

AMENDMENT

This Amendment dated as of January 15, 1993 to the Amended and Restated Agreement of Limited Partnership dated as of July 24, 1992 (the "Partnership Agreement") of NEPA Venture Fund II, L.P. (the "Partnership") by and among the parties to the Partnership Agreement.

WHEREAS, Section 5.07(j) of the Partnership Agreement requires that certain persons own certain percentages of shares of capital stock of the General Partner, which concept is inapplicable to a General Partner that is a limited partnership (capitalized terms used in this Amendment and not otherwise defined have the meanings set forth in the Partnership Agreement); and

WHEREAS, the principals of the General Partner desire to merge NEPA II Management Corporation, a Pennsylvania corporation ("Old NEPA II Corp.") and the General Partner of the Partnership, into NEPA II Management Partners, L.P., a Pennsylvania limited partnership ("NEPA II Partners"), for certain tax reasons affecting the principals of the General Partner; and

WHEREAS, a Majority in Interest of the Limited Partners with Capital Contribution greater than or equal to \$1 million are willing to acknowledge such a merger and the status of NEPA II Partners as a successor to Old NEPA II Corp. and as the General Partner of the Partnership, as would be required by Section 5.07(j).

NOW THEREFORE, for and in consideration of the foregoing, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The General Partner of the Partnership shall be NEPA II Partners, of which NEPA II Management Corporation (formerly known as Interim NEPA II Management Corporation), a Pennsylvania corporation, shall be the general partner.

Section 5.07(j) of the Partnership Agreement is hereby amended and restated in its entirety to read as follows:

"(j) Interest of Certain Persons in General Partner; Certain Restrictions on Interest in General Partner. Without the consent of a Majority in Interest of the Limited Partners with Capital Contributions greater than or equal to \$1,000,000 (i) neither Frederick J. Beste III nor Glen R. Bressner shall, for any reason, own less than 80% of the limited partnership interests he held in the percentage of the General Partner as of January 15, 1993 namely 60.06% and 20.02%, respectively; (ii) Frederick J. Beste III shall not cease to be Chief Executive Officer of the NEPA II Management Corporation (formerly known as Interim NEPA II Management Corporation), a Pennsylvania corporation and the general partner of the General Partner ("New NEPA II Corp."), (iii) Glen R.

Bressner shall be at least a Vice President of New NEPA II Corp. with substantial management authority and shall either report to Frederick J. Beste III or shall be the Chief Executive Officer of New NEPA II Corp. and/or (iv) the Annual Management Fee shall not be increased except as set forth in Paragraph 5.08; provided, however, that Frederick J. Beste III and/or Glen R. Bressner may own less than 80% of the amount of limited partnership interests in the General Partner he held as of January 15, 1993 due to (A) transfers of such interests to an additional full-time officer of the general partner of the General Partner, who shall report to Frederick J. Beste III or his successor as chief executive officer of New NEPA II Corp., as approved by the Limited Partners under the terms of this Agreement, in an amount not to exceed the amount of limited partnership interests held in the General Partner by Glen R. Bressner or (B) transfers by Frederick J. Beste III or Glen R. Bressner of such limited partnership interests in the General Partner as gifts to any of their respective spouses, children, parents or parents-in-law or trusts for the benefit of any of them. Until such consent has been obtained, the General Partner shall not request that the Limited Partners pay any additional installments of their Capital Contributions in cash pursuant to Paragraph 3.02 and any such Limited Partner with a Capital Contribution equal to or greater than \$1,000,000 who does not so consent (a "Dissenting Limited Partner") shall not be required to pay any further installments of such Dissenting Limited partner's Capital Contribution in cash, Paragraph 3.03 shall not apply to such Dissenting Limited Partner and, notwithstanding the definition of "Majority in Interest of the Limited Partners," such Dissenting Limited Partner shall be counted and its interest shall be included in the voting of a Majority in Interest of the Limited Partners. In addition to the items set forth in subparagraphs (j) (i) through (iv) above, without the consent of a Majority in Interest of the Limited Partners with Capital Contributions equal to or greater than \$1,000,000, the Limited Partnership Agreement of the General Partner, attached as Appendix III hereto, among all partners of the General Partner, and the Employment Agreements, attached as Appendix IV hereto between each of Frederick J. Beste III and Glen R. Bressner and the General Partner, shall remain in full force and effect, with no breach by any of the General Partner and Frederick J. Beste III and Glen R. Bressner, as applicable, at all times during the term of this Agreement.

2. Appendix III of the Agreement shall be amended to substitute the attached Limited Partnership Agreement of NEPA II Management Partners for the Appendix III currently attached to the Partnership Agreement, in its entirety.

3. Exhibit A of the Agreement shall be amended to substitute the attached Exhibit A, providing minor corrections in the names of some of the Limited

Partners, for the Exhibit A currently attached to the Partnership Agreement, in its entirety.

4. Except as provided above, the Agreement shall continue in full force and effect without modification.

5. This Amendment may be executed in one or more counterparts and when a Majority in Interest of the Limited Partners has executed at least one counterpart, this Amendment shall be deemed adopted and in full force and effect as of the date hereof.

IN WITNESS WHEREOF, this Amendment is hereby adopted as of the 15th day of January 1993.

NEPA II MANAGEMENT CORPORATION,
as withdrawing General Partner

By: _____

Frederick J. Beste III
President

NEPA II MANAGEMENT PARTNERS, L.P.,
as Substituted General Partner

By: Interim NEPA II Management Corporation,
its General Partner

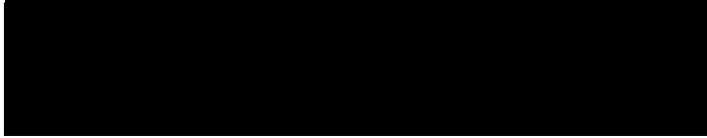
By: _____

Frederick J. Beste III
President

By: _____

Name: _____

Title: _____



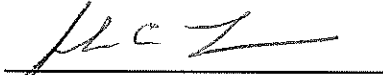
By: 

By: _____

Name:

Title:

COMMONWEALTH OF PENNSYLVANIA PUBLIC
SCHOOL EMPLOYEES' RETIREMENT SYSTEM

By: 

Name: JOHN C. LANE

Title: CHIEF INVESTMENT OFFICER



By: _____

Name:

Title: