

N 20796

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(Address)

(Address)

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TALLAHASSEE, FLORIDA

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COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: G-I-M HOUSING, INC.

DOCUMENT NUMBER: N20796

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Patrick H. Agnew

(Name of Contact Person)

Agnew Law Office

(Firm/ Company)

129 South Phelps Avenue Suite 801

(Address)

Rockford, Illinois 61107

(City/ State and Zip Code)

For further information concerning this matter, please call:

Jenny Agnew

(Name of Contact Person)

at (815) 543-3726

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

G-I-M HOUSING, INC.

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

N20796

(Document number of corporation (if known))

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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:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (**BE SPECIFIC**)

Article IV(a) be amended pursuant to Attachment #1.

New Article XI shall be added pursuant to Attachment #2.


New Article XII shall be added pursuant to Attachment #3.

The date of adoption of the amendment(s) was: March 20, 2009

Effective date if applicable: March 20th, 2009
(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 was sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

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.)

Donald Roberts
(Typed or printed name of person signing)

Executive Vice-Chairman, G-I-M Housing, Inc.
(Title of person signing)

FILING FEE: \$35

**ATTACHMENT #1
ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
G-I-M HOUSING, INC.**

ARTICLE IV - PURPOSES

- (a) the corporation shall be a single asset mortgagor and its powers shall be limited to be solely in connection with the application, development and operation of a housing facility and for the provision of services for elderly and handicapped persons under the Department of Housing and Urban Development program as authorized under Section 202 under the Federal Housing Act of 1959, as amended.

**ATTACHMENT #2
ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
G-I-M HOUSING, INC.**

ARTICLE XI - HUD REQUIREMENTS

(a) If any of the provisions of the organizational documents conflict with the terms of the note; mortgage, deed of trust or security deed; security agreement or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents will control.

(b) No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.

(c) No provision in the organizational documents that results in any of the following will have any force or effect without the prior written consent of HUD:

- (1) Any amendment that modifies the term of the mortgagor entity;
- (2) Any amendment that activates the requirement that a HUD Previous Participation Certification be obtained from any additional member,
- (3) Any amendment that in any way affects the note, mortgage, deed of trust or security deed, and security agreement on the Project or the Regulatory Agreement between HUD and the mortgagor entity;
- (4) Any amendment that would authorize any member other than the Manager/General Partner or pre-approved Successor Manager/General Partner to bind the mortgagor entity for all matters concerning the project which requires HUD's consent or approval;
- (5) A change in the Manager/General Partner or pre-approved Successor Manager of the mortgagor entity; or
- (6) Any change in a guarantor of any obligation to the Secretary.

(d) The mortgagor entity is authorized to execute a note, mortgage, deed of trust or security deed and security agreement in order to secure a loan to be insured by the

Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

(e) Any incoming member/partner/owner must as a condition of receiving an interest in the Company agree to be bound by the note, mortgage, deed of trust or security deed, security agreement, the Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members.

(f) Notwithstanding any other provisions, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.

(g) The members, partners, officers and directors and any assignee of a member/partner are liable in their individual capacity to HUD for:

- (1) Funds or property of the Project coming into its possession, which by the provisions of the Regulatory Agreement, the person or entity is not entitled to retain;
- (2) Its own acts and deeds, or acts and deeds of others which it has authorized, in violation of the provisions of the Regulatory Agreement;
- (3) The acts and deeds of affiliates, as defined in the Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the Regulatory Agreement; and
- (4) As otherwise provided by law.

(h) The company shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

(i) The company has designated Donald Roberts, Executive Vice Chairman, as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the company in all such matters. The company may from time to time appoint a new representative to perform this function, but within 3 business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the project, the company will promptly provide HUD with the name of that person and the nature of that person's management authority.

**ATTACHMENT #3
ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
G-I-M HOUSING, INC.**

ARTICLE XII - INDEMNIFICATION

The Corporation shall not indemnify, hold harmless, or pay all judgments and claims asserted against the shareholders, officers and directors except to the extent mandated by state law and/or to the extent that such indemnification is limited to liability insurance coverage or distribution approved by HUD from residual receipts or surplus cash.