

N12000010600

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

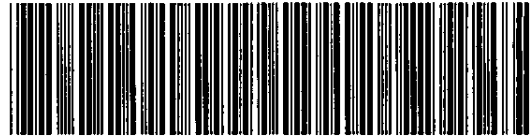
(Business Entity Name)

(Document Number)

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14 JUN 11 PM 3:03  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

JUN 24 2014  
C. CARROTHERS

WALLACE JORDAN  
WALLACE, JORDAN, RATLIFF & BRANDT, LLC

ATTORNEYS & COUNSELORS

June 10, 2014

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Sender Direct Dial: 205 874 0319  
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VIA FEDEX

Division of Corporations  
ATTN: Amendment Section  
2661 Executive Center Circle  
Tallahassee, Florida 32301

RE: Mathison Retirement Community, Inc.  
Your Document Number: N12000010600  
Our File: 2786-31

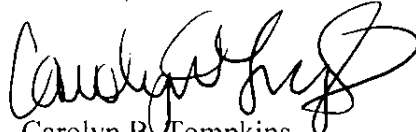
To Whom it May Concern:

Enclosed please see an original Articles of Amendment for filing in regard to the above-referenced corporation. In addition to the filing, **we also request a Certified copy of the filing.** I have included a pre-paid FedEx envelope for return of these items along with our check for \$55 for fees due and payable.

Please let me know immediately if you need anything else in this regard, otherwise we look forward to receiving these items as soon as possible.

Sincerely,

WALLACE, JORDAN, RATLIFF & BRANDT, LLC



Carolyn B. Tompkins  
Paralegal to Michael J. Brandt, Esq.

enclosures

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: Mathison Retirement Community, Inc.**

Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

**Christopher W. Tomlin**

Name of Person

**Mathison Retirement Community, Inc.**

Firm/Company

**1520 Cooper Hill Road**

Address

**Birmingham, AL 35210**

City/State and Zip Code

**ctomlin@methodisthomes.org**

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

**Christopher W. Tomlin**

Name of Person

**at (205) 951.2442**

Area Code

Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☒ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☐ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**MAILING ADDRESS:**  
Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**  
Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

Mathison Retirement Community, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N12000010600

(Document Number of Corporation (if known))

FILED  
14 JUN 11 PM 3:04  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Not applicable

The new

name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc."  
"Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:  
(Principal office address MUST BE A STREET ADDRESS)

Not applicable

C. Enter new mailing address, if applicable:  
(Mailing address MAY BE A POST OFFICE BOX)

Not applicable

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

Not applicable

(Florida street address)

New Registered Office Address:

(City)

, Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

*Please note the officer/director title by the first letter of the office title:*

*P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.*

*Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.*

Example:

<input checked="" type="checkbox"/> Change	<u>PT</u>	<u>John Doe</u>
<input checked="" type="checkbox"/> Remove	<u>V</u>	<u>Mike Jones</u>
<input checked="" type="checkbox"/> Add	<u>SV</u>	<u>Sally Smith</u>

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3 ) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

**E. If amending or adding additional Articles, enter change(s) here:**  
(attach additional sheets, if necessary). (Be specific)

Section 4, Single Purpose Entity Provisions Regarding HUD is hereby  
deleted and the attached Section 4, HUD Provisions, is inserted in its place.

The date of each amendment(s) adoption: June 9, 2014

Effective date if applicable: June 9, 2014  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated June 9, 2014

Signature [Signature]  
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Christopher W. Tomlin  
(Typed or printed name of person signing)

President  
(Title of person signing)

FILED  
14 JUN 11 PM 3:04  
SECRET  
FEDERAL BUREAU OF INVESTIGATION  
U.S. DEPARTMENT OF JUSTICE

AMENDMENT TO  
ARTICLES OF INCORPORATION OF MATHISON RETIREMENT COMMUNITY, INC.

The following Section 4 is added to the Corporation's Articles of Incorporation:

4. HUD Provisions. So long as the Secretary of the Department of Housing and Urban Development ("HUD" or the "Secretary") or HUD's successors or assigns, is the insurer or holder of a loan from Walker & Dunlop, LLC to the Corporation evidenced by a note in the original principal amount of \$7,672,500.00 (the "Note") and secured by a mortgage, security deed, deed of trust or other security instrument (the "Mortgage") on Mathison Retirement Center, FHA Project Number 063-22066 (the "Project") the following provisions shall apply, provided that such provisions will automatically terminate with any further required action when the loan on the Project is no longer insured or held by HUD:

a. DEFINITIONS. The following terms as used herein shall have the following meanings:

"Borrower" shall mean Mathison Retirement Community, Inc., a Florida non-profit corporation.

"HUD Loan Documents" shall mean (i) the Regulatory Agreement (as defined below), (ii) the note executed by Borrower in connection with the HUD Loan, (iii) the security instrument and any other security agreements executed by Borrower in connection with the HUD Loan, (iv) Operator Regulatory Agreement, and (v) Operator Security Agreement

"Operator Regulatory Agreement" shall mean that certain Healthcare Regulatory Agreement – Operator by and between HUD and Borrower as Operator in connection with the HUD Loan.

"Operator Security Agreement" shall mean that certain Operator Security Agreement between HUD and Borrower as Operator in connection with the HUD Loan.

"Regulatory Agreement" shall mean that certain Healthcare Regulatory Agreement – Borrower by and between HUD and Borrower in connection with the HUD Loan.

"Project" or "Healthcare Facility" shall mean that certain assisted living facility located in Panama City, Florida, and commonly known as Mathison Retirement Center, FHA Project No. 063-22066.

b. CONFLICTS WITH THE HUD LOAN DOCUMENTS. If any of the provisions of Borrower's Articles of Incorporation, bylaws or any other organizational document conflicts with the provisions of any of the HUD Loan Documents, the provisions of the HUD Loan Documents shall control.

c. RESTRICTIONS ON AMENDMENTS. No provision required by HUD to be inserted in these Articles of Incorporation or any other organizational document of Borrower



may be amended without the prior written approval of HUD. No provision of these Articles of Incorporation or any other organizational document of Borrower that results in any of the following will have any force or effect without the prior written approval of HUD:

- a. Any amendment that shortens the term of Borrower's existence;
- b. Any amendment that triggers application of HUD's previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, and/or 24 C.F.R. § 200.210, et seq.);
- c. Any amendment that in any way affects the HUD Loan Documents;
- d. Any amendment that would authorize any member, partner, owner, officer, manager, director, and/or any other person, other than one previously approved by HUD, to bind Borrower for all matters concerning the Project that require the consent or approval of HUD;
- e. Any change that is subject to HUD's Transfer of Physical Assets requirements described in Program Obligations, as that term is defined in the HUD Loan Documents; or
- f. Any change in any guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement).

d. HUD LOAN AUTHORIZATION. Borrower is authorized to execute (i) the HUD Loan Documents in order to secure the HUD Loan and (ii) such other documents as may be required by HUD in connection with the HUD Loan.

e. INCOMING MEMBERS, PARTNERS AND OWNERS. Any incoming member, partner and/or owner of Borrower must as a condition of receiving an interest in Borrower agree to be bound by the HUD Loan Documents and all other documents required in connection with the HUD Loan to the same extent and on the same terms as the other respective members, partners and/or owners.

f. DISSOLUTION AND CONVERSION. Borrower shall not be voluntarily dissolved or converted into another form of entity without the prior written approval of HUD. Upon any dissolution of Borrower, no right or title to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any individual or entity that is not bound by the Regulatory Agreement in a manner satisfactory to HUD.

g. LIABILITY OF KEY PRINCIPALS. The key principals of Borrower identified in Section 38 of the Regulatory Agreement are liable in their individual capacities to HUD as set forth in the Regulatory Agreement.

h. OFFICIAL REPRESENTATIVE. Borrower has authorized Christopher W. Tomlin as its official representative for all matters concerning the Project that require the consent or approval of HUD. The signature of this representative shall bind Borrower in all such matters. Borrower may from time to time authorize a new official representative to perform this function, but within three (3) business days of doing so, will provide HUD with written notification of the name, address and telephone number of such new official representative. When an individual other than the individual identified above as the official representative has full or partial

authority to manage the Project, Borrower shall promptly provide HUD with the name of that individual and the nature of that individual's management authority.

i. **BUSINESS OF Borrower.** The business and purpose of Borrower shall consist solely of (a) acquiring, owning, operating and maintaining the Project, (b) executing, delivering and performing its obligations under the HUD Loan Documents, and (c) any lawful activities permitted under the law of the state in which Borrower is organized that are incidental to the foregoing or necessary or convenient to accomplish the foregoing. Borrower shall not engage in any other business or activity. The Project shall be the sole asset of Borrower, and Borrower shall not own any other real estate other than that associated with the Project. Borrower shall comply with all applicable Program Obligations, as that term is defined in the HUD Loan Documents, including those related to distributions. The limitations set forth in this subsection shall also apply to Borrower as "Operator" under the HUD Loan Documents.

j. **INDEMNIFICATION.** Any obligation of Borrower to provide indemnification herein or in any other organizational documents of Borrower shall be limited to (i) coverage afforded under any liability insurance carried by Borrower, and (ii) available "surplus cash" of Borrower as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification are available for payment, the Mortgagor entity shall not (a) pay funds to any members, partners, owners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, managers, partners, officers and directors.

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14 JUN 11 PM 3:04  
SECOND FLORIDA  
TALLAHASSEE, FLORIDA