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EXHIBIT "A" AMENDMENT

AMENDMENT TO AMENDED AND RESTATED AGREEMENT  
AND CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
LINCOLN HMO ASSOCIATES, L.P.

This Amendment to Amended and Restated Agreement and Certificate of Limited Partnership of Lincoln HMO Associates, L.P. (the "Partnership") dated as of October 28, 1988 is made and entered into by and among Romolo A. Marsella (the "General Partner") and those limited partners whose names appear on the Amended Schedule A attached hereto (the "Limited Partners").

B A C K G R O U N D

On December 31, 1985, an Agreement and Certificate of Limited Partnership of the Partnership was filed with the Secretary of State of the State of Rhode Island, whereby Romolo A. Marsella as General Partner and Beverly Mangione as Initial Limited Partner, formed a limited partnership pursuant to the Rhode Island Uniform Limited Partnership law (the "Partnership Agreement").

On February 11, 1986, an Amended and Restated Agreement and Certificate of Limited Partnership was filed with the Secretary of State of the State of Rhode Island whereby certain additional limited partners were admitted to the Partnership pursuant to Section 4.6 of the Partnership Agreement, the Partnership Agreement was amended to conform to the requirements of the Revised Uniform Limited Partnership Act, and the Partnership Agreement was amended, restated and ratified in its entirety (the "Amended and Restated Partnership Agreement").

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SECRETARY OF STATE

This Amendment to the Amended and Restated Partnership Agreement has been duly executed and is being filed in accordance with the Rhode Island Revised Uniform Limited Partnership Act, as amended or supplemented from time to time.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Article X, Section 10.1(g) of the Amended and Restated Partnership Agreement is hereby deleted and is replaced in its entirety with the following:

"(g)(i) A capital account (the "Capital Account") shall be maintained on the books of the Partnership for each Partner, which shall be (i) credited with his Capital Contributions and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any Partnership property distributed to such Partner; (ii) credited with his distributive share of Profits and any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits; (iii) charged with his distributive share of Losses and any non-deductible expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account under this Section 6.02; and (iv) charged with any distributions to him and with the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

In the case of property other than cash contributed to the Partnership or distributed to a Partner, each Partner's Capital Account will be credited with the fair market value of property contributed to the Partnership (net of liabilities assumed by the Partnership and liabilities to which such contributed property is subject) and shall be debited with the cash and the fair market value of property distributed to him (net of liabilities assumed by such Partner and liabilities to which such distributed property is subject). In the event the "Gross Asset Values", as herein-after defined, are adjusted pursuant to Section 10.1(g)(ii) hereof, the Capital Accounts of all Partners shall be adjusted simultaneously to reflect the aggregate net adjustment as if the Partnership recognized gain or loss equal

to the amount of such aggregate net adjustment.

Upon the sale, exchange or other transfer of an interest in the Partnership, or the assignment of such interest to a new Partner, the Capital Account of the transferor Partner shall carry over to the transferee Partner. A Partner's Capital Account may indicate a negative balance, but no Partner shall have any obligation to the Partnership arising solely from the existence of a negative balance in his or any other Partner's Capital Account.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such Regulation. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulation or any successor regulation, the General Partner may, without the consent of any of the Limited Partners, amend this Agreement to make such modification, provided that such amendment or modification is not likely to have material effect on the amounts distributable to any Partner pursuant to this Article X of this Agreement upon the dissolution of the Partnership. The General Partner shall adjust the amounts debited or credited to Capital Accounts with respect to (a) any property contributed to the Partnership or distributed to the Partners and (b) any liabilities that are secured by such contributed or distributed property or that are assumed by the Partnership or the Partners, in the event the General Partner shall determine such adjustments are necessary or appropriate pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv). The General Partner also shall amend this Agreement to make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulation Section 1.704-1(b)(2)(iv). Notwithstanding the foregoing, without the Consent of the Limited Partners, the General Partner may not amend this Agreement to provide for the modifications described above unless, in the reasonable judgment of the General Partner, such amendment: (i) is for the benefit of or not adverse to the interests of the Limited Partners; (ii) does not materially affect the distribution of Partnership revenues or the allocation of Profits and Losses among the Partners; and (iii) does not affect the limited liability of the Limited Partners or the status of the Partnership as a partnership for federal income tax purposes.

(ii) For the purposes of determining and maintaining the Partners' Capital Accounts, the "Gross Asset Value" of Partnership assets shall mean the initial fair market

value of such asset, as determined by the contributing Partner and the Partnership, and adjusted as follows: (a) the Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner with reference to Section 7701(g) of the Code, as of the following times: (1) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (2) the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership property other than money, unless all Partners receive simultaneous distribution of undivided interests in the distributed property in proportion to their interest in the Partnership; and (3) the termination of the Partnership for federal income tax purposes pursuant to Code Section 708(b)(1)(B); and (b) if the Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (a) of this Section 10.1(g)(ii), such Gross Asset Value shall thereafter be adjusted by the Book Depreciation, as hereinafter defined, taken into account with respect to such asset for purposes of computing Book Profits and Losses, as hereinafter defined, as set forth in Section 10.1(g)(iii).

(iii) For purposes of determining and maintaining the Partners' Capital Accounts and the computation of Book Profits and Losses only, the following adjustment shall be made to the calculation of Taxable Income and Tax Losses reflected in the Partners' Capital Accounts: (a) gain or loss resulting from any disposition of Partnership property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value; (b) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such Taxable Income or Tax Losses, there shall be taken into account Book Depreciation for such Fiscal Year or the period, computed as hereinafter set forth; (c) for this purpose, "Book Depreciation" means, for each Fiscal Year or other period, an amount equal to the depreciation, amortization, or other cost recovery deduction allowable with respect to an asset for such year or other period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such year or other period, Book Depreciation shall be an amount which bears the same ratio to such beginning Gross Asset Value as a federal income tax depreciation, amortization, or other cost recovery deductions for such year or other period bears to such beginning adjusted tax basis; and (d) allocations of Book Profits and Losses among the Partners shall be made in

accordance with the provisions of Section 10.1(a)-(f) hereof respecting allocations among Partners. For the purposes of this Section, "Book Profits and Losses" means the Taxable Income or Tax Losses of the Partnership, as adjusted for the purposes of maintaining the Partners' Capital Accounts as provided in this Section. For the purposes of this Section, "Taxable Income" and "Tax Losses" means the Partnership's taxable income or tax losses, respectively, for each fiscal year (or part thereof) as determined for federal income tax purposes, and includes, where the context requires, all items of income, gain, loss, deduction and credit which enter into the computation thereof.

Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account of a Partner for purposes of this Agreement, the Capital Account of the Partner shall be determined after giving effect to the allocation for the Partnership's current year of Profits and Losses and all distributions for such year that decrease such Partner's Capital Account.

Prior to the distribution of any property to a Partner (whether in connection with a liquidation or otherwise), the Capital Accounts of the Partners will first be adjusted to reflect the manner in which the unrealized income, gain, loss, and deduction inherent in such property (that has not been previously reflected in the Capital Accounts) would be allocated among the Partners if there were a taxable disposition of such property for the fair market value of such property (taking into account Section 7701(g) of the Internal Revenue Code) on the date of distribution.

(iv) No Partner shall be liable for the return of the capital contributions, or any portion thereof, of any Partner; it being expressly understood that such return shall be made solely from the assets of the Partnership.

(v) A Partner shall not be entitled to withdraw any part of his Capital Account or to receive any distribution from the Partnership, except as specifically provided in this Agreement. Upon the sale, exchange, or other transfer of a Partnership interest, or the assignment of such interest to a Substitute Limited Partner, the Capital Account of the transferor Partner attributable to that interest shall carry over to the transferee Partner."

2. Section 10.3(a) of the Amended and Restated Partnership Agreement is hereby amended so that the reference in line 7 of that paragraph to "Section 10.2(c), Third to through Seven" shall

now read "Section 10.2(c), Third, Fourth, Sixth, and Seventh."

3. The reference to the "Internal Revenue Code of 1954" in the definition of "Code" in Article I of the Amended and Restated Partnership Agreement is hereby amended to read the "Internal Revenue Code of 1986", and all references throughout the Amended and Restated Partnership Agreement to the "Code", the "Internal Revenue Code" or other variation thereof shall be deemed to refer to the Internal Revenue Code of 1986, as amended.

4. In all other respects, the Amended and Restated Partnership Agreement is hereby ratified, confirmed and approved in its entirety.

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Agreement as of October 28, 1988.

GENERAL PARTNER



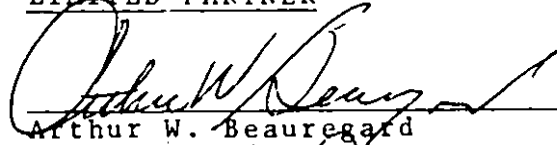
Romolo A. Marsella

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In *Providence* in said County and State, on the *26th* day of *October*, 1988, before me personally appeared Romolo A. Marsella, to me know and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

*Kim M. Johnson*  
Notary Public  
My Commission Expires *1991*


LIMITED PARTNER

  
Arthur W. Beauregard

  
Ursula M. Beauregard

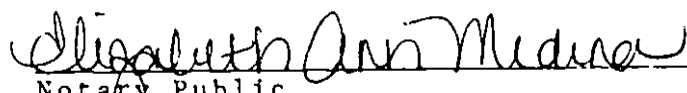
STATE OF RHODE ISLAND  
COUNTY OF BRISTOL

In Bristol in said County and State, on the 27th day of October, 1988, before me personally appeared Arthur W. Beauregard, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

  
Notary Public  
My Commission expires 6-30-91

STATE OF RHODE ISLAND  
COUNTY OF BRISTOL

In Bristol in said County and State, on the 27th day of October, 1988, before me personally appeared Ursula M. Beauregard, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, and she acknowledged said instrument, by her executed, to be her free act and deed.

  
Notary Public  
My Commission expires 6-30-91

LIMITED PARTNER

Robert McMillan Doyle  
Robert McMillan Doyle

STATE OF RHODE ISLAND  
COUNTY OF *Providence*

In *October* in said County and State, on the *28<sup>th</sup>* day of *October*, 1988, before me personally appeared Robert McMillan Doyle, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him executed, to be his free act and deed.

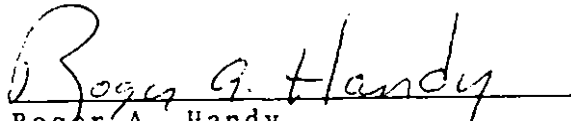
Kimberly Beth Flagg  
Notary Public

My Commission Expires

KIMBERLY BETH FLAGG, Notary Public  
State of Rhode Island and Providence Plantations  
My Commission Expires June 30, 1991

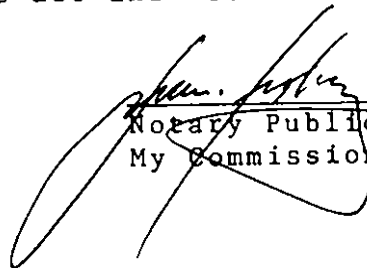


LIMITED PARTNER

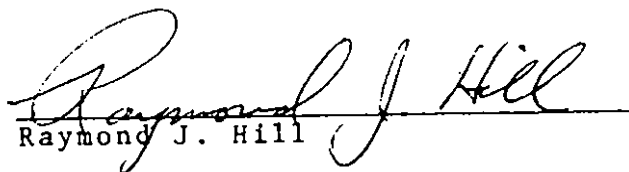
  
Roger A. Handy

STATE OF RHODE ISLAND  
COUNTY OF *KENT*

In *Wrenwick* in said County and State, on the *27<sup>th</sup>* day of *OCTOBER*, 1988, before me personally appeared Roger A. Handy to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

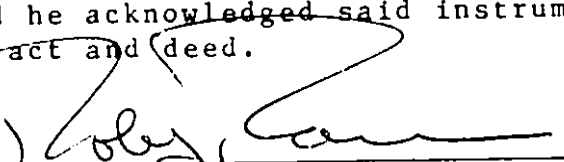
  
Notary Public  
My Commission Expires *WILLIAM C. FAHEY* 6/30/91

LIMITED PARTNER

  
Raymond J. Hill

STATE OF RHODE ISLAND  
COUNTY OF

In Pawtucket in said County and State, on the 29 day  
of October, 1988, before me personally appeared Raymond  
J. Hill, to me known and known by me to be the person executing  
the foregoing instrument, and he acknowledged said instrument, by  
him executed, to be his free act and deed.

  
Notary Public  
My Commission Expires 1991

LIMITED PARTNER

Lincoln Doctors Associates

By: Fred Griffith MD

STATE OF RHODE ISLAND  
COUNTY OF Providence

In Providence in said County and State, on the 28<sup>th</sup> day of October, 1988, before me personally appeared Fred Griffith MD of Lincoln Doctors Associates, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed and the free act and deed of Lincoln Doctors Associates.

Ann A Miller  
Notary Public  
My Commission Expires 6-30-91

LIMITED PARTNER

Raymond C Mills  
Raymond C. Mills

Ann C. Mills  
Ann C. Mills

STATE OF RHODE ISLAND  
COUNTY OF Newport

In Newport in said County and State, on the 27<sup>th</sup> day of October, 1988, before me personally appeared Raymond C. Mills, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Mary Beth McSparran  
Notary Public  
My Commission Expires 6/30/91

MARY BETH McSPARRAN  
Notary Public, Newport Cty.  
State of Rhode Island  
Comm. Expires 6-30-91

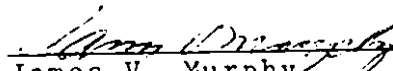
STATE OF RHODE ISLAND  
COUNTY OF Newport

In Newport in said County and State, on the 27<sup>th</sup> day of October, 1988, before me personally appeared Ann C. Mills, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

Mary Beth McSparran  
Notary Public  
My Commission Expires 6/30/91

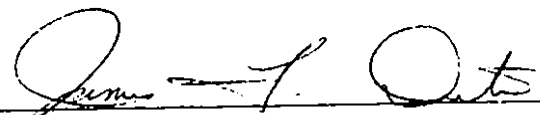
MARY BETH McSPARRAN  
Notary Public, Newport Cty.  
State of Rhode Island  
Comm Expires 6-30-91

LIMITED PARTNER

  
James V. Murphy

STATE OF RHODE ISLAND  
COUNTY OF Kent

In W. Warwick in said County and State, on the 27<sup>th</sup> day of October, 1988, before me personally appeared James V. Murphy, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

  
Notary Public  
My Commission Expires 6/91

LIMITED PARTNER

Rhode Island Hospital Trust National  
Bank and Richard F. Staples, Trustees  
U/A Sheila L. Pellegrini

By: Edward K. Staples

Trust Officer.

STATE OF RHODE ISLAND  
COUNTY OF Providence

In Providence in said County and State, on the 28<sup>th</sup> day  
of October, 1988, before me personally appeared on \_\_\_\_\_  
Edward K. Staples, to me known and known by me to be the  
person executing the foregoing instrument, and he acknowledged  
said instrument by him executed, to be his free act and deed and  
the free act and deed of Rhode Island Hospital Trust National  
Bank and Richard F. Staples, Trustees U/A Sheila L. Pellegrini.

Barbara W. Halset  
Notary Public  
My Commission Expires June 30, 1991  
~~June 30, 1988~~

LIMITED PARTNER

Rhode Island Hospital Trust National  
Bank and Richard F. Staples, Trustees  
U/D Carol R. Blair


By: Barbara W. Holst  
Trust Officer

STATE OF RHODE ISLAND  
COUNTY OF

In Providence in said County and State, on the 28<sup>th</sup> day  
of October, 1988, before me personally appeared Barbara W  
Holst, to me known and known by me to be the person  
executing the foregoing instrument, and he acknowledged said instru-  
ment, by him executed, to be his free act and deed and the free act  
and deed of Rhode Island Hospital Trust National Bank and Richard  
F. Staples, Trustees U/D Carol R. Blair.

Vernice S. Langton  
Notary Public  
My Commission Expires June 30, 1991

LIMITED PARTNER

  
\_\_\_\_\_  
Melvin L. Zurier

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Providence in said County and State, on the 27th day of October, 1988, before me personally appeared Melvin L. Zurier, to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, by him executed, to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires June 30, 1991



LIMITED PARTNER

John L. Slocum  
John L. Slocum

STATE OF RHODE ISLAND  
COUNTY OF Providence

In Providence in said County and State, on the 27<sup>th</sup> day  
of October, 1988, before me personally appeared John L. Slocum,  
to me known and known by me to be the person executing the foregoing  
instrument, and he acknowledged said instrument, by him executed,  
to be his free act and deed.

Walter A. Lunde  
Notary Public  
My Commission Expires 6/30/91

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