

Filing Fee: \$50.00

ID Number: 718217



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Office of the Secretary of State
Corporations Division
100 North Main Street
Providence, Rhode Island 02903-1335

LIMITED PARTNERSHIP

**CERTIFICATE OF AMENDMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
(To Be Filed In Duplicate Original)**

RECEIVED
SECRETARY OF STATE
CORPORATIONS DIVISION
JAN 3 1 25 PM '03

JAN 03 2003
[Handwritten signature]

The undersigned, desiring to amend the Certificate of Limited Partnership under and by virtue of the power conferred by Section 7-13-9 of the General Laws, 1956, as amended, hereby execute the following Certificate of Amendment to the Certificate of Limited Partnership:

- The name of the limited partnership is:
Greene Street Associates II Limited Partnership
- The date of filing of the Certificate of Limited Partnership is February 13, 2002
- The Certificate of Limited Partnership (as previously amended on October 23, 2002)
(List dates of prior amendment(s), if applicable. If none, so state.)

is amended as follows:

[Insert amendment]

To incorporate the attached First Amendment to Agreement of Limited Partnership.

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: 1/3/03

Greene Street Associates II Limited Partnership

Print Name of Limited Partnership

By 

By Scott CAUBREAU SECRETARY
CATHEDRAL DEVELOPMENT GROUP, INC

By GENERAL PARTNER

By _____

By _____

JAN 3 1 25 PM '03

**FIRST AMENDMENT TO AGREEMENT
OF LIMITED PARTNERSHIP OF
GREENE STREET ASSOCIATES II LIMITED PARTNERSHIP**

Pursuant to the provisions of Rhode Island General Laws Section 7-13-26, as amended, the undersigned as, General and Limited partners, as the case may be, of Greene Street Associates II Limited Partnership, adopt the following:

FIRST: The name of the limited Partnership is Greene Street Associates II Limited Partnership.

SECOND: The date of the filing of the Certificate of Limited Partnership is February 13, 2002, and was amended on October 23, 2002.

THIRD: The general and limited partner of the partnership, on December 31, 2002, in the manner prescribed by RIGL Chapter 7-13, as amended, adopted the following amended and restated Certificate and Agreement of Limited Partnership:

1. **Name** The business of the partnership shall be conducted under the firm name of Greene Street Associates II Limited Partnership
2. **Term.** The Partnership shall commence on the date of the filing for record of the Certificate of Limited partnership in the office of the Secretary of State of the State of Rhode Island, and shall continue until December 31, 2050, unless is sooner dissolved by the happening of any one of the following events the sale or disposition of all or substantially all of the Partnership property, the termination of the existence or dissolution (voluntary or involuntary), bankruptcy or legal incapacity of a General partner, unless there is an election by the remaining General Partner, if any, to continue the business, the dissolution of the Partnership by operation of law;
3. **Purpose.** The purpose of the Partnership is to acquire certain real property and apartment building located at 4 Cathedral Square, Providence, Rhode Island, and to own and manage thereon an apartment house, the 93 units financed by a non-recourse mortgage under Section 221 (d)(4) of the National Housing Act, as amended and the applicable regulations thereunder and assigned to the Partnership as the result of a full "Transfer of Physical Assets" ("TPA") which application for which is to be submitted subsequent to the formation of the Partnership. The Partnership will obtain title to the Property from its current owners, Property Advisory Exchange Associates Limited Partnership and

JAN 03 2003
1869

Gaudreau Exchange Associates Limited Partnership both New Hampshire Limited Partnerships, who acquired title in 1992, and to operate and manage the same and to service, lease, mortgage and encumber the same and otherwise deal with the same as owner thereof and acquire additional real and personal property to the extent necessary and appropriate to carry out the foregoing purposes.

4. Principal Office. The mailing address of the partnership shall be 5 Cathedral Square, Providence, Rhode Island 02903. Other or additional places of business may be selected from time to time by the General Partners on notice to the Limited partner.

5. Percentage Interests and Capital Contribution of the General partners and Limited Partners.

5.1 The percentage interests of the partners shall be as follows:

<u>General Partner(s)</u>	<u>Percentage Interest</u>
Cathedral Development Group, Inc.	0.01 %

<u>Limited Partner(s)</u>	<u>Percentage Interest</u>
Robert R. Gaudreau, Jr.	99.99 %

5.2 The General Partner shall make the following contribution to the capital of the Partnership:

Cathedral Development Group, Inc.	\$ 100.00
-----------------------------------	-----------

5.3 The Limited Partner shall make the following contribution to the capital of the Partnership:

Robert R. Gaudreau, Jr.	\$ 100.00
-------------------------	-----------

6. Authority of the Partnership. The Partnership is authorized to engage in any activity, perform and carry out contracts of any kind, and do any and all things necessary and proper for the protection and benefit of the Partnership, including, without limiting the generality of the foregoing:

- a borrowing whatever amounts may be required for the acquisition, and additional development, and construction of the Project and to meet

the expenses of operating the Project, and securing the same by a mortgage insured under the Section 221 (d) (4) of the National Housing Act, as amended; and

- b. entering into an agreement with the secretary of the Department Of Housing and Urban Development (the "Regulatory Agreement") governing the operation and maintenance of the project;

6.2 The property of the partnership shall be held in the name of the Partnership.

7. Rights, Powers and Duties of General Partners

7.1 All documents of any nature required to be signed on behalf of the Partnership shall be signed by any one of the General Partners. Without limiting the generality of this authorization, the General Partner shall have full power to execute any document necessary or desirable to effect the purposes of the partnership as set forth in Paragraph 4, to execute deeds, mortgages, notes and leases, and to sell all or any part of the partnership property and in particular for purposes of executing a mortgage note, mortgage deed, regulatory agreement, building-loan agreement and any and all other documents required or deemed necessary for the purposes of this Partnership. The General Partner is hereby authorized and directed to execute any and all documents necessary or desirable to complete the contemplated transaction between the Partnership, Property Advisory Exchange Associates Limited Partnership and Gaudreau Exchange Associates Limited Partnership, the Secretary of the Department of Housing and Urban Development and any mortgagee and including a mortgage notes in an amount not to exceed mortgage deed on any real property owned by the partnership, a regulatory agreement, any loan agreement and any and all other documents in connection therewith deemed necessary or desirable in the sole opinion of the General Partner to complete the transaction contemplated above.

8. Accounting, Distribution and Allocation

8.1 The income, profits and other distributions of the partnership shall be received by the partners in accordance with their percentage interests as set forth in Section 5.1 hereof.

8.2 For accounting and Federal and State income tax purposes, all income, deductions, credits, gains and losses of the partnership shall be allocated to the partners in accord with their percentage interests as set forth in section 5.1 hereof.

9. Return of contributions The contribution of the Limited Partner shall be returned upon the dissolution of the Partnership or when capital contributions are no longer deemed by the General partners to be required for the conduct of the business of the Partnership.
10. Assignability of Limited Partnership Interest The interest of any Limited Partner shall not be assignable except with the consent of the General Partners.
11. Admission of Additional Limited Partners. The General Partner shall have the right to admit additional Limited Partners upon approval of the Limited Partner.
12. Withdrawal of General Partner New General Partners. No General Partner shall have the right to withdraw voluntarily from the Partnership or sell, assign, or encumber his partnership interest without the prior consent of the Limited Partner.
13. Dissolution or Bankruptcy of General Partner. In the event of the death, resignation, dissolution, (voluntary or involuntary), bankruptcy or legal incapacity of any General partner, the remaining General Partner shall elect to continue the business of the Partnership.
14. Amendment This Agreement may be modified or amended at any time upon the written consent of the Partners.
15. Required HUD Provisions. The Partnership is authorized to execute a note and mortgage in order to secure a loan to be insured by the Secretary of the United States Department of Housing and Urban Development ("HUD") and to execute the Regulatory Agreement (hereinafter mentioned) and other documents required by the Secretary in connection with such loan. Any incoming Partner must as a condition of receiving an interest in the Partnership agree to be bound by the FHA Note and any other documents required in connection with the HUD-insured loan to the same extent and on the same terms as the other General Partners. Upon 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.

16. As long as the Secretary of Housing an Urban Development, or his successors or assigns, is the insurer or holder of the mortgage on Cathedral Square II Apartments, FHA project number 016-35083, no amendment to Agreement of Limited partnership which results in any of the following shall be of force or effect without the prior written consent of HUD: (1) any amendment which modifies the duration of the partnership agreement; (2) any amendment which results in the requirement that HUD prior participation certification be obtained for any additional party; and (3) any amendment which in any way impacts or affects the HUD mortgage or Regulatory Agreement. And

In the event of a conflict with the Partnership Agreement, the terms of the Regulatory Agreement take precedence.


IN TESTIMONY WHEREOF, we have set our hands this 31 day of December, 2002.

General Partner
Cathedral Development Group, Inc.
By: Its President



Robert R. Gaudreau, Jr., President

Limited Partner




Robert R. Gaudreau, Jr.

STATE OF RHODE ISLAND
COUNTY OF Providence


In Providence on the 31 day of December, 2002 before me personally appeared Robert R. Gaudreau, Jr., President of Cathedral Development Group, Inc., to me known and known by me to be the person executing the foregoing

instrument, and he/she acknowledged said instrument, by him/her executed, to be his/her free act and deed in said capacity and the free act and deed of Cathedral Development Group, Inc..


Notary Public GINA M. ILLIANO
My Commission Expires: 8/15/05

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence on the 31st day of December, 2002 before me personally appeared Robert R. Gaudreau, Jr., to me known and known by me to be the person executing the foregoing instrument, and he/she acknowledged said instrument, by him/her executed, to be his/her free act and deed.


Notary Public GINA M. ILLIANO
My Commission Expires: 8/15/05