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**Certificate of Amendment**  
 DOMESTIC Limited Partnership

→ Filing Fee: \$50.00

The undersigned, desiring to amend the Certificate of Limited Partnership under and by virtue of the power conferred by RIGL 7-13-9, hereby executes the following Certificate of Amendment to the Certificate of Limited Partnership:

1. Entity ID Number:  50137	2. The name of the partnership is:  Project 236
3. If the entity's name is changing, state the new name:  <div style="text-align: right;">Check the box to indicate no change <input checked="" type="checkbox"/></div>	
4. The date of filing of the Certificate of Limited Partnership is:                      July 06, 1970	
5. If the specified office address is changing complete the following section:  <div style="text-align: right;">Check the box to indicate no change <input checked="" type="checkbox"/></div>	
6. If the mailing address is changing complete the following section:  <div style="text-align: right;">Check the box to indicate no change <input checked="" type="checkbox"/></div>	
7. If there is a change in the general partners complete the following section: *List ALL general partners as of this amendment	
NAME	ADDRESS
Check the box to indicate an attachment <input type="checkbox"/>	
Check the box to indicate no change <input checked="" type="checkbox"/>	

**MAIL TO:**  
 Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: www.sos.ri.gov

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 BY H ZIEZ

8. If adding or amending additional provisions, complete the following section:

See attached Exhibit A

Check the box to indicate an attachment

Check the box to indicate no change

9. As required by RIGL 7-13-69, the partnership has paid all fees and taxes.

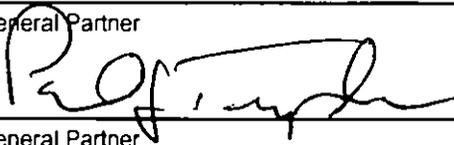
10. This Certificate of Amendment is signed by at least one general partner and, if applicable, by each other general partner designated herein as a new general partner.

*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

Project 236

Signature of General Partner



Date

3/22/24

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](mailto:corporations@sos.ri.gov).

NINTH AMENDMENT TO  
AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
PROJECT 236

THIS NINTH AMENDMENT is entered into as of April, \_\_\_, 2024, by and among C/S Housing Corporation, a Massachusetts corporation, as General Partner, The Tryder Limited Partnership, a Massachusetts limited partnership, as Limited Partner, The Evans Family Limited Partnership, a Massachusetts limited partnership, and John L. Marshall, III Trust, as Limited Partner, and Paul E. Tryder, as Limited Partner.

RECITALS

WHEREAS, a Certificate of Limited Partnership was filed with the Rhode Island Secretary of State's office (the "Secretary") on July 6, 1970 said Certificate creating a Rhode Island limited partnership known as Project 236 (the "Certificate and Agreement"); and

WHEREAS, the Certificate and Agreement of Project 236 (the "Partnership") has been amended several times to allow the admission and/or withdrawal of various partners, all as reflected in the amendment on file with the Secretary; and

WHEREAS, the Partnership has elected to refinance the multifamily development located in the City of Pawtucket in the State of Rhode Island, known as Slater House (the "Project") with a mortgage loan from NewPoint Real Estate Capital LLC in the maximum principal amount of Nine Million Eight Hundred Forty Seven Thousand Dollars and 00/100 (\$9,847,000.00). (the "HUD Loan") to be insured by the Secretary of Housing and Urban Development ("HUD") under section 207 pursuant to Section 223(f) of the National Housing Act as amended. The HUD Project Number is 016-11093.

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 agree, effective as of the date of this Amendment, as follows:

1. Paragraph 31 of the Partnership Agreement "HUD Provisions" is deleted and the following language shall be inserted as the new Paragraph 31 "Applicability of HUD Provisions" of the Partnership Agreement:

Applicability of HUD Provisions

Notwithstanding any clause or provision in the Certificate of Limited Partnership and the Limited Partnership Agreement of Project 236 to the contrary, the provisions of this Paragraph 31 shall be applicable so long as the United States Department of Housing and Urban Development ("HUD"), or its successors and assigns, insures or holds any loan to Project 236 (the "HUD Insured Loan"), Security Agreement lien on Slater House FHS project # 016-11093 in Pawtucket, Providence County, RI (the "Project") including any grant or security interest in any of the Borrower's assets or mortgaged property.

1. If any of the provisions of the organizational documents 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.
2. 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 the Limited Partnership Agreement and any other provision of the Limited Partnership Agreement, the terms of the HUD-required provisions will govern; and if there is a conflict between any of the provisions in the **Certificate of Limited Partnership** and any HUD-required provisions of this Amendment, the HUD-required provisions will govern.
3. Unless otherwise approved in writing by HUD, the Borrower entity’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.
4. None of the following will have any force or effect without the prior written consent of HUD:
  - a. Any amendment that modifies the term of Borrower’s existence;
  - b. Any amendment that triggers application of the HUD previous participation certification requirements (as set forth in Form HUD-2530, Previous Participation Certification, or 24 CFR § 200.210, et seq.);
  - c. Any amendment that in any way affects the HUD Loan Documents;
  - d. Any amendment that would authorize any member, partner, owner, officer or director, other than the one previously authorized by HUD, to bind the Borrower entity for all matters concerning the Project which require HUD’s consent or approval;
  - e. A change that is subject to the HUD TPA requirements contained in Chapter 13 of HUD Handbook 4350.1 REV-1; or
  - f. Any change in a guarantor of any obligation to HUD (including those obligations arising from violations of the Regulatory Agreement);
  - g. Any grant of a security interest in any of Borrower’s assets or mortgaged property.
5. The Borrower entity is authorized to execute a Note and Security Instrument in order to secure a loan to be insured by HUD and to execute the Regulatory Agreement and other documents required by the Secretary in connection with the HUD-insured loan.

6. Any incoming member/partner/owner of Borrower must, as a condition of receiving an interest in the Borrower entity, agree to be bound by 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.
7. Upon any dissolution, 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 Regulatory Agreement in a manner satisfactory to HUD.
8. The key principals of the Borrower identified in the Regulatory Agreement are liable in their individual capacities to HUD to the extent set forth in the Regulatory Agreement.
9. The approved Borrower entity shall not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.
10. The Borrower entity has designated **Paul J. Tryder, President and Treasurer of C/S Housing Corporation**, as its official representative for all matters concerning the Project that require HUD consent or approval. The signature of this representative will bind the Borrower entity in all such matters. The Borrower entity may from time to time appoint a new representative, provided that the individual so appointed is 2530 Previous Participation Certified, to perform this function, but 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, the Borrower entity will promptly provide HUD with the name of that person and the nature of that person's management authority.
11. Any obligation of the Limited Partnership to provide indemnification under the **Limited Partnership Agreement** 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 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.

In all other respects, the Certificate and Agreement remains unchanged and is hereby ratified and affirmed and shall remain in full force and effect.

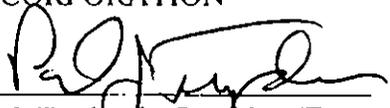
This Amendment may be executed in counterparts, which when taken together, shall constitute a fully executed Amendment.

*[Signature Page to Follow]*

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

**GENERAL PARTNER**

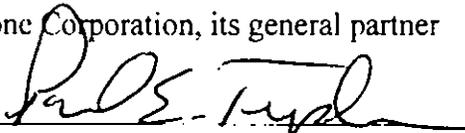
C/S HOUSING CORPORATION

By:   
Paul J. Tryder, its President/Treasurer

**LIMITED PARTNERS**

TRYDER LIMITED PARTNERSHIP

By: Ridge Stone Corporation, its general partner

By:   
Paul E. Tryder, its President

JOHN L. MARSHALL III TRUST

By: \_\_\_\_\_  
John L. Marshall III  
Donor/Trustee

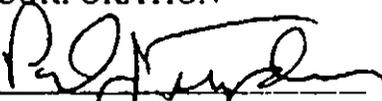
EVANS FAMILY LIMITED PARTNERSHIP

By: RWE Corp, its general partner

By: \_\_\_\_\_  
Robert L. Evans, its President

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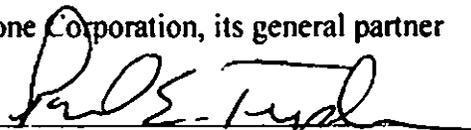
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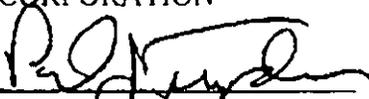
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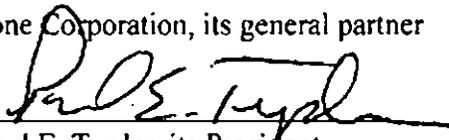
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Paul J. Tryder, its President/Treasurer

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