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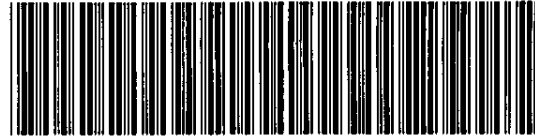
(Business Entity Name)

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TALLAHASSEE, FLORIDA  
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NOV -3 2016

T. LEMIEUX

# SUNSHINE CORPORATE FILING OF FLORIDA INC.

3458 Lakeshore Drive  
Tallahassee, Florida 32312

(850) 656-4724

SUNSHINECORPORATE2014@GMAIL.COM

Date: 11-2-16

ENTITY NAME:

GENEVA MEADOWS  
MANAGEMENT, INC.

**\*\*PLEASE FILE THE ATTACHED AND RETURN:\*\***

☒  
☐  
☐

Plain Copy  
Certified Copy

**\*\*PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY:\*\***

Document Number: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Certified Copy of Arts & Amendments  
Certificate of Good Standing

**\*\*APOSTILLE/NOTARIAL CERTIFICATION:\*\***

COUNTRY OF DESTINATION \_\_\_\_\_

NUMBER OF CERTIFICATES REQUESTED \_\_\_\_\_

TOTAL AMOUNT OWED: 35

CHECK NUMBER: 3025

PLEASE CONTACT TINA OR ERIC AT 850-656-4724 FOR ANY PROBLEMS OR INFORMATION ON THIS MATTER.

Thank you!

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF**

**GENEVA MEADOWS MANAGEMENT, INC.**  
TALLAHASSEE, FLORIDA

FILED

2016 NOV -2 A 11:00

Pursuant to the provisions of section 607.1006, Florida Statutes, Geneva Meadows Management, Inc., a Florida corporation (the "Company"), adopts the following amendments to its Articles of Incorporation:

1. Article 4 of the Articles of Incorporation (titled "Purposes and Powers") is hereby deleted in its entirety and the following text inserted in lieu thereof:

**"ARTICLE 4  
PURPOSES AND POWERS**

The Company is the sole Managing Member of Chastain Meadows 2014, LLC, a Georgia limited liability company ("Owner"), the owner of certain property located in Cobb County, Georgia and commonly known as Home Center Village. Notwithstanding anything herein to the contrary, for so long as that certain first mortgage loan (the "Loan") made on or about November 4, 2016 by Natixis Real Estate Capital LLC ("Lender") to Owner pursuant to the terms of that certain Loan Agreement by and between Owner and Lender, as same may be amended from time to time, remains outstanding, the following provisions shall apply, and in the event of any conflict between the provisions of this Article 4 and any provisions of the Articles of Incorporation, the provisions of this Article 4 shall prevail. All capitalized terms within this Article 4 shall have the meanings set forth in the Loan Agreement.

(a) The Company shall be a Special Purpose Entity. A "Special Purpose Entity" means a corporation which was organized solely for the purpose of acting as the Managing Member of Owner, heretofore not has not engaged in any business unrelated to acting as the Managing Member of Owner, and heretofore has not had any assets other than those related to its membership interest in Owner. Additionally, from and after the date of the Loan, the Company:

(i) will be organized solely for the purpose of acting as the Managing Member of Owner;

(ii) will not engage in any business unrelated to acting as the Managing Member of Owner;

(iii) will not have any assets other than those related to its member interest in Owner;

(iv) will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger, asset sale (except as expressly permitted by the Loan

Agreement), transfer of membership interests, or amendment of its, articles of incorporation, or Bylaws;

(v) will not cause or allow its Board of Directors to take any action requiring the unanimous affirmative vote of one hundred percent (100%) of the members of the Board of Directors unless all of the Directors shall have participated in such vote;

(vi) will not without the unanimous written consent of its shareholders and directors, with respect to itself or to any other entity in which the Company has a direct or indirect legal or beneficial ownership interest, take any Bankruptcy Action;

(vii) will intend to maintain adequate capital in light of its contemplated business operations, provided, however, the foregoing shall not require any direct or indirect member, partner or shareholder of Owner to make any additional capital contributions to Owner;

(viii) will not fail to correct any known misunderstanding regarding the separate identity of the Company;

(ix) will maintain its accounts, books and records separate from any other Person and will file its own tax returns separate from any other Person; provided, however,

(x) will maintain its books, records, resolutions and agreements as official records separate from any other Person;

(xi) will not commingle its funds or assets with those of any other Person;

(xii) has held and will hold its assets in its own name;

(xiii) will conduct its business in its name only, and has not and will not use any trade name,;

(xiv) will maintain its financial statements, accounting records and other entity documents separate from any other Person;

(xv) will pay its own liabilities, including the salaries of its own employees, out of its own funds and assets;

(xvi) will observe all corporate formalities;

(xvii) will maintain an arm's-length relationship with its Affiliates;

(xviii) will have no indebtedness other than unsecured trade payables in the ordinary course of business relating to acting as the Managing Member of Owner which (1) do not exceed, at any time, \$10,000 and (2) are paid within sixty (60) days of the date incurred;

(xix) will not assume or guarantee or become obligated for the debts or obligations of any other Person or hold out its credit or assets as being available to satisfy the debts or obligations of any other Person except for the Loan;

(xx) will not acquire obligations or securities of its partners, members or shareholders;

(xxi) will allocate fairly and reasonably shared expenses, including shared office space, and uses separate stationery, invoices and checks bearing its own name;

(xxii) except in connection with the Loan, will not pledge its assets for the benefit of any other Person;

(xxiii) will hold itself out and identify itself as a separate and distinct entity under its own name and not as a division or part of any other Person;

(xxiv) 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 other Person;

(xxv) will not make loans to any Person;

(xxvi) will not identify its shareholders, or any Affiliate of any of them, as a division or part of it;

(xxvii) will not enter into or be a party to, any transaction, contract or agreement with its shareholders or Affiliates except in the ordinary course of its business and on terms which are intrinsically fair and are no less favorable to it than would be obtained in a comparable arm's-length transaction with an unrelated third party;

(xxviii) has and will have no obligation to indemnify its officers or directors, 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; and

(xxix) will consider the interests of its creditors in connection with all corporate actions, as applicable.

(b) "Bankruptcy Action" means, with respect to any Person, if such Person:

(i) makes an assignment for the benefit of creditors;

(ii) files a voluntary petition in bankruptcy;

(iii) is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceedings;

(iv) consents to or files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;

(v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any bankruptcy or insolvency proceeding;

(vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver, liquidator, sequestrator, custodian or any similar official of or for such Person or of all or any substantial part of its properties;

(vii) one hundred twenty (120) days after the commencement of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed;

(viii) within ninety (90) days after the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within ninety (90) days after the expiration of any such stay, the appointment is not vacated; or

(ix) takes any action in furtherance of any of the foregoing.

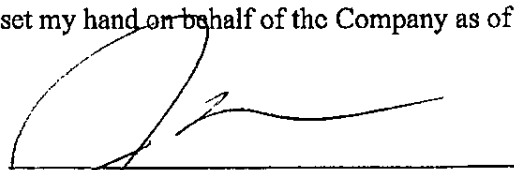
2. Place of Business. Notwithstanding any provision of the Articles of Incorporation to the contrary, the principal place of business of the Company shall be 2150 SW 10th St., Suite B, Deerfield Beach, Florida 33442.

3. No Other Amendments. All other Articles and provisions of the Articles of Incorporation shall remain in full force and effect.

These Articles of Amendment to the Articles of Incorporation were adopted by the shareholders and directors of the Corporation on November 1, 2016. The number of votes cast for these Articles of Amendment were sufficient for approval. These Articles of Amendment shall become effective upon filing with the Department of State of the State of Florida, or, if earlier, the date of the Loan.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Company as of the day and year set forth above.

A handwritten signature in black ink, appearing to read 'Jarred E. Elmar', is written over a horizontal line.

Name: Jarred E. Elmar  
Title: President, Geneva Meadows  
Management, Inc., a Florida corporation