

7. If there has been a dissociation of a person as a general partner, so state:

NAME	ADDRESS

8. The following person has been appointed to wind up the partnership's activities and affairs in accordance with RIGL 7-13.1-802(c) or (d):

NAME	ADDRESS

9. As required by RIGL 7-13.1, the partnership has paid all fees and taxes.

10. Date when this Certificate of Amendment will be effective: **CHECK ONE BOX ONLY**

Date received (Upon filing)

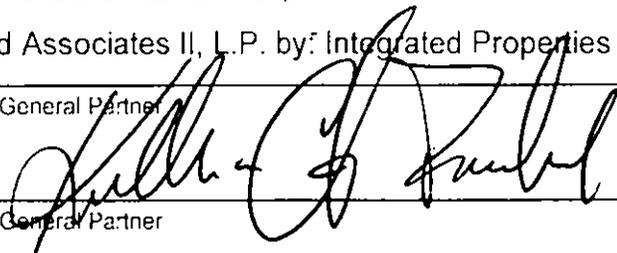
Later effective date (Date must be no more than 90 days from the date of filing) _____

11. 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.

Type or Print Name of Limited Partnership

Riverbend Associates II, L.P. by: Integrated Properties II, Inc., General Partner by: Kelly M. Coates, President

Signature of General Partner 	Date 8/11/23
Signature of General Partner	Date

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

EXHIBIT "A"

**THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
RIVERBEND ASSOCIATES II, L.P.**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF RIVERBEND ASSOCIATES II, L.P., is made and entered into as of the First day of August, 2023, by and among Integrated Properties II, Inc., a Rhode Island corporation, Crown Holdings II LLC, a Rhode Island limited liability company, and Enterprise Associates in Real Estate, Inc., a Rhode Island corporation (collectively the "*Partners*").

WITNESSETH:

WHEREAS, Riverbend Associates II, L.P. (the "*Partnership*"), was formed as a Rhode Island limited partnership by filing its Certificate of limited partnership with the Secretary of the State of Rhode Island on November 13, 1970, which Certificate was amended numerous times and amended and restated by filing its Amended and Restated Agreement and Certificate of Limited Partnership, dated March 6, 2003, and filed with the Secretary of State of Rhode Island (the "Secretary") on March 6, 2003, and which amended and restated agreement and certificate was amended by First Amendment to Amended and Restated Agreement and Certificate of Limited Partnership, dated January 20, 2011, and filed with the Secretary on January 20, 2011, and further amended by Second Amendment to Amended and Restated Agreement and Certificate of Limited Partnership, dated 12/31, 2022, and filed with the Secretary on 9/5, 2023 (collectively, the "*Partnership Agreement*"), and

WHEREAS, the Partnership Agreement remains in full force and effect; and

WHEREAS, the Partners desire to amend the Partnership Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Partners do hereby agree as follows:

A. The Partnership Agreement is hereby amended by deleting, in its entirety, Section 32 and replacing it with the following new Section:

**SECTION 32
HUD REQUIREMENTS**

32.1 Notwithstanding any clause or provision in the Amended and Restated Agreement and Certificate of Limited Partnership of the Partnership, as amended, to the contrary and so long as the United States Department of Housing and Urban Development ("*HUD*") or its successors or assigns, insures or holds any loan to the Partnership (the "*HUD Insured Loan*"), including the loan secured by a mortgage lien on Riverbend Apartments, FHA number 016-11090, located in the City of Cranston, County of Providence and State of Rhode Island (the "*Project*"), the following provisions of this Section 32 shall prevail.

32.2 **DEFINITIONS.** The following terms, as used herein, shall have the

following definitions:

- (a) “**Borrower**” shall mean the Partnership, i.e. Riverbend Associates II, L.P.
- (b) “**Lender**” shall mean Walker & Dunlop, LLC, a Delaware limited liability company.
- (c) “**HUD Regulatory Agreement**” shall mean the Regulatory Agreement by and between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.
- (d) “**Security Instrument**” shall mean the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended, or modified.
- (e) “**HUD-insured Note**” shall mean the Note executed by Borrower, and described in the Security Instrument, including all schedules riders, allonges and agenda, as such Note may be amended from time to time.

32.3 CONFLICTS WITH THE HUD LOAN DOCUMENTS. If any of the provisions of Borrower’s organizational documents, as amended, conflict with the terms of the HUD Insured Note, Security Instrument, or HUD Regulatory Agreement (“**HUD Loan Documents**”), the provisions of the HUD Loan Documents shall control.

32.4 RESTRICTIONS ON AMENDMENTS.

(a) No provision required by HUD to be inserted into the organizational documents may be amended without HUD’s prior written approval. Additionally, if there is a conflict between any HUD-required provisions inserted into this Agreement and any other provision of this Agreement, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in the [insert appropriate document, i.e., Articles of Organization] and any HUD-required provisions of this Agreement, the HUD-required provisions will govern.

(b) Unless otherwise approved in writing by HUD, Borrower’s business and purpose shall consist solely of the acquisition, ownership, operation and maintenance of the Project and activities incidental thereto. Borrower shall not engage in any other business or activity. The Project shall be the sole asset of the Borrower entity, which shall not own any other real estate other than the aforesaid Project.

(c) None of the following will have any force or effect without the prior written consent of HUD:

- i. Any amendment that modifies the term of the Borrower’s existence;
- ii. Any amendment that triggers the application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 C.F.R. § 200.210, et seq.);
- iii. Any amendment that in any way affects the HUD Loan Documents;

- iv. Except as permitted under section 32.9 below, any amendment that would authorize any member, manager, partner, owner, officer, or director, other than one previously approved by HUD, to bind the Borrower entity for any matters concerning the Project which require HUD's consent or approval.
- v. Any change that is subject to the HUD Transfer of Physical Assets requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1;
- vi. Any change in any guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement); and
- vii. Any grant of a security interest in any of Borrower's assets or mortgaged property.

32.5 HUD LOAN AUTHORIZATION. Borrower is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the HUD Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

32.6 INCOMING MEMBERS, PARTNERS, AND OWNERS. Any incoming member, partner and/or owner of Borrower must, as a condition of receiving an interest in the Borrower entity, agree, in writing, to be subject to the HUD Loan Documents and all other documents required in connection with the HUD-insured loan, to the same extent and on the same terms as the other members/partners/owners.

32.7 DISSOLUTION AND CONVERSION. Upon any dissolution of the Borrower, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person or entity that is not bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.

32.8 LIABILITY OF KEY PRINCIPALS. The key principals of Borrower identified in the Regulatory Agreement are liable in their individual capacities to HUD as set forth in the Regulatory Agreement.

32.9 OFFICIAL REPRESENTATIVE. Borrower has designated Kelly M. Coates as its official representative for all matters concerning the Project that require the consent or approval of HUD. The signature of this representative shall bind the Borrower in all such matters. Borrower may, from time to time, appoint a new representative to perform this function, provided that the individual so appointed is 2530 Previous Participation Certified, and within three 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 with respect to management of the Project, Borrower will promptly provide HUD with the name of that person and the nature of that person's management authority.

32.10 INDEMNIFICATION. Any obligation of the Partnership to provide

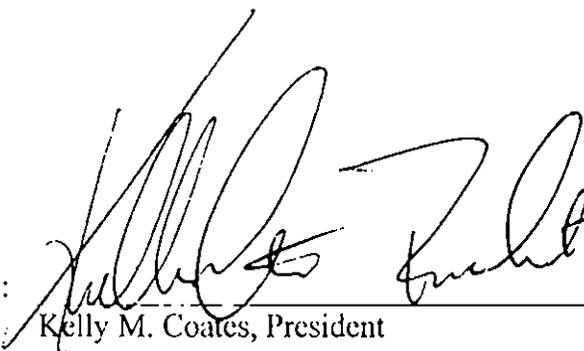
indemnification hereunder shall be limited to (i) amounts mandated by state law, if any, (ii) coverage afforded under any liability insurance carried by the Partnership, and (iii) available surplus cash of the Borrower as defined in the HUD Regulatory Agreement. Until funds from a permitted source for payment of indemnification costs are available for payment, the Partnership shall not (a) pay funds to any members, partners, officers and directors, or (b) pay the deductible on an indemnification policy for any members, partners, officers and directors.

Signatures on following pages.

In witness whereof, the parties hereto have set their hands as of the 1st day of AUGUST, 2023.

GENERAL PARTNERS:

Integrated Properties II, Inc.,
a Rhode Island corporation

By: 

Kelly M. Coates, President

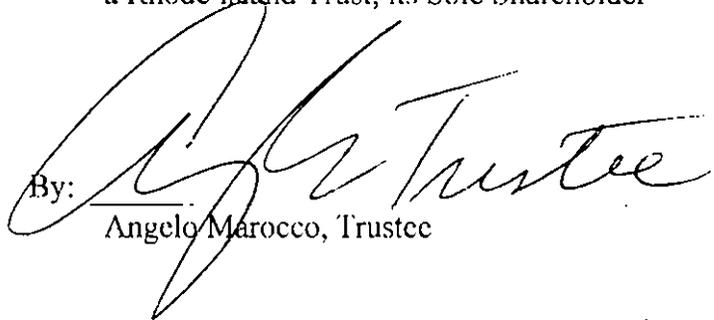
Signatures continued on following pages

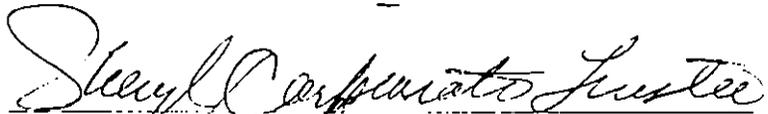
In witness whereof, the parties hereto have set their hands as of the 15th day of August, 2023.

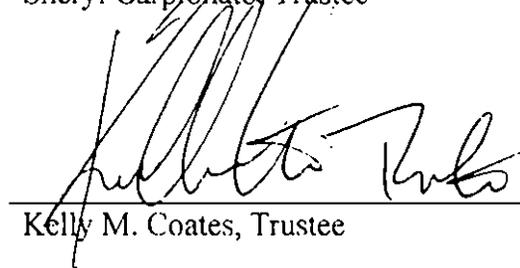
GENERAL PARTNERS:

Crown Holdings II L.L.C,
a Rhode Island limited liability company

By: 1992 Alfred Carpionato Trust Agreement-CA,
a Rhode Island Trust, its Sole Shareholder

By:  _____
Angelo Marocco, Trustee

By:  _____
Sheryl Carpionato, Trustee

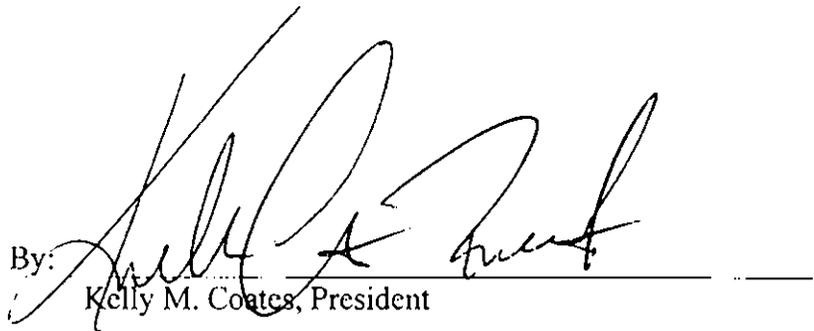
By:  _____
Kelly M. Coates, Trustee

Signatures continued on following pages.

In witness whereof, the parties hereto have set their hands as of the 15th day of August, 2023.

GENERAL PARTNERS:

Enterprise Associates in Real Estate, Inc.,
a Rhode Island corporation

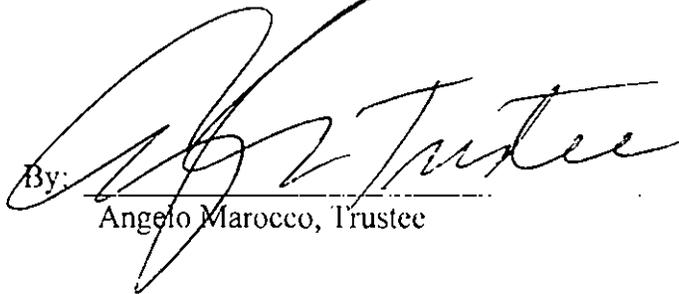
By: 
Kelly M. Coates, President

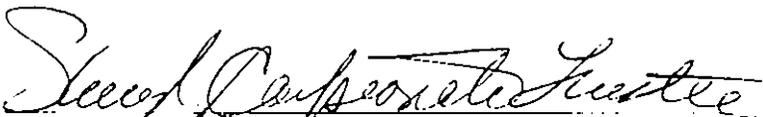
Signatures continued on following page.

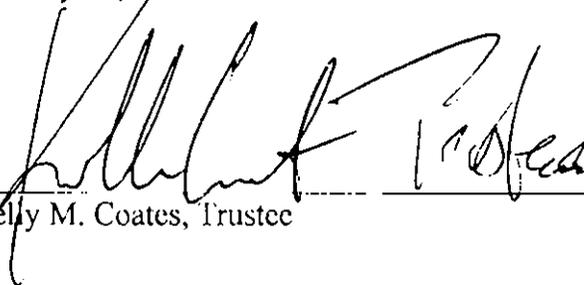
In witness whereof, the parties hereto have set their hands as of the 1st day of August, 2023.

LIMITED PARTNER:

1992 Alfred Carpionato Trust Agreement-CA,
a Rhode Island Trust, its Sole Shareholder

By: 
Angelo Marocco, Trustee

By: 
Sheryl Carpionato, Trustee

By: 
Kelly M. Coates, Trustee