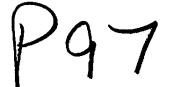
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Division of Corporations Electronic Filing Cover Sheet

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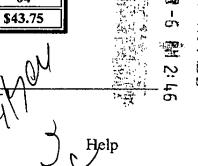
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COR AMND/RESTATE/CORRECT OR O/D RESIGN BKI ASSOCIATES, INC.

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ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF BKI ASSOCIATES, INC. (DOCUMENT # P97000097271)

- 1. The Articles of Incorporation of BKI Associates, Inc. (the "Company") were filed with the Secretary of State of the State of Florida on November 14, 1997.
- 2. The Articles of Incorporation of the Company are hereby amended by the addition of the following at the end of Article III:

"Notwithstanding the foregoing, for so long as the Company is the general partner of Avalon TCI Limited Partnership, a Florida limited partnership (the "Partnership"), and the Partnership maintains a loan (the "Debt") with a lender ("Lender") that requires special purpose entity provisions, the Company shall not:

- (a) merge into or consolidate with any person or entity or, to the fullest extent permitted by law, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;
- (b) (i) fail to observe its organizational formalities or preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the State of Florida, or (ii) without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of it's organizational documents;
- (c) own any subsidiary or make any investment in, any person or entity without the prior written consent of Lender;
- (d) commingle its assets with the assets of any of its members, general partners, affiliates, principals or of any other person or entity, participate in a cash management system with any other person or entity or fail to use its own separate invoices and checks;
- (e) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Debt, except for trade payables in the ordinary course of its business of owning and operating the property pledged as security for the Debt (the "Property"), provided that such debt (i) is not evidenced by a note, (ii) is paid within sixty (60) days of the date incurred, (iii) does not exceed, in the aggregate, two percent (2%) of the outstanding principal balance of the note evidencing the Debt and (iv) is payable to trade creditors and in amounts as are normal and reasonable under the circumstances;
- (f) to the extent the Property produces sufficient revenue, become insolvent and fail to pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due;

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- (g) (i) fail to maintain its records (including financial statements), books of account and bank accounts separate and apart from those of the members, general partners, principals and affiliates, the affiliates of a member, general partner or principal of the Partnership or the Company, and any other person or entity, (ii) permit its assets or liabilities to be listed as assets or liabilities on the financial statement of any other person or entity or (iii) include the assets or liabilities of any other person or entity on its financial statements; provided, however, that its assets may be included in a consolidated financial statement of its affiliates, provided that any such consolidated financial statement shall contain a note indicating that its separate assets and liabilities are neither available to pay the debts of the consolidated entity nor constitute obligations of the consolidated entity;
- enter into any contract or agreement with any member, general partner, principal or affiliate of the Company, a guarantor of the Debt or any member, general partner, principal or affiliate thereof (other than a business management services agreement with an affiliate of the Company), provided that (i) such agreement is acceptable to Lender, (ii) the manager, or equivalent thereof, under such agreement holds itself out as an agent of the Company and (iii) the agreement meets the standards set forth in this subsection (j) following this parenthetical), except upon terms and conditions that are commercially reasonable, intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any member, general partner, principal or affiliate of the Company, such guarantor or any member, general partner, principal or affiliate thereof;
- to the fullest extent permitted by law, seek the dissolution or winding up in whole, or in part, of the Company;
- fail to correct any known misunderstandings regarding the separate identity of the Company, or any member, general partner, principal or affiliate thereof or any other person or entity;
- guarantee or become obligated for the debts of any other person or entity or hold itself out to be responsible for the debts of another person or entity other than with respect to the Debt;
- make any loans or advances to any third party other than the Partnership, including any member, general partner, principal or affiliate of the Company, or any member, general partner, principal or affiliate thereof, and shall not acquire obligations or securities of any member, general partner, principal or affiliate of the Company, or any member, general partner, or affiliate thereof;
- (m) fail to file its own tax returns or be included on the tax returns of any other person or entity except as required by applicable law;

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- (n) fail either to hold itself out to the public as a legal entity separate and distinct from any other person or entity or to conduct its business solely in its own name or a name franchised or licensed to it by an entity other than an affiliate of the Company, and not as a division or part of any other entity in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that the Company is responsible for the debts of any third party other than the Partnership (including any member, general partner, principal or affiliate of the Company, or any member, general partner, principal or affiliate thereof);
- to the extent the Property produces sufficient revenue, fail 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;
- hold itself out as or be considered as a department or division of any person or entity other than the Partnership;
- fail to allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate;
- pledge its assets for the benefit of any other person or entity, other than with respect to the Debt;
- fail to maintain a sufficient number of employees in light of its contemplated business operations;
- fail to provide in its organizational documents that for so long as the Debt is outstanding, it shall not file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of creditors; .
- fail to hold its assets in its own name; or (u)
- have any of its obligations guaranteed by an affiliate (except the guarantor in connection with the Debt).

For so long as the Debt remains outstanding (or until it is defeased), Lender shall be an intended third party beneficiary of this Section."

- This Amendment shall supersede and control over any conflict with any other provisions of the Articles of Incorporation of the Company.
- This Amendment was approved by the unanimous vote of the shareholders of the Company.

From: LIGHTSEY & ASSOCIATES PA

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5. This Amendment shall be effective upon filing with the Secretary of State of the State of Florida.

Beat Kahli, President March 1, 2016