

Filing Fee: \$10.00

ID Number: 124428



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

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

**NON-PROFIT CORPORATION**

**ARTICLES OF AMENDMENT TO  
ARTICLES OF INCORPORATION  
(To Be Filed In Duplicate Original)**

Pursuant to the provisions of Section 7-6-40 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is SAINT PAUL'S DELIVERANCE COMMUNITY CHURCH

2. The following amendment to the Articles of Incorporation was adopted by the corporation:

[Insert Amendment]

~~This corporation is organized exclusively for charitable purposes within the the meaning of section 501 (c) (3) of the Internal Revenue Code."~~

~~Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under section 501 (c) (3) OF THE Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law or by a corporations to which are deductible under section 170 (c) (2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).~~

~~Upon winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets shall be distributed to a no-profit funds, foundation, or corporation which is organized and operated exclusively for charitable, educational, religious, and or scietific purposes and which has established its tax exempt status under section 501 (c) (3) of the Internal Revenue code.'~~

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FEB 28 2003  
Cm # 63  
By 313827

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SCOJEN LIMITED PARTNERSHIP  
SECOND AMENDMENT TO AGREEMENT AND  
CERTIFICATE OF LIMITED PARTNERSHIP

This Agreement is made as of the 1st day of January, 1992 by and among HENRY J. KEIGWIN of Warwick, Rhode Island and BEVERLY KEIGWIN of Warwick, Rhode Island (collectively the "General Partners" and individually a "General Partner") and WESLEY S. KEIGWIN of Warwick, Rhode Island and JENNIFER F. KEIGWIN of Warwick, Rhode Island (collectively the "Limited Partners" and individually a "Limited Partner").

WITNESSETH THAT:

WHEREAS, pursuant to an Agreement and Certificate of Limited Partnership dated as of June 16, 1987, as amended by First Amendment dated as of January 1, 1988 (the "Agreement"), the General Partners and the Limited Partners have formed SCOJEN LIMITED PARTNERSHIP, a Rhode Island limited partnership (the "Partnership"); and

WHEREAS, the General Partners and the Limited Partners wish to amend the Partnership Agreement in certain respects.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, the General Partners and the Limited Partners agree to amend the Partnership Agreement as follows:

1. Principal Office.

The principal place of business of the Partnership at which all of the records of the Partnership shall be maintained shall be c/o F.H. French Co., Inc., 6 Blackstone Valley Place, Lincoln, Rhode Island, but other or additional places of business may be selected from time to time by the General Partners on notice to the Limited Partners.

2. Distribution and Allocation of Profits, Losses, etc.

- a) Effective as of the date hereof, for accounting and federal and state income tax purposes, all income profits, distributions, deductions, credits, gains and losses of the Partnership, excepting those arising from the sale or disposition of all or any substantial portion of the assets of the Partnership, shall be allocated as follows:

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MAR 28 2003  
SECRETARY OF STATE  
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<u>GENERAL PARTNERS</u>	<u>PERCENTAGE INTEREST</u>
Henry J. Keigwin	49%
Beverly F. Keigwin	49%

LIMITED PARTNERS

Wesley S. Keigwin	1%
Jennifer F. Keigwin	1%

- b) Effective as of the date hereof, for accounting and federal and state income tax purposes, all income profits, distributions, deductions, credits, gains and losses of the Partnership arising from the sale or other disposition of all or any substantial portion of the assets of the Partnership shall be allocated as follows:

<u>GENERAL PARTNERS</u>	<u>PERCENTAGE INTEREST</u>
Henry J. Keigwin	1%
Beverly F. Keigwin	1%

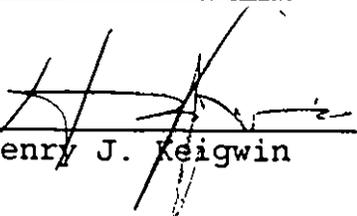
LIMITED PARTNERS

Wesley S. Keigwin	49%
Jennifer F. Keigwin	49%

3. Except as amended hereby, the Partnership Agreement remains in full force and effect and is hereby ratified and confirmed.

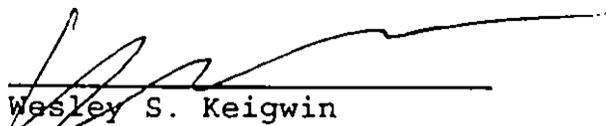
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

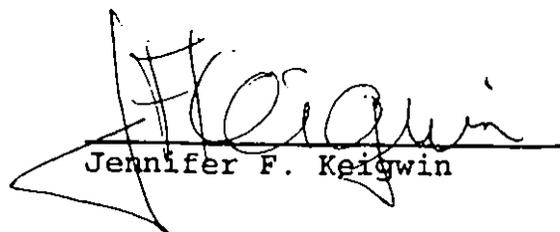
GENERAL PARTNERS

  
Henry J. Keigwin

  
Beverly F. Keigwin

LIMITED PARTNERS

  
Wesley S. Keigwin

  
Jennifer F. Keigwin