

Section 9.02. Designation of New General Partner.

Subject to the provisions of Section 4.01 and 4.02, the General Partners may at any time designate additional General Partners each with such Units as the General Partners may agree provided, however, in no event shall the interest of the Limited Partners or Unitholders who are not General Partners in the Partnership be diluted or diminished.

Section 9.03. Interest of Withdrawing General Partner.

(a) In the Event of Withdrawal of a General Partner which would cause a termination of the Partnership, then the Units such General Partner holds in its capacity as General Partner shall be transferred to the remaining General Partner(s), and, if there is no remaining General Partner to the successor General Partner designated pursuant to Section 9.01 hereof, such transfer to be made in consideration of the payment by such remaining or successor General Partner(s), to such withdrawing General Partner of the remaining or successor General Partner(s) pro rata share (based upon their Units held in their capacities as General Partners) of the fair market value of such transferred Units as determined by mutual agreement of such withdrawing General Partner and such remaining or successor General Partner(s) or, if they cannot agree, by appraisal as follows: the withdrawing General Partner, or its legal representative, shall designate an appraiser; the remaining or successor General Partner(s) shall designate an appraiser; and those two appraisers shall designate a third appraiser and such third appraiser shall perform the appraisal, which appraisal shall be binding on the parties.

(b) Notwithstanding the provisions of subsection 9.03(a), in addition to such remedies as may be available to any remaining Partners under the terms of the Act, in the Event of Withdrawal of a General Partner in violation of the provisions of Section 9.01 hereof, the Units held in its capacity as General Partner shall be forfeited and deemed to be automatically transferred to the remaining or successor General Partner(s) pro rata (based upon their Units held in their capacities as General Partners) without the payment of any consideration therefor.

Section 9.04. Withdrawal of Limited Partners.

A Unitholder who is not a General Partner may withdraw from the Partnership and demand a return of his or her Capital Account upon six month's notice to the Partnership, provided the General Partners consent to such withdrawal, which consent may be granted or withheld in their absolute discretion. Upon such withdrawal, such Unitholder shall receive the fair value of his or her Unit(s) as of the date of withdrawal based upon his or her right to share in distributions from the Partnership. Payment to the withdrawing Unitholder shall be made in the form of an unsecured promissory note, payable in five (5) annual installments, commencing on the first anniversary of the date of the notice of withdrawal, with interest at the so-called "prime rate" determined by Bank of America, Providence, Rhode Island, as of the date of notice. In the event of the death of a Unitholder, at the request of the estate or other successor in interest of the Unitholder, the General Partners may consent, which consent may be granted or withheld in their

absolute discretion, to return such portion of the Capital Account of the deceased Unitholder as shall be necessary to pay estate taxes.

Section 9.05. Transferability of Units.

(a) A Unitholder who is not a General Partner shall have the right to assign and transfer all or a portion of his or her Units only if the following conditions are satisfied:

(i) The assignor shall, at the request of the General Partners, deliver to the General Partners an opinion of counsel, in form and substance satisfactory to counsel designated by the General Partners, that such assignment and any offerings made in connection therewith are in compliance with applicable federal and state securities laws;

(ii) The assignee, at the request of the General Partners, shall execute a statement that it is acquiring such Unit or part thereof for its own account for investment and not with a view to the distribution or resale thereof; and

(iii) The assignee shall obtain the unanimous consent of the General Partners, which consent shall not be unreasonably withheld.

If the foregoing conditions are not complied with, the Partnership need not recognize such assignment for any purpose whatsoever.

(b) No assignee of a Unit under Section 9.05(a) shall be a Substitute Limited Partner, unless the assignee obtains the prior written consent of the General Partners, the consent of which may be granted or withheld in their absolute discretion, and the assignee agrees to be bound by the Agreement.

(c) An assignee who is not admitted to the Partnership as a Substitute Limited Partner and who desires to make a further assignment of its Units shall be subject to all of the provisions of this Article IX to the same extent and in the same manner as any Limited Partner desiring to make an assignment of such Limited Partner's Units. An assignee who is not admitted to the Partnership as a Substitute Limited Partner shall succeed only to the economic rights of the assignor.

(d) An assignee who has become a Substitute Limited Partner shall have, to the extent assigned, the rights and powers, and shall be subject to the restrictions and liabilities, of a Limited Partner under the Agreement and the Act. An assignee who becomes a Substitute Limited Partner shall also be liable for the obligations of his assignor.

Section 9.06. Right of Refusal.

(a) Notwithstanding anything to the contrary in this Agreement, excepting the provisions of subparagraph (b) of this Section 9.06, no Limited Partner may transfer any Unit, whether voluntarily, involuntarily or by operation of a law or a judicial sale or otherwise, to any purchaser, donee or transferee, unless such Limited Partner or his or her personal representative shall have first made the offer to sell as hereinafter provided and such offer shall not have been accepted. The transferring Limited Partner shall first offer the Unit(s) which he or she desires to transfer in writing to the Partnership (hereafter the "offer"). The offer shall set forth the name and address of the prospective purchaser, donee or legatee, as the case may be; the number of Units desired to be transferred; and the terms of such transfer, including the price, or the valuation for federal gift or estate taxes of such Unit(s). Within 15 days after the receipt of such written offer, the General Partners (or their nominees) may in writing accept such offer, and if the General Partners so accept, they (or their nominee(s)) shall consummate the purchase and sale of such Unit(s), or cause the Partnership to consummate the purchase and sale of such Unit(s), at the price of said offer and on the terms hereinafter provided with the transferring Limited Partner at the principal office of the Partnership no later than 30 days thereafter. If the General Partners (or their nominee(s)) do not accept the offer to purchase within such 15-day period, then the Limited Partner may take the action described in his or her offer at any time within 30 days from the expiration of such 15-day period, provided, that if the Limited Partner shall fail to take such action within such 30-day period, his or her Unit(s) shall again become subject to the provisions of this paragraph.

(b) The provisions of subsection (a) of this section 9.06 to the contrary notwithstanding, a Limited Partner may transfer all or any portion of its Units to such Limited Partner's sibling, child, or more remote issue, without the consent of any of the remaining Limited Partners, or of the General Partners, and without granting the right of first refusal set forth in subsection (a) of the Section 9.06.

Section 9.07. Distributions and Allocations in Respect to Transferred Units.

If any Unit in the Partnership is sold, assigned or transferred during any accounting period in compliance with the provisions of this Article IX, Profits, Losses, each item thereof and all other items attributable to the transferred Unit(s) for such period shall be divided and allocated between the transferor and the transferee by taking into account their varying interests during the period in accordance with Code Section 706(d), using any conventions permitted by law and selected by the General Partners. All distributions on or before the date of such transfer shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Partnership shall recognize such transfer not later than the end of the calendar month during which it is given notice of such transfer, provided that if the Partnership does not receive a notice stating the date such Unit was transferred and such other information as the General Partners may reasonably require within 30 days after the end of the accounting period during which the transfer occurs, then all of such items shall be allocated, and all distributions shall be made, to the Person who, according to the books and records of the Partnership, on the last day of the accounting period during which the transfer occurs, was the owner of the Unit(s). Neither the Partnership nor the General Partners

shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 9.07 whether or not the General Partner or the Partnership has knowledge of any transfer of ownership of any Unit.

ARTICLE X

INVESTMENT REPRESENTATION AND POWER OF ATTORNEY

Section 10.01. Investment Representation.

Each of the Partners represents that it is acquiring its Unit(s) as a Partner for its own account as an investment and not with a view to the distribution or resale thereof.

Section 10.02. Power of Attorney.

Each Limited Partner hereby irrevocably constitutes and appoints each General Partner its true and lawful attorney coupled with an interest, and empowers and authorizes such attorney, in the name, place and stead of the Limited Partners, to make, execute, sign, acknowledge and file in such place or places as may be required by law a Certificate of Limited Partnership and any amendments thereto, and such other certificates or instruments as may be necessary to the conduct of the Partnership business.

ARTICLE XI

INSURANCE

Section 11.01. Minimum Insurance Requirements.

The Partnership shall carry and maintain in force such insurance, covering such risks and in such form as may be approved by the General Partners, the premium for which shall be a cost and expense in connection with the operation of the Partnership. All such insurance shall be effected under policies issued by insurers and be in forms and for amounts approved by the General Partners.

ARTICLE XII

DISSOLUTION AND WINDING UP

Section 12.01. Liquidating Events.

The Partnership shall dissolve and commence winding up and liquidating upon the first to occur of any of the following liquidating events:

- (a) December 31, 2038;
- (b) The sale of all or substantially all of the Partnership assets;
- (c) The election by the General Partners, with the written unanimous consent of the Limited Partners, to dissolve the Partnership;
- (d) The happening of any other event that makes it unlawful, impossible, or impractical to carry on the business of the Partnership; or
- (e) The failure to elect a new General Partner or General Partners in the event all of the General Partners cease to be General Partners pursuant to Article IX hereof.

Section 12.02. Winding Up.

Upon the occurrence of a liquidating event, the General Partners or court-appointed trustee if there be no General Partner shall take full account of the Partnership's liabilities and Partnership assets and the Partnership assets shall be liquidated as promptly as is consistent with obtaining the fair market value thereof, and the proceeds therefrom, to the extent sufficient therefor, shall be applied and distributed in the following order:

- (a) First, to the payment and discharge of all of the Partnership's debts and liabilities to creditors other than the General Partners;
- (b) Second, to the payment and discharge of all of the Partnership's debts and liabilities to the General Partners; and
- (c) The balance, if any, to the Partners and Unitholders in accordance with their Capital Accounts.

Section 12.03. Compliance With Timing Requirements.

In the event the Partnership is "liquidated" within the meaning of Section 1.704-1(b)(2)(ii)(g) of the Regulations, the assets of the Partnership shall be distributed (or, if required by Section 708(b)(1)(B) of the Code, deemed distributed in the event of a termination under Section 708(b)(1)(B) of the Code) to the Unitholders (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all fiscal years, including the year during which such liquidation occurs) in the same proportion which such Unitholders' positive Capital Account balance bears to the aggregate of all such positive Capital Account balances in compliance with Section 1.704-1(b)(2)(ii)(b)(2) of the Regulations. In the event the Partnership is so "liquidated" other than by a termination under Section 708(b)(1)(B) of the Code, (a) if the Capital Account of any Unitholder who is a General Partner has a deficit balance (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all fiscal years, including the year during which such liquidation occurs), such Unitholder shall contribute to the capital of the Partnership an amount equal to the lesser of (i) the amount necessary to restore such deficit balance to zero or (ii) the amount equal to 1.01 percent of the aggregate Capital Contributions of the Limited Partners less the aggregate Capital Contributions of the General Partners; and (b) if any Unitholder who is not a General Partner has a deficit balance in its Capital Account (after giving effect to all contributions, distributions and allocations for all fiscal years, including the year during which such liquidation occurs), such Unitholder shall have no obligation to make any contribution to the capital of the Partnership with respect to such deficit, and such deficit shall not be considered a debt owed to the Partnership or any other Person for any purpose whatsoever.

ARTICLE XIII

GENERAL

Section 13.01. Notices.

(a) All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to a Partner shall be deemed to have been given or served by depositing the same in the United States mail, addressed to such Partner, postpaid and registered at its address as set forth on Exhibit A or at such other address as such Partner may designate from time to time upon notice to the Partnership, with a copy to the respective counsel for each Partner.

(b) All notices, demands and requests shall be effective upon being deposited in the United States mail. However, the request period in which a response to any such notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent.

(c) By giving notice to the other parties, the parties hereto and their respective successors and assigns shall have the right from time to time and at any time during the term of this

Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States.

(d) No transferee of any Unit shall be entitled to receive a notice independent of the notice sent to the Partner making such transfer. A notice sent or made to a Partner shall be deemed to have been sent and made to all transferees, if any, of such Partner.

Section 13.02. Governing Laws.

This Agreement and the obligations of the Partners hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of Rhode Island.

Section 13.03. Entire Agreement; Amendments.

(a) This Agreement contains the entire agreement between the parties hereto relative to the formation of the Partnership.

(b) This Agreement may be amended by the General Partners, without the consent of any of the Limited Partners:

(i) To add to the representations, duties or obligations of the General Partners or surrender any right or power granted to the General Partners herein, for the benefit of the Limited Partners or the Unitholders who or which are not General Partners;

(ii) To cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provision with respect to matters or questions arising under this Agreement not inconsistent with the intent of this Agreement;

(iii) To change any provision of this Agreement required to be so changed by the staff of the Securities and Exchange Commission or other federal agency or by a state "Blue Sky" commissioner or similar official, which change is deemed by such commissioner, agency or official to be for the benefit or protection of the Limited Partners or Unitholders who or which are not General Partners, provided that no amendment shall be adopted pursuant to this Section 13.03(b) unless the adoption thereof is for the benefit of or not adverse the interests of the Limited Partners and the Unitholders who or which are not General Partners and does not violate Section 13.03(c).

(c) This Agreement shall not be amended without the written consent of each Person adversely affected if such amendment would modify the limited liability of a Limited Partner or any Unitholder who or which is not a General Partner, or alter the interest of a Partner in Profits, Losses, other items of income, gain, loss, deduction, or Code Section 705(a)(2)(B) Expenditures, or any Partnership distributions.

Section 13.04. Waiver.

No consent or waiver, express or implied, by any Partner to or of any breach or default by any other Partner in the performance by such other Partner of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Partner of the same or any other obligation of such Partner hereunder. Failure on the part of any Partner to complain of any act or failure to act of any other Partner or to declare any other Partner in default, irrespective of how long such failure continues, shall not constitute a waiver of such Partner of its rights hereunder.

Section 13.05. Severability.

If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 13.06. Terminology.

All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Agreement itself, and all references herein to Articles, Sections or subdivisions thereof shall refer to corresponding Articles, Sections or subdivisions thereof of this Agreement unless specific reference is made to such Articles, Sections or subdivisions of another document or instrument.

Section 13.07. Binding Agreement.

Subject to the restrictions on transfers and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

Section 13.08. Arbitration.

Except as otherwise specifically provided herein, any claim or dispute concerning or arising out of or relating to this Agreement or its performance which is not disposed of by agreement of the parties shall be submitted for arbitration, in Boston, Massachusetts, to the

American Arbitration Association pursuant to the Rules and of the American Arbitration Association. This decision of the arbitrator shall be final and conclusive on the parties.

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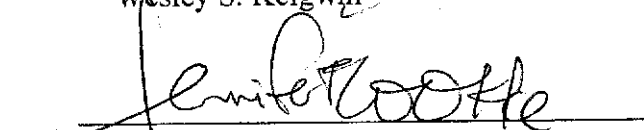
IN WITNESS WHEREOF, the parties hereof have executed this Amended and Restated Agreement and Certificate of Limited Partnership as of the date set forth above.

GENERAL PARTNER


Jennifer F. Cookke

LIMITED PARTNERS


Wesley S. Keigwin


Jennifer F. Cookke

**SIGNATURE PAGE TO AMENDED AND RESTATED AGREEMENT AND CERTIFICATE OF LIMITED PARTNERSHIP OF
SCOJEN LIMITED PARTNERSHIP**

EXHIBIT A

<u>General Partner</u>	<u>Percentage Interest</u>	<u>Number of Units</u>
Jennifer F. Cookke [] []	2%	2
<u>Limited Partners</u>		
Wesley S. Keigwin [] []	49%	49
Jennifer F. Cookke [] []	49%	49
Total:	100%	100