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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

LIMITED LIABILITY COMPANY

ARTICLES OF AMENDMENT TO
ARTICLES OF ORGANIZATION

2014 OCT 24 PM 3:30
SECRETARY OF STATE
CORPORATIONS DIV

Pursuant to the provisions of Section 7-16-12 of the General Laws of Rhode Island, 1956, as amended, the undersigned limited liability company hereby amends its Articles of Organization as follows:

1. The name of the limited liability company is:

Summit RI Landlord LLC

2. The Articles of Organization of the limited liability company as amended or restated to date are amended as follows:

[Insert Amendment(s)]

(If additional space is required, please list on separate attachment)

Article VI is amended in its entirety to read as set forth in Exhibit A

3. The effective date of this amendment, if later than the date of the filing of these Articles of Amendment, is:

(not prior to, nor more than 30 days after, the filing of these Articles of Amendment)

Under penalty of perjury, I declare and affirm that I have examined these Articles of Amendment, including any accompanying attachments, and that all statements contained herein are true and correct.

Date: October 23, 2014

Summit RI Landlord LLC

Print Name of Limited Liability Company

By

Signature of Authorized Person

Lawrence G. Santilli
Manager

FILED

OCT 24 2014

BY CR 235108
3:30

ARTICLE VI

The sole purpose of the Company shall be to acquire, operate, construct, lease and own a nursing home located in the City of Providence, Providence County, State of Rhode Island known as "Summit Commons Rehabilitation and Health Care Center", and to do any and all things necessary, convenient or incidental to that purpose.

HUD Provisions. The following provisions are included, which provisions may automatically terminate when the loan no longer is insured or held by HUD:

Notwithstanding any clause or provision in the Articles of Organization and Operating Agreement to the contrary and so long as the United States Department of House and Urban Development ("HUD") or a successor or assign of HUD is the insurer or holder of a loan to the Company (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 Company in connection with the HUD Loan and (iii) the security instrument and any other security agreements executed by the Company in connection with the HUD Loan.

"Regulatory Agreement" shall mean that certain Healthcare Regulatory Agreement – Company by and between HUD and the Company, and, if applicable, that certain Healthcare Regulatory Agreement – Operator by and between HUD and Summit RI SNF LLC, in connection with the HUD Loan.

"Project" shall mean that certain skilled nursing facility located in Providence, Rhode Island, and commonly known as Summit Commons Rehabilitation and Health Care Center.

2. **CONFLICTS WITH THE HUD LOAN DOCUMENTS.** If any of the provisions of the Company's Articles of Organization or Operating Agreement 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 the Articles of Organization or Operating Agreement or any other organizational document of the Company may be amended without the prior written approval of HUD. No provision of the Articles of Organization or Operating Agreement

or any other organizational document of the Company 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 Company'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. § 200.201, 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 Company 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 Company 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 MEMBER, PARTNERS OWNERS.** Any incoming member, partner and/or owner of the Company must as a condition of receiving an interest in the Company, 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 Company shall not be voluntarily dissolved or converted into another form of entity without the prior written approval of HUD. Upon any dissolution of the Company, 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 Company 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 Company has authorized Lawrence G. Santilli and Michael E. Mosier as its official representative for all matters concerning the Project that require the consent or approval of HUD. The signature of

these representatives shall bind the Company in all such matters. The Company 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 its new official representative. When an individual other than the individuals identified above as the official representative has full or partial authority to manage the Project, the Company shall promptly provide HUD with the name of that individual and the nature of that individual's management authority.

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

10. INDEMNIFICATION. Any obligation of the Company to provide indemnification herein or in any other organizational documents of the Company shall be limited to (i) coverage afforded under any liability insurance carried by the Company, and (ii) available "surplus cash" of the Company as defined in the Regulatory Agreement. Until funds from a permitted source for payment of indemnification are available for payment, the Company 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.



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. RALPH MOLLIS

Secretary of State

