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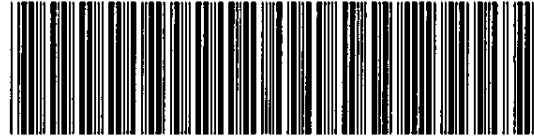
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



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January 8, 2016

Via Overnight UPS

Florida Department of State
Amendment Section - Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

Re: Articles of Amendment to Articles of Incorporation

Company: Venice Management Inc., a Florida corporation

Document No: P15000099816

Dear Sir or Madam,

Please find enclosed Articles of Amendment to the Articles of Incorporation of Venice Management Inc., a Florida corporation (the "Corporation").

These Articles of Amendment are intended to amend and restate, in its entirety, the Articles of Incorporation of the Corporation, as filed and adopted by your Office on December 14, 2016.

Enclosed is a check payable to the "Florida Department of State" in the amount of \$43.75 for filing fees (\$35.00) and certified copy fees (\$8.75) for filing fees.

Please feel free to call me at 407-801-3330 if you have any concerns or questions regarding this filing. We appreciate your assistance with and prompt attention to this matter.

Very truly yours,

Chirag B. Kabrawala

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
VENICE MANAGEMENT INC.**

Pursuant to Section 607.1007, *Florida Statutes*, the undersigned, being the sole shareholder and President of VENICE MANAGEMENT INC., a Florida profit corporation (the "Corporation") hereby submits the following Amended and Restated Articles of Incorporation (the "Articles") of the Corporation. These Articles are a complete amendment and restatement of the original Articles of Incorporation of the Corporation.

FIRST: Articles of Incorporation of the Corporation were filed with the Florida Department of State, Division of Corporations on December 14, 2015; Document Number P15000099816.

SECOND: These Amended and Restated Articles of Incorporation of the Corporation were adopted by all of the shareholders of the voting stock of the Corporation on January 8, 2016, pursuant to Section 607.0704, *Florida Statutes*, and the number of votes cast for adopting this amendment and restatement of the Corporation's Articles of Incorporation was sufficient for approval.

THIRD: These Articles shall be effective as of the date of filing thereof with the Florida Department of State, Division of Corporations.

FOURTH: The text of the original Articles of Incorporation of the Corporation are hereby amended and restated as herein set forth in full and shall supersede the original Articles of Incorporation of the Corporation.

ARTICLE I - NAME

The name of the Corporation is Venice Management Inc.

ARTICLE II - ADDRESSES

The principal place of business and the mailing address of the Corporation is 380 Commercial Court, Venice, Florida 34292.

ARTICLE III - REGISTERED AGENT

The street address of the State of Florida registered agent of the Corporation is 271 Lake Shore Drive, Merritt Island, Florida 32953. The name of the State of Florida registered agent of the Corporation is Samir Patel.

ARTICLE IV - COMMON STOCK

The total number of shares of stock which the Corporation shall have authority to issue is 1,000 shares. All of such shares are common stock, par value \$0.01 per share. Each issued and outstanding share of common stock shall be entitled to vote on each matter submitted to a vote at a meeting of the shareholders.

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TALLAHASSEE, FLORIDA

ARTICLE V - OFFICERS AND DIRECTORS

The initial officer of the Corporation is Samir Patel, who shall serve as President of the Corporation, and whose address is 380 Commercial Court, Venice, Florida 32953.

The initial director of the Corporation is Samir Patel, who shall serve as the sole Director of the Corporation, and whose address is 380 Commercial Court, Venice, Florida 32953.

ARTICLE VI - DURATION

The term of existence of the Corporation is perpetual.

ARTICLE VII – PURPOSE; SPECIAL PURPOSE COVENANTS

The Corporation may transact any and all lawful business for which corporations may be organized under the Florida Business Corporation Act, Chapter 607, *Florida Statutes*.

Notwithstanding the foregoing, or anything to the contrary contained in these Articles, any Bylaws adopted by the Corporation, or any other document governing the formation, management and operation of the Corporation, so long as any of the “Obligations” as defined in the Loan Agreement (the “Loan Agreement”) between Venice 380 LLC, a Delaware limited liability company (“Borrower”) and German American Capital Corporation, a Maryland corporation, or an affiliate thereof and/or its successor and/or assigns (“Lender”) remain outstanding and such Obligations are not paid and performed in full, then the following special purpose covenants shall apply to Corporation:

(a) Corporation has not and will not enter into any contract or agreement with any Affiliate (as defined in the Loan Agreement) of Borrower 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.

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

(c) Corporation has been, is, and intends to remain solvent and Corporation has paid and 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 Corporation to make any additional capital contributions to Corporation.

(d) Corporation has done or caused to be done, and will do, all things necessary to observe organizational formalities and preserve its existence.

(e) Corporation has maintained and will maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any other Person (as defined in the Loan Agreement). Corporation’s assets will not be listed as assets on the financial statement of any other Person, provided, however, that 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 Corporation and such Affiliates and to indicate that 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 Corporation's own separate balance sheet. Corporation will file its own tax returns (to the extent Corporation is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person. Corporation has maintained and shall maintain its books, records, resolutions and agreements in accordance with this Agreement.

(f) Corporation has been, will be, and at all times has held and will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate of Corporation or any constituent party of 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.

(g) Corporation has maintained and 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.

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

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

(j) Corporation has and 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.

(k) Corporation has not and will not assume or guarantee or become obligated for the debts of any other Person and does not 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.

(l) Corporation's sole asset is its interest in Borrower and Corporation (i) will cause Borrower to be a Special Purpose Bankruptcy Remote Entity (as defined in the Loan Agreement); and (ii) will not engage in any business or activity other than owning an interest in Borrower;

(m) Corporation will not acquire or own any assets other than its membership interest in Borrower;

(n) 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 an interest in Borrower that (i) do not exceed at any one time \$10,000.00, and (ii) are paid within thirty (30) days after the date incurred.

(o) Corporation hereby covenants and agrees that it will comply with or cause the compliance with, all of the representations, warranties and covenants in these Articles.

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

(q) Corporation has paid and intends to pay its own liabilities and expenses, including the salaries of its own employees (if any) from its own funds, and has maintained and shall maintain a sufficient number of employees (if any) in light of its contemplated business operations.

(r) Corporation has compensated and 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.

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

(t) Except in connection with the Loan (as defined in the Loan Agreement), Corporation has not pledged and will not pledge its assets for the benefit of any other Person.

(u) Corporation has and 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 (as defined in the Loan Agreement) 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.

(v) Corporation will not: (i) dissolve, merge, liquidate, consolidate; (ii) sell, transfer, dispose, or encumber (except with respect to the Loan Agreement) all or substantially all of its assets or acquire all or substantially all of the assets of any Person; or (iii) engage in any other business activity, or amend its organizational documents with respect to the matters set forth on these Articles without the consent of the Lender.

(w) Corporation has not, does not, and will not have any of its obligations guaranteed by an Affiliate, other than from the Guarantor (as defined in the Loan Agreement) with respect to the Loan.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned made and executed these Amended and Restated Articles of Incorporation of Venice Management Inc. as of this 8th day of January, 2016.

VENICE MANAGEMENT INC.,
a Florida corporation

by: 
Samir Patel, President

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

Pursuant to the provisions of Section 607.0501, *Florida Statutes*, the undersigned submits the following statement in accepting the designation as registered agent and registered office of Venice Management Inc., a Florida corporation (the "Corporation"), in the Corporation's Amended and Restated Articles of Incorporation.

Having been named as registered agent and to accept services of process for the Corporation at the *registered office designated in the Corporation's Amended and Restated Articles of Incorporation*, the undersigned accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and the undersigned is familiar with and accepts the obligations of its position as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Acceptance by Registered Agent as of this 8th day of January, 2016.


Samir Patel, Registered Agent