner of Borrower and the Corporation will conduct and operate its business as presently conducted and operated.

(c) The Corporation will not enter into any contract or agreement with any Affiliate except upon terms and conditions that are intrinsically fair, commercially reasonable, and no less favorable to it than would be available on an arms-length basis with third parties other than any such party.

(d) The Corporation will not make any loans or advances to any third party (including any Affiliate or constituent party), and shall not acquire obligations or securities of its Affiliates.

(e) The Corporation is, and intends to remain solvent and the Corporation intends to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets; provided that the foregoing shall not require any direct or indirect member, partner or shareholder of the Corporation to make any additional capital contributions to the Corporation.

(f) The Corporation will do, all things necessary to observe organizational formalities and preserve its existence, and will not (i) terminate or fail to comply with the provisions of its organizational documents, or (ii) unless (A) Lender has consented and (B) following a Securitization of the Loan, the applicable Rating Agencies have issued a Rating Agency Confirmation in connection therewith, amend, modify or otherwise change its articles of incorporation and the Bylaws or other organizational documents.

(g) The Corporation will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person. The Corporation's assets will not be listed as assets on the financial statement of any other Person, provided, however, that the Corporation's assets may be included in a consolidated financial statement of its Affiliates provided that (i) appropriate notation shall be made on such consolidated financial statements to indicate the separateness of the Corporation and such Affiliates and to indicate that the Corporation's assets and credit are not available to satisfy the debts and other obligations of such Affiliates or any other Person, and (ii) such assets shall be listed on the Corporation's own separate balance sheet. The Corporation will file its own tax returns (to the extent the Corporation is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. The Corporation shall maintain its books, records, resolutions and agreements in accordance with the Loan Agreement.

(h) The Corporation will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate or any constituent party of the Corporation), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or department or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name.

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(i) The Corporation intends 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; provided that the foregoing shall not require any direct or indirect shareholder of the Corporation to make any additional capital contributions to the Corporation.

(j) Neither the Corporation nor any constituent party of the Corporation will seek or effect the liquidation, dissolution, winding up, consolidation or merger, in whole or in part, of the Corporation.

(k) The Corporation will not commingle the funds and other assets of the Corporation with those of any Affiliate or constituent party or any other Person, and will hold all of its assets in its own name.

(l) The Corporation will 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 Affiliate or constituent party or any other Person.

(m) The Corporation will not assume or guarantee or become obligated for the debts of any other Person and will not hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person.

(n) Except as permitted by the Lender, the Corporation will not incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation) other than unsecured trade payables incurred in the ordinary course of business related to the ownership of a partnership interest in Borrower that (A) do not exceed at any one time \$10,000.00, and (B) are paid within thirty (30) days after the date incurred.

(o) The Corporation will comply with or cause the compliance with, (i) all of the covenants in this Article VIII, and (ii) all of the organizational documents of Borrower and the Corporation.

(p) The Corporation will not permit any Affiliate or constituent party independent access to its bank accounts.

(q) The Corporation intends to pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations; provided that the foregoing shall not require any direct or indirect shareholder of the Corporation to make any additional capital contributions to the Corporation.

(r) The Corporation shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; provided that the foregoing shall not require any direct or indirect shareholder of the Corporation to make any additional capital contributions to the Corporation.

(s) The Corporation will allocate fairly and reasonably any overhead expenses that are shared with any Affiliate, including shared office space.

(t) The Corporation will have no obligation to indemnify its officers, directors, members or partners, as the case may be, or has such an obligation that is fully subordinated to the Debt and will not constitute a claim against it if cash flow in excess of the amount required to pay the Debt is insufficient to pay such obligation.

(u) The Corporation will not: (A) dissolve, merge, liquidate, consolidate; (B) sell, transfer, dispose, or encumber (except with respect to the Loan Documents) all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (C) engage in any other business activity, or amend its organizational documents with respect to the matters set forth on this Article VIII without the consent of the Lender.

(v) The Corporation does not, and will not have any of its obligations guaranteed by an Affiliate (other than from the Guarantor with respect to the Loan or the Subordinate Loan).

(w) If the Loan (i) remains unsatisfied, and (ii) a Cash Trap Period (as defined in the Loan Agreement) has occurred in accordance with the Loan Documents, then (A) notwithstanding anything to the contrary in the Corporation's Bylaws, shareholders' agreement or any other constituent documents (whether now existing or hereinafter enacted, adopted or executed), the Director shall appoint one Independent Director (as defined in the Loan Agreement); *provided* that such Independent Director shall satisfy the requirements of the Loan Agreement, (B) no Material Action with respect to the Borrower or Corporation may be taken by the Corporation without the consent of such Independent Director, and (C) any Material Action with respect to the Borrower or Corporation taken without the consent of such Independent Director shall be null and void *ab initio*.

(x) During the tenure of any Independent Director, or a during any time period for which an Independent Director is eligible to be appointed or replaced due to vacancy (unless such appointment or replacement is waived by the Lender in writing), no Material Action, as defined in the Loan Agreement, may be taken with respect to the Borrower or the Corporation without the approval of the Independent Director.

8.3 This Article VIII shall automatically terminate upon repayment of all sums due under the Loan Documents.

4. Except as modified by these Articles of Amendment, the Articles of Incorporation of Creative Choice Homes XX, Inc. shall remain the same and in full force and effect.

5. There are no shareholders of the Corporation entitled to vote on this amendment and shareholder action is not required. These Articles of Amendment to the Articles of Incorporation of Creative Choice Homes XX, Inc. were approved and adopted by the Board of Directors of the Corporation.

[SIGNATURE PAGE FOLLOWS]

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The undersigned has executed this Amendment this 12th day of October, 2016.

CREATIVE CHOICE HOMES XX, INC., a
Florida corporation

By:


Yash Pal Kakkar, President

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