

STATE OF GEORGIA
Secretary of State
Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

I, **Robyn A. Crittenden**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

ASHTON WOODS HEALTHCARE PROPERTIES, INC.

a Domestic Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State on 01/07/2019 and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/certificate of amendment.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **01/09/2019**.



A handwritten signature in black ink that reads 'Robyn A. Crittenden'.

Robyn A. Crittenden
Secretary of State

**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION
OF
ASHTON WOODS HEALTHCARE PROPERTIES, INC.**

Pursuant to O.C.G.A. §14-2-1006 of the Georgia Business Corporation Code, **Ashton Woods Healthcare Properties, Inc.**, a Georgia corporation (the “Corporation”), hereby submits the following Articles of Amendment:

FIRST: The name of the Corporation is Ashton Woods Healthcare Properties, Inc. (the “Corporation”), and the control number of the Corporation is 0337790.

SECOND: Article 12 is hereby added to the Articles of Incorporation as follows:

12.

The Corporation shall be a single purpose entity which shall not:

(a) Engage in any business or activity other than the ownership, operation and maintenance of the property (the “Property”) described in a Deed to Secure Debt and Security Agreement executed by the Corporation to BOKF, NA dba Bank of Oklahoma (the “Lender”), related to a skilled nursing facility known as PruittHealth – Brookhaven located in Atlanta, GA (the “Facility”) and activities incidental thereto;

(b) Acquire or own any material assets other than (i) the Property, and (ii) such incidental machinery, equipment, fixtures and other personal property as may be necessary for the operation of the Property;

(c) Merge into or consolidate with any person or entity or dissolve, 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, without in each case Lender’s prior written consent;

(d) Fail to preserve its existence as a corporation validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of Lender, amend, modify, terminate or fail to comply with the provisions of its Articles of Incorporation or Bylaws, as same may be further amended or supplemented, if such amendment, modification, termination or failure to comply would adversely affect its ability comply with this Section or to perform its obligations under any documents evidencing or securing the loan from the Lender to the Corporation and its affiliates (the “Loan”);

(e) Own any subsidiary or make any investment in, any person or entity without the prior written consent of Lender;

(f) Commingle its funds (except in connection with a cash management system for the Corporation and its affiliates provided a general ledger maintained by the Corporation and affiliates maintains the separate integrity of each company’s transactions) or assets with the assets of, or pledge its

assets with or for, any of its members, shareholders or affiliates or with the assets of any other person or entity;

(g) Incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the Loan, and trade payables incurred in the ordinary course of business, payable within a reasonable date from the date incurred, based on historical amounts, and equipment financing limited to the cost of equipment acquired that is secured only by the acquired equipment;

(h) Fail to maintain its records, books of account and bank accounts separate and apart from those of its shareholders and affiliates, the affiliates of any of its shareholders, and any other person or entity;

(i) Enter into any contract or agreement with any of its members or shareholders, or affiliates, or the affiliates of any of its members or shareholders, except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties;

(j) Seek its dissolution or winding up in whole, or in part;

(k) Maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any of its members or shareholders or any of its affiliates, the affiliates of any of its members or shareholders, or any other person or entity;

(l) Hold itself out to be responsible for the debts of another person or entity or pay another person's or entity's liabilities out of the Corporation's funds, other than in connection with the Loan;

(m) Make any loans or advances to any third party, including any of its members, shareholders or affiliates, or the affiliates of any of its members or shareholders except to United Health Services, Inc. ("UHS") and entities wholly owned by UHS;

(n) Fail to file its own tax returns except to the extent the Corporation is a member of a consolidated taxpayer group that files such returns and the Corporation reconciles and pays its own tax liabilities directly or by reimbursement to the group;

(o) 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, in order not (i) to mislead others as to the identity with which such other party is transacting business, or (ii) to suggest that it is responsible for the debts of any third party (including any of its members, shareholders or affiliates, or any general partner, principal or affiliate thereof); or

(p) 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.

This Article 12 supersedes any conflicting provisions of the Bylaws or Articles of Incorporation of the Corporation and defined terms used herein may be amended only with the prior written consent of Lender.

THIRD: The Amendment was duly adopted on January 4, 2019.

FOURTH: All other provisions of the Articles of Incorporation shall remain in full force and effect.

The Articles of Amendment to the Articles of Incorporation were approved by a unanimous written Consent of the Board of Directors. Approval by the shareholders was required and was duly given by the sole shareholder upon recommendation of the Board of Directors.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Corporation, has executed this Amendment and affixed the seal of the Corporation this 4th day of January, 2019

Ashton Woods Healthcare Properties, Inc.



Neil L. Pruitt, Jr.
Chairman and CEO

[CORPORATE SEAL]

RECEIVED
SECRETARY OF STATE
INTAKE DIVISION

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