

ID Number: 78276



Office of the Secretary of State
Corporations Division
148 W. River Street
Providence, Rhode Island 02904-2615

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP**

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIV
2011 JAN 20 PM 2:19

1. The name of the limited partnership is:

Riverbend Associates II, L.P.

2. The date of filing of the Certificate of Limited Partnership is **November 13, 1970**

3. The Certificate of Limited Partnership (as previously amended 6/16/71, 7/2/71, 7/12/71, 3/15/95, 3/15/95, 3/6/03)
(List dates of prior amendment(s), if applicable. If none, so state.)

is amended as follows:

[Insert amendment]

See Exhibit A

FILED

JAN 20 2011

Form No. 301
Revised: 12/05

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: 1/26/11

Riverbend Associates II, L.P.

Print Name of Limited Partnership

By General Partner, Integrated Properties II, Inc.

By Alfred Capicorno, President

By

By Enterprise Associates in Real Estate, Inc.

By Alfred Capicorno, President

EXHIBIT A

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

This First Amendment to Amended and Restated Agreement and Certificate of Limited Partnership dated as of January 24th, 2011 to Amended and Restated Agreement and Certificate of Limited Partnership dated March 6, 2003 by and among Integrated Properties II, Inc., a Rhode Island corporation with a principal place of business in the Town of Johnston, State of Rhode Island, Enterprise Associates in Real Estate, Inc., a Rhode Island corporation with a principal place of business in the Town of Johnston, State of Rhode Island and Alfred Carpionato of Cranston, Rhode Island.

WITNESSETH

WHEREAS, the parties hereto desire to amend the Amended and Restated Agreement and Certificate of Limited Partnership to delete the old Section 32 and to add a new Section 32 to such Amended and Restated Agreement and Certificate of Limited Partnership.

NOW THEREFORE, in consideration in the sum of ten (\$10.00) dollars and other good and valuable consideration, the parties hereto agree as follows:

1. The old Section 32 shall be deleted from the Agreement of Limited Partnership and shall be replaced with a new Section 32 as follows:

“32. HUD Provisions. For as long as the Secretary of Housing and Urban Development (the “Secretary”) is the insurer or holder of a note secured by a mortgage on the Project, the following provisions shall remain in effect and may not be amended or modified in any manner without the prior written consent of the Secretary:

- A. No amendment to the Partnership Agreement that results in any of the following will have any force or effect without the prior written consent of the Secretary:

- (i) Any amendment that modifies the term of the Partnership;
 - (ii) Any amendment that activates the requirement that a HUD previous participation certification be obtained for any incoming partner;
 - (iii) Any amendment that in any way affects the note, mortgage, or security agreement on the Project, or the Regulatory Agreement between the Secretary and the Partnership (hereinafter referred to as the "Regulatory Agreement");
 - (iv) Any amendment that results in any change in a guarantor of any obligation to the Secretary;
 - (v) Any amendment that would authorize any member other than the General Partner or pre-approved successor General Partner to bind the mortgagor entity for all matters concerning the project which requires HUD's consent or approval;
 - (vi) A change in the General Partner of the Mortgagor entity.
- B. The Partnership is authorized to execute a note, mortgage and security agreement in order to secure a loan to be insured by the Secretary and to execute a Regulatory Agreement and other documents required by the Secretary in connection with such a loan.
- C. Any incoming Partner shall as a condition of receiving an interest in the Partnership, agree to be bound by the note, mortgage, security agreement, and the Regulatory Agreement (collectively, the "Loan Documents") and other documents required in connection with the insured loan to the same extent and on the same terms as the other Partners.
- D. Any incoming Partner must meet all applicable requirements for HUD previous participation clearance, and must as a condition of receiving an interest in the mortgagor agree to be bound by the note, mortgage, security agreement, Regulatory Agreement and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other members.

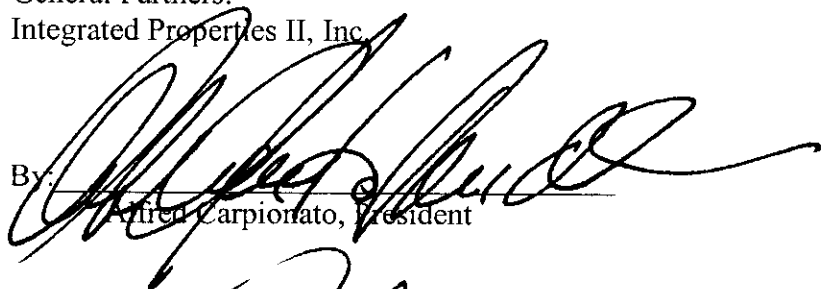
- E. No Partner may be voluntarily changed to a limited liability company.
- F. Notwithstanding any other provision of this Agreement, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents therefrom shall pass to any person who is not bound by the Regulatory Agreement in a manner satisfactory to the Secretary.
- G. Notwithstanding any other provision of this Agreement, in the event that any provision of this Agreement conflicts with the Loan Documents, the conflicting provisions of the Loan Documents shall control.
- H. The Partnership may not voluntarily be dissolved without the prior written approval of the Secretary.
- I. The Partners and any assignee of a Partner agree to be liable in their individual capacities for funds or property of the Project coming into their hands, which by the provisions of the Regulatory Agreement they are not entitled to retain and for their own acts and deeds, or the acts and deeds of others which they have authorized, in violation of the provisions of the Regulatory Agreement. The acts and deeds of affiliates as defined in the Regulatory Agreement which the person or entity has authorized in violation of the provisions of the Regulatory Agreement, and as otherwise provided by law.
- J. The Partnership has designated Alfred Carpionato, as Trustee of the "1992 Alfred Carpionato Trust Agreement CA" as its official representative for all matters concerning the Project which require HUD consent or approval. The signature of this person will bind the Partnership in all such matters. The Partnership may from time to time appoint a new representative to perform this function, but within 3 business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the Project, the Partnership will promptly provide HUD with the name of that person and the nature of that person's management authority.

2. Section 4 of the Amended and Restated Agreement and Certificate of Limited Partnership is amended to extend the term of the Partnership to December 31, 2061.

3. All of the provisions of the Agreement of Limited Partnership, as amended, are hereby ratified and confirmed.

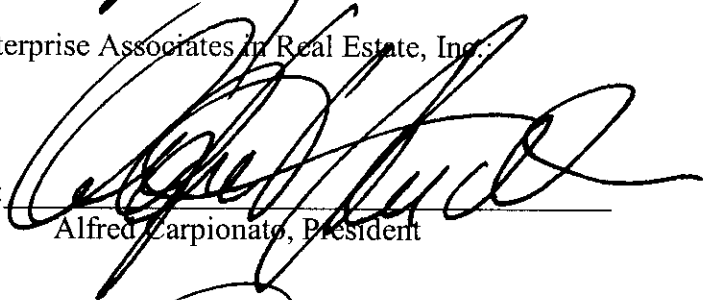
IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the date first above written.

General Partners:
Integrated Properties II, Inc.

By: 

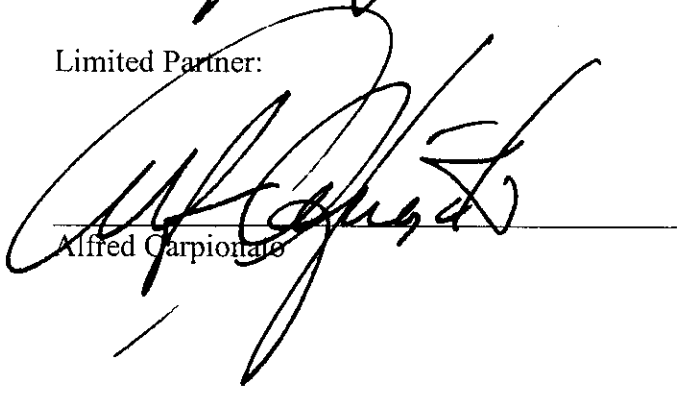
Alfred Carpionato, President

Enterprise Associates in Real Estate, Inc.

By: 

Alfred Carpionato, President

Limited Partner:


Alfred Carpionato



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. RALPH MOLLIS

Secretary of State

