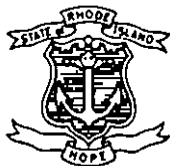


Filing Fee: \$50.00

ID Number: 44090



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

FILED

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By ack
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STATE
CORPORATIONS DIV

LIMITED PARTNERSHIP

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

The undersigned, desiring to amend the Certificate of Limited Partnership under and by virtue of the power conferred by Section 7-13-9 of the General Laws of Rhode Island, 1956, as amended, hereby execute the following Certificate of Amendment to the Certificate of Limited Partnership:

1. The name of the limited partnership is:

BURRILLVILLE HEALTH CENTER ASSOCIATES, LP

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

3. The Certificate of Limited Partnership (as previously amended 12/28/84; 07/14/95; 10/03/2003)

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

is amended as follows:

[Insert amendment]

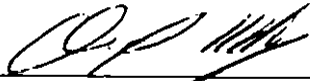
SEE EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

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: 11/9/2006

Barnallville Health Center Assoc. LP
Print Name of Limited Partnership

By 

David M. Ryan. G.P.
By _____

By _____

By _____

By _____

BURRILLVILLE HEALTH CENTER ASSOCIATES LP
CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

EXHIBIT A

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

- A) If any provision of the organizational documents conflict with the terms of the Note, Mortgage, Security Agreement, or HUD Regulatory Agreement, dated November 20, 2006, for Project Number 016-43117 ("HUD Loan Documents"), the provisions of the HUD Loan Documents will control.
- B) No Provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the Note.
- C) No provision in the organizational documents that results in any of the following will have any force or effect without the prior written consent of HUD:
 - a) Any amendment that modifies the terms of the mortgagor entity;
 - b) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional member;
 - c) Any amendment that in any way affects the HUD Loan Documents;
 - d) Any Amendment that would authorize any member other than the General Partner or pre-approved successor General Partner or Manager to bind the mortgagor entity for all matters concerning the project which require HUD's consent or approval;
 - e) A change in the General Partner or pre-approved successor General Partner or Manager of the mortgagor entity; or
 - f) Any change in a guarantor of any obligation to the Secretary.
- D) The Mortgagor Entity is authorized to execute the HUD Loan Documents in order to secure a loan to be insured by the Secretary and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD insured loan.
- E) Any incoming partner must as a condition of receiving an interest in the Company agree to be bound to the HUD Loan Documents, 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 partners.
- 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.
- G) The partners, and any assignee of a partner, are liable in their individual capacity to HUD for:

- a) 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;
 - b) Its own acts and deeds, or acts and deed of others which it has authorized, in violation of the provisions of the Regulatory Agreement;
 - c) The acts and deed 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
 - d) 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 David M. Ryan, its General Partner, or his Delegate pursuant to written Resolution, as its official representative for all matters concerning the project which requires HUD consent and approval. The signature of this person 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 three (3) business days of doing so shall 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 that person and the nature of that person's management authority.