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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 PARTNERSHIP

RECEIVED  
SECRETARY OF STATE  
CORPORATIONS DIV  
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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:

Charlesgate Nursing Center

2. The date of filing of the Certificate of Limited Partnership is December 31, 1975

3. The Certificate of Limited Partnership (as previously amended 4/23/76; 12/24/76; 9/24/81; 7/25/97; 11/22/02  
(List dates of prior amendment(s), if applicable. If none, so state.))

is amended as follows:

[Insert amendment]

Section 1.4 of Article I is hereby amended in its entirety, as follows:

"Section 1.4. Term. The term of the Partnership commenced on December 31, 1975  
and shall expire on December 31, 2039."

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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: September 15, 2011


Charlesgate Nursing Center

Print Name of Limited Partnership


By Its General Partner

Davenport Associates, Ltd.

By

  
Paul S. Davenport, Co-Chairman

By

  
Paul S. Davenport

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**AMENDMENT TO  
SECOND AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP  
CHARLESGATE NURSING CENTER**

This Amendment to Second Amendment to Agreement of Limited Partnership of Charlesgate Nursing Center (the "Partnership") is dated as of the 15<sup>th</sup> day of September, 2011, by and among the undersigned, being all the current partners of the Partnership.

**PRELIMINARY STATEMENT**

In connection with a pending financing by the Partnership with the Secretary of Housing and Urban Development ("HUD"), HUD has required that the existing Partnership Agreement of Limited Partnership (the "Agreement") be amended to extend the Partnership's term and expressly set forth certain of HUD's requirements, and this Amendment is entered into for that purpose.

For valuable consideration, the undersigned hereby agree to amend the Partnership Agreement as follows:

1. Section 1.4 of the Partnership Agreement is hereby amended in its entirety to read as follows:

"Section 1.4. Term. The term of the Partnership commenced on December 31, 1975 and shall expire on December 31, 2039."

2. The following Section 9.15.A is hereby inserted following Section 9.15 and prior to Section 9.16 of the Agreement.

"Section 9.15.A. Supplementary HUD Requirements.

A. The Partnership is authorized to execute a note (the "Note"), a mortgage, deed of trust, or security deed securing the Note (the "Mortgage"), and security agreement (the "Security Agreement") on the Project in order to secure one or more loans to be insured by the Secretary of Housing and Urban Development ("HUD"); to execute the regulatory agreement (the "HUD Regulatory Agreement") and other documents required by HUD in connection with any HUD-insured loan (the "HUD Loan"), and to comply with the requirements of HUD's mortgage insurance program.

B. Notwithstanding any other provisions of this Agreement of Limited Partnership, in the event that any provision of this Agreement, or any other organizational documents of the Partnership (collectively, the "Organizational Documents"), conflicts with the terms of the Note, Mortgage, Security Agreement or HUD Regulatory

Agreement (collectively, the "HUD Loan Documents"), the conflicting provisions of the HUD Loan Documents shall control.

C. The following provisions of this Section 9.15.A shall apply for so long as (and only for so long as) HUD or HUD's successors or assigns is the insurer or holder of the Note.

i. No provisions required by HUD to be inserted into this Agreement, or any other Organizational Documents of the Partnership, may be amended without prior HUD approval.

ii. No provision of or amendment to this Agreement, or any other Organizational Documents of the Partnership, that results in any of the following will have any force or effect without the prior written consent of HUD:

(1) Any amendment that shortens the term of the Partnership;

(2) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional person or entity;

(3) Any amendment that in any way affects the HUD Loan Documents;

(4) The withdrawal of any sponsor on which HUD based its decision to insure the loan; or

(5) A change in any executive officer of the Partnership.

iii. Any incoming Partners must, as a condition of receiving an interest in the Partnership, agree to be bound by the HUD Loan Documents to the same extent and on the same terms as the other Partners.

iv. Notwithstanding any other provisions of this Agreement, 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 HUD Regulatory Agreement in a manner satisfactory to HUD.

v. Each of the Partners agree to be liable in their individual capacities to HUD for:

(1) Funds or property of the Project coming into their possession, which by the provisions of the HUD Regulatory Agreement, they are not entitled to retain;

(2) Their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the HUD Regulatory Agreement;

(3) The acts and deeds of "affiliates," as defined in the HUD Regulatory Agreement, which they have authorized in violation of the provisions of the HUD Regulatory Agreement; and

(4) As otherwise provided by law.

vi. The Partnership may not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

vii. The Partnership has designated Lucille Massemينو as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of Lucille Massemينو, individually, will bind the Partnership in all such matters. The Partnership may from time to time appoint one or more substitute representatives 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 the substitute representative. When any person other than the person(s) identified herein has full or partial authority of management of the Partnership, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.

viii. Notwithstanding any provision to the contrary in the Organizational Documents, any indemnification by the Partnership of the Partnership's Partners, officers, directors, and/or board members is limited to the available proceeds of liability insurance and/or "surplus cash" as defined in the HUD Regulatory Agreement.

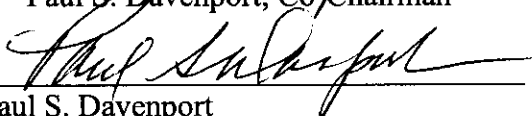
3. In all other respects the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the day and year first above written.

General Partners:

Dayenport Associates, Ltd.

By:   
Paul S. Davenport, Co-Chairman

  
Paul S. Davenport

Limited Partners:

Deborah A. Cuzziere  
By his agent and attorney-in-fact,

  
\_\_\_\_\_

Judith B. Travis  
By her agent and attorney-in-fact,

  
\_\_\_\_\_

S. Robert Rimer  
By his agent and attorney-in-fact,

  
\_\_\_\_\_

Richard Rimer 1983 Trust,  
S. Robert Rimer, Trustee  
By his agent and attorney-in-fact,

  
\_\_\_\_\_

David Auerbach  
By his agent and attorney-in-fact,

  
\_\_\_\_\_


C. Gordon Bell  
By his agent and attorney-in-fact,

  
\_\_\_\_\_

N.E. Corning Family Trust,  
Mario Umana, Trustee  
By his agent and attorney-in-fact,

  
\_\_\_\_\_


Paul E. George  
By his agent and attorney-in-fact,

  
\_\_\_\_\_

John H. Quinn Living Trust,  
Hallie Q. McFetridge, Co-Trustee  
Brooks Quinn, Co-Trustee  
John H. Quinn, Jr., Co-Trustee  
By their agent and attorney-in-fact,

  
\_\_\_\_\_

Vijay J. Shah  
By his agent and attorney-in-fact,

  
\_\_\_\_\_

The Community Foundation of  
Greater Birmingham  
By its agent and attorney-in-fact,

  
\_\_\_\_\_



# 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*

