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FILED
FEB 18 2022
FEB 18 2022

2022 FEB 18 AM 11:21

FILED

C. BRUMBLEY

FEB 24 2022

COVER LETTER

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

SUBJECT: LIFE CARE ASSOCIATES, INC.,
CORPORATE NAME

Enclosed are an original and one (1) copy of the restated articles of incorporation and a check for:

☐ \$35.00 ☐ \$43.75
Filing Fee Filing Fee
 & Certificate of Status

<input checked="" type="checkbox"/> \$43.75 Filing Fee & Certified Copy	<input checked="" type="checkbox"/> \$52.50 Filing Fee, Certified Copy & Certificate of Status
ADDITIONAL COPY REQUIRED	

FROM: _____
CURTIS SHENKMAN, Esq.
4400 PGA BLVD., SUITE 300
PALM BEACH GARDENS, FL 33410

561-822-3939

E-mail address: Curtis@PalmBeachLawyer.Law

NOTE: Please provide the original and one copy of the document.

RESTATED ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

FILED
2022 FEB 18 AM 11:21
CLERK OF DISTRICT COURT
JUDICIAL CIRCUIT IN AND FOR
THE NINTH JUDICIAL CIRCUIT
STATE OF FLORIDA

ARTICLE I NAME

The name of the corporation is: LIFE CARE ASSOCIATES, INC.,

ARTICLE II A. RESTATED ARTICLES

The text of the Restated Articles is as follows:

The purpose of this corporation and the general nature of the business to be transacted by it shall be:

(A) to engage in the development, ownership, and operation of a senior life care facility, including all activities relating to same; and,

(B) To do all and everything necessary and proper for the accomplishment of any of the purposes or the attaining of any of the objects or the furtherance of any of the powers enumerated in this Certificate of Incorporation, or any amendment thereof, necessary or incidental to the protection and benefit of the corporation; to carry on any lawful business whatsoever which will accomplish the purpose or objects of the corporation without limiting or restricting in any manner the powers of this corporation; and to engage in any activity or business permitted under the laws of the United States and of the State of Florida.

ARTICLE X. HUD PROVISIONS.

The Restated Articles include as follows:

Notwithstanding any clause or provision in the Articles of Incorporation, as amended, 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 LIFE CARE ASSOCIATES, INC. (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 LIFE CARE ASSOCIATES, INC. in connection with the HUD Loan and (iii) the security instrument and any other security agreements executed by LIFE CARE ASSOCIATES, INC. in connection with the HUD Loan.

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

"Project" shall mean that certain assisted living facility located in JUPITER, FLORIDA, and commonly known as COURTYARD GARDENS OF JUPITER.

2. CONFLICTS WITH THE HUD LOAN DOCUMENTS. If any of the provisions of LIFE CARE ASSOCIATES, INC., Articles of Incorporation, as amended, 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 this Agreement or any other organizational document of LIFE CARE ASSOCIATES, INC. may be amended without the prior written approval of HUD. No provision of this Agreement or any other organizational document of LIFE CARE ASSOCIATES, INC. 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 LIFE CARE ASSOCIATES, INC. 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 LIFE CARE ASSOCIATES, INC. 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. LIFE CARE ASSOCIATES, INC. 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 LIFE CARE ASSOCIATES, INC. must as a condition of receiving an interest in LIFE CARE ASSOCIATES, INC. 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. LIFE CARE ASSOCIATES, INC. shall not be voluntarily dissolved or converted into another form of entity without the prior written approval of HUD. Upon any dissolution of LIFE CARE ASSOCIATES, INC., 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 LIFE CARE ASSOCIATES, INC. 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. LIFE CARE ASSOCIATES, INC. has authorized DR. GEORGE C. PECK, SR., 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 LIFE CARE ASSOCIATES, INC. in all such matters. LIFE CARE ASSOCIATES, INC. 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 as the official representative has full or partial authority to manage the Project, LIFE CARE ASSOCIATES, INC. shall promptly provide HUD with the name of that individual and the nature of that individual's management authority.

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

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

ARTICLE III OFFICERS AND/OR DIRECTORS (optional)

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

X Change PT John Doe

X Remove V Mike Jones

X Add SV Sally Smith

<u>Type of Action</u> (Check One)	<u>Title</u>	<u>Name</u>	<u>Address</u>
1) <u> </u> Change	<u>Director &</u>	<u>LOWELL E. OLMSTEAD</u>	<u>3231 TIDEGATE CIRCLE</u>
<u> </u> Add	<u>PRESIDENT</u>		<u>JUPITER, FL 33477</u>
<u>X</u> Remove			
2) <u>X</u> Change	<u>DIRECTOR &</u>	<u>GEORGE C. PECK, SR., M.D.,</u>	<u>11907 TURTLE BEACH ROAD</u>
<u> </u> Add	<u>PRESIDENT</u>		<u>NORTH PALM BEACH, FL 33408</u>
<u> </u> Remove			
3) <u> </u> Change	<u>DIRECTOR &</u>	<u>CATHERINE PECK</u>	<u>11907 TURTLE BEACH ROAD</u>
<u>X</u> Add	<u>SECRETARY/</u>		<u>NORTH PALM BEACH, FL 33408</u>
<u> </u> Remove	<u>TREASURER</u>		
4) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
5) <u> </u> Change			
<u> </u> Add			
<u> </u> Remove			
6) <u> </u> Change			
<u> </u> Add			

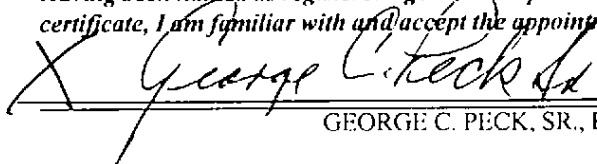
ARTICLE IV AMENDED REGISTERED AGENT (OPTIONAL)

The **name and Florida street address** (P.O. Box **NOT** acceptable) of the registered agent is:

Name: GEORGE C. PECK, SR.

Address: 1790 INDIAN CREEK DRIVE WEST
ADMINISTRATIVE OFFICES
JUPITER, FL 33458

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



GEORGE C. PECK, SR., Required Signature/Registered Agent

2/17/22
Date

ARTICLE VI ARTICLE CONSOLIDATION

These restated articles of incorporation consolidate all amendments into a single document;

ARTICLE VII REQUIRED ADOPTION INFORMATION

Check if applicable:



The date of each amendment(s) adoption is: DATE THIS DOCUMENT IS SIGNED
if other than the date this document is signed.

Adoption of Amendment(s) (CHECK ONE)

☐ The amendment(s) was/were adopted by the incorporators, or board of director without shareholder action and shareholder action was not required.

☒ The amendment(s) was/were adopted by the shareholders. Then number of votes cast for the amendment(s) by the shareholder was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting group. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s).*

“The number of votes cast for the amendment was/were sufficient for approval by

N/A (voting group)

ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: DATE OF FILING. (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than 90 days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Dated: 2/17/22

Signature: X George C. Peck, Sr.

(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee or other court appointed fiduciary by that fiduciary)

GEORGE C. PECK, SR., MD.

(Typed or printed name of person signing)

PRESIDENT, DIRECTOR

(Title of person signing)