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Florida Department of State
Division of Corporations
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Division of Corporations
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*SBM*SECRETARY OF STATE
TALLAHASSEE, FLORIDA

06 JUL 24 AM 11:46

FILED

LP/LLP AMENDMENT/RESTATEMENT/CORRECTION
CONSOLIDATED RESOURCES HEALTH CARE FUND I, LTD.

RECEIVED

06 JUL 24 AM 10:

DIVISION OF CORPORATIONS

Certificate of Status	0
Certified Copy	0
Page Count	18
Estimated Charge	\$52.50

Electronic Filing Menu

Corporate Filing Menu

Help

**AMENDMENT TO CERTIFICATE OF AUTHORITY
FOR
FOREIGN LIMITED PARTNERSHIP OR
LIMITED LIABILITY LIMITED PARTNERSHIP**

1. The name of the limited partnership or limited liability limited partnership as it appears on the records of the Florida Department of State is:
Consolidated Resources Health Care Fund I, Ltd.
2. The jurisdiction of its formation is: Georgia
3. The date the entity was authorized to transact business in Florida is: 1/11/1984
4. If the amendment changes the name of the limited partnership or limited liability limited partnership, enter the new name:
Consolidated Resources Health Care Fund I, L.P.

Acceptable Limited Partnership suffixes: Limited Partnership, Limited, L.P., LP, or Ltd
Acceptable Limited Liability Limited Partnership suffixes: Limited Liability Limited Partnership, L.L.L.P. or LLLP

5. If the amendment changes the general partner(s), list the name and business address of each general partner:

Name:

Business Address:

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

06 JUL 24 AM 11:47

FILED

6. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

7. If the amendment corrects any false statement listed in the application, indicate the statement being corrected and the correction:

Please see attached Exhibit "A" for complete explanation

8. If the amendment is to add or delete an election to be a limited liability limited partnership statement, check the appropriate box:

☐ The entity elects to be a limited liability limited partnership.

☐ The entity is no longer a limited liability limited partnership.

9. Attached is an original certificate, no more than 90 days olds, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

10. Effective date, if other than the date of filing: _____
(Effective date cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State)

Signature of a general partner
Consolidated Resources Health Care Fund I, L.P.
By: H.C.F., Inc., Corporate General Partner
By: Cindy S. Cross

Typed or printed name:

Cindy S. Cross, Assistant Secretary

Filing Fee:	\$52.50
Certified Copy (optional):	\$52.50
Certificate of Status (optional):	\$8.75

Page 2 of 2

EXHIBIT "A"

At the time of the formation of Consolidated Resources Health Care Fund I, a Georgia limited partnership, filed with DeKalb County, Georgia, on January 11, 1983, the entity name did not contain a corporate ending. When the entity qualified to do business in the state of Florida, the corporate ending of "Ltd." was included, a copy of the original filing with the state is attached hereto. Effective August 23, 1995, the partnership perfected its formation by filing with the Georgia Secretary of State, and became known as Consolidated Resources Health Care Fund I, L.P.; however, no amendment was filed within the state of Florida. As such, the purpose of this filing is to properly evidence the correct name of the entity within the records of Florida from Consolidated Resources Health Care Fund I, Ltd. to Consolidated Resources Health Care Fund I, L.P.

STATE OF GEORGIA

COUNTY OF DEKALB

AFFIDAVIT

Comes now, before the undersigned officer duly authorized to administer oaths, the undersigned Assistant Secretary of Consolidated Resources Corporation of America, corporate General Partner of Consolidated Resources Health Care Fund I, a Georgia limited partnership, who after being duly sworn, deposes and states as follows:

1.

Affiant is Assistant Secretary of Consolidated Resources Corporation of America, corporate General Partner of Consolidated Resources Health Care Fund I, a Georgia limited partnership (the "Partnership").

2.

The name which the Partnership elects to use in the State of Florida is "Consolidated Resources Health Care Fund I, Ltd."

3.

The principal place of business of the Partnership in the State of Florida is 2501 Australian Boulevard, West, Palm Beach, Florida 33407.

FILED
JUN 11 1983
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

4.
The contributions of the limited partners in Florida
will be \$887,500.00.

5.
Further, your affiant saith not.

IN WITNESS WHEREOF, the undersigned does hereby affix
his hand and seal this 10th day of January, 1984.

CONSOLIDATED RESOURCES HEALTH
CARE FUND I, a Georgia
limited partnership
By: CONSOLIDATED RESOURCES
CORPORATION OF AMERICA

By: William J. Barbin
William J. Barbin, Assistant
Secretary

STATE OF GEORGIA
COUNTY OF DeKalb

Before me, the undersigned notary public authorized to
act in said County and State, personally appeared WILLIAM J. BARBIN,
to me known to have executed the within and foregoing instrument,
and who, after being duly sworn, deposes, states and acknowledges
the facts contained therein are true and correct and he signed same
freely and voluntarily for the uses and purposes stated therein.

Subscribed and sworn to before me this 10th day of
January, 1984.

Barbara M. Patton
Notary Public

My Commission expires:

Two Georgia, State of Large
Notary Public

Notary Public, Georgia, State of Large
My Commission Expires July 29, 1988

CERTIFICATE OF LIMITED PARTNERSHIP

STATE OF GEORGIA

COUNTY OF DEKALB

The undersigned desire to form a Limited Partnership pursuant to the laws of the State of Georgia, and upon being duly sworn, hereby certifies as follows:

I.

The name of the Partnership is CONSOLIDATED RESOURCES HEALTH CARE FUND I.

II.

The character of the business of the Partnership is to acquire, operate and hold for investment and future capital appreciation income producing, health care related real properties, including nursing homes, retirement centers, psychiatric, substance abuse and other specialty hospitals and medical office buildings or facilities and to engage in any other activities incidental thereto.

III.

The location of the principal place of business of the Partnership shall be 2245 Perimeter Park, Suite 3, Atlanta, Georgia 30341.

IV.

The names and residence addresses of the General Partners and the Original Limited Partner are set forth below:

General Partners

Original Limited Partner

Consolidated Resources Corporation
of America, a Georgia corporation

William J. Barbin

Consolidated Associates I, a Georgia
general partnership

V.

The term for which the Partnership is to exist is from April 30, 1982, to December 31, 2015, unless sooner terminated upon the occurrence of one of the following events:

(a) The decision of a majority in interest of the Limited Partners to dissolve the Partnership;

GEORGIA, DEKALB COUNTY:
RECORDED IN LIMITED PARTNERSHIP BOOK 68
PAGE 173 THROUGH 179 INCLUSIVE.
RECORDED Jan. 19 83
BY Whitfield C. Smith, Clerk
DEPUTY CLERK

68 173

(b) The removal or withdrawal of the last remaining General Partner and the failure of the Limited Partners to choose a new General Partner; or

(c) The sale or disposition of all the Properties of the Partnership.

VI.

The General Partners have contributed \$5,000.00 to the capital of the Partnership. The Original Limited Partner has contributed \$10.00 to the capital of the Partnership.

VII.

The Original Limited Partner shall not be required to make additional capital contributions. The General Partners are authorized to admit additional Limited Partners if, after such admission, the capital contributions of all Limited Partners would be not less than \$1,500,000 and not more than such maximum amount, not to exceed \$25,000,000, as the General Partners shall determine. The capital contribution of each additional Limited Partner shall be \$1,000 per Unit, with a minimum investment of 5 Units, except for IRA and Keogh Accounts, which shall invest not be less than the minimum amount provided by law.

VIII.

The contribution of the Original Limited Partner shall be returned to him upon the admission of additional Limited Partners. No additional Limited Partner shall have the right to demand return of his capital contribution.

IX.

Net Profits or Net Losses shall be allocated 1% to the Original Limited Partner. After the admission of additional Limited Partners, the allocations shall be as follows:

(a) 99% of all Net Profits and Net Losses shall be allocated to Limited Partners;

(b) 99% of Net Losses from a sale or refinancing shall be allocated to the Limited Partners.

(c) Net Profits from a sale or refinancing shall be allocated as follows:

(1) First, 1% to the General Partners and 99% to the Limited Partners until the Net Profits allocated to the Limited Partners from such sale or refinancing pursuant to this Section IX(c)(1) equals the excess of the greater of:

(1a) zero;

(1b) the Limited Partners' Invested Capital immediately prior to such sale or refinancing plus 10% per annum of the Limited Partners' average Invested Capital for all fiscal years through the date of such sale or refinancing to the extent not received through prior distributions of Distributable Cash From Operations or prior distributions of Sale or Refinancing Proceeds; or

(1c) the amount of Sale or Refinancing Proceeds distributable to the Limited Partners pursuant to Section X from such sale or refinancing;

over their capital account immediately prior to such sale or refinancing;

(2) Second, to the General Partners until the Net Profits allocated to the General Partners from such sale or refinancing pursuant to Sections IX (c)(1) and (2) equals the excess of the greater of:

(2a) zero; or

(2b) the amount of Sale or Refinancing Proceeds distributable to the General Partners from such sale or refinancing;

over their capital account immediately prior to such sale or refinancing;

(3) Third, any remaining Net Profits shall be allocated 10% to the General Partners and 90% to the Limited Partners.

(d) Except as provided in paragraphs (f), (g) and (h), all Net Profits or Net Losses allocable to the Limited Partners and all Distributable Cash From Operations and Sale or Refinancing Proceeds distributable to the Limited Partners shall be allocated or distributed, as the case may be, to each Limited Partner entitled to such distribution or allocation in the ratio which the number of Units owned by such Limited Partner bears to the total number of Units owned by all Limited Partners entitled to such distribution or allocation.

(e) Except as provided in Paragraphs (f), (g) and (h), all Net Profits or Net Losses not arising from a sale or refinancing allocable to the Limited Partners shall be allocated, and all Distributable Cash From Operations distributable to the Limited Partners shall be distributed, as the case may be, to the Persons recognized by the Partnership as the holders of Units as of the first day of the fiscal period for which such allocation or distribution is to be made.

(f) All Net Profits or Net Losses not arising from a sale or refinancing for a fiscal year allocable to any Unit which may have been transferred during such year shall be allocated between the transferor and the transferee based upon the number of quarterly periods that each was recognized as the holder of the Unit, without regard to the results of Partnership operation during particular quarterly periods of such fiscal year and without regard to whether cash distributions were made to the transferor or transferee.

BACK 68 175

(g) All Net Profits or Net Losses arising from a sale or refinancing allocable to the Limited Partners shall be allocated to the persons recognized as the holders of Units for purposes of this Section as of the date on which the Partnership recognizes such Net Profits or Net Losses. All Sale or Refinancing Proceeds arising from a sale or refinancing distributable to the Limited Partners shall be distributed to the persons recognized as holders of Units on the day such distribution is made.

(h) The Net Profits or Net Losses of the Partnership allocable to the Limited Partners for the calendar years 1982 and 1983 shall be apportioned among the Limited Partners by taking into account each Limited Partner's varying interest in the Partnership during the year.

X.

(a) 85% of all Distributable Cash From Operations in each year shall be distributed to Limited Partners. However, all distributions of Distributable Cash From Operations shall be made to the Limited Partners in each year until the Limited Partners have received distributions for such year equal to 10% of their Invested Capital.

(b) Upon a sale or refinancing of real property or real properties, the Sale or Refinancing Proceeds shall be distributed in the following order:

(1) to Limited Partners in an amount equal to each Limited Partner's Invested Capital;

(2) to Limited Partners in an amount necessary to provide Limited Partners with a 10% cumulative, non-compounded return on Invested Capital to the extent not previously received through distributions of Distributable Cash From Operations;

(3) up to 3% of the sales price of all properties on a cumulative basis to the General Partners as a real estate brokerage commission for services actually rendered; and

(4) 55% to Limited Partners and 45% to General Partners.

XI.

A Limited Partner may assign his interest in the Partnership, provided only that the assignee may not become a substitute Limited Partner without the consent of the General Partners and the assignee shall execute, swear to and deliver to the General Partners such instruments and documents as the General Partners may deem necessary and appropriate to effect the admission of such assignee as a substitute Limited Partner under the Agreement, assuming all obligations and liabilities of the Limited Partner for whom such person is being substituted, and pay all costs and expenses incurred by the Partnership in connection with such assignee becoming a substitute Limited Partner.

XII.

Additional Limited Partners will be admitted to the Partnership upon the sole approval of the General Partners.

XIII.

No Limited Partner shall be entitled to priority over other Limited Partners as to distributions.

XIV.

No Limited Partner is given the right to demand and receive property other than cash for the return of his capital contribution.

XV.

A remaining General Partner may continue the business of the Partnership upon the death, retirement or insanity of a General Partner. However, death, retirement or withdrawal of the last remaining General Partner shall cause the Partnership to terminate unless the Limited Partners elect a successor General Partner.

XVI.

A Limited Partner may transfer a Unit, but such transfer shall create only the right of the transferee to share in Net Profits, Net Losses and cash distributions unless the transferee becomes a substitute Limited Partner, which is contingent upon the written consent of the General Partners and compliance with the requirements of applicable law.

XVII.

The following terms as used herein have the following meanings:

(a) "Capital Contribution" shall mean the total initial investments and contributions to the capital of the Partnership in cash by all investors for Units of limited partnership interest without deduction of selling, organization or other expenses, but reduced by any return of funds to Limited Partners pursuant to Section 4.035 of the Partnership Agreement.

(b) "Distributable Cash From Operations" shall mean the funds provided from Partnership operations, without deduction for non-cash expenses, but after deducting all cash funds used to pay all other expenses, capital improvements and replacements and debt payments, if any, and after adjustment for changes in Reserves.

(c) "Invested Capital" shall mean the Limited Partner's Capital Contributions less the sum of Sale or Refinancing Proceeds distributed to Limited Partners and any prior owners of Units as of the date of calculation.

(d) "Limited Partners" shall mean the Original Limited Partner and all other investors who are purchasers or transferees of a Limited Partnership Unit.

(e) "Net Losses" shall mean the losses of the Partnership determined in accordance with accounting methods followed for federal income tax purposes.

(f) "Net Profits" shall mean the profits of the Partnership determined in accordance with accounting methods followed for federal income tax purposes.

(g) "Person" shall mean any natural person, partnership, corporation, association or other legal entity.

(h) "Reserve" or "Reserves" shall mean the amounts deemed sufficient by the General Partners, as of the date of determination, for working capital and to pay taxes, insurance, debt services, repairs, replacements or renewals, or other costs and expenses, incident to the ownership or operation of the properties.

(i) "Sale or Refinancing Proceeds" shall mean all cash funds resulting from disposition, exchange, or refinancing (other than a refinancing which is contemplated at the time a property is purchased) less (i) expenses incurred in the sale or refinancing, (ii) debts and obligations related to the sale or refinancing, (iii) other payments for Partnership expenses (including costs of improvements or additions to properties and amounts as may be required to purchase underlying land or any joint venture interest) and (iv) additions to Reserves at the discretion of the General Partners.

(j) "Units" shall mean the limited partnership interests of the Limited Partners and shall each represent a Capital Contribution of \$1,000 to the Partnership and entitle the holder thereof to the rights and interests of Limited Partners as provided in the Limited Partnership Agreement.

WHEREFORE, this Certificate has been signed and sworn to by each of the Partners effective the 11th day of JANUARY, 1983.

"GENERAL PARTNERS"

CONSOLIDATED RESOURCES CORPORATION
OF AMERICA

Witness

By:

David R. Vaughan

Address:

2245 Perimeter Park, Suite 200
Atlanta Georgia 30341

JAN 11 3 32 PM '83

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DEALERS CO. GA.

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CONSOLIDATED ASSOCIATES I

By: William J. Harbin

Address:

2245 Perimeter Park, Suite 3
Atlanta Georgia 30341

ORIGINAL LIMITED PARTNER:

Frederick H. Martin
Witness

William J. Harbin

Address:

6156 Applegate Court
Norcross Georgia 30092

STATE OF GEORGIA
COUNTY OF DEKALB

Before me, the undersigned notary public, authorized to act in said County and State, personally appeared the above named signatories to me known to be those having executed the within and foregoing instrument, and who after being duly sworn, depose and state the foregoing is a true and correct copy of the Certificate of Limited Partnership of CONSOLIDATED RESOURCES HEALTH CARE FUND I, and acknowledged the facts contained therein are true and correct and they signed same freely and voluntarily for the uses and purposes stated therein.

Subscribed and sworn to before me this 11th day of January 1983.

Frederick H. Martin
WITNESS

Notary Public



State of Georgia, DeKalb County
The undersigned Clerk of DeKalb County of DeKalb Superior Court
certifies that the within and foregoing instrument is a true and correct
copy of the same as it appears on the original. Witness
my hand and the seal of the DeKalb Superior Court this
11th day of January 1983.

Signature: Sub. Hendon
Notary Name: Sub. Hendon
Deputy Clerk, DeKalb County

Notary Public, Georgia, State at Large
My Commission Expires July 23, 1985

CLERK OF SUPERIOR COURT
DEKALB COUNTY

JAN 11 3 32 PM '83

FILED
DEKALB CO GA

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Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9525003
EFFECTIVE DATE: 08/23/1995
COUNTY : FULTON
REFERENCE : 0069
PRINT DATE : 08/23/1995
FORM NUMBER : 0326

SHAW, PITTMAN, POTTS & TROWBRIDGE
DENISE CADE
2300 N STREET, NW
WASHINGTON, DC 20037

CERTIFICATE OF LIMITED PARTNERSHIP FILING

I, **MAX CLELAND**, Secretary of State of the State of Georgia, do hereby certify under the seal of my office that

CONSOLIDATED RESOURCES HEALTH CARE FUND I, L.P.
"a filing under prior Georgia Limited Partnership Act(s)"

has filed with the Secretary of State, as of the effective date stated above, a certificate of limited partnership or an amendment to its certificate of limited partnership to incorporate the provisions of the Georgia Revised Uniform Limited Partnership Act of 1988 and has paid the fees required by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Max Cleland
MAX CLELAND
SECRETARY OF STATE

CORPORATIONS 656-2817 • CORPORATIONS HOT-LINE 404-656-2222 (Outside Metro-Atlanta)

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
CONSOLIDATED RESOURCES HEALTH CARE FUND I, L.P.**

The undersigned hereby certify as follows:

1. Consolidated Resources Health Care Fund I, L.P. (the "Partnership") was formed under the Georgia Uniform Limited Partnership Act on April 30, 1982 and a Certificate of Limited Partnership of the Partnership was recorded in the office of the Superior Court of DeKalb County, Georgia, on January 11, 1983 in Limited Partnership Book 68, pages 173-179.
2. On August 17, 1995, the limited partners of the Partnership, by a favorable vote of a majority of all units of limited partnership interest in the Partnership outstanding, approved an amendment to the Partnership's partnership agreement which provides that the Partnership be governed by the Georgia Revised Uniform Limited Partnership Act.
3. Pursuant to Sections 14-9-1201 and 14-9-201 of the Georgia Revised Uniform Limited Partnership Act, the undersigned hereby form the Partnership under the Georgia Revised Uniform Limited Partnership Act and certify as follows:

FIRST: The name of the limited partnership is Consolidated Resources Health Care Fund I, L.P.

SECOND: The address of the registered office of the Partnership is c/o CT Corporation System, 1201 Peachtree Street, N.E., Atlanta, Georgia 30361, and the name of the initial registered agent at such address is CT Corporation System.

THIRD: The name and business address of each general partner of the Partnership is as follows:

Forrest L. Preston
3570 Keith Street, N.W.
Cleveland, TN 37312

H.C.F., Inc.
3570 Keith Street, N.W.
Cleveland, TN 37312

FOURTH: The Partnership shall continue until December 31, 2015, unless sooner terminated in accordance with the terms and conditions of the Partnership's partnership agreement.

FIFTH: The Partnership hereby elects to be governed by the Georgia Revised Uniform Limited Partnership Act.

IN WITNESS WHEREOF, the undersigned General Partners have signed this Certificate of Limited Partnership this 18th day of August, 1995.

Forrest L. Preston
Forrest L. Preston

H.C.F., INC.

By: Angelena Y. Clayton
Angelena Y. Clayton
Title: Secretary
Attest: Cindy S. Cross
Cindy S. Cross
Title: Assistant Secretary

SECRETARY OF STATE

AUG 23 2 40 PM '95
BSR (1)



MAX CLELAND
Secretary of State
State of Georgia

BUSINESS SERVICES AND REGULATION

Suite 315, West Tower
2 Martin Luther King Jr. Drive
Atlanta, Georgia 30334-1530
(404) 886-2817

CERTIFICATE OF LIMITED PARTNERSHIP TRANSMITTAL INFORMATION FORM FOR GEORGIA LIMITED PARTNERSHIP

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	<u>952350739</u>	PENDING CONTROL #	<u>P113039</u>	CONTROL #	<u>95235003</u>
Docket Code	<u>326</u>	LP Type	<u>7A</u>		
Date Filed	<u>8/23/95</u>	Amount Received \$	<u>160.00</u>	Check/Receipt #	
Jurisdiction (County) Code	<u>60</u>				
Examiner	<u>69</u>	Date Completed	<u>8/23/95</u>		

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.
INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

1.	<u>952350739</u>		
	Limited Partnership Name Reservation Number		
	<u>Consolidated Resources Health Care Fund I, L.P.</u>		
	Limited Partnership Name (exactly, as appears on name reservation)		
2.	<u>Denise Code</u>	<u>202-663-8000</u>	
	Applicant/Attorney	Telephone Number	
	<u>Shaw, Pittman, Potts & Trowbridge</u>		
	Address	<u>2300 N Street, NW</u>	
	City	<u>Washington</u>	
		D.C.	<u>20037-1128</u>
		State	Zip Code
3.	<u>3570 Keith St N.W.</u>		
	Principal Office Mailing Address of Limited Partnership		
	<u>Cleveland</u>	<u>TN</u>	<u>37312</u>
	City	State	Zip Code
4.	*****NO LONGER REQUIRED BY LAW*****		
	Latest Date Upon Which Limited Partnership is to Dissolve		
5.	CT Corporation System		
	Name of Registered Agent in Georgia		
	<u>1201 Peachtree Street, NE</u>		
	Registered Office Street Address in Georgia		
	<u>Atlanta</u>	<u>Fulton</u>	<u>GA 30361</u>
	City	County	State Zip Code
6.	Attach list of Names and Business addresses of each General Partner		
	<u>Forrest L. Preston</u>	<u>3570 Keith Street, NW, Cleveland, TN 37312</u>	
	<u>H.C.F., Inc.</u>	<u>3570 Keith Street, NW, Cleveland, TN 37312</u>	
7.	For Limited Partnerships formed prior to July 1, 1988 ONLY:		
	Date Formed: <u>1/11/1983</u>	County: <u>Dekalb</u>	Book No. <u>68</u> Page No. <u>173-179</u>
8.	NOTICE: THIS FORM DOES NOT REPLACE THE CERTIFICATE OF LIMITED PARTNERSHIP REQUIRED BY TITLE 14 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED. Mail or deliver this Transmittal Information Form, the original and one copy of the Certificate of Limited Partnership, and the Secretary of State filing fee of \$60.00 to the Secretary of State at the above address.		
	I understand that the information on this form will be entered in the Secretary of State business registration database, and I verify that the above information is true and correct to the best of my knowledge.		
	Authorized Signature: <u>[Signature]</u>		Date: <u>8 23 95</u>

SHAW, PITTMAN, POTTS & TROWBRIDGE
A PARTNERSHIP, INCLUDING PROFESSIONAL CORPORATIONS

2300 N STREET, N.W.
WASHINGTON, D.C. 20037-1128
(202) 663-6000
FACSIMILE
(202) 663-6007

1801 FARM CREDIT DRIVE
NOBLEMAN, VIRGINIA 22102-5004

201 LIBERTY STREET, S.W.
LEESBURG, VIRGINIA 22076-2721

DENISE R. CADE
(202) 663-6075

August 21, 1995

By Hand Delivery

Janet Jackson, Esq.
Director
Business Information Services
Georgia Secretary of State
Suite 315 West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334

Re: Certificate of Limited Partnership

Dear Ms. Jackson:

Enclosed for filing on behalf of Consolidated Resources Health Care Fund I, L.P. (the "Partnership") on an expedited basis is one original executed copy and one photocopy of the Certificate of Limited Partnership of the Partnership (the "Certificate"). The Certificate is identical to the draft that you precleared last week.

Also enclosed is our check in the amount of \$160 in payment of the filing fee and the expedite fee.

Thank you for your prompt attention to this matter.

Very truly yours,



Denise Cade

Enclosures

cc: Sylvia Mahaffey, Esq.