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**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
SECOND AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP
OF SPARROWS POINT I ASSOCIATES**

KNOW ALL PERSONS BY THESE PRESENTS that, pursuant to the provisions of Section 7-13-9 of the Rhode Island General Laws 1956 (1985 Reenactment), as amended, the undersigned, as the General Partners of Sparrows Point I Associates, a Rhode Island limited partnership (the "Partnership"), desire to further amend and restate the Certificate of Formation of a Limited Partnership that was filed on November 23, 1977 with the Secretary of State of the State of Rhode Island pursuant to Section 7-13-8 of the Rhode Island General Laws 1956 (1985 Reenactment) as amended, and as amended and restated on June 30, 1978, and as further amended on July 17, 1978.

The undersigned, as the General Partners of the Partnership, hereby amend and restate the Certificate of Formation of a Limited Partnership in its entirety to read as follows:

I. The name of the partnership is:

Sparrows Point I Associates

II. The address of the office required to be maintained in the State of Rhode Island is:

164 Airport Road
Warwick, Rhode Island 02889

III. The name and address of the agent for service of process required to be maintained by Section 7-13-4 is:

William R. Grimm, Esq.
Hinckley, Allen & Snyder
1500 Fleet Center
Providence, Rhode Island 02903

IV. The name and business address of each general partner is:

FILED

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1. The Estate of Harry J. Woloohojian

c/o Z. Elaine Woloohojian, Co-Executrix of the Estate of
Harry J. Woloohojian, acting in exercise of the
testator's rights pursuant to R.I. Gen. Laws §7-13-43
66 Mauran Avenue
Cranston, Rhode Island 02920

c/o Rhode Island Hospital Trust National Bank, Co-
Executor of the Estate of Harry J. Woloohojian, acting
in exercise of the testator's rights pursuant to R.I.
General Laws §7-13-43
One Hospital Trust Plaza
Providence, Rhode Island 02903

2. James H. Woloohojian
164 Airport Road
Warwick, Rhode Island 02889

3. Elizabeth Bogosian
164 Airport Road
Warwick, Rhode Island 02889

V. The mailing address for the limited partnership is:

164 Airport Road
Warwick, Rhode Island 02889

VI. The latest date upon which the limited partnership is to
dissolve is:

December 31, 2025

IN WITNESS WHEREOF, the General Partners have caused this
Second Amended and Restated Certificate of Limited Partnership to
be duly executed as of the ____ day of _____, 1993.

GENERAL PARTNERS:



Z. Elaine Woloohojian,
Co-Executrix of the Estate of
Harry J. Woloohojian, acting in
exercise of the testator's rights
pursuant to R.I. Gen. Laws §7-13-43

Rhode Island Hospital Trust National
Bank, Co-Executor of the Estate of
Harry J. Woloohojian, acting in
exercise of the testator's rights
pursuant to R.I. Gen. Laws §7-13-43

By: _____

James H. Woloohojian

Elizabeth Bogosian

IN WITNESS WHEREOF, the General Partners have caused this
Second Amended and Restated Certificate of Limited Partnership to
be duly executed as of the ____ day of _____, 1993.

GENERAL PARTNERS:

Z. Elaine Woloohojian,
Co-Executrix of the Estate of
Harry J. Woloohojian, acting in
exercise of the testator's rights
pursuant to R.I. Gen. Laws §7-13-43

Rhode Island Hospital Trust National
Bank, Co-Executor of the Estate of
Harry J. Woloohojian, acting in
exercise of the testator's rights
pursuant to R.I. Gen. Laws §7-13-43

By: _____

Joyce S. Coffey vice President

James H. Woloohojian

Elizabeth Bogosian

IN WITNESS WHEREOF, the General Partners have caused this
Second Amended and Restated Certificate of Limited Partnership to
be duly executed as of the ____ day of _____, 1993.

GENERAL PARTNERS:

Z. Elaine Woloohojian,
Co-Executrix of the Estate of
Harry J. Woloohojian, acting in
exercise of the testator's rights
pursuant to R.I. Gen. Laws §7-13-43

Rhode Island Hospital Trust National
Bank, Co-Executor of the Estate of
Harry J. Woloohojian, acting in
exercise of the testator's rights
pursuant to R.I. Gen. Laws §7-13-43

By: _____



James H. Woloohojian

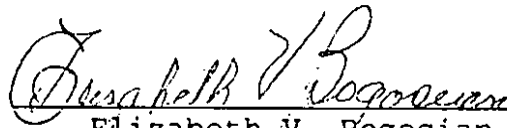
Elizabeth Bogosian

Consent of Elizabeth V. Bogosian
as a General Partner of Sparrows Point I Associates

As a General Partner of Sparrows Point I Associates (the "Partnership"), I hereby consent (i) to the assignment by the Estate of Harry H. Greenberg (the "Assignor") to the Tessie Shear (the "Assignee") of the limited partnership interest of the late Harry H. Greenberg, (ii) to the admission of the Assignee as a Substitute Limited Partner of the Partnership and (iii) to the amendment of both the Agreement and Certificate of Limited Partnership of the Partnership, each as heretofore amended, by deleting from each the name and address of the Assignor and/or the late Harry H. Greenberg as a limited partner and by adding to each the name and address of the Assignee as a Substitute Limited Partner.

This Consent is conditioned upon the execution by James H. Woloochojian, the only other General Partner of the Partnership, of his consent to the foregoing matters. The undersigned does not recognize the Estate of Harry J. Woloochojian as a General Partner of the Partnership and maintains that no consent as to any of the foregoing matters is required of said Estate.

Signed on this *9th* day of March, 1993.

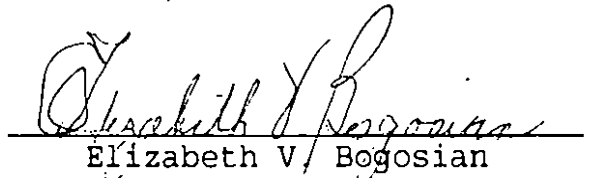

Elizabeth V. Bogosian

Consent of Elizabeth V. Bogosian
as a General Partner of Sparrows Point I Associates

As a General Partner of Sparrows Point I Associates (the "Partnership"), I hereby consent (i) to the assignment by Tessie Shear (the "Assignor") to Phyllis Oaks, c/o Queen Imports, 25 North King Street, Honolulu, Hawaii 96817 (the "Assignee") of the limited partnership interest of the said Tessie Shear, (ii) to the admission of the Assignee as a Substitute Limited Partner of the Partnership and (iii) to the amendment of both the Agreement and Certificate of Limited Partnership of the Partnership, each as heretofore amended, by deleting from each the name and address of the Assignor as a limited partner and by adding to each the name and address of the Assignee as a Substitute Limited Partner.

This Consent is conditioned upon the execution by James H. Woloohojian, the only other General Partner of the Partnership, of his consent to the foregoing matters. The undersigned does not recognize the Estate of Harry J. Woloohojian as a General Partner of the Partnership and maintains that no consent as to any of the foregoing matters is required of said Estate.

Signed on this 8th day of March, 1993.

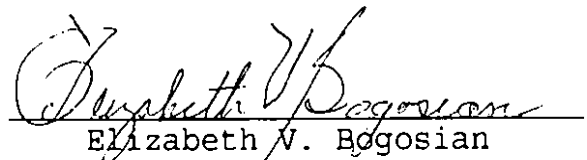

Elizabeth V. Bogosian

Consent of Elizabeth V. Bogosian
as a General Partner of Sparrows Point I Associates

As a General Partner of Sparrows Point I Associates (the "Partnership"), I hereby consent (i) to the assignment by the Estate of Robert S. Laurence (the "Assignor") to Gwendolyn C. Laurence (the "Assignee") of the limited partnership interest of the late Robert S. Laurence, (ii) to the admission of the Assignee as a Substitute Limited Partner of the Partnership and (iii) to the amendment of both the Agreement and Certificate of Limited Partnership of the Partnership, each as heretofore amended, by deleting from each the name and address of the Assignor and/or the late Robert S. Laurence as a limited partner and by adding to each the name and address of the Assignee as a Substitute Limited Partner.

This Consent is conditioned upon the execution by James H. Woloohojian, the only other General Partner of the Partnership, of his consent to the foregoing matters. The undersigned does not recognize the Estate of Harry J. Woloohojian as a General Partner of the Partnership and maintains that no consent as to any of the foregoing matters is required of said Estate.

Signed on this *8th* day of March, 1993.

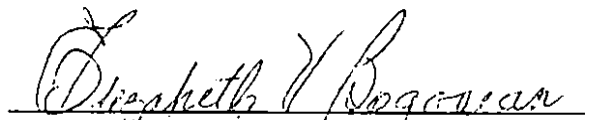

Elizabeth V. Bogosian

Consent of Elizabeth V. Bogosian
as a General Partner of Sparrows Point I Associates

As a General Partner of Sparrows Point I Associates (the "Partnership"), I hereby consent (i) to the assignment by James W. Nugent (the "Assignor") to James W. Nugent Revocable Trust u/d of 4/27/73, as amended and restated, James W. Nugent, Trustee (the "Assignee") of the limited partnership interest of the said James W. Nugent, (ii) to the admission of the Assignee as a Substitute Limited Partner of the Partnership and (iii) to the amendment of both the Agreement and Certificate of Limited Partnership of the Partnership, each as heretofore amended, by deleting from each the name and address of the Assignor as a limited partner and by adding to each the name and address of the Assignee as a Substitute Limited Partner.

This Consent is conditioned upon the execution by James H. Woloochojian, the only other General Partner of the Partnership, of his consent to the foregoing matters. The undersigned does not recognize the Estate of Harry J. Woloochojian as a General Partner of the Partnership and maintains that no consent as to any of the foregoing matters is required of said Estate.

Signed on this *9th* day of March, 1993.


Elizabeth V. Bogosian