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State of Rhode Island and Providence Plantations

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF**

Allendale Associates, Inc.

Pursuant to the provisions of Section 7-1.1-56 of the General Laws, 1956, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Allendale Associates, Inc.

SECOND: The shareholders of the corporation on _____, 19 _____, in the manner prescribed by Chapter 7-1.1 of the General Laws, 1956, as amended, adopted the following amendment(s) to the Articles of Incorporation:

[Insert Amendment(s)]

See Exhibit A

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THIRD: The number of shares of the corporation outstanding at the time of such adoption was 42,029; and the number of shares entitled to vote thereon was 42,029.

FOURTH: The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares</u>
None	

FIFTH: The number of shares voted for such amendment was 42,029; and the number of shares voted against such amendment was 0.

SIXTH: The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was: (if inapplicable, insert "none")

<u>Class</u>	<u>Number of Shares Voted</u>	
	<u>For</u>	<u>Against</u>
None		

SEVENTH: The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: (If no change, so state)

None

EIGHTH: The manner in which such amendment effects a change in the amount of stated capital, and the amount of stated capital as changed by such amendment, are as follows: (If no change, so state)

None

Dated May 18, 19 88

Allendale Associates, Inc.
By John J. Carey
Its President
and Kevin J. Moran
Its Secretary

STATE OF RHODE ISLAND

COUNTY OF PROVIDENCE

} Sc.

At Johnston, in said county on this 18th day of
May, 1988, personally appeared before me John J.
Carey, who, being by me first duly sworn, declared that he is the
President of Allendale Associates, Inc.

that he signed the foregoing document as President of the
corporation, and that the statements therein contained are true.

Marytae Cox Shapentier
Notary Public

My Commission Expires June 30, 1991

(NOTARIAL SEAL)

EXHIBIT A

NINTH: A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of the director's duty as a director, except for (i) liability for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) liability for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) liability imposed pursuant to the provisions of Section 7-1.1-43 of the Rhode Island Business Corporation Act, as amended (the "Act"), or (iv) liability for any transaction (other than transactions approved in accordance with Section 7-1.1-37.1 of the Act) from which the director derived an improper personal benefit. If the Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent so permitted. Any repeal or modification of this provision by the corporation shall not adversely affect any right or protection of a director of the corporation existing prior to such repeal or modification.

The board of directors of the corporation may include provisions in the corporation's by-laws for the purpose of indemnifying a director, officer, employee or other agent of the corporation (an "Indemnified Person") in the manner and to the extent permitted by Section 7-1.1-4.1 of the Act.

In addition to the authority conferred upon the board of directors of the corporation by the foregoing paragraph, the board of directors of the corporation may include provisions in its by-laws for the purpose of indemnifying each Indemnified Person in the manner and to the extent provided herein:

(i) The by-law provisions authorized hereby may provide that the corporation shall, subject to the provisions of this Article, pay, on behalf of an Indemnified Person any Loss or Expenses arising from any claim or claims which are made against the Indemnified Person (whether individually or jointly with other Indemnified Persons) by reason of any Covered Act of the Indemnified Person.

(ii) For the purposes of this Article, when used herein

(1) "Loss" means any amount which an Indemnified Person is legally obligated to pay for any claim for Covered Acts and shall include, without being limited to, damages, settlements, fines, penalties or, with respect to employee benefit plans, excise taxes;

(2) "Expenses" means any expenses incurred in connection with the defense against any claim for Covered Acts, including, without being limited to, legal, accounting or investigative fees and expenses, including the expense of bonds necessary to pursue an appeal of an adverse judgment; and

(3) "Covered Act" means any act or omission of an Indemnified Person in the Indemnified Person's official capacity with the corporation.

(iii) The by-law provisions authorized hereby may cover Loss or Expenses arising from any claims made against an Indemnified Person no longer serving in an official capacity, the estate, heirs or legal representative of a deceased Indemnified Person or the legal representative of an incompetent, insolvent or bankrupt Indemnified Person, where the Indemnified Person was an Indemnified Person at the time the Covered Act upon which such claims are based occurred.

(iv) The by-law provisions authorized hereby may provide for the advancement of Expenses to an Indemnified Person prior to the final disposition of any action, suit or proceeding, or any appeal therefrom, involving such Indemnified Person and based on the alleged commission by such Indemnified Person of a Covered Act, subject to an undertaking by or on behalf of such Indemnified Person to repay the same to the corporation if indemnification is not permitted under clause (v), below.

(v) The by-law provisions authorized hereby may not indemnify an Indemnified Person from and against any Loss, and the corporation shall not reimburse for any Expenses, in connection with any claim or claims made against an Indemnified Person for: (1) any breach of the Indemnified Person's duty of loyalty to the corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; (3) action contravening Section 7-1.1-43 of the Act; or (4) a transaction (other than a transaction approved in accordance with Section 7-1.1-37.1 of the Act) from which the

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person seeking indemnification derived an improper personal benefit.

(vi) The by-law provisions authorized hereby may contain such other terms and conditions as the board of directors, in its sole discretion, determines to be consistent with the provisions of this Article.

EXHIBIT B

Article XI

INDEMNIFICATION

1. Agreement of Corporation. In order to induce the directors and officers of the Corporation to serve as such, the Corporation adopts this Article and agrees to provide the directors and officers of the Corporation with the benefits contemplated hereby.

2. Persons Entitled to Benefits. This Article will apply, and the benefits hereof will be available, to each director and officer of the Corporation who serves the Corporation as such without the need for other proof that the director or officer has accepted the provisions of this Article.

3. Definitions. As used herein, the following terms will have the following respective meanings:

"Covered Act" means any act or omission by the Indemnified Person in the Indemnified Person's official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

"Excluded Claim" has the meaning set forth in Paragraph 6, hereof.

"Expenses" means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

"Indemnified Person" means any director or officer of the Corporation who serves the Corporation as a director or officer.

"Loss" means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

"Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

4. Indemnification. Subject to the exclusions hereinafter set forth, the Corporation will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

5. Advance Payment of Expenses. The Corporation will pay the Expense of the Indemnified Person at such time and from time to time as the Indemnified Person may request in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors' and officers' liability insurance (or equivalent insurance known by another term) maintained by the Corporation. The advance payment of Expenses will be subject to the Indemnified Person's agreement with the Corporation (evidenced by the Indemnified Person's acceptance of an advance payment or, if requested, a prior agreement in writing) to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was not entitled to indemnity by reason of the provisions of Paragraph 9.

6. Exclusions. The Corporation will not be liable to pay any Loss or Expenses (an "Excluded Claim"):

(a) With respect to a Proceeding in which a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Corporation (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person's duty of loyalty to the Corporation or its shareholders; (ii) acts or omissions not in good faith or which involve intentional

misconduct or knowing violation of law; (iii) liability imposed pursuant to the provisions of Section 7-1.1-43 of the Rhode Island Business Corporation Act; or (iv) any transaction (other than a transaction approved in accordance with Section 7-1.1-37.1 of the Rhode Island Business Corporation Act) from which the Indemnified Person derived an improper personal benefit; or

(b) If a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

7. Notice to Corporation; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Corporation under these By-Laws, notify the Corporation of the commencement thereof. Failure to promptly notify the Corporation will not adversely affect the Indemnified Person's right to indemnification hereunder unless and only to the extent that the Corporation is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Corporation has any directors' and officers' liability insurance in effect, the Corporation will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy of policies in favor of

the Indemnified Person. The Corporation will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

8. Indemnification Procedures. (a) Payments on account of the Corporation's indemnity against Loss will be made by the Treasurer of the Corporation except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the Corporation so determines that the Loss results from an Excluded Claim (although no such determination is required by the Corporation hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

(i) By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the Proceeding; or

(ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (a), then by a majority vote of a committee of the Board of Directors duly designated to act in the matter by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate) consisting solely of three or more directors not at the time parties to the Proceeding; or

(iii) By independent legal counsel designated: (A) by the Board of Directors in the manner described in clause (i) of this subparagraph (a), or by a committee of the Board of Directors established in the manner described in clause (ii) of this subparagraph (a), or (B) if the requisite quorum of the full Board cannot be obtained therefor and a committee cannot be so established, by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this subparagraph (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

(b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the Treasurer of the Corporation except if, in the specific case, a determination is made pursuant to Paragraph 8(a) above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim.

(c) The Corporation will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Corporation would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article. The Corporation will be

subrogated to the rights of such Indemnified Person to the extent that the Corporation has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

9. Settlement. The Corporation will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Corporation's prior written consent. The Corporation will not unreasonably withhold or delay its consent to any proposed settlement. If the Corporation so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrebuttably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the Corporation reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the Corporation, without prejudice to the Indemnified Person's rights to indemnification in the event the Corporation does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

10. Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested directors or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any

other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the Corporation as an Indemnified Person.

11. Enforcement. (a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Paragraph 8 hereof.

(b) In the event that any action is instituted by the Indemnified Person under these By-Laws, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such section was not made in good faith or was frivolous.

12. Severability. If any provision of this Article is determined by a court to require the Corporation to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Article shall be enforceable in accordance with its terms.

13. Successor and Assigns. The provisions of this Article will be (a) binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

14. Amendment. No amendment or termination of this Article will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

Allendale Associates, Inc.

Consent Vote of Sole Shareholder

The undersigned, being the sole shareholder of Allendale Associates, Inc. (the "Company"), does hereby consent to the following action being taken without a meeting and adopts the following resolutions:

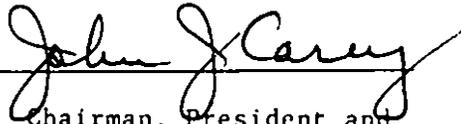
VOTED: That the proposed amendment to the Acts of Incorporation attached hereto as Exhibit A eliminating the directors' duty of care to the Company and authorizing indemnification of directors and officers is hereby approved.

VOTED: That Article XI of the By-laws of the Corporation be amended in its entirety to read as attached hereto as Exhibit B authorizing indemnification of directors and officers of the Corporation.

Executed and made effective as of this 18th day of May
1988.

Allendale Mutual Insurance
Company

By



Chairman, President and
Title Chief Executive Officer

Allendale Associates, Inc.

Allendale Park
P.O. Box 7500
Johnston, R. I. 02919

CERTIFICATION

WE, JOHN J. CAREY and DAVID L. JOHNSON, hereby certify that we are the duly elected and qualified President and Secretary of ALLENDALE ASSOCIATES, INC., a Rhode Island corporation, and that at a meeting of the Board of Directors of said Company duly held on January 13, 1988, at Johnston, Rhode Island, at which a quorum thereof was present and acting throughout, it was

VOTED: That as permitted by ARTICLE SEVENTH of the Articles of Incorporation of Allendale Associates, Inc. and Section 48(c) of the Rhode Island business corporation act, the Board of Directors adopt and approve the following amendments to the Articles of Incorporation of Allendale Associates, Inc. and directs that the same be submitted to the shareholder

and further

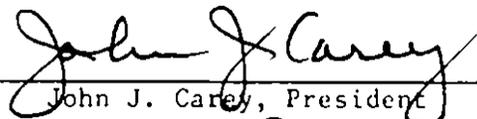
VOTED: That the Articles of Incorporation of the corporation be, and it hereby is, amended by adding thereto a new ARTICLE NINTH. in the form of Exhibit A attached to and made a part of these minutes.

and further

VOTED: That the Board of Directors recommend that the shareholder amend in its entirety ARTICLE XI of the Bylaws of Allendale Associates, Inc. so that the newly amended ARTICLE XI be in the form of Exhibit B attached to and made a part of these minutes.

WE FURTHER CERTIFY that the foregoing Votes have not been amended or rescinded and are now in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed the seal of said Allendale Associates, Inc. this _____ 18th _____ day of _____ May _____, 1988.



John J. Carey, President



David L. Johnson, Secretary

Date

(Company Seal)