

AMENDED LIMITED PARTNERSHIP AGREEMENT AND CERTIFICATE
OF CARTIE'S HEALTH CENTER

We, the undersigned, being desirous of forming a limited partnership pursuant to the laws of the State of Rhode Island, and being severally duly sworn, do certify as follows:

I. The name of the Partnership shall be CARTIE'S HEALTH CENTER.

II. The character of the business conducted by the Partnership shall be to acquire certain land located at 21 Lincoln Avenue, Central Falls, Rhode Island, in connection with FHA Project No. 016-43018-PM, and to develop the same, and to hold, own, improve, operate, manage as a nursing home, service, lease, mortgage and encumber the same and otherwise deal with the same as owner thereof, and to acquire additional real and personal property to the extent necessary and appropriate to carry out the foregoing purposes.

Any General Partner is specifically authorized to execute such documents as they deem necessary in connection with the acquisition, development, and financing of the above-described property, including without limiting the generality of the foregoing, (a) any mortgage in connection with the mortgage loan insured by the Federal Housing Administration ("FHA") to provide funds for the acquisition and development of said property and any construction of improvements thereon, (b) any FHA Form of Regulatory Agreement required by FHA in connection with said mortgage and (c) any and all other documents required by FHA in connection with said mortgage. Any General Partner shall at all times be bound by, and the rights and obligations of the partners shall be subject to, said mortgage and Regulatory Agreement. Any General Partner and the Partnership shall not take any action contrary to any FHA rule or requirement.

III. The principal place of business of the Partnership will be located at 21 Lincoln Avenue, Central Falls, Rhode Island, or at such other place of places as any General Partner may, from time to time, designate.

IV. The name and place of residence of each of the partners is as follows:

General Partners

Residence

Lawrence S. Gates

200 Lorimer Avenue
Providence, Rhode Island

James Radin

Ernest Beaulieu

Earle Leeder

Daved Rubien

Forcier Industries, Inc.

505 Tiogue Avenue
Coventry, Rhode Island

Limited Partner

Residence

Lawrence S. Gates

200 Lorimer Avenue
Providence, Rhode Island

V. The term of existence of the Partnership shall be from the execution of this Amended Limited Partnership Agreement to be further perfected by the filing for record of a certificate in the office of the Secretary of State for the State of Rhode Island until the business of the Partnership shall have terminated or until December 1, 2025.

VI. The Limited Partner shall contribute \$94.00 to the Partnership.

VII. The Limited Partner has not agreed to make any additional contributions to the Partnership.

VIII. The capital of the Limited Partner shall be returned, to the extent that funds are available for such purpose, after payment of all debts

of the Partnership, upon the termination and liquidation of the Partnership.

IX. Subject to FHA Rules and Regulations, the Limited Partner shall receive fifty percent (50%) of the annual net income of the Partnership (and of any net excess insurance proceeds and any net proceeds of mortgage refinancing, partial condemnation, sales of easements, rights of way or similar interests in the property of the Partnership, and other similar items which in accordance with generally accepted accounting practice are attributable to capital) after the deduction of such amounts as shall be determined by the General Partners to be reasonably required for reserves and for future operating needs of the Partnership.

X. A Limited Partner shall not have the right to substitute an assignee as contributor in his place except that a Limited Partner may assign all or any part of his interest (i) to his spouse, or to a descendant or parent, a brother or sister or a nephew or niece of such Limited Partner, or to descendants of any of them, (ii) to a trust for the lifetime benefit of any one or more of the foregoing, (iii) to any recognized charitable or eleemosynary institution or organization, or (iv) in the case of a corporate Limited Partner to the persons or corporations who are stockholders of such corporate Limited Partner. Any such permitted assignee shall apply for admission to the Partnership and shall be admitted as such, provided, however, that no minor or incompetent, and no organization prohibited by law from being a Limited Partner, shall be so admitted. If the entire interest of a deceased Limited Partner shall pass by bequest or distribution to one or more individuals, trustees or charities to whom or to which such deceased Limited Partner could while alive have assigned any part of his interest, as above provided, such transferee shall apply for admission to the Partnership as a Limited Partner and, upon such application, shall be admitted as such in place of the deceased Limited

Partner. In the event of the insanity of a Limited Partner, the legal representative of the insane Limited Partner may also, upon application, be admitted as a Limited Partner in the place of the insane Limited Partner. If the interest of a Limited Partner is transferred to a trust for the life-time benefit of any one or more of the persons to whom a Limited Partner could have assigned any part of this interest as above provided, then upon the termination of such trust, such interest may be transferred to any person or trust to whom or which the settlor of the trust or the deceased Limited Partner under whose will the trust was created could have assigned his interest.

XI. The Partners shall not have the right to admit additional Limited Partners except as provided in Article X hereof or with the consent of all of the Partners.

XII. No Limited Partner shall have the right to priority over any other Limited Partner as to contributions or as to compensation by way of income.

XIII. The Limited Partners shall not have the right to demand and receive property other than cash in return for their contributions.

XIV. The Partnership shall terminate in election of the Limited Partner upon the liquidation, bankruptcy or retirement of any General Partner, in which case the business of the Partnership shall continue for the purpose of winding up the Partnership's affairs by such person as may be designated by the Limited Partner.

IN WITNESS WHEREOF, we have hereunto set our hands and state our residences

this 23rd day of December, A.D. 1974.

Names

Lawrence S. Gates

James Radin

Ernest Beaulieu

Earle Leeder

Daved Rubien

Forcier Industries, Inc.

By Robert R. Forcier

Residences

200 Lorimer Avenue
Providence

19 Rhode Island Avenue
Providence, R.I.

10 Stearns Street
Harrisville, R.I.

10 Blueberry Hill Road
Boston MA 02193

WOODSIA RD SACONNETTOWN R.I.

505 Tiogue Avenue
Coventry, Rhode Island

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, in said County, on the 23rd day of December, A.D. 1974, personally appeared before me JAMES RADIN, personally, and under Power of Attorney for LAWRENCE S. GATES, ERNEST BEAULIEU, EARLE LEEDER, DAVED RUBIEN, and ROBERT R. FORCIER, President of FORCIER INDUSTRIES, INC., to me known and known by me to be the parties executing the foregoing instrument, and they acknowledged said instrument, by them executed, to be their free act and deed, and the free act and deed of LAWRENCE S. GATES, and the free act and deed of FORCIER INDUSTRIES, INC.

James M. Sloan III
Notary Public
Notary Public

DEC 23 1974

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