

BAPTIST VILLAGE II, LTD.

AMENDMENT NO. 1 TO THE FIRST AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP AND AGREEMENT OF LIMITED PARTNERSHIP DATED JULY 23, 1997

THIS AMENDMENT NO. 1 TO THE FIRST AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP AND AGREEMENT OF LIMITED PARTNERSHIP, is dated as of July 8, 2024 (this "Amendment No. 1"), by and between BAPTIST CONVALESCENT CENTER, INC., a Kentucky non-profit corporation (the "General Partner"), and BLC, INC., a Kentucky non-profit corporation (the "Limited Partner") under the following circumstances. The foregoing parties are collectively referred to herein as "Partners" and individually as a "Partner." For purposes of this Agreement, the terms "General Partner," "Limited Partner" and "Partners" include all persons then acting in such capacities in accordance with the terms of this Agreement.

Recitals:

A. The original Partners formed the Baptist Village II, Ltd., a Kentucky limited partnership (the "Partnership"), with the Kentucky Secretary of State on December 4, 1996 by the filing its Certificate of Limited Partnership and Agreement of Limited Partnership (the "Original Partnership Agreement").

B. On July 24, 1997, the then existing Partners filed the First Amended and Restated Certificate and Agreement of Limited Partnership Agreement (the "First Amended and Restated Partnership Agreement") to provide for, among other things: (i) the continuation of the Partnership, (ii) the admission of certain Limited Partners, (iii) the withdrawal of a Limited Partner and (iv) the terms and conditions for the operation of the Partnership. The Original Partnership Agreement and the First Amended and Restated Partnership Agreement are collectively hereinafter referred to as, the "**Partnership Agreement**."

C. Except as otherwise set forth in this Amendment No. 1, all capitalized terms in this Amendment No. 1 will have the respective meanings given to them in the Partnership Agreement.

D. Section 18.2 of the Partnership Agreement provides that the Partnership Agreement may be modified or amended, from time to time, only upon the written consent of a General Partner and by the Limited Partners owning, in the aggregate, a simple majority of the Partner Percentage Interests held by the Limited Partners. The General Partner and the Limited Partner have agreed to amend the Partnership Agreement in accordance with Section 18.2 as more fully set forth below.

NOW, THEREFORE, in consideration of the terms of the Partnership Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. A new Article IXX shall be added to the Partnership Agreement and shall provide as follows:

“ARTICLE IXX

HUD PROVISIONS

19.1 Required United States Department of Housing and Urban Development Provisions. Notwithstanding any clause or provision in this Agreement to the contrary, and so long as the United States Department of Housing and Urban Development (“HUD”), or its successors or assigns, insures or holds any loan to Partnership (“the HUD-insured Loan”), including the loan secured by a mortgage lien on Munro House (FHA Project No. 083-11240) in Erlanger, Kenton County, Kentucky (the “Project”) the following provisions apply:

- (a) The terms listed below shall have the following definitions:

“Borrower” means Partnership.

“Lender” means the entity identified as “Lender” in the first paragraph of the Security Instrument, or any subsequent holder of the HUD-insured Note.

“HUD Regulatory Agreement” means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Security Instrument” means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended, or modified.

“HUD-insured Note” means the Note executed by Borrower, and described in the Security Instrument, including all schedules riders, allonges and agenda, as such Note may be amended from time to time.

- (b) Requirements.

- (i) If any of the provisions of Borrower’s organizational documents conflict with the terms of the HUD-insured Note, Security Instrument, or HUD Regulatory Agreement (“HUD Loan Documents”), the provisions of the HUD Loan Documents shall control.
- (ii) No provision required by HUD to be inserted into the organizational documents may be amended without HUD’s prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into this Agreement and any other provision of this Agreement, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in this Agreement and any HUD-required provisions of this Article IXX, the HUD-required provisions will govern.
- (iii) Unless otherwise approved in writing by HUD, Borrower’s business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and activities incidental thereto. Borrower shall

not engage in any other business or activity. The Project shall be the sole asset of the Borrower entity, which shall not own any other real estate other than the aforesaid Project.

- (iv) None of the following will have any force or effect without the prior written consent of HUD:
 - 1. Any amendment that modifies the term of Borrower's existence;
 - 2. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD2530, Previous Participation Certification, or 24 CFR § 200.210, et seq.);
 - 3. Any amendment that in any way affects the HUD Loan Documents;
 - 4. Except as permitted under section 10 below, any amendment that would authorize any member, manager, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for any matters concerning the Project which require HUD's consent or approval;
 - 5. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1;
 - 6. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the HUD Regulatory Agreement); and
 - 7. Any grant of a security interest in any of Borrower's assets or mortgaged property.
- (v) Borrower is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the HUD Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.
- (vi) Any incoming member/partner/owner of Borrower must, as a condition of receiving an interest in the Borrower entity, agree in writing to be subject to the HUD Loan Documents and all other documents required in connection with the HUD-insured loan, to the same extent and on the same terms as the other partners.
- (vii) 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 or entity that is not bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.
- (viii) The key principals of Borrower identified in the HUD Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the HUD Regulatory Agreement.

- (ix) Borrower shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
- (x) Borrower has designated **EFFIE L. MCINTOSH** as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind Borrower entity in all such matters. Borrower may, from time to time, appoint a new representative to perform this function, provided that the individual so appointed is 2530 Previous Participation Certified, and within three 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 with respect to management of the Project, Borrower will promptly provide HUD with the name of that person and the nature of that person's management authority.
- (xi) Any obligation of the Partnership to provide indemnification under this Agreement shall be limited to:
 - 1. Amounts mandated by state law, if any;
 - 2. Coverage afforded under any liability insurance carried by the Partnership; and
 - 3. Available surplus cash of the Borrower as defined in the HUD Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Partnership shall not:
 - A. Pay funds to any members, partners, officers and directors; or
 - B. Pay the deductible on an indemnification policy for any members, partners, officers, and directors."

3. The Recitals set forth above are hereby incorporated in this Amendment No. 1 and made a part hereof, as if fully set forth herein. In the event of any inconsistencies between the terms of the Partnership Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control.

4. All other terms and conditions of the Partnership Agreement not specifically modified or supplemented by this Amendment No. 1 shall remain unchanged and in full force and effect, and the Partnership Agreement, as supplemented by this Amendment No. 1, is hereby ratified and confirmed. This Amendment No. 1 (a) shall be governed, construed, and enforced under the laws of the Commonwealth of Kentucky, (b) contains the entire understanding of the parties with respect to the provisions of the Partnership Agreement amended and supplemented hereby, (c) may not be modified except by a writing signed by the parties, and (d) shall be binding upon and inure to the benefit of the General Partner and the Limited Partner, and their respective successors and assigns.

5. This Amendment No. 1 may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate

execution and delivery of this agreement, the parties may execute and exchange by telephone facsimile or electronic mail counterparts of the signature pages which shall be valid and binding against any party so signing.

[This space is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the day and year first above written.

GENERAL PARTNER:

BAPTIST CONVALESCENT CENTER, INC.

By: *Effie L. McIntosh*
Name: Effie L. McIntosh
Title: Chief Financial Officer

STATE OF Kentucky §
COUNTY OF Kenton §

Before me, the undersigned Notary Public, personally appeared Effie L. McIntosh, the Chief Financial Officer of **BAPTIST CONVALESCENT CENTER, INC.**, a Kentucky non-profit corporation, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF June, 2024.

(SEAL)



Melinda K. Deaton
NOTARY PUBLIC
My Commission Expires: 11/15/2025

LIMITED PARTNER:

BLC, INC.

By: *Effie L. McIntosh*
Name: Effie L. McIntosh
Title: Chief Financial Officer

STATE OF Kentucky §
COUNTY OF Kenton §

Before me, the undersigned Notary Public, personally appeared Effie L. McIntosh, the Chief Financial Officer of **BLC, INC.**, a Kentucky non-profit corporation, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF June, 2024.

(SEAL)

Melinda K. Deaton
NOTARY PUBLIC
My Commission Expires: 11/15/2025



CERTIFICATE OF GENERAL PARTNER

The undersigned General Partner hereby states, certifies and confirms that BLC, Inc. owns all of the Partner Percentage Interests of the Limited Partners, and thereby, the written consent of BLC, Inc., as the sole Limited Partner of the Partnership, constitutes the required simple majority of the Partner Percentage Interests held by the Limited Partners and, upon the written consent of the General Partner, shall constitute a valid amendment of the Partnership Agreement under Section 18.2 thereof.

GENERAL PARTNER:

BAPTIST CONVALESCENT CENTER, INC.

By: *Effie L McIntosh*

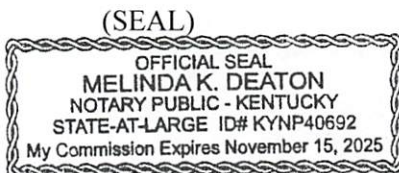
Name: Effie L. McIntosh

Title: Chief Financial Officer

STATE OF Kentucky §
COUNTY OF Kenton §

Before me, the undersigned Notary Public, personally appeared Effie L. McIntosh, the Chief Financial Officer of **BAPTIST CONVALESCENT CENTER, INC.**, a Kentucky non-profit corporation, for and on its behalf, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th DAY OF June, 2024.



Melinda K Deaton
NOTARY PUBLIC
My Commission Expires: 11/15/2025

THIS INSTRUMENT WAS PREPARED BY:

Angela M. Gates
Angela M. Gates
Dressman Benzinger LaVelle psc
109 East Fourth Street
Covington, Kentucky 41011
(859) 341-1881
1355943.3