

CERTIFICATE OF LIMITED PARTNERSHIP

STERLING MANOR ASSOCIATES L.P.

49878

The undersigned, being desirous of forming a limited partnership pursuant to the Uniform Limited Partnership Act of the State of Rhode Island, do hereby solemnly agree, certify and swear as follows:

1. The name of the limited partnership shall be Sterling Manor Associates<sup>(U)</sup> (hereinafter the "Partnership") and the persons identified as General Partners and Limited Partners on Schedule A annexed hereto and made a part hereof are sometimes hereinafter referred to as "General Partner(s)" or "Limited Partner(s)", respectively. General Partners and Limited Partners are sometimes hereinafter collectively referred to as "Partners".

2. The character of the business conducted by the Partnership shall be to acquire real property located in Providence, Rhode Island and to develop the same, and to hold, own, improve, operate, manage as a health care facility, 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 he deems 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 to provide funds for the acquisition and development of said property and any construction of improvements thereon; (b) any forms required by the Rhode Island Housing and Mortgage Finance Corporation, the United States Secretary of Housing and Urban Development acting by and through the Federal Housing Commission, or any other State or Federal agency in connection with said mortgage; and (c) any and all other documents required to be executed in connection with said mortgage. Any Partner and the Partnership shall at all times be bound by, and the rights and obligations of the Partners and the Partnership shall be subject to, said mortgage. Any Partner and the Partnership shall not take any action contrary to any rule or requirement of the Rhode Island Housing and Mortgage Finance Corporation or the United States Secretary of Housing and Urban Development acting by and through the Federal Housing Commissions.

3. The principal place of business of the Partnership will be located on Sterling Avenue, Providence, Rhode Island, or at such other place or places as any General Partner may, from time to time, designate.

4. The names and places of residence of the Partners are set forth on Schedule A attached hereto.

5. The Partnership shall continue in full force and effect until the business of the Partnership shall have terminated or until December 31, 2085.

6. The Partners shall contribute to the Partnership the amount set forth on Schedule A.

7. The Limited Partners have not agreed to make any additional contributions to the Partnership.

8. The capital of the Limited Partners 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.

9. The Partners shall be entitled to the percentage share of the profits, gains and other income of the Partnership set forth on Schedule A.

10. The Limited Partners shall not have the right to assign their interest in the Partnership except with the consent of the General Partners.

11. The General Partners shall have the right to admit, without the approval of the Limited Partner, additional Limited Partners. Any such incoming Limited Partner shall, as a condition of receiving any interest in the Partnership, agree to be bound by the provisions of this Agreement and any other document executed by the General Partners in connection with the business of the Partnership.

12. 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.

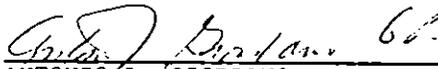
13. Upon the liquidation, bankruptcy or retirement of the General Partners, the business of the Partnership shall terminate unless continued by such person who may be designated by the Limited Partners as a new General Partner of a reconstituted partnership.

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

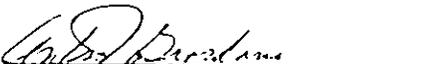
15. The specified agent for Service of Process is Mr. Antonio L. Giordano, of 190 Broad Street, Providence, Rhode Island 02903.

IN WITNESS WHEREOF, we have hereunto set our hands and stated our residences this 28 day of MAY, 1986.

GENERAL PARTNER

  
ANTONIO L. GIORDANO

LIMITED PARTNER

  
ANTONIO L. GIORDANO

CONSULTANTS INCORPORATED

  
ANTONIO L. GIORDANO  
President

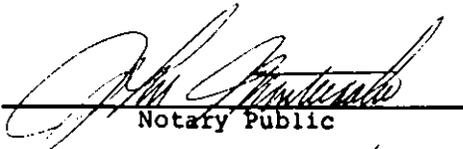
STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

MAY In Providence, in said County, this 27 day of  
MAY, 1986, before me personally appeared ANTONIO L.  
GIORDANO, individually to me known and known by me to be the  
party executing the foregoing instrument, and he acknowledged  
said instrument, by him executed, to be his free act and deed.

  
Notary Public  
*My Commission Expires - 6-30-86*

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

MAY In Providence, in said County this 27 day of  
MAY, 1986, before me personally appeared ANTONIO L.  
GIORDANO, President of Consultants Incorporated, a Rhode Island  
Corporation, to me known and known by me to be the party ex-  
ecuting the foregoing instrument, and he acknowledged said in-  
strument, by him executed to be his free act and deed in the  
capacity aforesaid and the free act and deed of said corporation.

  
Notary Public  
*My Commission Expires 6-30-86*

SCHEDULE A

<u>NAME</u>	<u>RESIDENCE</u>	<u>CONTRIBUTION</u>	<u>PERCENTAGE SHARE</u>
<u>GENERAL PARTNER</u>			
ANTONIO L. GIORDANO	190 Broad Street Providence, RI 02903	\$1.00	1%
<u>LIMITED PARTNERS</u>			
ANTONIO L. GIORDANO	190 Broad Street Providence, RI 02903	\$94.00	94%
CONSULTANTS INCORPORATED	190 Broad Street Providence, RI 02903	\$5.00	5%
		<u>\$100.00</u>	<u>100%</u>

0173A001 06/02/86CASH 50.00

MAY 20 1986  
*Few/B*