

**SUPPLEMENT TO ARTICLES OF INCORPORATION
OF
WEST HALLAM HOLDINGS MANAGER, INC.**

I, the undersigned, for the purposes of incorporating and organizing a corporation under the Colorado Revised Statutes, do hereby certify as follows:

FIRST: The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under "Colorado Business Corporation Act", C.R.S. Section 7-101-101, *et seq.*

SECOND: Elections of directors need not be by written ballot unless the By-Laws of the Corporation shall otherwise provide or a shareholder demands election by ballot at the meeting and before the voting begins.

THIRD: The following provisions regulate the internal affairs of the Corporation:

Limitations on the Company's Activities.

This Article Three is being adopted in order to comply with certain provisions required in order to qualify the Company as a "special purpose" entity. To the fullest extent permitted by law, the Company shall not, so long as any Obligation is outstanding, amend, alter, change or repeal the definition of "Independent Director" or any other section of this Supplement to Articles of Incorporation (this "***Supplement***") without the unanimous written consent of the Independent Directors. Subject to this Article Three, the Company reserves the right to amend, alter, change or repeal any provisions contained in this Supplement.

Notwithstanding any other provision of this Supplement and any provision of law that otherwise so empowers the Company, the Company or any Officer or any other Person, so long as any Obligation is outstanding, neither the Company nor any Officer nor any other Person shall be authorized or empowered, nor shall they permit the Company, without the prior unanimous written consent of all Independent Directors, to take any Material Action, provided, however, that, so long as any Obligation is outstanding, the Company may not authorize the taking of any Material Action, unless there are at least two Independent Directors then serving in such capacity.

The Company shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Company also shall:

maintain its own separate books and records and bank accounts;

at all times hold itself out to the public as a legal entity separate from any other Person or entity;

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; provided that the foregoing shall not require any direct or indirect shareholder of the Company to make any additional capital contributions to the Company;

file its own tax returns, if any, as may be required under applicable law, to the extent (1) not part of a consolidated group filing a consolidated return or returns or (2) not treated as a division for tax purposes of another taxpayer, and pay any taxes so required to be paid under applicable law;

except as contemplated by the Basic Documents, not commingle its assets with assets of any other Person;

conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence;

maintain separate financial statements;

pay its own liabilities only out of its own funds, provided, however, the foregoing shall not require any direct or indirect shareholder to make any additional capital contributions to the Company;

maintain an arm's length relationship with its Affiliates;

pay the salaries of its own employees, if any, provided, however, the foregoing shall not require any direct or indirect shareholder to make any additional capital contributions to the Company;

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;

allocate fairly and reasonably any overhead for shared office space;

use separate stationery, invoices and checks;

except as contemplated by the Basic Documents, not pledge its assets for the benefit of any other Person;

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 loan and will not constitute a claim against it if cash flow in excess of the amount required to pay the loan is insufficient to pay such obligation;

correct any known misunderstanding regarding its separate identity;

intends to remain solvent and 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 Company to make any additional capital contributions to the Company; and

maintain adequate capital in light of its contemplated business purpose, transactions and liabilities, provided, however, the foregoing shall not require any direct or indirect shareholder to make any additional capital contributions to the Company.

Failure of the Company to comply with any of the foregoing covenants or any other covenants contained in this Supplement shall not affect the status of the Company as a separate legal entity or the limited liability of the Company.

So long as any Obligation is outstanding, the Company shall not:

engage in any business or activity other than owning an interest in Co-Borrower;

hold out its credit or assets as being available to satisfy the obligations of others;

acquire or own any assets other than its partnership or membership interest in Co-Borrower;

except as contemplated by the Basic Documents, assume or guarantee any obligation of any Person, including any Affiliate;

engage, directly or indirectly, in any business other than the actions required or permitted to be performed under this Supplement, the Basic Documents or this Article Three;

commingle the funds and other assets of the Company with those of any Affiliate or constituent party or any other Person except as permitted by the Basic Documents, and has held and will hold all of its assets in its own name;

incur, create or assume any indebtedness other than as expressly permitted under the Basic Documents;

make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any Person, except that the Company may invest in those investments permitted under the Basic Documents and may make any advance required or

expressly permitted to be made pursuant to any provisions of the Basic Documents and permit the same to remain outstanding in accordance with such provisions;

to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, asset sale or transfer of ownership interests other than such activities as are expressly permitted pursuant to any provision of the Basic Documents and subject to obtaining any approvals required under this Supplement;

enter into any contract or agreement with any Affiliate of Co-Borrower except as permitted by the Basic Documents.

permit any Affiliate or constituent party independent access to its bank accounts; or

except as contemplated or permitted by the Basic Documents, form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other).

For so long as the Obligations are outstanding, Lender is and shall be an intended third-party beneficiary the provisions of this Article Three and any and all other “special purpose” provisions of this Supplement.

Independent Director.

As long as the Obligations are outstanding, Company at all times to have at least two Independent Directors. To the fullest extent permitted by law, and notwithstanding any duty otherwise existing at law or in equity, the Independent Directors shall consider only the interests of the Company, including its creditors, in acting or otherwise voting on Company matters. No resignation or removal of an Independent Director, and no appointment of a successor Independent Director, shall be effective until such successor shall have accepted his or her appointment as an Independent Director by a written instrument. In the event of a vacancy in the position of Independent Director, the Company shall, as soon as practicable, appoint a successor Independent Director. All right, power and authority of the Independent Directors shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Supplement. Except for duties to the Company as set forth in the second sentence of this paragraph (including duties to the Company's creditors solely to the extent of their respective economic interests in the Company but excluding (i) the interests of other Affiliates of the Company, and (ii) the interests of any group of Affiliates of which the Company is a part), the Independent Directors shall not have any fiduciary duties to any Director or any other Person bound by this Supplement; provided, however, the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing. To the fullest extent permitted by law, an Independent Director shall not be liable to the Company or any other Person bound by this Supplement for breach of contract or breach of duties (including fiduciary duties), unless the

Independent Director acted in bad faith or engaged in willful misconduct. No Independent Director shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

Subject to the other provisions of this Supplement, for so long as the Obligations are outstanding, an Independent Director may be removed by the Company only for Cause. Notwithstanding anything to the contrary contained in this Supplement, for so long as the Obligations are outstanding, no Independent Director shall be removed or replaced unless the Company provides the Lender with no less than three (3) business days' prior written notice of (a) any proposed removal of such Independent Director, together with a statement as to the reasons for such removal, and (b) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements for an Independent Director set forth in this Supplement.

Benefits of Agreement; No Third-Party Rights.

Except as expressly provided in this Supplement, none of the provisions of this Supplement shall be for the benefit of or enforceable by any creditor of the Company. Except as expressly provided in this Supplement, nothing in this Articles of Incorporation shall be deemed to create any right in any Person not a party hereto, and this Supplement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

For purposes of this Supplement, except as otherwise expressly provided:

“Affiliate” shall mean, as to any Person, any other Person that (i) owns directly or indirectly ten percent (10%) or more of all equity interests in such Person, and/or (ii) is in Control of, is Controlled by or is under common ownership or Control with such Person, and/or (iii) is a director or officer of such Person or of an Affiliate of such Person, and/or (iv) is the spouse, issue or parent of such Person or of an Affiliate of such Person.

“Basic Documents” means that certain Loan Agreement dated on or about March 15, 2019 (the “Loan Agreement”) by and among Lender and certain other co-borrowers, including, West Hallam Holdings, LLC, a Colorado limited liability company as a co-borrower (“Co-Borrower”), of which Co-Borrower, the Company is the manager), and all documents, agreements and instruments now or hereafter evidencing, securing or delivered to Lender in connection with that certain loan made by Lender pursuant to the Loan Agreement, as the same may be (and each of the foregoing defined terms shall refer to such documents as they may be amended, restated, replaced, supplemented or otherwise modified from time to time.

“Cause” shall mean, with respect to an Independent Director, (i) acts or omissions by Independent Director that constitute willful disregard of, or gross negligence with respect to, Independent Director’s duties, (ii) Independent Director has engaged in or has been charged with or has been indicted or convicted for any crime or crimes of fraud or other acts constituting a crime under any law applicable to Independent Director, (iii) Independent Director has breached its fiduciary duties of loyalty and care as and to the extent of such duties in accordance with the terms of Co-Borrower’s or the Company’s organizational documents, (iv) there is a material increase in the fees charged by Independent Director, or a material change to Independent

Director's, terms of service, (v) Independent Director is unable to perform his or her duties as Independent Director due to death, disability or incapacity, or (vi) Independent Director no longer meets the definition of Independent Director.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"Independent Director" means a natural person selected by the Company (a) with prior experience as an independent director or Independent Director, (b) with at least three (3) years of employment experience, (c) who is provided by a Nationally Recognized Service Company, (d) who is duly appointed as an Independent Director and is not, will not be while serving as Independent Director (except pursuant to the provisions hereof, providing for the appointment of such Independent Director to become a "special member") and shall not have been at any time during the preceding five (5) years, any of the following:

(i) a stockholder, director (other than as an Independent Director), officer, employee, partner, attorney or counsel of the Company, any Affiliate of the Company or any direct or indirect parent of the Company;

(ii) a customer, supplier or other Person who derives any of its purchases or revenues from its activities with the Company or any Affiliate of the Company;

(iii) a Person or other entity Controlling or under Common Control with any such stockholder, partner, customer, supplier or other Person; or

(iv) a member of the immediate family of any such stockholder, director, officer, employee, partner, customer, supplier or other Person.

A natural person who otherwise satisfies the foregoing definition and satisfies subparagraph (i) by reason of being the Independent Director of a "special purpose entity" affiliated with the Company shall be qualified to serve as an Independent Director of the Company, provided that the fees that such individual earns from serving as Independent Director of affiliates of the Company in any given year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year.

A natural person who satisfies the foregoing definition other than clause (ii) shall not be disqualified from serving as an Independent Director of the Company if such individual is an independent director or special manager provided by an Nationally Recognized Service Company that provides professional independent directors and special managers and also provides other corporate services in the ordinary course of its business.

"Lender" means LoanCore Capital Credit REIT, LLC, a Delaware limited liability company and its successors and/or assigns.

"Material Action" means to consolidate or merge the Company with or into any Person, or sell all or substantially all of the assets of the Company, or to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or take action in furtherance of any such action, or, to the fullest extent permitted by law, dissolve or liquidate the Company.

"Nationally Recognized Service Company" shall mean any of Universal Registered Agents, Inc., CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company or such other nationally recognized company that provides independent director or Independent Director services and that is reasonably satisfactory to Lender, in each case that is not an Affiliate of the Company and that provides professional independent directors and other corporate services in the ordinary course of its business.

"Obligation" shall mean the indebtedness, liabilities and obligations of Co-Borrower under or in connection with the Basic Documents or any related document in effect as of any date of determination.

"Officer" means an officer of the Company as described herein.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

Capitalized terms used herein without definition shall have the meanings ascribed to such terms in that certain Loan Agreement between Co-Borrower and Lender.

IN WITNESS WHEREOF, by the filing of the Company's attached Articles of Incorporation with the Colorado Secretary of State, I, Curtis B. Sanders, as the Company's Incorporator, affirm that the foregoing is my act and deed and that the facts stated therein are true.