

ID Number: 049470



Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP**

1. The name of the limited partnership is:

2. The date of filing of the Certificate of Limited Partnership is **September 27, 1983**

(List dates of prior amendment(s), if applicable. If none, so state.)

[Insert amendment]

FILED

JAN 22 2013

BY

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4. This Certificate of Amendment is signed by at least one general partner and, if applicable, by each other general partner designated herein as a new general partner.

Under penalty of perjury, I/we declare and affirm that I/we have examined this Certificate of Amendment to the Certificate of Limited Partnership, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: 1/15/13

Western Health Center Associates, L.P.
Print Name of Limited Partnership

By 
David M. Ryan

By _____

By _____

By _____

By _____

WESTERLY HEALTH CENTER ASSOCIATES, L.P.
CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

EXHIBIT A

3. The Certificate of Limited Partnership (as previously amended on December 28, 1984, and July 14, 1995, and October 3, 2003, November 20, 2006, and March 23, 2012) is amended as follows:

Article III, Section 3.03, entitled "HUD Restrictions" shall be amended and restated as follows:

The Limited Partnership intends to obtain a mortgage loan (the "Mortgage Loan") to be insured by the Secretary of Housing and Urban Development (the "Secretary") under Section 232 of the National Housing Act, as amended, with respect to nursing home project known as "**Westerly Health Center**" located in Town of Westerly, Washington County, State of Rhode Island and identified among the records of HUD as FHA Project No. 016-43132 (the "Project"). The Limited 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 Limited Partnership.

1. If any of the provisions of the organizational documents conflict with the terms of the HUD-insured Note, mortgage, deed of trust, security deed, security agreement, or HUD Regulatory Agreement ("HUD Loan Documents"), the provisions of the HUD Loan Documents shall control.
2. So long as HUD is the insurer or holder of the Note, no provision required by HUD to be inserted into the organizational documents may be amended without HUD's prior written approval.
3. None of the following will have any force or effect without the prior written consent of HUD:
 - a. Any amendment that modifies the term of mortgagor entity;
 - b. Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional person or entity;
 - c. Any amendment that in any way affects the HUD Loan Documents;
 - d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the mortgagor entity for all matters concerning the project which require HUD's consent or approval;
 - e. A change in the Manager/General Partner or pre-approved successor Manager of

the mortgagor entity; or

- f. Any change in a guarantor of any obligation to HUD.
4. The mortgagor entity 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 HUD and to execute the Regulatory Agreement and other documents required by HUD in connection with the HUD-insured loan.
5. Any incoming member/partner/owner must as a condition of receiving an interest in the mortgagor entity agree to be bound by 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 members/partners/owners.
6. 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 or entity that is not bound by the Regulatory Agreement in a manner satisfactory to HUD.
7. The member, partners, officers and directors and any assignee of a member/partner are liable in their individual capacities 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 deeds, 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.
8. The mortgagor entity shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
9. The mortgagor entity has designated David M. Ryan, it's General Partner, as its official representative for all matters concerning the project that require HUD consent or approval. The signature of this representative will bind the mortgagor entity in all such matters. The mortgagor entity may from time to time appoint a new representative to perform this function, but 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, the mortgagor entity will promptly provide HUD with the name of that person and the nature of that person's management authority.
10. Unless otherwise approved in writing by HUD, the mortgagor entity's business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of

the project FHA Project No. 016-43132 (the "Project") located in the Town of Westerly, State of Rhode Island, and activities incidental thereto. Mortgagor shall not engage in any other business or activity. The project shall be the sole asset of the Mortgagor entity, which shall not own any other real estate other than the aforesaid project.

11. Notwithstanding any provision in this Limited Partnership Agreement to the contrary, for so long as the Project is subject to a loan insured by HUD, any obligation of the Limited Partnership to provide indemnification under this Limited Partnership Agreement shall be limited to (i) coverage afforded under any liability insurance carried by the Limited Partnership and (ii) available "surplus cash" of the partnership as defined in the Regulatory Agreement.

Section 5.02(A) of Article V of the Agreement is hereby amended for correction and the partners listed thereon shall be entitled to the percentage share of the profits, gains, and other income of the Partnership as set forth below:

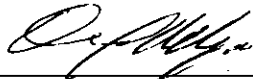
Name:	David Ryan Family Associates, LLC
Address:	359 Broad Street, Providence, RI 02907
Contribution:	\$990.00
Interest:	99%

(Note: this 5.02(A) Amendment is to correct the name and interest of David Ryan Family Associates, LLC as stated in that certain Certificate of Amendment to Certificate of Limited Partnership, filed October 03, 2003 with the Office of the Secretary of State, which incorrectly identified (a) David Ryan Family Associates, LLC as Ryan Family Associates, LLC on the signatory line, the correct company name is David Ryan Family Associates, LLC (b) David M. Ryan as a 1% Limited Partner, David M. Ryan is a 1% General Partner, and (b) the interest of the David Ryan Family Associates, LLC as a 98% Limited Partner, David Ryan Family Associates, LLC is a 99% Limited Partner.)

In all other respects, the terms and provisions of the Agreement are hereby ratified and confirmed.

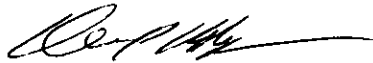
SIGNATURES ON FOLLOWING PAGE

Executed and effective this 15th day of January 2013.



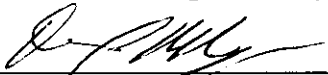
David M. Ryan

David Ryan Family Associates, LLC



By: David M. Ryan, Manager

Consented and Agreed to by:



David M. Ryan, General Partner



State of Rhode Island and Providence Plantations

A. Ralph Mollis

Secretary of State

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

I, A. RALPH MOLLIS, Secretary of State of the State of Rhode Island
and Providence Plantations, hereby certify that this document, duly
executed in accordance with the provisions of Title 7 of the General Laws
of Rhode Island, as amended, has been filed in this office on this day:

A handwritten signature in black ink that reads "A. Ralph Mollis".

A. RALPH MOLLIS

Secretary of State

