EXHIBIT II

LAVIEN PARTNERS, LP

AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

January 15, 2014

Table of Contents

LAVIEN PARTNERS, LP

Limited Partnership Agreement

Dated as of January 15, 2014

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT made as of the 15th day of January, 2014 (the "Partnership Agreement" or the "Agreement") among the undersigned Limited Partners (as defined in Sec. 1.7 herein) shall govern Lavien Partners, LP (the "Partnership") as of the date and year first above written. The Partnership was formed as a limited partnership under the Delaware Revised Uniform Limited Company Act (6 Dec.C § 17-101 et. seq.), as may be amended from time to time (the "Act"), by filing a Certificate of Limited Partnership with the Office of the Secretary of State of the State of Delaware. The Limited Partners and the General Partner (as defined in Sec. 1.1 below) are sometimes collectively referred to as the "Partners".

ARTICLE I

General Provisions

Sec. 1.1 **Partnership Name, Address and Registered Agent; General Partner; Investment Manager.** The Partnership was formed on February 14, 2012 and shall do business under the name of "Lavien Partners, LP". The Partnership's principal office is located at 1065 Avenue of the Americas, 34th Floor, New York, NY 10018, or at such other location as the General Partner in the future may designate. The registered agent of the Partnership in the State of Delaware is: Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The Partnership's general partner shall be Lavien GP, LLC, a Delaware limited liability company and its permitted successors and assignees (the "General Partner"). Lavien Advisors, LLC, a Delaware limited liability company, and its permitted successors and assignees (the "Investment Manager") will serve as the investment manager of the Partnership pursuant to an investment management agreement.

Sec. 1.2 **Fiscal Year.** The fiscal year of the Partnership (herein called the "fiscal year") shall end on December 31st of each calendar year or on such other date as the General Partner determines in its sole discretion.

Sec. 1.3 **Liability of Partners.** The names of all of the Partners, the amounts of their respective contributions to the Partnership (herein called the "Capital Contributions" and defined in Sec. 3.1(g)) and their Ownership Percentages (as defined in Sec. 3.4) are set forth in a schedule entitled "Schedule of Capital Contributions and Ownership Percentages" (the "Schedule") which shall be maintained with the records of the Partnership and is available to the Partners at the General Partner's or the Partnership's administrator's principal office. The Schedule is hereby incorporated by reference and made a part of this Agreement. Each Limited Partner shall have reasonable access to records relating to its own Capital Account.

Those Partners who are designated in the Schedule as Limited Partners and former Limited Partners shall be liable for the repayment and discharge of all debts and obligations of the Partnership attributable to any fiscal year (or relevant portion thereof) during which they are or were Limited Partners of the Partnership only to the extent of their respective interests in the Partnership in the fiscal year (or relevant portion thereof) to which any such debts and obligations are attributable and shall not otherwise have any liability in respect of the debts and obligations of the Partnership.

The Limited Partners and all former Limited Partners shall share all losses, liabilities or expenses suffered or incurred by virtue of the operation of the preceding paragraphs of this Sec. 1.3 in proportion to their respective Ownership Percentages for the fiscal year (or relevant portion thereof) to which any debts or obligations of the Partnership are attributable. Limited Partners or former Limited Partners shall share all losses, liabilities or expenses up to the limit of their respective interests in the Partnership for such fiscal year (or relevant portion thereof).

As used in this Sec. 1.3, the terms "interests in the Partnership" and "interest in the Partnership" shall mean with respect to any fiscal year (or relevant portion thereof), and with respect to each Limited Partner (or former Limited Partner), such Limited Partner's (or former Limited Partner's) interest in its Capital Account (as defined in Sec. 3.3) that such Limited Partner (or former Limited Partner) would have received (or in fact did receive) pursuant to the terms and provisions of Article IV and V upon withdrawal from the Partnership as of the end of such fiscal year (or relevant portion thereof) assuming 100% of the amount being withdrawn is being distributed within such fiscal year.

Notwithstanding any other provision in this Agreement, in no event shall any Limited Partner (or former Limited Partner) be obligated to make any additional contribution to the Partnership, or have any liability for the repayment and discharge of the debts and obligations of the Partnership, except that a Limited Partner (or former Limited Partner) may be required, for purposes of meeting such Limited Partner's obligations under this Sec. 1.3, to make additional contributions or payments, respectively, up to, but in no event in excess of, the aggregate amount of returns of capital and other amounts actually received by it from the Partnership during or after the fiscal year to which any debt or obligation is attributable.

As used in this Agreement, the term "former Limited Partner" refers to any person or entity that hereafter from time to time ceases to be a Limited Partner pursuant to the terms and provisions of this Agreement.

Sec. 1.4 **Purposes of the Partnership.** The Partnership is organized for the purposes of preserving capital and providing superior returns as discussed in the Partnership's Amended and Restated Confidential Private Placement Memorandum, as it may be amended, restated and/or supplemented from time to time (the "Memorandum"), including, without limitation, engaging in all activities and transactions as the General Partner may deem necessary or advisable in connection therewith, including, without limitation:

(a) to invest and trade in securities of any kind, including, without limitation, equities, fixed income, bank debt, distressed debt, swaps (including credit default swaps) and other derivative instruments, initial public offerings, convertible securities, listed options and equity options, shares of beneficial interest, warrants, convertible preferred obligations, over-the-counter financial instruments, bonds, notes, debentures (whether subordinated, convertible or otherwise), forward contracts, futures, money market funds, commercial paper, certificates of deposit, bankers' acceptances, trust receipts, and other obligations, and instruments or evidences of indebtedness of whatever kind or nature of any person, corporation, government or other entity whatsoever, whether or not publicly traded or readily marketable, rights and options relating thereto, including put and call options written by the Partnership or by others (all such items being called herein a "Security" or "Securities");

(b) to engage in such other lawful Securities transactions as the General Partner may from time to time determine and as set forth in the Memorandum;

(c) to utilize a variety of investment techniques including, but not limited to, purchase and sale writing of options on securities (both covered and naked options);

(d) to possess, transfer, mortgage, pledge, hypothecate or otherwise deal in, and to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to, Securities and other property and funds held or owned by the Partnership;

(e) to acquire a long position with respect to any Security and to make purchases or sales increasing, decreasing or liquidating such position, without any limitation as to the frequency of the fluctuation in such positions;

(f) to maintain for the conduct of Partnership affairs one or more offices and in connection therewith, rent or acquire office space, and do such other acts as the General Partner may deem necessary or advisable in connection with the maintenance and administration of the Partnership;

(g) to lend any of the Securities, funds or other properties of the Partnership and, from time to time, for speculative purposes or otherwise, borrow or raise funds and secure the payment of obligations of the Partnership by mortgage upon, or pledge or hypothecation of, all or any part of the property of the Partnership;

(h) to engage personnel, whether part-time or full-time, and attorneys, independent accountants or such other persons as the General Partner may deem necessary or advisable;

(i) to enter into custodial arrangements with banks and brokers, wherever located, regarding Securities owned beneficially by the Partnership including brokers, banks and custodians with whom the General Partner may be affiliated; and

(j) to do such other acts as the General Partner may deem necessary or advisable in connection with the maintenance and administration of the Partnership.

Sec. 1.5 **Master Fund; Partnership as Master Fund.** The Partnership may, in the discretion of the Investment Manager (in consultation with the General Partner), seek to achieve its investment objective and implement its investment strategy (as discussed in the Memorandum) by investing all or part of its assets in a centralized company, commonly known as a "Master Fund," that is a separate investment vehicle but with an investment objective and strategy identical to that of the Partnership. This may be effected without the consent of the Limited Partners.

Alternatively, the Partnership may, in the discretion of the General Partner in consultation with the Investment Manager, serve as a Master Fund to the extent there are other investment vehicles utilizing the same strategy as the Partnership that are managed by the Investment Manager (or an affiliate). In this instance, such other fund or funds would invest all or substantially all of its or their (as the case may be) assets in the Partnership and all trading would be conducted at the Partnership level utilizing the strategy set forth in the Memorandum.

Sec. 1.6 **Assignability of Interest.** Without the prior written consent of the General Partner (which may be withheld in its sole and absolute discretion), a Limited Partner may not (i) pledge, transfer, sell or assign its Interest (as defined in Sec. 1.7 below) in the Partnership in whole or in part to any person, or (ii) substitute for itself as a Limited Partner any other person. Without limiting the generality of the foregoing, it shall be a condition of any transfer or disposal that the transferee execute and deliver such documents, including this Agreement (or counterpart) and do all such things as the General Partner may in

its absolute discretion determine. Any transfer by the General Partner must be to a suitable qualified person or entity as discussed in the Memorandum. Any attempted pledge, transfer, sale, assignment or substitution not made in accordance with this Sec. 1.6 shall be void.

Sec. 1.7 **Classes of Interests.** The Partnership offers multiple classes of limited partnership interests from time to time. As of the date set forth hereof, the Partnership is offering class A interests (the "Class A Interests") and class F interests (the "Class F Interests") to Limited Partners pursuant to the terms set forth herein and in the Memorandum. The Class A Interests and the Class F Interests are collectively referred to herein as the "Interests". Limited partners holding Class A Interests, are referred to herein as the "Class A Partners" and Limited partners holding Class F Interests are referred to as the "Class F Partners" and collectively with the Class A Partners, the "Limited Partners"). The term Limited Partner shall include any persons hereafter admitted to the Partnership and shall exclude any persons who cease to be Limited Partners. Class F Interests are available to those investors who subscribe within twelve (12) months of January 1, 2014 (the "Founder Closing"). Class F Partners who have invested more than $1,000,000 as of the expiration of the Founder Closing will be entitled, for the twelve (12) month period immediately following the expiration of the Founder Closing (the "Extension"), to make additional capital contributions to the Partnership in exchange for Class F Interests. Following the Founder Closing and, if applicable, the Extension, all other investors (including existing Limited Partners holding Class F Interests) will be issued Class A Interests unless otherwise agreed to by the General Partner in its sole discretion. The distinction between the Classes consists of differing Management Fees and Incentive Allocations (as each term is defined herein), as more fully described herein and in the Memorandum.

Each class of Interest shall engage in the same investment activities as set forth herein and in its respective Memorandum. Unless otherwise specifically set forth herein, the Interests shall rank pari passu with one another with respect to the rights and obligations of Limited Partners under this Partnership Agreement.

ARTICLE II

General Partner

Sec. 2.1 **Generally.** The General Partner exercises ultimate authority over the Partnership and is responsible for its day to day operations. Except as authorized by the General Partner, the Limited Partners shall have no authority or right to act on behalf of the Partnership in connection with any matter. The General Partner has the right to delegate its responsibilities hereunder, including the responsibility of providing certain investment advisory, management, administrative and auditing services, to suitable parties that may be reasonably compensated by the Partnership. The General Partner may also retain such other suitable parties (including affiliates of the General Partner) to provide services to the Partnership, including, without limitation, legal, consulting, accounting, administrative and auditing services. Furthermore, the General Partner may enter into agreements with such parties on behalf of the Partnership, which agreements may include provisions for the indemnification and exculpation of such parties, in certain circumstances, by the Partnership.

Sec. 2.2 **Authority of the General Partner.** The General Partner shall have the power on behalf of and in the name of the Partnership, and without notice to the Limited Partners, to carry out, or designate such other agents (some of which may be affiliates of the General Partner), including, without limitation, the Investment Manager, to carry out any and all of the objects and purposes of the Partnership set forth in Sec. 1.4 and perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto, including, without limitation, the power to:

(a) open, maintain and close accounts, including margin and custodial accounts, with brokers, which power shall include the authority to issue all instructions and authorizations to brokers regarding the Securities and/or money therein;

(b) open, maintain and close accounts, including custodial accounts, with institutions, including institutions located within and/or outside the United States, and draw checks or other orders for the payment of monies;

(c) lend any Securities, funds or other properties of the Partnership and borrow or raise funds and secure the payment of obligations of the Partnership by pledges or hypothecation of all or any part of the property of the Partnership;

(d) do any and all acts on behalf of the Partnership, and exercise all rights of the Partnership, or delegate such functions as it sees fit, with respect to its interest in any person, including, without limitation, the voting of Securities, participation in arrangements with creditors, the institution and settlement or compromise of suits and administrative proceedings and other similar matters;

(e) organize one or more corporations or other entities formed to hold record title, as nominee for the Partnership, to Securities or funds of the Partnership;

(f) combine purchase or sale orders on behalf of the Partnership with orders for other accounts to whom the General Partner or any of its affiliates provide investment services ("Other Accounts") and allocate the Securities or other assets so purchased or sold, on an average price basis, among such accounts;

(g) authorize any member, officer, employee or other agent of the General Partner or agent or employee of the Partnership to act for and on behalf of the Partnership in all matters incidental to the foregoing;

(h) engage attorneys, independent accountants, consultants, placement agents or such other service providers as the General Partner may deem necessary or advisable;

(i) provide research and analysis and direct the formulation of investment policies and strategies for the Partnership;

(j) enter into one or more side letters;

(k) issue one or more separate classes of Partnership Interests based on terms and conditions that may differ from those attributable to other classes of Interests and take all steps necessary to accomplish the same without the consent of any Limited Partner including as set forth in Sec. 1.7;

(l) appoint a person or persons (the "Independent Client Representative") unaffiliated with the General Partner, the Investment Manager or any of their affiliates (including one or more Limited Partners unaffiliated with any of the foregoing) to act as the agent of the Partnership to (i) give or withhold any consent of the Partnership required under applicable law to a transaction in which the General Partner or the Investment Manager causes the Partnership to purchase securities or other instruments from, or sell securities or other instruments to, the General Partner, the Investment Manager or their affiliates or (ii) engage in any brokerage transaction in which any of the General Partner's or the Investment Manager's affiliates acts as broker for a party on the side of the transaction opposite that of

the Partnership (i.e., agency cross transactions). If appointed, the Independent Client Representative may be paid by the Partnership and may be indemnified by the Partnership for claims arising out of activity in such capacity. The intent of this subparagraph is to provide a mechanism by which the Partnership, General Partner and Investment Manager can meet the requirements of Section 206 of the Investment Advisers Act of 1940, as amended, and the rules promulgated thereunder;

(m) engage in transactions in which it and/or its affiliates causes the Partnership to purchase securities or other instruments from, or sell securities or other instruments to, other funds or managed accounts managed by the General Partner, the Investment Manager and/or its affiliates ("cross-trades") for purposes of portfolio rebalancing or for other reasons as may arise from time to time without taking brokerage commissions or otherwise be compensated for effecting these cross-trades; and

(n) delegate any of its responsibilities and/or duties to others pursuant to separate agreements, which agreements may provide for indemnifications and exculpations such other service providers as deemed appropriate by the General Partner.

Sec. 2.3 **Management Fee.** The Partnership will pay the Investment Manager (or any other person or entity designated by the Investment Manager) a quarterly management fee in advance in an amount equal to (i) 0.3125% for each Class A Partner and (ii) 0.250% for each Class F Partner, of the Net Asset Value (as defined in Sec. (3.1(i)) of the Capital Account (as defined in Sec. (3.3(a)) of each Class A Partner and Class F Partner, respectively (1.25% and 1.00%, respectively, per annum of (x) plus (y)) (collectively, the "Management Fee"). The Management Fee will be prorated for partial periods. The Management Fee is accrued monthly and is due as of the first Business Day (as defined in Sec. 3.1(f)) of each calendar quarter and is payable by the Partnership within ten (10) days thereafter.

The Investment Manager, in its sole discretion, may waive, by rebate or otherwise, all or part of the Management Fee otherwise due with respect to any Partner's investment or any class of Interests, including, without limitation, the Investment Manager's affiliates, members, principals and/or employees.

Sec. 2.4 **Reliance by Third Parties.** Persons dealing with the Partnership are entitled to rely conclusively upon the certificate of the General Partner to the effect that it is then acting as General Partner and upon the power and authority of the General Partner as herein set forth.

Sec. 2.5 **Activity of General Partner.** The General Partner and its principals, members, officers, directors, employees or other agents (collectively "Affiliates") shall devote so much of their time to the investment activities of the Partnership as the General Partner deems reasonable under the circumstances. Nothing contained herein shall be deemed to preclude the General Partner and/or Affiliates from engaging directly or indirectly in any other activities, for its or their own accounts. No Partner shall, by reason of being a Partner in the Partnership, have any right to participate in any manner in any profits or income earned or derived by or accruing to the General Partner or Affiliates from the conduct of any activities other than the activities of the Partnership or from any transaction in Securities effected by the General Partner and/or Affiliates for any account other than that of the Partnership.

Sec. 2.6 **Exculpation.** Neither the General Partner nor any Affiliate, nor any of their employees, members, managers, or officers shall be liable to any Limited Partner or the Partnership for errors of judgment or for action or inaction, whether or not disclosed, or for losses due to such errors, action or inaction or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the General Partner or the Partnership, provided that such employee, broker or agent was selected, engaged or retained by the General Partner or the Partnership with reasonable care. The General Partner and any Affiliate may consult with counsel and accountants in respect of Partnership affairs and be fully

protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. Notwithstanding the foregoing, the provisions of this Sec. 2.6 shall not be construed so as to relieve (or attempt to relieve) the General Partner or any Affiliate of any liability to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Sec. 2.6 to the fullest extent permitted by law (including liability under U.S. securities laws which, under certain circumstances, impose liability even on persons acting in good faith). Notwithstanding the foregoing, no person will be exculpated or exonerated from liability, or indemnified against loss, for violations of federal or state securities laws or for any other intentional or criminal wrongdoing.

Sec. 2.7 **Indemnification of General Partner.** To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless the General Partner and its Affiliates, and/or the legal representatives of any of them (an "Indemnified Party"), from and against (i) any loss or expense suffered or sustained by any or all of them by reason of the fact that they are or were an Indemnified Party, including, without limitation, any judgment, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action or proceeding or any investigation, inquiries by governmental agencies or request for information from any regulator, provided that such loss or expense resulted from a mistake of judgment on the part of an Indemnified Party, or from action or inaction, whether or not disclosed, provided that such mistake of judgment, action or inaction does not constitute gross negligence, willful misconduct, fraud or bad faith, and (ii) any loss due to the gross negligence, dishonesty or bad faith of any employee, broker or other agent of any Indemnified Party provided that such employee, broker or agent was selected, engaged or retained by the Indemnified Party with reasonable care. The Partnership shall advance to the General Partner and may, in the sole discretion of the General Partner, advance to any other Indemnified Party reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any action or proceeding that arises out of such conduct, but no person will be indemnified against loss for violation of federal or state securities laws, or for any other intentional or criminal wrongdoing (or such other lesser standard as required by law which would prevent indemnification). Each Indemnified Party shall agree that, in the event it receives any such advance, such Indemnified Party shall promptly reimburse the Partnership for such fees, costs and expenses to the extent that it shall be determined that it was not entitled to indemnification under this Sec. 2.7. Absent such a prompt reimbursement, any Capital Account of such Indemnified Party shall be reduced, but not below zero, to the extent of the reimbursable amount.

Sec. 2.8 **Identity of Securities.** Notwithstanding Sec. 9.18 herein, in no event shall any Limited Partner directly or indirectly use for its own investment purposes or disclose to another person the identity of any Security held by the Partnership; the General Partner shall have the right not to disclose to the Limited Partners the identity of any or all of the Securities held by the Partnership, except as otherwise provided for by U.S. Generally Accepted Accounting Principles ("GAAP").

Sec. 2.9 **Confidentiality, Privacy Policy.** Generally, any and all nonpublic personal information received by the Partnership, the General Partner and/or the Investment Manager in the course of business with respect to the Limited Partners who are natural persons, including the information provided to the Partnership by a Limited Partner in the subscription documents, shall not be shared with nonaffiliated third parties which are not service providers to the Partnership, the General Partner and/or the Investment Manager without prior notice to, and consent from, such Limited Partners. Such service providers include but are not limited to the administrator, the auditors and the legal advisors of the Partnership. Notwithstanding the foregoing, the Partnership, the General Partner and/or the Investment Manager may disclose such nonpublic personal information as required by law, including without limitation, the disclosure that may be required by the Uniting and Strengthening America Act by

Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 and the rules and regulations promulgated thereunder. If the Partnership chooses to dispose of any Partner's nonpublic personal information that the Partnership is not legally bound to maintain, then the Partnership will do so in a manner that reasonably protects such information from unauthorized access. Such policy shall also apply to the former Limited Partners who are natural persons.

ARTICLE III

Capital Accounts of Limited Partners and Operation Thereof

Sec. 3.1 **Certain Definitions.** For the purposes of this Partnership Agreement, unless the context otherwise requires:

(a) The term "Accounting Period" shall mean the following periods: The initial Accounting Period will begin upon the initial opening of the Partnership and each subsequent Accounting Period will begin immediately after the close of the immediately preceding Accounting Period. Each Accounting Period will close at the close of business on the first to occur of (i) the date immediately prior to the effective date of the admission of a new Limited Partner and/or an increase in a Limited Partner's Capital Contribution; (ii) the effective date of any withdrawal by a Limited Partner; (iii) the date when the Partnership dissolves and/or terminates; (iv) the last Business Day of each calendar month, (v) at such other time as may be required by governmental rules and regulations imposed upon the General Partner and/or the Partnership, or (vi) at such other time as the General Partner, in its sole discretion, may determine.

(b) The term "Aggregate Net Increase" shall mean, with respect to each Limited Partner and any Incentive Allocation Period (i) the Aggregate Overall Appreciation with respect to such Incentive Allocation Period less (ii) any Management Fees charged to such Limited Partner's Capital Account during such Incentive Allocation Period.

(c) The term "Aggregate Overall Appreciation" shall mean, with respect to each Limited Partner and any Incentive Allocation Period, the excess (if any) of (i) the aggregate Net Capital Appreciations credited to such Limited Partner's Capital Account during such Incentive Allocation Period, over (ii) the aggregate Net Capital Depreciations debited to such Limited Partner's Capital Account during such Incentive Allocation Period.

(d) The term "Aggregate Overall Depreciation" shall mean, with respect to each Limited Partner and any Incentive Allocation Period, the excess (if any) of (i) the aggregate Net Capital Depreciations debited to such Limited Partner's Capital Account during such Incentive Allocation Period, over (ii) the aggregate Net Capital Appreciations credited to such Limited Partner's Capital Account during such Incentive Allocation Period.

(e) The term "Beginning Value" means, with respect to any Accounting Period, the Net Asset Value of the Partnership's capital at the beginning of such Accounting Period.

(f) The term "Business Day" refers to any day (other than a Saturday or Sunday) when banks in New York are open for business or such other day or days as determined by the General Partner in its sole discretion.

(g) The term "Capital Contribution" shall mean the amount of capital contributed to the Partnership by a Limited Partner.

(h) The term "Ending Value" means, with respect to any Accounting Period, the Net Asset Value of the Partnership's capital at the end of such Accounting Period, before giving effect to any Management Fees paid or accrued during the Accounting Period.

(i) The term "Net Asset Value" shall mean the Partnership's assets at fair value, less its liabilities, at fair value, as calculated pursuant to Sec. 3.7.

(j) The term "Net Capital Appreciation" shall mean, with respect to any Accounting Period, the excess, if any, of the Ending Value over the Beginning Value.

(k) The term "Net Capital Depreciation" shall mean, with respect to any Accounting Period, the excess, if any, of the Beginning Value over the Ending Value.

(l) The term "Incentive Allocation" shall have the meaning set forth in Sec. 3.5(c).

(m) The term "Incentive Allocation Period" shall commence, with respect to a Limited Partner, on the date of admission of such Limited Partner and, thereafter, immediately following the close of the preceding Incentive Allocation Period, and will end (i) on the last Business Day of each fiscal year, (ii) with respect to a Limited Partner making a total withdrawal or a partial withdrawal from its Capital Account (with respect to the amount withdrawn), on the Withdrawal Date (as defined in Sec. 4.2(a)), (iii) at the General Partner's sole discretion, with respect to a Limited Partner transferring all or a portion of its Capital Account (with respect to such transferred amounts), on the date of such transfer, (iv) on the effective date that the General Partner ceases to be the Partnership's General Partner, and (v) on the date when the Partnership dissolves and/or terminates.

Sec. 3.2 **Capital Contributions.**

(a) Each Partner has made an initial contribution to the Partnership in the amount set forth opposite such Partner's name in the Schedule (the "Initial Capital Contribution"). The minimum initial investment by each new Limited Partner in the Partnership is $1,000,000, subject to the sole discretion of the General Partner to waive, reduce or increase such minimum amount.

(b) The General Partner may admit new Limited Partners and permit Limited Partners to make additional Capital Contributions on a monthly basis as of the first Business Day of any calendar month, or at any other time as determined by the General Partner in its sole discretion (each, a "Subscription Date"). The General Partner may modify the frequency of permitted admissions and/or additional contributions.

(c) The General Partner has the right, in its sole and absolute discretion, to accept, or to decline to accept, any Capital Contribution, in whole or in part for any or no reason. Additionally, the General Partner, in its sole discretion, may allow a Limited Partner to make in-kind Capital Contributions (either partially or fully) to the Partnership. Such Capital Contributions shall be valued by the General Partner as of the date of acceptance by the Partnership at their fair market value, net of costs and expenses incurred in accepting such Capital Contributions.

(d) Nothing contained in this Agreement will prohibit the General Partner, by itself or through its Affiliates or employees, from contributing as a Limited Partner.

Sec. 3.3 **Capital Accounts.**

(a) A capital account (the "Capital Account") shall be established on the books of the Partnership for each Partner, including the General Partner. The Capital Account of each Partner shall be in an amount equal to such Partner's Initial Capital Contribution, adjusted as hereinafter provided. At the beginning of each Accounting Period, the Capital Account of each Partner shall be (i) increased by the amount of any additional Capital Contributions made by such Partner as of the beginning of such Accounting Period and (ii) decreased by the amount of any Management Fees charged to such Capital Account during such Accounting Period pursuant to Sec. 3.5(a).

(b) At the end of each Accounting Period, each Partner's Capital Account shall be (i) increased or decreased by any Net Capital Appreciation or Net Capital Depreciation allocated to such Partner's Capital Account for such Accounting Period pursuant to Sec. 3.5(a), and (ii) decreased by the amount of any withdrawals of capital made by, or distributions of capital made to, such Partner as of the end of such Accounting Period. When appropriate, the Capital Account of each Partner also shall be adjusted as provided in Sec. 3.5(c). At the appropriate time, the Capital Account of each Limited Partner that is a foreign individual, foreign corporation, foreign Partnership or other foreign entity (a "Non-U.S. Partner"), also shall be decreased by the amount of such Non-U.S. Partner's respective share of any taxes withheld and paid over by the Partnership pursuant to Sec. 4.2(h).

(c) Separate Capital Accounts shall be maintained to reflect each Limited Partner's Interest in each class.

Sec. 3.4 **Ownership Percentages.** An "Ownership Percentage" shall mean, on any given date, (i) the balance of a Partner's Capital Account divided by the aggregate balance in all of the Partners' Capital Accounts, as of such date, multiplied by (ii) one hundred percent (100%). The Ownership Percentages shall be set forth in the Schedule.

Sec. 3.5 **Net Capital Appreciation and Net Capital Depreciation; Debiting of Management Fee.**

(a) At the beginning of each Accounting Period, the aggregate amount of any and all Management Fees payable during such Accounting Period with respect to each Partner pursuant to Sec. 2.3 shall be charged to such Partner's Capital Account (prorated for the number of days of a Partner's investment during such Accounting Period).

(b) At the end of each Accounting Period, the Capital Account of each Partner will be adjusted by crediting any Net Capital Appreciation or debiting all Net Capital Depreciation, as the case may be, to the Capital Accounts of all of the Partners in proportion to their respective Ownership Percentages (as determined pursuant to Sec. 3.4) at the beginning of such Accounting Period.

(c) Except as provided in Sec. 3.6 and in subparagraph (d) of this Sec. 3.5, at the end of each Incentive Allocation Period, (i) twelve and one-half percent (12.5%) of the Aggregate Net Increase with respect to each Class A Partner's Capital Account and, (ii) ten percent (10%) of the Aggregate Net Increase with respect to each Class F Partner's Capital Account, in each instance during such Incentive Allocation Period, will be reallocated from such Partner's Capital Account to the Capital Account of the General Partner (the "Incentive Allocation"). The Partnership has adopted the "high water mark" method of calculating the Incentive Allocation by utilizing the Loss Recovery Account method described in Sec. 3.6 below. The Incentive Allocation may be adjusted to reflect withholding and foreign

taxes or tax credits with respect to any investments of the Partnership. The Incentive Allocation will be calculated separately with respect to each capital contribution made by a Limited Partner.

(d) The General Partner reserves the right to waive or reduce the Incentive Allocation with respect to any Limited Partner, including, without limitation, its affiliates, members, principals and/or employees.

(e) In the event the General Partner determines that, based upon tax or regulatory considerations, or for any other reasons as to which the General Partner and any Limited Partner agree, such Partner should not participate in the Net Capital Appreciation and Net Capital Depreciation, if any, attributable to trading in any Security, type of Security or to any other transaction, the General Partner may allocate such Net Capital Appreciation or Net Capital Depreciation only to the Capital Accounts of Partners to whom such considerations or reasons do not apply. In addition, if for any of the considerations described above, the General Partner determines that a Partner should have no interest whatsoever in a particular Security, type of Security or transaction, the interests in such Security, type of Security or transaction may be set forth in a separate memorandum account in which only the Partners having an interest in such Security, type of Security or transaction shall have an interest (any such Partner having such an interest shall be referred to as an "Unrestricted Partner") shall have an interest and the Net Capital Appreciation and Net Capital Depreciation for each such memorandum account shall be separately calculated.

Sec. 3.6 **Loss Recovery Account.** There is established on the books of the Partnership for each Limited Partner a memorandum account (the "Loss Recovery Account"), the opening balance of which is zero. The General Partner's Incentive Allocation shall be subject to the amount of each Limited Partner's Loss Recovery Account from the preceding Incentive Allocation Period. At the end of each Incentive Allocation Period, the balance in each Limited Partner's Loss Recovery Account is adjusted as follows: (i) an amount equal to any Aggregate Overall Depreciation with respect to such Limited Partner during such Incentive Allocation Period is credited to such Limited Partner's Loss Recovery Account; or (ii) an amount equal to any Aggregate Overall Appreciation with respect to such Limited Partner during such Incentive Allocation Period, before any Incentive Allocation to the General Partner, is debited to and reduces any unrecovered balance in such Limited Partner's Loss Recovery Account, but not beyond zero. No Incentive Allocation is allocable from a Limited Partner's Capital Account unless and until such Limited Partner's Loss Recovery Account is at zero. The Aggregate Net Increase upon which the calculation of the Incentive Allocation is based is deemed reduced by the amount, if any, of such Limited Partner's Loss Recovery Account. Furthermore, for purposes of adjusting a Limited Partner's Loss Recovery Account, any Management Fees paid or accrued with respect to a Limited Partner during an Incentive Allocation Period shall increase the amount of Aggregate Overall Depreciation credited to such Limited Partner's Loss Recovery Account or decrease the amount of Aggregate Overall Appreciation debited to such Limited Partner's Loss Recovery Account, as the case may be. There will be a separate Loss Recovery Account maintained for each capital contribution made by a Limited Partner.

In the event that a Limited Partner with an unrecovered balance in its Loss Recovery Account withdraws all or a portion of its Capital Account, the unrecovered balance in such Limited Partner's Loss Recovery Account is reduced as of the beginning of the next Incentive Allocation Period by an amount equal to the product obtained by multiplying the balance in such Limited Partner's Loss Recovery Account by a fraction, the numerator of which is the amount of such withdrawal made or distribution received by such Limited Partner and the denominator of which is the aggregate balance in such Limited Partner's Capital Account on the last day of the prior Incentive Allocation Period (prior to such withdrawal made by or distribution to the Limited Partner). Additional capital contributions will not affect any Limited Partner's Loss Recovery Account.

Sec. 3.7 **Valuation of Capital; Temporary Suspension of Dealings and Determination of Net Asset Value.**

(a) The Partnership's Net Asset Value is calculated by the Administrator on a monthly basis as of the close of the last Business Day of each calendar month or at such other time as the General Partner determines in its sole discretion (each a "Valuation Date") as follows:

(i) Securities, other than options and warrants, that are listed or admitted to trading on one or more securities exchanges or similar electronic system, will be valued at the settlement price as of the close of business of the regular trading session on the primary exchange on which such securities trade on the relevant Valuation Date. Securities that are not listed or admitted to trading on an exchange or similar electronic system, including, without limitation, "Brady Bonds," will be valued at the mean between the bid and asked prices provided by several dealers whom the Investment Manager (or an affiliate), acting in good faith, determines to be reputable dealers;

(ii) Options and warrants that are listed or admitted to trading on one or more exchanges or similar electronic system will be valued at the mean between the "bid" and "asked" prices as at the relevant Valuation Date. Options and warrants that are not listed or admitted to trading on an exchange or similar electronic system will be valued at the mean between the bid and asked prices provided by several dealers whom the Investment Manager (or an affiliate), acting in good faith, determines to be reputable dealers. The Investment Manager (or an affiliate), acting in good faith, may also value options and warrants according to a valuation model or volatility formula based on volatility levels provided by dealers deemed to be reputable by the Investment Manager (or an affiliate);

(iii) Futures contracts and options thereon, which are traded on commodities exchanges, will be valued at their settlement value as of the close of such exchanges;

(iv) All other securities and all property other than securities will be valued at fair value as reasonably determined by the Investment Manager or its designee. Securities or other property that is subject to any restriction will be valued by the Investment Manager or its designee taking into account such restriction;

(v) In the event the Investment Manager deems any of the foregoing valuation methods to be inadequately representative of an asset's value, the Investment Manager, acting in good faith and a commercially reasonable manner, may assign to such asset an alternate value. Furthermore, all assets of the Partnership other than those described in the preceding five (5) paragraphs will be assigned such value as the Investment Manager (or such other party as may be designated by the Investment Manager), may reasonably determine in good faith. Independent appraisals may be conducted but are not required;

(vi) Liabilities will be determined using GAAP; and

(vii) All values assigned to securities and other assets and liabilities by the Investment Manager and/or any party designated by the Investment Manager to value the Partnership's assets (including the Administrator) shall be final and conclusive as to all of the Partners.

In determining the Partnership's Net Asset Value based upon the above parameters, the following shall be subtracted: (a) Management Fees, administration fees and other fees that have accrued, as of the date of computation, but are not yet paid; (b) an allowance for the cost of the Partnership's annual audit,

legal and other fees, (c) amortization of the Partnership's organizational and offering costs; and (d) any contingency for which reserves are determined to be appropriate. Net Asset Valuations are expressed in U.S. Dollars and any items denominated in other currencies are converted at prevailing exchange rates as determined by the Partnership. All debts, liabilities and Net Asset Valuations will be determined in accordance with GAAP unless otherwise determined by the General Partner (or such other party as may be designated by the General Partner in its sole discretion).

Fiscal year-end Net Asset Value calculations are audited by the Partnership's independent auditors and may be revised as a result of such audit. In no event shall the General Partner, the Investment Manager or any entity appointed by the General Partner and/or the Investment Manager to determine the Partnership's Net Asset Value, incur any individual liability or responsibility for any determination made or other action taken or omitted by them in the absence of gross negligence, willful default or fraud.

The Partnership's Net Asset Value may be suspended in certain circumstances; see Sec. 3.7(b) below.

(b) The General Partner may temporarily declare a suspension of the determination of the Partnership's Net Asset Value and/or sale, allotment, issue or withdrawal of Interests or the payment of withdrawal proceeds during any period when, in the opinion of the General Partner (after consultation with the Investment Manager):

(i) the disposal by the Partnership of assets that constitute a substantial portion of its assets is not feasible;

(ii) it is not possible to promptly transfer monies involved in the acquisition, disposition or realization of investments that constitute a material portion of the assets of the Partnership at normal rates of exchange;

(iii) proceeds of any sale or withdrawal of proceeds cannot be transmitted to or from the Partnership's account;

(iv) for any reason the prices of any investments that constitute a material portion of the assets of the Partnership cannot be reasonably, promptly or accurately ascertained;

(v) during any breakdown in the means of communication normally employed in the determining of Net Asset Value or the price or value of any investments held by the Partnership;

(vi) any recognized exchange or market in which the Partnership's investments are normally dealt or traded is closed (other than customary holiday or weekend closings), or when trading thereon is restricted or suspended;

(vii) any of the above circumstances apply to any Master Fund in which the Partnership invests; or

(viii) at any other time in the General Partner's sole discretion.

Sec. 3.8 **Allocation for Tax Purposes.** For each fiscal year, items of income, deduction, gain, loss or credit as determined for federal income tax purposes will be allocated among the Partners in such manner as to reflect amounts allocated to the Capital Accounts of the Partners under this Agreement.

Such allocation will be made pursuant to the principles of Sections 704(b) and 704(c) of the Internal Revenue Code of 1986, as amended (the "Code"), and in conformity with Regulations §§ 1.704-1(b)(2)(iv)(f) and 1.704-1(b)(4)(i) promulgated thereunder, or the successor provisions to such Section and Regulations. Notwithstanding anything to the contrary in this Agreement, there will be allocated to the Partners such gains or income as will be necessary to satisfy the "qualified income offset" requirements of Regulations § 1.704-1(b)(2)(ii)(d).

If the Partnership realizes gains and/or income (including short-term capital gains and/or ordinary income) or losses for federal income tax purposes for any fiscal year as of the end of which one or more Positive Basis Partners (as hereinafter defined) or Negative Basis Partners (as hereinafter defined) withdraw from the Partnership pursuant to Articles IV, V or VII, the General Partner may elect to allocate such gain and/or income or losses as follows: (i) to allocate such gains and/or income among such Positive Basis Partners, pro rata in proportion to the respective Positive Basis (as hereinafter defined) of each such Positive Basis Partner, until either the full amount of such gains and/or income shall have been so allocated or the Positive Basis of each such Positive Basis Partner shall have been eliminated, (ii) to allocate any gains and/or income not so allocated to Positive Basis Partners to the other Partners in such manner as shall equitably reflect the amounts credited to such Partners' Capital Accounts pursuant to Sec. 3.5, (iii) to allocate such losses among such Negative Basis Partners, pro rata in proportion to the respective Negative Basis (as hereinafter defined) of each such Negative Basis Partner, until either the full amount of such losses shall have been so allocated or the Negative Basis of each such Negative Basis Partner shall have been eliminated, and (iv) to allocate any losses not so allocated to Negative Basis Partners to the other Partners in such manner as shall equitably reflect the amounts credited to such Partners' Capital Accounts pursuant to Sec. 3.5.

As used herein, (i) the term "Positive Basis" shall mean, with respect to any Partner and as of any time of calculation, the amount by which its interest in the Partnership as of such time exceeds its "adjusted tax basis" for Federal income tax purposes, in its interest in the Partnership as of such time (determined without regard to any adjustments made to such "adjusted tax basis" by reason of any transfer or assignment of such interest, including by reason of death), (ii) the term "Positive Basis Partner" shall mean any Partner who withdraws from the Partnership and who has Positive Basis as of the effective date of its withdrawal, but such Partner shall cease to be a Positive Basis Partner at such time as it shall have received allocations pursuant to clause (i) of the preceding sentence equal to its Positive Basis as of the effective date of its withdrawal, (iii) the term "Negative Basis" shall mean, with respect to any Partner and as of any time of calculation, the amount by which its "adjusted tax basis" for Federal income tax purposes in its interest in the Partnership as of such time (determined without regard to any adjustments made to such "adjusted tax basis" by reason of any transfer or assignment of such interest, including by reason of death) exceeds its interest in the Partnership as of such time, and (iv) the term "Negative Basis Partner" shall mean any Partner who withdraws from the Partnership and who has Negative Basis as of the effective date of its withdrawal, but such Partner shall cease to be a Negative Basis Partner at such time as it shall have received allocations pursuant to clause (i) of the preceding sentence equal to its Negative Basis as of the effective date of its withdrawal.

Sec. 3.9 **Determination by the General Partner of Certain Matters.** All matters concerning the valuation of Securities and other assets and liabilities of the Partnership, the allocation of profits, gains and losses among the Partners, including taxes thereon, and accounting procedures not expressly provided for by the terms of this Agreement shall be determined or approved by the General Partner, whose determination or approval shall be final and conclusive as to all of the Partners.

Sec. 3.10 **Adjustments to Take Account of Interim Year Events.** If the Code or rules and/or regulations promulgated thereunder require a withholding of taxes or other adjustment of the

Capital Account of a Limited Partner or some other interim year event occurs necessitating in the General Partner's judgment an equitable adjustment, the General Partner shall make adjustments in the determination and allocation among the Limited Partners of Net Capital Appreciation, Net Capital Depreciation, Capital Accounts, Ownership Percentages, Incentive Allocations, any Management Fee, items of income, deduction, gain, loss, credit or withholding for tax purposes and accounting procedures or such other financial or tax items as shall equitably take into account such interim year event and applicable provisions of law, and the determination thereof by the General Partner shall be final and conclusive as to all of the Limited Partners.

Sec. 3.11 **New Issue Allocations; Anti-Spinning Rule.** (a) Subject to the following paragraph, the Partnership may directly or indirectly invest in "new issues" (generally defined in Financial Industry Regulatory Authority ("FINRA") Rule 5130, as the same may be amended, supplemented or replaced from time to time (the "FINRA 5130 Rule") as any initial public offering of an equity security). New issues may not be sold, except in limited circumstances, to an account in which a member or person affiliated with or related to a member of FINRA (or to certain other securities industry professionals/companies) has an interest. In the event the Partnership invests in "new issues," Partners who are "restricted persons" within the meaning of the FINRA 5130 Rule may be prohibited from participating in such "new issues" in whole or in part. Accordingly, to the extent that the Partnership purchases new issues, the Partnership will do so primarily, if not only, with the assets attributable to those Partners who are eligible to participate in "new issues." In addition, the General Partner may, in its sole discretion, make special allocations to prevent all or part of a Partner's Capital Account from participating in new issues so as to comply with the FINRA 5130 Rule.

(b) Notwithstanding the foregoing, the Partnership may be prohibited, in whole or in part, from receiving allocations of "new issues" based on FINRA Rule 5131 (the "FINRA 5131 Rule"). The FINRA Rule 5131 restricts FINRA members (i.e. broker-dealers) from allocating new issues to any "account" (i.e. the Partnership) in which an executive officer or director of a public company or a covered non-public company[1], or a person materially supported[2] by such executive officer or director, has a beneficial interest, if one of the three (3) following conditions are met: (1) the executive officer or director's company must also either be a current or former (within the past twelve (12) months) investment banking services client of the member; (2) the person making the allocation decision on behalf of the FINRA member knows or has reason to know that the member intends to provide investment banking services for the company within the next three (3) months; or (3) on the express or implied condition that the executive officer or director will retain the FINRA member for the performance of future investment banking services. However, the FINRA 5131 Rule provides a de minimis exception and expressly permits allocation of new issues to any account in which the executive officers and directors of that particular company do not receive, in the aggregate, more than twenty-five percent (25%) in the aggregate of such allocation. As such, the General Partner may, in its sole discretion, make special allocations to prevent all or part of any Partner's Capital Account from participating in new issues so as to comply with the FINRA 5131 Rule.

Sec. 3.12 **Organizational Expenses.** The Partnership has incurred and will incur certain organizational costs, some or all of which have been, and may in the future be, advanced by the General

[1] A "covered non-public company" refers to any non-public company that satisfies one of the following three criteria: "(i) income of at least $1 million in the last fiscal year or in two of the last three fiscal years and shareholders' equity of at least $15 million; (ii) shareholders' equity of at least $30 million and a two-year operating history; or (iii) total assets and total revenue of at least $75 million in the latest fiscal year or in two of the last three fiscal years."

[2] "Material support" means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Persons living in the same household are deemed to be providing each other with material support.

Partner, the Investment Manager and/or their affiliates and, except as otherwise set forth below, are subject to reimbursement. Notwithstanding the foregoing, the Partnership's obligation to pay for organizational expenses will be capped at $100,000. Any organizational expenses over $100,000 will be borne by the General Partner and/or the Investment Manager without reimbursement by the Partnership. The Partnership will treat its organizational costs and expenses in accordance with GAAP, although the General Partner may elect to modify the treatment of such costs and expenses to accommodate the practical needs of the Partnership, including, without limitation, by amortizing such organizational costs and expenses over a period of sixty (60) months. To the extent this results in a qualified audit opinion, the General Partner may elect to expense such costs as incurred. In the event the Partnership amortizes such expenses and terminates its operations before such expenses are fully amortized, the unamortized portion of such fees shall be accelerated and will be debited against the Partnership's Net Asset Value, thereby decreasing amounts otherwise available for distribution to Partners.

Sec. 3.13 **Ongoing Expenses**. The Partnership shall be responsible for all of the ordinary and necessary expenses of its operation including, without limitation, brokerage commissions, investment-related due diligence and related costs, research expenses, legal and auditing expenses, accounting, fund administration (as applicable), indemnification obligations, investment-related consultants and other service provider expenses, custody fees and expenses, its pro rata share of Master Fund costs (if any), insurance premiums of the Partnership, the General Partner and/or the Investment Manager (including insurance premiums with respect to any of their principals, partners and officers), costs and expenses for regulatory filings (and preparation of such filings) related to the Partnership, expenses incurred with respect to the preparation of annual reports and other financial information, and other ongoing operational expenses directly related to the Partnership. The Capital Accounts of all Partners will be charged accordingly. To the extent applicable, fees and expenses that are identifiable with a particular class of Interests, may, in the General Partner's sole discretion, be charged against that class in computing its Net Asset Value.

The General Partner, the Investment Manager and any affiliates retained by them will be reimbursed for out-of-pocket expenses incurred on behalf of the Partnership. Such reimbursable expenses shall not include any expense attributable to their provision of office personnel and space required for the performance of their services.

Each of the General Partner, the Investment Manager and/or any of their respective affiliates, in their sole discretion, may from time to time pay for or advance to the Partnership any of the organizational and ongoing expenses described in Sec. 3.12 or Sec. 3.13, respectively. The General Partner and the Investment Manager may elect to be reimbursed for such expenses or to waive their right to reimbursement for any such expenses at any time for any reason or no reason.

ARTICLE IV

Withdrawals, Distributions of Capital, Transfers

Sec. 4.1 **Withdrawals and Distributions in General.** No Limited Partner shall be entitled (i) to receive distributions from the Partnership, except as provided in Sec. 3.8 and Sec. 7.2; or (ii) to withdraw voluntarily any amount from its Capital Account other than upon its withdrawal from the Partnership as provided in Sec. 4.2. The Partnership's name and the goodwill associated therewith shall, as among the Partners, be deemed to have no value and the right to the name "Lavien" (and any similar name or derivation thereof) shall belong to the General Partner (or an Affiliate thereof), which hereby grants to the Partnership a non-exclusive, world-wide, royalty-free right to use such name for as long as the General Partner serves as the Partnership's general partner. No Limited Partner shall have any right or claim individually or collectively to the use thereof.

Sec. 4.2 **Withdrawals.**

(a) Subject to the Early Withdrawal Fee (as defined in Sec. 4.2(b) below) and except as otherwise set forth herein, Limited Partners have the right, upon at least sixty (60) days' prior written notice to the General Partner or its designee, to request partial or total withdrawals from their Capital Accounts as of the last Business Day of each calendar month or at such other times as the General Partner determines in its sole discretion (each, a "Withdrawal Date"). The withdrawal amount shall be calculated based upon the Partnership's Net Asset Value on the corresponding Withdrawal Date. The General Partner may shorten the notice period on a case by case basis in its sole discretion. In addition, the General Partner may extend the duration of the withdrawal notice period if the General Partner deems such an extension as being in the best interest of the Partnership and the Limited Partners as a whole. A withdrawal notice, once made, may not be cancelled without the General Partner's written consent to such cancellation.

When withdrawals are made, Incentive Allocations that have been accrued as of the date of withdrawal will be calculated and deducted from the withdrawal proceeds.

(b) Notwithstanding the foregoing, Limited Partners who withdraw a capital contribution prior to holding such capital contribution for twelve (12) consecutive months will be subject to an early withdrawal fee payable to the Partnership equal to two percent (2%) of the amount being withdrawn (the "Early Withdrawal Fee"). The General Partner may waive or reduce the Early Withdrawal Fee (by rebate or otherwise) in its sole discretion on a case-by-case basis.

(c) Subject to the General Partner's right to establish reserves for estimated accrued expenses, liabilities and/or contingencies and except as otherwise provided herein, approximately ninety percent (90%) of the amount being withdrawn will generally be paid to the withdrawing Limited Partner approximately thirty (30) days following the applicable Withdrawal Date, with the balance being payable as soon as practicable following the completion of the Partnership's year-end audit for such year. A Limited Partner shall not be entitled to interest on the amount of any retained withdrawal payment.

(d) The Partnership, in the General Partner's sole discretion, may settle any given withdrawal, in whole or in part, in kind. In addition, in circumstances where the Partnership is unable to liquidate securities positions in an orderly manner in order to fund withdrawals, or where the value of the net assets and liabilities of the Partnership cannot reasonably be determined, the Partnership may take longer than

the aforementioned time periods to effect settlements of withdrawals and/or the General Partner may suspend withdrawals or establish a liquidating trust, special purpose vehicle, or similar mechanism, for the purpose of holding any illiquid investments or may establish side pockets (in the form of a sub-account with respect to each Limited Partner's Capital Account) to hold such illiquid investments from which withdrawals may not be made until the General Partner determines such investments are no longer illiquid.

(e) The General Partner reserves the right to suspend the calculation of the Partnership's Net Asset Value or any class Net Asset Value (see Sec. 3.7(b) hereof) and/or to suspend (in whole or in part) or limit the rights of Limited Partners to withdraw from the Partnership, to receive withdrawal payments and/or to make capital contributions, upon the occurrence of an event that may result in dissolution of the Partnership or otherwise in the General Partner's sole discretion. The Partnership may withhold a portion of any proceeds of withdrawals if necessary to comply with applicable regulatory requirements.

(f) The General Partner has the right to require a compulsory withdrawal of all or part of a Limited Partner's Capital Account in the Partnership at any time for any or no reason (including without limitation, the General Partner's determination, in its sole discretion, that such Limited Partner's holding of an interest in the Partnership could result in the assets of the Partnership being considered "plan assets" for purposes of ERISA), without prior written notice to the Limited Partner.

(g) The General Partner may make withdrawals of its Incentive Allocation and withdrawals to pay its taxes, the Investment Manager's taxes and/or the operational expenses of the General Partner and/or the Investment Manager, from its Capital Accounts at any time without notice to the Limited Partners. The General Partner will promptly provide notice to the Limited Partners of any other withdrawals that it has made. In addition, the General Partner may withdraw from the Partnership as general partner at any time upon notice to the Limited Partners.

(h) Notwithstanding any provision of this Agreement to the contrary, the General Partner shall withhold and pay over to the Internal Revenue Service, pursuant to Sections 1441, 1445 and 1446 and any other withholding tax provisions of the Code, or any successor provision, at such times as required by such Section, such amounts as the Partnership is required to withhold under such Sections, as from time to time in effect, on account of each Non-U.S. Partner's distributive share of the Partnership's items of gross income which are subject to withholding tax pursuant to such Section. To the extent that a Non-U.S. Partner claims to be entitled to a reduced rate of, or exemption from, U.S withholding tax pursuant to an applicable income tax treaty, or otherwise, the Non-U.S. Partner shall furnish the General Partner with such information and forms as they may require and are necessary to comply with the regulations governing the obligations of withholding tax agents. Each Non-U.S. Partner represents and warrants that any such information and forms furnished by it shall be true and accurate, and agrees to indemnify the Partnership and each of the Partners from any and all damages, costs and expenses resulting from the filing of inaccurate or incomplete information or forms relating to such withholding taxes. Any amount of withholding taxes withheld and paid over by the General Partner with respect to a Non-U.S. Partner's distributive share of the Partnership's gross income shall be treated as a distribution to such Non-U.S. Partner and shall be charged against the Capital Account of such Non-U.S. Partner.

(i) Any Limited Partner who has submitted a withdrawal request to the Partnership in accordance with the provisions of this Article (whether or not such request has been accepted) may, in the General Partner's sole discretion, have any such withdrawal suspended in the event the decision to terminate the Partnership has been made pursuant to ARTICLE VII hereof prior to the Withdrawal Date relating to such withdrawal request.

Sec. 4.3 **Limitation on Withdrawals**. The right of any Limited Partner to withdraw any amount from its Capital Account, pursuant to the provisions of Sec. 4.2 is subject to the provision by the General Partner for all Partnership liabilities in accordance with the Act, and for reserves for estimated accrued expenses, liabilities and contingencies.

Sec. 4.4 **Effective Date of Withdrawal.** The Capital Account of a withdrawing Limited Partner shall be determined as of the effective date or dates of the withdrawal from such Limited Partner's Capital Account. The effective date of a Limited Partner's withdrawal with respect to a withdrawal required by the General Partner shall be the date determined by the General Partner. To the extent the effective date of a Limited Partner's withdrawal shall be other than the last Business Day of a calendar month, the Capital Account of the withdrawing Limited Partner shall be adjusted pursuant to Article III as if the effective date of such Limited Partner's withdrawal were the last day of the Accounting Period.

ARTICLE V

Withdrawal on Death, Disability, Etc.

Sec. 5.1 **Death, etc. of Limited Partners.**

(a) The withdrawal, death, disability, incompetency, termination, bankruptcy, insolvency or dissolution of a Limited Partner shall not dissolve the Partnership. The legal representatives of a Limited Partner shall succeed as assignee to the Limited Partner's interest in the Partnership upon the death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of a Limited Partner, but shall not be admitted as a substituted limited partner without the consent of the General Partner, which consent may be arbitrarily withheld.

(b) In the event of death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of a Limited Partner or the giving of notice of withdrawal by a Limited Partner, the interest of such Limited Partner shall continue at the risk of the Partnership's business until withdrawn pursuant to the terms of this Agreement or the earlier termination of the Partnership.

(c) The interest of a Limited Partner who gives notice of withdrawal pursuant to this Sec. 5.1 shall not be included in calculating the Ownership Percentages of the Limited Partners required to take any action under this Agreement.

Sec. 5.2 **Limitations on Withdrawal of Capital Account.** The right of any withdrawn Limited Partner or its legal representatives to have distributed the Capital Account of such Limited Partner pursuant to this Article V is subject to the provision by the General Partner for all Partnership liabilities in accordance with the Act, and for reserves for estimated accrued expenses, liabilities and contingencies, all as provided herein. The unused portion of any reserve shall be distributed after the General Partner has determined that the need therefor shall have ceased.

ARTICLE VI

Admission of New Limited Partners

Subject only to the condition that each new Limited Partner shall execute an appropriate supplement to this Agreement pursuant to which it agrees to be bound by the terms and provisions hereof, the General

Partner may admit new Limited Partners and permit Limited Partners to make additional capital contributions on a monthly basis as of the first Business Day of any calendar month, or at any other time as determined by the General Partner in its sole discretion. The General Partner has the right, in its sole and absolute discretion, to accept, or to decline to accept, any capital contribution, in whole or in part for any or no reason. The General Partner may modify the frequency of permitted admissions. Additionally, the General Partner may, in its sole discretion, "close" the Partnership at any time by refusing to (i) allow the admission of new Limited Partners and/or (ii) accept additional capital contributions by existing Limited Partners, without notice to the Limited Partners. Notwithstanding the foregoing, the General Partner may, at its sole discretion, reopen the Partnership as of any date.

ARTICLE VII

Dissolution and Winding up of Partnership

Sec. 7.1 **Dissolution.** The Partnership shall continue in perpetuity, unless dissolved, wound-up and terminated in accordance herewith. Without limiting the generality of the foregoing, the Partnership shall not be dissolved by the admission of any Partner, or by the withdrawal, resignation or removal of any Limited Partner from the Partnership. The Partnership shall be dissolved and its affairs wound up upon (and only upon) (i) the approval of the dissolution of the Partnership by the General Partner, (ii) Michael Huber's death, withdrawal from or termination as a managing member of the Investment Manager and the General Partner, or (iii) otherwise in accordance with applicable law.

Sec. 7.2 **Winding up.**

(a) Upon dissolution in accordance with Sec. 7.1 above:

(i) any withdrawal requests that have been submitted to the Partnership (whether or not such withdrawal requests have been accepted by the Partnership, the General Partner or any Affiliate or administrator appointed by the General Partner to handle withdrawals) as set forth in ARTICLE IV, unless partially paid, shall be deemed suspended in favor of the winding up process in which all remaining Partners (including Partners whose withdrawals have been suspended, as set forth in this Sec. 7.2(a)(i)) will be treated equitably;

(ii) the General Partner may either appoint:

(A) an unaffiliated third party or

(B) itself or one or more Affiliates,

to serve as liquidator to oversee the winding up process of the Partnership's affairs in an orderly manner.

(b) Upon the dissolution of the Partnership, the Partnership affairs shall be wound up by the General Partner (or any duly appointed liquidator, as the case may be) shall, within a reasonable time period after completion of a final audit of the Partnership's books and records, make distributions out of Partnership's net assets in the following manner and order:

(A) to creditors, including Partners or former Partners who are creditors (but expressly excluding Partners' interests in withdrawals that were

suspended under Sec. 7.2(a)(i) above or any other section of this Agreement), to the extent permitted by law, in satisfaction of liabilities of the Partnership (whether by payment or by establishment of reserves for provision of payment), with such liabilities to be paid by the Partnership, to the extent permitted by applicable law; and

(B) to the Partners in the proportion of the value of their respective Capital Accounts.

For purposes of distributing the assets of the Partnership upon dissolution, the General Partner shall be entitled to a return, on a pari passu basis with the Limited Partners, of the amount standing to its credit in its Capital Account.

(c) Notwithstanding the foregoing, upon dissolution of the Partnership, the General Partner and/or any liquidator of the Partnership, in its sole discretion, shall have the authority to place the Partnership's assets, or any portion thereof, in a trust or some other arrangement rather than distribute such assets, or any portion thereof, in accordance with the above. The investments therein and any proceeds from a disposition of such investments will be distributed to the Partners when appropriate, as determined by the General Partner and/or the liquidator in their sole and absolute discretion.

(d) The General Partner or any liquidator appointed in accordance with Sec. 7.2(a)(ii) above may, upon a decision to terminate of the Partnership, take any further action permitted by applicable law in furtherance of the orderly liquidation of the assets of the Partnership.

(e) The priorities identified among creditors in Section 7.2(b) are subject to applicable law and contractual rights or remedies of creditors of the Partnership in respect of liabilities owed to such creditors.

ARTICLE VIII

Tax Returns; Reports to Partners

Sec. 8.1 **Auditors.** Unless otherwise determined by the General Partner in its sole discretion, the books and records of the Partnership shall be audited in accordance with GAAP as of the end of each fiscal year of the Partnership by the Partnership's accountants or such other accountant as designated by the General Partner from time to time.

Sec. 8.2 **Filing of Tax Returns.** The General Partner shall prepare and file, or cause a suitable accounting firm to prepare and file, federal income tax and information returns in compliance with the Code and any required state and local income tax and information returns for each tax year of the Partnership. The General Partner shall have the authority to prepare and submit tax returns on behalf of the Partnership during the winding up process.

Sec. 8.3 **Reports to Partners.** As soon as practicable following completion of the audit provided for in Sec. 8.1, the Partnership intends to prepare and mail, or cause to be prepared and mailed, to each Limited Partner a financial report presented in accordance with GAAP, together with the report thereon submitted by the accountants selected by the General Partner, setting forth, as of the end of such fiscal year:

(a) a balance sheet of the Partnership, and

(b) a statement showing the Net Capital Appreciation or Net Capital Depreciation of the Partnership for such year.

Tax information, including, but not limited to a Form K-1, will be provided and shall set forth in sufficient detail such information as shall enable each Limited Partner, or former Partner, as necessary, to prepare its respective federal income tax returns in accordance with the laws, rules and regulations then prevailing. Costs incurred with respect to such reporting shall be treated as an expense of the Partnership. The Partnership makes no guarantee that such report will be received by Limited Partners by any particular time.

The General Partner reserves the right not to disclose its positions in all or some financial instruments, at its discretion.

Sec. 8.4 **Tax Matters Partner.** The General Partner shall at all times constitute, and have full powers and responsibilities as, the Tax Matters Partner of the Partnership for purposes of Section 6231(a)(7) of the Code. Each person (herein called a "Pass-Thru Partner") that holds or controls an interest as a Partner on behalf of, or for the benefit of another person or persons, or which Pass-Thru Partner is beneficially owned (directly or indirectly) by another person or persons shall, within thirty (30) days following receipt from the Tax Matters Partner of any notice, demand, request for information or similar document, convey such notice or other document in writing to all holders of beneficial interests in the Partnership holding such interests through such Pass-Thru Partner. In the event the Partnership shall be the subject of an income tax audit by any federal, state or local authority, to the extent the Partnership is treated as an entity for purposes of such audit, including administrative settlement and judicial review, the Tax Matters Partner shall be authorized to act for, and its decision shall be final and binding upon, the Partnership and each Partner thereof. All expenses incurred in connection with any such audit, investigation, settlement or review shall be borne by the Partnership.

ARTICLE IX

Miscellaneous

Sec. 9.1 **General.** This Agreement: (i) shall be binding on the executors, administrators, estates, heirs, and legal successors and representatives of the Partners; and (ii) may be executed through the use of separate signature pages or in any number of counterparts with the same effect as if the parties executing such counterparts had all executed one counterpart; provided, however, that each such counterpart shall have been executed by the General Partner and that the counterparts, in the aggregate, shall have been signed by all of the Partners.

Sec. 9.2 **Method of Distribution.** All distributions made pursuant to this Agreement shall be made in cash or in kind or both, as the General Partner, in its sole discretion, may determine.

Sec. 9.3 **Power of Attorney.** Each of the Partners hereby appoints the General Partner, and any director or officer of the General Partner, as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to and file:

(a) Certificate of Partnership of the Partnership and all amendments thereto as may be required under the Act, as amended from time to time;

(b) any amendment to this Agreement duly approved as provided in Sec. 9.4 or by operation of Sec. 9.5;

(c) any and all instruments, certificates, and other documents that may be deemed necessary or desirable to effect the winding-up and dissolution of the Partnership (including, but not limited to, Certificate of Cancellation of the Certificate of Limited Partnership of the Partnership); and

(d) any business certificate, fictitious name certificate, amendment thereto, or other instrument or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Partnership, or required by any applicable federal, state or local law.

The power of attorney hereby granted by each of the Partners is coupled with an interest, is irrevocable, and shall survive, and shall not be affected by, the subsequent death, disability, incompetency, termination, bankruptcy, insolvency or dissolution of such Partner.

Sec. 9.4 **Amendments to Agreement.** In accordance with Sec. 9.5, the terms and provisions of this Agreement may be modified or amended at any time with the written consent of Limited Partners having an aggregate Ownership Percentage in excess of fifty percent (50%) and the written consent of the General Partner, insofar as is consistent with the laws governing this Agreement; provided, however, that, without the consent of the Limited Partners, the General Partner may (i) amend the Partnership's records to reflect changes validly made in the membership of this Partnership and the Capital Contributions and Ownership Percentages of the Partners or (ii) amend or modify this Agreement (a) to form, qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct business, (b) to satisfy any requirements, conditions, guidelines, or options contained in any opinion, directive, order, ruling or regulation of the Securities and Exchange Commission, the Internal Revenue Service, Commodity Futures Trading Commission, National Futures Association, FINRA, or any other federal or state agency, or in any federal or state statute, compliance with which the General Partner deems to be in the best interest of the Partnership including, without limitation, any amendment or modification necessary to prevent the Partnership from in any manner being deemed to be an "Investment Company" subject to the provisions of the Investment Company Act of 1940, as amended, to ensure that the Partnership will not be treated as a corporation for federal income tax purposes, or to comply with provisions of the Investment Advisers Act of 1940, as amended, if necessary, (c) to change the name of the Partnership, (d) to create a new class or group of partnership interests that was not previously outstanding and to which there may attach financial terms and conditions that differ from those that attach to other such classes of interests provided that such additional classes of interests will not adversely affect the interests of the then current Limited Partners; (e) to make any change necessary to reflect (i) any change in the Act or (ii) the General Partner's or any of its affiliates' decision to register as an investment advisor under the Investment Advisers Act of 1940, as amended, or (f) to make any change that does not adversely affect the Limited Partners in any material respect or that is necessary or desirable to cure any ambiguity or correct or supplement any provision herein contained which may be incomplete or inconsistent with any other provision herein contained. Without the specific written consent of each Limited Partner affected thereby, no modification of or amendment to this Agreement shall (i) reduce the Capital Account of any Limited Partner or its rights of withdrawal with respect thereto; (ii) increase the amounts reallocated pursuant to Sec. 3.5(c) or paid pursuant to Sec. 2.3; or (iii) amend the rights of the Limited Partners under this Sec. 9.4.

Sec. 9.5 **Actions by Written Consent; Consent by Silence; Certain Consent.** All actions, votes or consents required or permitted to be taken by the Limited Partners will be taken by the written consent of Limited Partners holding in aggregate not less than the minimum Ownership Percentages specified herein as to the particular action, vote or consent. Notwithstanding the foregoing,

for purposes of obtaining any such consent as to any matter proposed by the General Partner, the General Partner may, in the notice seeking consent of Limited Partners, require a response within a specified period (which will not be less than fifteen days) and failure to give the General Partner written notice of opposition to the proposed action within that period will constitute a vote and consent to approve the proposed action. Except as otherwise expressly provided in the proposal for an action, that action will be effective immediately after the required signatures have been obtained or, if applicable, the expiration of the period within which responses were required, if that requirement was imposed and there were not votes cast against such action in the amount necessary to prevent the action from becoming effective.

Sec. 9.6 **Adjustment of Basis of Partnership Property.** In the event of a distribution of Partnership property to a Partner or an assignment or other transfer (including by reason of death) of all or part of the interest of a Partner in the Partnership, at the request of a Partner, the General Partner, in its discretion, may cause the Partnership to elect, pursuant to Section 754 of the Code, or the corresponding provision of subsequent law, to adjust the basis of the Partnership property as provided by Section 734 and 743 of the Code.

Sec. 9.7 **Choice of Law.** Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed under the laws of the State of Delaware without regard to conflict of laws principles.

Sec. 9.8 **Notices.** Each notice relating to this Agreement shall be in writing and delivered in person or by registered or certified mail or a recognized overnight courier or in electronic form as described below. All notices to the Partnership shall be addressed to its principal office and place of business. All notices addressed to a Partner shall be addressed to such Partner at the address set forth in the Schedule. Any Partner may designate a new address by notice to that effect given to the Partnership. Unless otherwise specifically provided in this Agreement, a notice shall be deemed to have been effectively given upon delivery when mailed by registered or certified mail or delivered by recognized overnight courier to the proper address or when delivered in person.

Notwithstanding the foregoing, the Partnership, the General Partner and/or other party on behalf of the Partnership, may provide to Limited Partners (and/or their designated agents) notices, statements, reports and other communications relating to the Partnership and/or the Limited Partners' investments in the Partnership, in electronic form, such as E-mail, in addition to or in lieu of sending such communications as hard copies as provided above. Notices and communications given by the Partnership, the General Partner and/or other person on the Partnership's behalf, in electronic form, such as E-mail, shall be deemed to have been given contemporaneously unless delivered on a day other than a Business Day in which case such notices shall be deemed to have been received as of the next Business Day.

Sec. 9.9 **Goodwill.** No value shall be placed on the name or good will of the Partnership, which shall belong exclusively to the General Partner.

Sec. 9.10 **Headings.** The Table of Contents, titles of the Articles and the headings of the Sections of this Agreement are for convenience of reference only, and are not to be considered in construing the terms and provisions of this Agreement.

Sec. 9.11 **Pronouns.** All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, firm or corporation may require in the context thereof.

Sec. 9.12 **Cross Reference to Specific Sections.** The cross references made in one or more sections of this Agreement to another section or other sections in this Agreement (rather than such cross references only containing a general cross reference to other sections such as "except as otherwise stated or provided herein") are intended only as a guide to assist in the expeditious reading, understanding and interpretation of this Agreement; and such cross references are not intended to be, nor shall they be construed to be, the sole and only means by which the applicable section or sections of the Agreement, taken in its entirety, is to be interpreted.

Sec. 9.13 **Counterparts.** This Agreement may be executed in counterparts (including facsimile counterparts) and all such counterparts, taken together, shall constitute valid signatures with respect to this Agreement.

Sec. 9.14 **Entire Agreement**. This Agreement constitutes and represents the entire Agreement between the parties hereto and supersedes any prior understandings or agreements, written or oral.

Sec. 9.15 **No Waiver**. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which is related and shall not be deemed to be a continuing or further waiver.

Sec. 9.16 **Jurisdiction**. For purposes of any claim arising under this Agreement, each of the parties hereto hereby submits to the non-exclusive jurisdiction of the courts of the State of Delaware and of the United States having jurisdiction in the State of Delaware, and agrees not to raise and waives any objection to or defense based upon the venue of any such court or based upon *forum non conveniens*. Each of the parties consents to service of process by personal service in any manner in which notice may be delivered hereunder in accordance with Sec. 9.8 above.

Sec. 9.17 **Interpretation.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Sec. 9.18 **Confidentiality.** Each Limited Partner hereby agrees that it shall not employ the General Partner's investment strategy or divulge to third parties, other than any such Limited Partner's legal and accounting advisors, the identity of any Security held by the Partnership (as discussed in Sec. 2.8 hereof) and the General Partner's trading strategy with respect to any positions in any such Limited Partner's Capital Account or Capital Accounts (as the case may be). Furthermore, each Limited Partner understands and agrees that it does not have the right to know the names or identities of the other Limited Partners.

Notwithstanding the foregoing, the Partnership, the General Partner, the Investment Manager and each Limited Partner (and any employee, representative or other agent of the Partnership, the General Partner, the Investment Manager, or any Limited Partner) may disclose to any and all persons, without limitation of any kind, the U.S. federal income tax treatment and tax structure of the transactions contemplated by the Memorandum. However, any such information relating to the U.S. federal income tax treatment or tax structure is required to be kept confidential to the extent necessary to comply with any applicable U.S. federal or state securities laws. For this purpose, tax treatment and tax structure shall not include (i) the identity of the Partnership, the General Partner, the Investment Manager, or any Limited Partner (or, in each case, any affiliate thereof), (ii) any investment or transaction entered into by the Partnership, the General Partner, the Investment Manager or any Limited Partner (or, in each case, any affiliate thereof), (iii) any performance information relating to the Partnership, the General Partner, the

Investment Manager or any Limited Partner (or in each case, any affiliate thereof), (iv) any performance or other information relating to previous funds or investments sponsored by the General Partner or the Investment Manager, or (v) other nonpublic business or financial information (including, without limitation, the amount of any fees, expenses, rates or payments) that is not relevant to an understanding of the U.S. tax treatment of the transactions contemplated by the Memorandum.

Sec. 9.19 **Partial Invalidity**. The invalidity of all or any part of any paragraph or subparagraph of this Agreement shall not render invalid the remainder of this Agreement or any such paragraph or subparagraph.

Sec. 9.20 **Side Letters**. Notwithstanding the other provisions of this Agreement, including Section 9.2, or of any subscription agreement and/or subscription documents, it is hereby acknowledged and agreed that the General Partner, on its own behalf and/or on behalf of the Partnership and without the approval of any Limited Partner or any other Person, may enter into a separate side letter or similar agreement to or with a Limited Partner or prospective Limited Partner that has the effect of establishing rights under, or altering or supplementing the terms of, this Agreement and/or of any subscription agreement and/or subscription documents. The parties hereto agree that any terms contained in a separate side letter or similar agreement to or with a Limited Partner or prospective Limited Partner shall govern with respect to such Limited Partner or prospective Limited Partner notwithstanding the provisions of this Agreement and/or of any subscription agreement and/or subscription documents.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first set forth above.

General Partner:

Lavien GP, LLC

By:_____
Name:
Title:

Limited Partners:

Each person who shall sign a Limited Partner Signature Page in the form attached in the Subscription Documents and who shall be accepted by the General Partner to the Partnership as a Limited Partner