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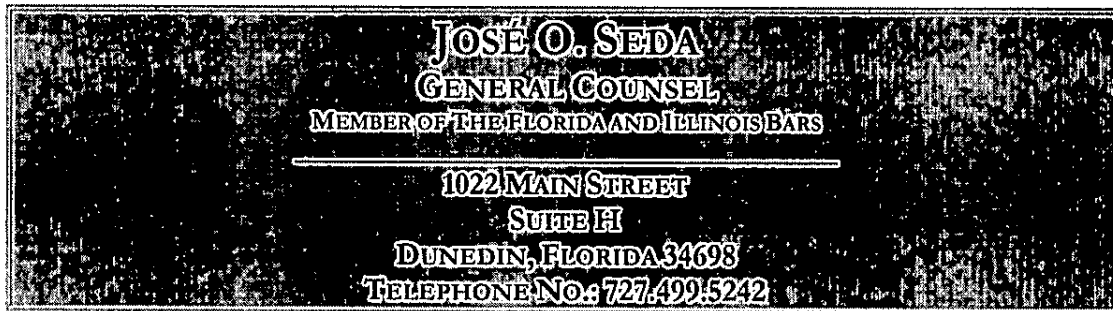
EXAMINER



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DIVISION OF CORPORATIONS
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7 April 2009

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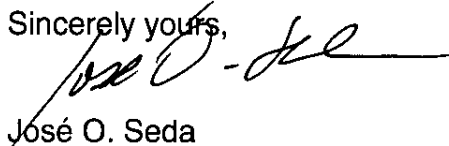
Florida Secretary of State
Division of Corporations
2661 Executive Center
Tallahassee, Florida 32301

Re: *Savoy HCP I, LLC*

Dear Sir or Madam:

Enclosed for filing is the Amended and Restated Articles of Organization. Kindly send to me an authenticated copy of it and a certificate of good standing. Enclosed is a check for \$30. Thank you.

Sincerely yours,


José O. Seda

Enc. As stated
JOS/tbm

AMENDED AND RESTATED ARTICLES OF ORGANIZATION

OF

SAVOY HCP I, LLC

Pursuant to the provision of Section 608.411 of the Florida Limited Liability Company Act ("Act"), **Savoy HCP I, LLC**, ("Company"), a Limited Liability Company formed under the Act and that filed Articles Of Organization (L09000031401) on March 31, 2009 with the Department of State, does hereby adopt these the Amended And Restated Articles Of Organization:

Article I – Name

The name of the Limited Liability Company is **Savoy HCP I, LLC**.

Article II – Mailing And Street Address

The mailing address of the Principle Office of the Limited Liability Company is:

1022 Main Street, Suite H
Dunedin, Florida, United States, 34698.

The street address of the Principle Office of the Limited Liability Company is:

1022 Main Street, Suite H
Dunedin, Florida, United States, 34698.

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Article III – Registered Agent

The name and the Florida street address of the Registered Agent of the Limited Liability Company is:

José Seda
1022 Main Street, Suite H
Dunedin, Florida, United States, 34698

Article IV – Duration

The Limited Liability Company shall exist perpetually, commencing as of the date of acceptance and filing of the Articles Of Organization by the Secretary of State of the State of Florida.

Article V – Managing Members

The Limited Liability Company shall be managed by the following managing members who shall hold the offices set forth next to their names:

Title: MGRM, President
BENJAMIN ATKINS
1022 MAIN STREET
SUITE H
DUNEDIN, FL 34698

Title: MGRM, Secretary/Treasurer
MARYA MORRISON
1022 MAIN STREET
SUITE H
DUNEDIN, FL 34698

Title: MGRM
JOSEPH A GARFF
1022 MAIN STREET
SUITE H
DUNEDIN, FL 34698

Title: MGRM
RICK ANGELL
5225 OLD ORCHARD RD.
SUITE 23A
SKOKIE, IL 60077

Title: MGRM
NANCY BABENDIR
5225 OLD ORCHARD RD.
SUITE 23A
SKOKIE, IL 60077 US

Title: MGRM
ELDERBERRY OF CHAMPAIGN, LLC
1000 CHURCH STREET
3RD FLOOR
LYNCHBURG, VA 24504

Article VI – Purposes

The purpose for which the Limited Liability Company is formed and the business to be carried on and the objectives to be effected by it are to:

- A. Create a private limited liability company to construct or to acquire a skilled nursing facility (the "Project"), and to operate the same;
- B. Enable the financing of the acquisition and any remodeling of such Project with the assistance of mortgage insurance under the National Housing Act;

- C. Enter into, perform, and carry out contracts of any kind necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company, including, expressly, any contract or contracts with the Secretary of Housing and Urban Development ("HUD") that may be desirable or necessary to comply with the requirements of the National Housing Act, as amended, and the Regulations of the Secretary of HUD thereunder, relating to the regulation or restriction of mortgagors as to rents, sales, charges, capital structure, rate return, and methods of operation;
- D. Acquire any property, real or personal, in fee or under lease, or any rights therein or appurtenant thereto, necessary or desirable for the acquisition, remodeling, and operation of such Project; and,
- E. Borrow money, and to issue evidence of indebtedness, and to secure the same by mortgage, deed of trust, pledge, or other lien, in furtherance of any or all of the objects of its business and in connection with said Project.

Article VII – Powers

- A. The Company shall have -the power to do and perform all things whatsoever set out above in Article VI - Powers, and necessary or incidental to the accomplishments of said purposes.
- B. The Company, specifically and particularly, shall have the power and authority to enter into a Regulatory Agreement setting out the requirements of the Secretary of HUD.

Article VIII – Regulatory Agreement

The Limited Liability Company shall

- A. If any of the provisions of these Amended and Restated Articles of Organization or any amendments thereto conflict with the terms of the note, mortgage, deed of trust, 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 these Amended and Restated Articles Of Organization may be amended without the prior written approval of HUD, so long as HUD is the insurer or holder of the note.
- C. No provision in these Amended and Restated Articles Of Organization 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 Company;

2. any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional number;
 3. any amendment that in any way affects the note, mortgage, deed of trust, security deed, and security agreement on the Project or the Regulatory Agreement between HUD and the Company;
 4. any amendment that would authorize any member other than the Managing Members or pre-approved successor managing member(s) to bind the Company for all matters concerning the Project which require HUD's consent or approval;
 5. a change in the managing members or pre-approved successor managing member (s) of the Company; or,
 6. any change in a guarantor of any obligation to the Secretary of HUD.
- D. The Company 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 of HUD and to execute the Regulatory Agreement and other documents required by the secretary of HUD in connection with the HUD insured loan.
- E. Any incoming member/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 of HUD.
- G. The members and officers and any assignee of a member 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 deed, 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 Benjamin Atkins, President of the Company, as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of Mr. Atkins shall 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 the person and the nature of the person's management authority.

The foregoing Amended And Restated Articles Of Organization of the Limited Liability Company were approved and adopted by unanimous consent of all members of the Company on the 7 day of April, 2009.

IN WITNESS WHEREOF the undersigned President of the Company has executed the Amended And Restated Articles Of Organization this 7 day of April, 2009.

Savoy HCP I, LLC

By: _____

Benjamin Atkins
President and Managing Member

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 7th day of April, 2009 by Benjamin Atkins, as President and Managing Member of Savoy HCP I, LLC, who is personally known to me.

NOTARY PUBLIC

