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**COR AMND/RESTATE/CORRECT OR O/D RESIGN
A & B HEALTH CARE SERVICES, INC.**

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ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION
OF
A & B HEALTH CARE SERVICES, INC.
(Document Number K25698)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 607.1006 of the Florida Statutes, A & B Health Care Services, Inc. (the "*Corporation*") hereby adopts the following Articles of Amendment:

1. Article VI. of the Articles of Incorporation is hereby deleted in its entirety and amended to read as follows:

ARTICLE VI. DIRECTORS:

The corporation shall have one (1) director.

2. The following Article X. is hereby added to the Articles of Incorporation:

ARTICLE X - HUD

Notwithstanding any clause or provision in the Articles of Incorporation of the Corporation, as amended (the "*Articles*"), or the Bylaws of the Corporation to the contrary and so long as the United States Department of Housing and Urban Development ("*HUD*") or a successor or assign of HUD is the insurer or holder of a loan to the Corporation (the "*HUD Loan*"), the following provisions shall prevail:

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

"*HUD Loan Documents*" shall mean (i) the Regulatory Agreement (as defined below), (ii) the note executed by the Corporation in connection with the HUD Loan and (iii) the security instrument and any other security agreements executed by the Corporation in connection with the HUD Loan.

"*Regulatory Agreement*" shall mean that certain Healthcare Regulatory Agreement – Borrower by and between HUD and the Corporation, and, if applicable, that certain Healthcare Regulatory Agreement – Operator by and between HUD and the Corporation, in connection with the HUD Loan.

"*Project*" shall mean that certain skilled nursing facility located in Miami, Florida, and commonly known as Hampton Court Nursing and Rehabilitation Center.

2. CONFLICTS WITH THE HUD LOAN DOCUMENTS. If any of the provisions of the Corporations Articles 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.

3. RESTRICTIONS ON AMENDMENTS. No provision required by HUD to be inserted in these Articles or any other organizational document of the Corporation may be amended without the prior written approval of HUD. No provision of these Articles or any other organizational document of the

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Corporation 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 the Corporation'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 the Corporation 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).

4. HUD LOAN AUTHORIZATION. The Corporation 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.

5. INCOMING MEMBERS, PARTNERS AND OWNERS. Any incoming member, partner and/or owner of the Corporation must, as a condition of receiving an interest in the Corporation, 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.

6. DISSOLUTION AND CONVERSION. The Corporation shall not be voluntarily dissolved or converted into another form of entity without the prior written approval of HUD. Upon any dissolution of the Corporation, 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.

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

8. OFFICIAL REPRESENTATIVE. The Corporation has authorized Helayne Stern 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 the Corporation in all such matters. The Corporation 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

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as the official representative has full or partial authority to manage the Project, the Corporation shall promptly provide HUD with the name of that individual and the nature of that individual's management authority.

9. BUSINESS OF THE CORPORATION. The business and purpose of the Corporation 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 the Corporation is organized that are incidental to the foregoing or necessary or convenient to accomplish the foregoing. The Corporation shall not engage in any other business or activity. The Project shall be the sole asset of the Corporation, and the Corporation shall not own any other real estate other than that associated with the Project.

10. INDEMNIFICATION. Any obligation of the Corporation to provide indemnification herein or in any other organizational documents of the Corporation shall be limited to (i) coverage afforded under any liability insurance carried by the Corporation, and (ii) available "surplus cash" of the Corporation 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.

The foregoing amendments to the Articles of Incorporation of the Corporation were adopted by the sole director and the sole shareholder of the Corporation by written consent dated the 11th day of December, 2017, in accordance with the provisions of Chapter 607, Florida Statutes. The number of votes cast for the amendment was sufficient for approval.

The effective date of these amendments to the Articles of Incorporation of the Corporation set forth herein will be as of the date of filing of this Articles of Amendment to the Articles of Incorporation with the Department of State of the State of Florida.

Dated this 11th day of December, 2017.

A & B HEALTH CARE SERVICES, INC.
a Florida corporation


Helayne Stern, President

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