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LP/LLLP AMENDMENT/RESTATEMENT/CORRECTION
LIFESTYLES & HEALTHCARE, LTD.

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AMENDMENT TO AGREEMENT
OF LIMITED PARTNERSHIP FOR
LIFESTYLES & HEALTHCARE, LTD.

This Amendment to Agreement of Limited Partnership (this "Amendment") is made and entered into this 17 day of June, 2011 by Seniors "R" Able, Inc., a Florida corporation, General Partner of Lifestyles & Healthcare, Ltd., a Florida limited partnership (the "Partnership").

Recitals

WHEREAS, as a condition of insuring a certain promissory note (the "Note") in the amount of Seven Million Four Hundred Seventy-Four Thousand Nine Hundred and No/100 Dollars (\$7,474,900.00) secured by a mortgage on certain real property of the Partnership, the Secretary of the United States Department of Housing and Urban Development requires an amendment to the terms and provisions of the Agreement creating and governing the Partnership (the "Partnership Agreement").

WHEREAS, all of the general and limited partners of the Partnership (the "Partners") desire to make such amendment.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Partnership Agreement, as amended below, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the Partners agree as follows:

- A. The following language hereby replaces the language in Section 1.4 - Commencement and Duration of Interest, in its entirety:

The Partnership shall commence as of the 1st day of May 1990, and shall continue until the last day of May, 2060, unless sooner terminated in accordance with the terms of this Agreement.

- B. The following language hereby replaces the language in Section 8.1 (a) in its entirety:

(a) May 31, 2060;

- C. The following language hereby replaces the language in Article XI - U.S. Department of Housing and Urban Development ("HUD") Provisions, in its entirety:

Article XI - Provisions Regarding FHA Financing

The Partnership intends to obtain a mortgage loan (the "Mortgage Loan") to be insured by the Secretary of Housing and Urban Development (the "Secretary" or "HUD") under Section 232

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pursuant to Section 223(a)(7) of the National Housing Act, as amended, with respect to a nursing home known as "Okeechobee Health Care Facility" located in Okeechobee, Okeechobee County, Florida and identified among the records of HUD as FHA Project No. 067-22094 (the "Project"). The Partnership is authorized to execute a Regulatory Agreement with the Secretary, a non-recourse promissory note (the "Note"), a mortgage, deed of trust, security deed or equivalent instrument (the "Mortgage"), a security agreement, financing statements, contracts, assurances, agreements, certifications and other documents and to take such other actions as may be necessary, desirable or appropriate to secure closing and funding of the Mortgage Loan and mortgage insurance of the same by the Secretary. The Project shall be the sole asset and business purpose of the Partnership.

(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:

- i. Any amendment that modifies the term of the mortgagor entity;
- ii. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional member;
- iii. 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 Partnership;
- iv. Any amendment that would authorize any member other than the General Partner or pre-approved Successor General Partner to bind the Partnership for all matters concerning the project which require HUD's consent or approval;
- v. A change in the General Partner or pre-approved Successor General Partner of the Partnership; or
- vi. Any change in a guarantor of any obligation to the Secretary.

(d) The Partnership 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.

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(e) Any incoming partner/owner must as a condition of receiving an interest in the Partnership 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 partners, officers and directors and any assignee of a partner are liable in their individual capacity to HUD for:

i. 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;

ii. Its own acts and deeds, or acts and deeds of others which it has authorized, in violation of the provisions of the Regulatory Agreement;

iii. 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

iv. As otherwise provided by law.

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

(i) The Partnership has designated Faye A. Haverlock as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the Partnership in all such matters. The Partnership 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 Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.

(j) Notwithstanding any other provision of this Article to the contrary, no provisions of this Agreement shall impose any liability on any partner for payment of the indebtedness evidenced by the Note, and in the event of a default under the Note, the Mortgage or any other related document, the holder of the Note shall look solely to the property described in the Mortgage and to the rents, issues and profits thereof in satisfaction of the indebtedness evidenced thereby and will not seek or obtain any deficiency or personal judgment against any Partner.

D. The Partnership Agreement is unmodified except as amended by this Amendment. The Partnership Agreement is and continues in full force and effect, as amended by this Amendment.

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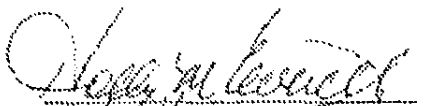
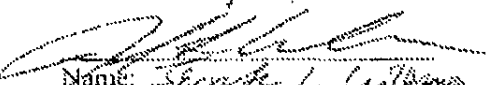
The Partners fully ratify and confirm all of the terms and provisions of the Partnership Agreement, as amended by this Amendment, as if fully set forth herein.

IN WITNESS WHEREOF, the Partners have executed this Amendment as of the date first above written.

Executed in the presence of:

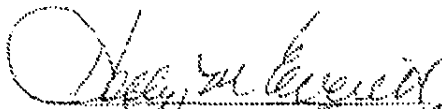
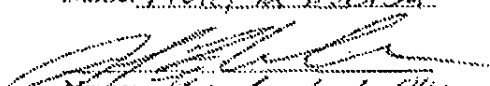
Sole General Partner

Seniors "R" Able, Inc., a Florida corporation

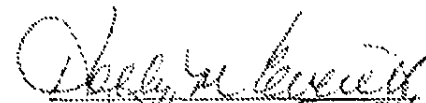
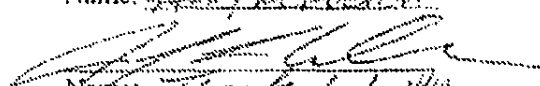

Name: Henry M. Everett

Name: Thomas L. Williams

By: Faye A. Haverlock
Faye A. Haverlock
Its: President

Limited Partners


Name: Henry M. Everett

Name: Thomas L. Williams

Faye A. Haverlock
Faye A. Haverlock, Trustee


Name: Henry M. Everett

Name: Thomas L. Williams

Seniors "R" Able, Inc., a Florida corporation

By: Faye A. Haverlock
Faye A. Haverlock
Its: President

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