

REC'D RIDGESS
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Limited Partnership

The undersigned, desiring to amend the Certificate of Limited Partnership under and by virtue of the power conferred by RIGL 7-13, 1-201, hereby executes the following Certificate of Amendment to the Certificate of Limited Partnership:

1. Entity ID Number: 49276	2. The name of the partnership is: East Avenue Associates
3. If the entity's name is changing, state the new name: Check the box to indicate no change ☒	
4. The date of filing of the Certificate of Limited Partnership is: July 17, 1975	
5. If there is a change in the general partners complete the following section: <i>*List ALL general partners as of this amendment</i>	
NAME	ADDRESS
Check the box to indicate an attachment ☐ Check the box to indicate no change ☒	
6. If adding or amending additional provisions, complete the following section: Check the box to indicate an attachment ☒ Check the box to indicate no change ☐	

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BY J9207:AP

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**

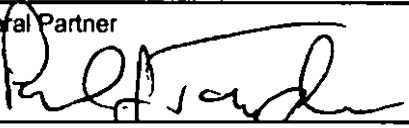
- ☒ Date received (Upon filing)
- ☐ Later effective date (Date must be no more than 90 days from the date of filing) _____

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

East Avenue Associates

Signature of General Partner 	Date 05/06/2024
Signature of General Partner	Date
Signature of General Partner	Date
Signature of General Partner	Date
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.

**EAST AVENUE ASSOCIATES LIMITED PARTNERSHIP
REPLACEMENT AMENDMENT TO CERTIFICATE AND AMENDED AND
RESTATED AGREEMENT OF LIMITED PARTNERSHIP**

This Amendment is made this 3rd day of May, 2024, to the Certificate and Agreement of Limited Partnership of East Avenue Associates, a Rhode Island limited partnership (the “Borrower” and/or “Partnership”), the owner of Towers East, located in Pawtucket, RI (the “Project”), is being executed by the undersigned for the purpose of amending the Certificate and Agreement of Limited Partnership dated June 26, 1975 as amended, collectively (the “Certificate and Agreement of Limited Partnership”).

Purpose: The purpose of this Amendment to the Certificate and Agreement of Limited Partnership is:

1. To further amend the existing Section 36 found in Exhibit A of the Amendment to Certificate of Limited Partnership and Agreement dated October 20, 2006 “HUD Provisions” with the “HUD Provisions” shown below:

Article 36
HUD Provisions

Notwithstanding any clause or provision in the Certificate and Agreement of Limited of East Avenue Associates to the contrary, the provisions of this Article 36 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 East Avenue Associates (the “HUD Insured Loan”), including the loan secured by a Multifamily Mortgage Assignment of Leases and Rents and Security Agreement lien on Towers East FHA project #016-11092 in Pawtucket, Providence County, RI (the “Project”) including any grant of security interest in any of 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 and Agreement 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-I; 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 Certificate and Agreement of **Limited Partnership** 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.

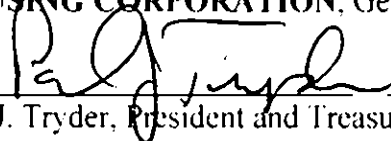
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IN WITNESS WHEREOF, this Amendment has been executed by the parties as of the day and year first above written.

EAST AVENUE ASSOCIATES

GENERAL PARTNER

C/S HOUSING CORPORATION, General Partner

By:  _____
Paul J. Tryder, President and Treasurer

LIMITED PARTNERS Consent

THE TRYDER LIMITED PARTNERSHIP, on behalf of the majority of the Limited Partners

By: **RIDGE/STONE CORPORATION**, its sole General Partner

By:  _____
Paul E. Tryder, its President



State of Rhode Island

Department of State | Office of the Secretary of State

Gregg M. Amore, *Secretary of State*

I, GREGG M. AMORE, Secretary of State of the State of Rhode Island,
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:

May 06, 2024 03:22 PM

A handwritten signature in black ink, reading 'Gregg M. Amore'.

Gregg M. Amore
Secretary of State

