

FILED

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BY [Signature]
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~~RECEIVED~~
AMENDMENT TO CERTIFICATE
(LIMITED PARTNERSHIP)
LIMITED PARTNERSHIP AGREEMENT OF
PROJECT 236

THIS ~~RECEIVED~~ AMENDMENT TO CERTIFICATE (Limited Partnership) Limited Partnership Agreement entered into as of the 1st day of February, 1996 and between MARSHALL CONTRACTORS, INC., a Rhode Island Corporation, John L. Marshall, III and Joanne Marshall, General Partners ("Marshall"), and C/S HOUSING II LIMITED PARTNERSHIP, a Massachusetts limited partnership ("C/S II") as "Substitute General Partner" and the limited partners listed on Exhibit 1 attached hereto ("Limited Partners").

WITNESSETH:

WHEREAS various parties entered into a Certificate (Limited Partnership) Limited Partnership agreement dated as of June 30, 1970 and filed with the Secretary of State for the State of Rhode Island on July 6, 1970 as amended by an Amendment to Limited Partnership Agreement and Amendment to Certificate dated October 29, 1971 and a Certificate of Amendment to Certificate of Limited Partnership filed with the Secretary of State on December 30, 1987 (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement to withdraw Marshall as General Partner and to admit C/S II as General Partner; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendment.

Marshall hereby withdraws as General Partner and C/S II is hereby admitted as General Partner, and Exhibit 1 to the Agreement is hereby amended to read as set forth in Exhibit 1 attached hereto and hereby incorporated herein by reference. The parties agree that C/S II shall be deemed the managing general partner with sole authority, among other things, to enter into the Management Agreement and other agreements with the Management Agent and others as may be required to operate the Project.

2. Acceptance.

C/S II accepts the liabilities and responsibilities and agrees to be bound by the provisions of the Agreement. C/S II agrees to be bound by the note, mortgage, and HUD Regulatory Agreement and other documents required in connection with the HUD Loan to the same extent and on the same terms as Marshall. Upon any dissolution, no title or right to possession and control of the project, and no right to collect rents therefrom shall pass to any person who is not

bound by the HUD Regulatory Agreement in a manner satisfactory to the Secretary of Housing and Urban Development.

3. Ratification.

As amended by this Amendment, the Agreement is hereby ratified and confirmed.

4. Signature in Counterparts.

This Amendment may be executed in several counterparts, each of which shall be treated as originals for all purposes, and all so executed shall constitute one agreement, binding on all of the parties hereto, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. Any such counterpart shall be admissible into evidence as an original hereof against the party who executed it.

5. Section Headings.

All section headings in this Amendment are for convenience of reference only and are not intended to qualify the meaning of any section.

6. Applicable Law.

This Amendment, and the application or interpretation thereof, shall be governed exclusively by the laws of the State of Rhode Island.

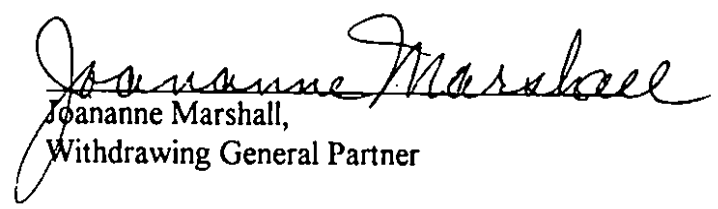
IN WITNESS WHEREOF, this Amendment has been executed as of the day of year first above written.

MARSHALL CONTRACTORS, INC.
as Attorney-in-Fact for the
Limited Partners and as
Withdrawing General Partner

By:


John L. Marshall, III

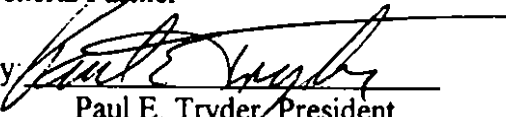
Withdrawing General Partner


Joanne Marshall,

Withdrawing General Partner

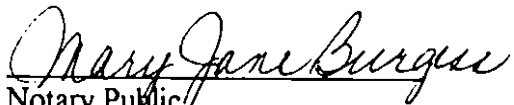
C/S HOUSING II
LIMITED PARTNERSHIP,
a Massachusetts limited partnership,
General Partner

C/S Housing Corporation
General Partner

By: 
Paul E. Tryder, President

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

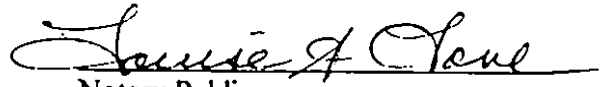
In East Providence, on the 26th day of February, 1996, before me personally appeared John S. Marshall III, _____ of Marshall Contractors, Inc. to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.


Notary Public

My Commission Expires: 7/18/97

~~STATE OF RHODE ISLAND~~
~~COUNTRY OF PROVIDENCE~~ MASSACHUSETTS
NORFOLK
Norwood, MA

In ~~East Providence~~, on the 27 day of February, 1996, before me personally appeared Paul E. Tryder 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: 12/13/96

STATE OF RHODE ISLAND
COUNTRY OF PROVIDENCE

In East Providence, on the 26th day of February, 1996, before me personally appeared John L. Marshall, III 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.

Mary Jane Burgess
Notary Public

My Commission Expires: 7/18/97

STATE OF RHODE ISLAND
COUNTRY OF PROVIDENCE

In East Providence, on the 26th day of February, 1996, before me personally appeared Joanne Marshall, 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 her free act and deed.

Mary Jane Burgess
Notary Public

My Commission Expires: 7/18/97

EXHIBIT I

SCHEDULE OF PARTNERS

GENERAL PARTNERS

PARTNERSHIP INTEREST

C/S Housing II
Limited Partnership
725 Canton Street
Norwood, MA 02062

65%

Limited Partners

John L. Marshall, III
760 Elmgrove Avenue
Providence , RI 02906

35%