

Filing Fee: \$50.00

State of Rhode Island and Providence Plantations

CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP

Be it Known to All by these Presents, That, the undersigned partner(s) of
Burrillville Health Center Associates

desiring to amend the Certificate of said partnership, ~~does~~ (do) hereby execute the following
Certificate of Amendment to its Certificate of Limited Partnership.

FIRST. The name of the Limited Partnership is
Burrillville Health Center Associates

SECOND. The date of the filing of the Certificate of Limited Partnership is
September 27, 19 83 .

THIRD. The Certificate of Limited Partnership (as amended on
December 28, 1984),

(List all dates of amendment or omit if not applicable)

is amended as follows:

(Insert amendment)

(See attached)

Rec'd & Filed SEP 04 1992
PLP#14 82865

In Testimony Whereof, We have hereunto set our hands and stated our residences this.....
..... day of..... A.D. 19 (See attached)

Name

Residence
(No. Street, City or Town, State.)

(See attached)

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS

FIRST AMENDMENT TO AMENDED AND RESTATED
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP

BURRILLVILLE HEALTH CENTER ASSOCIATES

The undersigned, being desirous of amending the Certificate and Agreement of Limited Partnership of Burrillville Health Center Associates (the "Partnership") filed, pursuant to Section 7-13-9 of the Rhode Island Uniform Limited Partnership Act, with the office of the Secretary of State of the State of Rhode Island and Providence Plantations (the "Secretary of State") on September 27, 1983 (the "Certificate") as amended by an Amended and Restated Agreement and Certificate of Limited Partnership filed with the Secretary of State on December 28, 1984, do hereby solemnly agree, certify and swear as follows:

1. Article 1.02 of the Amended and Restated Agreement and Certificate of Limited Partnership is hereby amended in its entirety to read as follows:

1.02 Name. The name of the Partnership shall be "BURRILLVILLE HEALTH CENTER ASSOCIATES LIMITED PARTNERSHIP," which name may be changed by the General Partner after notice to all of the Partners.
2. T. Lloyd Ryan hereby assigns all of his right, title, interest and claims as the sole general partner of the Partnership to David M. Ryan.
3. Health Facilities Associates Limited Partnership, a Rhode Island limited partnership ("Health Facilities"), the Partnership's sole limited partner, hereby consents to the assignment of T. Lloyd Ryan's general partnership interest to David M. Ryan and consents to David M. Ryan's admission as the Partnership's sole general partner.
4. David M. Ryan is hereby admitted to the Partnership as its sole general partner.
5. David M. Ryan hereby agrees to assume and to be bound by all of the obligations, covenants and agreements of the Partnership, including, without limitation, the Amended and Restated Agreement and Certificate of Limited Partnership; provided, however, that David M. Ryan does not assume (i) any obligation or liability arising from or relating to the Partnership to the extent the

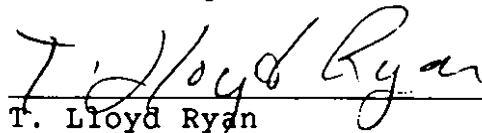
discharge, performance or payment thereof was due on or prior to the date hereof; and (ii) any obligation or liability arising out of occurrences, events, activities, acts or omissions taking place on or prior to the date hereof.

6. Article V of the Amended and Restated Agreement and Certificate of Limited Partnership is hereby amended in its entirety 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 on Article V attached hereto and made a part hereof and identified as Exhibit A.
7. Article 13.02 of the Amended and Restated Agreement and Certificate of Limited Partnership is hereby amended in its entirety as set forth on Article 13.02 attached hereto and made a part hereof and identified as Exhibit B.

In all other respects, the terms and provisions of the Amended and Restated Agreement and Certificate of Limited Partnership are hereby ratified and confirmed.

Executed and effective as of April 25, 1991.

Withdrawing General Partner

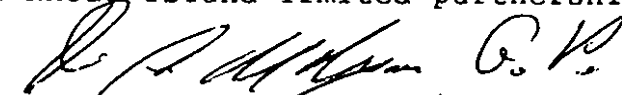

T. Lloyd Ryan

Entering General Partner


David M. Ryan

Consented and Agreed to:

HEALTH FACILITIES ASSOCIATES,
a Rhode Island limited partnership

By: 
David M. Ryan, General Partner

Dated: ~~XXXXXXXXXXXX~~
September 4, 1992

EXHIBIT A

ARTICLE V

PARTNERSHIP INTEREST AND CAPITAL CONTRIBUTIONS

5.01 General Partner. The General Partner, the General Partner's address, Capital Contributions heretofore made in cash, and the General Partner's Interest in the allocations and distributions to the General Partner provided herein are as follows:

<u>Name</u>	<u>Address</u>	<u>Contribution</u>	<u>Interest</u>
David M. Ryan	359 Broad Street Providence, RI 02907	\$1.00	1%

5.02 Limited Partner.

(A) The Limited Partner, its address, Capital Contribution heretofore made in cash, and its Interest in the allocations and distributions to the Limited Partner provided herein are as follows:

<u>Name</u>	<u>Address</u>	<u>Contribution</u>	<u>Interest</u>
Health Facilities Associates, a Rhode Island limited partnership	359 Broad Street Providence, RI 02907	\$1,000.00	99%

(B) Subject to the provisions of this Article 5.02, the Limited Partner shall make \$600,000 of Capital Contributions to the Partnership payable in installments (individually an "Installment" and collectively the "Installments") as follows (the "Payment Schedule"):

<u>Payment No.</u>	<u>Date of Payment</u>	<u>Amount</u>
1	December, 1984	\$138,750.00
2	April, 1985	\$108,500.00
3	April, 1986	\$108,500.00
4	April, 1987	\$ 93,750.00
5	April, 1988	\$ 93,750.00
6	April, 1989	<u>\$ 56,750.00</u>
	TOTAL	\$600,000.00

(C) The obligations of the Limited Partner to make the Installments of Capital Contributions to the Partnership in accordance with the Payment Schedule hereunder is subject to the condition that the General Partner shall have delivered a written certificate to the Limited Partner (the "Payment Certificate") that: (a) no Material Default has occurred and no event has occurred which with the passage of time or the giving of notice or both would be a Material Default, (b) all preconditions, representations, warranties, and agreements applicable to the payment of such Installment (including, without limitation, those set forth in Article 4.01 hereof) have been satisfied, or are true and correct, as the case may be, and (c) all conditions to the payment of the Installment have been met. If as of the date when any Installment would otherwise be due in accordance with the Payment Certificate required hereunder such Payment Certificate cannot truthfully be given because of a default of the provisions of Article 4.01, the Limited Partner shall not be required to make such Installment; provided, however, that if the General Partner shall have cured such default to such an extent, and shall deliver such Payment Certificate under such circumstances, that the Limited Partner, in the opinion of the Accountants acting in good faith, shall not have irrevocably lost any substantial part of the benefits of this Agreement and/or the Forecasts, and the General Partner shall not otherwise be in default hereunder, then the Limited Partner shall pay the amount of such Installment to the Partnership thirty days after the delivery of such Payment Certificate by the General Partner and shall thereafter pay all future Installments as otherwise required.

5.03 Defaults.

(A) If the Limited Partner fails to make a Capital Contribution to the Partnership as required by Article 5.02(B) hereof, the General Partner shall only have the remedies set forth in this Article 5.03.

(B) If the limited partner defaults in the payment of its Capital Contribution and fails to cure such default within thirty (30) days after Notice from the General Partner, the General Partner may remove the Limited Partner by making payment to it for its Interest equal to the lesser of (i) its Capital Contributions, less one hundred percent (100%) of any tax losses and tax credits allocated to the Limited Partner pursuant to Article VI, or (ii) Five Thousand (\$5,000) dollars.

5.04 Interest. Interest earned on Partnership Funds shall inure to the benefit of the Partnership, and the Partners shall not receive interest on their Capital Contributions.

5.05 Withdrawal of Capital Contributions. Except as expressly provided otherwise in this Agreement, no partner shall have the right to withdraw or reduce the Partner's Capital Contribution.

5.06 Withdrawing Partners. By their execution of this Agreement the Withdrawing Partners hereby transfer to the Partnership their interests set forth in Articles 5.01 and 5.02.

EXHIBIT B

13.02 Exceptions. Notwithstanding the provisions of Article 13.01;

(A) No amendment shall alter the purpose of the Partnership, or amend Article 13.01, without the consent in writing of all of the Partners;

(B) Except as expressly provided otherwise in this Agreement, no amendment shall increase the liability or change the Capital Contributions required of a Partner, increase the responsibilities of any Partner, decrease the rights or Interest of a Partner in the income, losses, income or proceeds of the Partnership, or affect voting rights of a Partner without the consent of the Partner affected;

(C) No amendment shall be adopted which will directly or indirectly affect or jeopardize the status of the Partnership as a partnership for Federal Income Tax purposes without the consent in writing of all of the Partners;

(D) Subject to the requirements of Article 13.02(B), the Partners agree to amend this Agreement to comply with Federal and State security laws, rules and regulations, including requirements applicable to the sale of securities by the Limited Partner to Investors; and

(E) As long as the Secretary of Housing and Urban Development, or his successors or assigns, is the insurer or holder of the mortgage on Burrillville Health Center Associates Section 232 Project No. 016-43047-PM-IC, no amendment to this Agreement which results in any of the following shall be of force or effect without the prior written consent of HUD: (1) any amendment which modifies the duration of the Agreement; (2) any amendment which results in the requirement that a HUD prior participation certification be obtained for any additional party; and (3) any amendment which in any way impacts or affects the HUD Mortgage or Regulatory Agreement.

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