

Execution Version

PALLADIUM EQUITY PARTNERS IV, L.P.

THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

DATED AS OF FEBRUARY 28, 2014

THE LIMITED PARTNERSHIP INTERESTS (THE "INTERESTS") OF PALLADIUM EQUITY PARTNERS IV, L.P. (THE "PARTNERSHIP") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH INTERESTS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THIS PARTNERSHIP AGREEMENT. THE INTERESTS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS PARTNERSHIP AGREEMENT. THEREFORE, PURCHASERS OF SUCH INTERESTS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

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- A Investment Guidelines
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THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

PALLADIUM EQUITY PARTNERS IV, L.P.

This THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this "Agreement") of Palladium Equity Partners IV, L.P., a Delaware limited partnership (the "Partnership"), is made as of this 28th day of February, 2014, by and among Palladium Equity Partners IV, L.L.C., a Delaware limited liability company, as general partner (the "General Partner"), and the parties listed in the books and records as limited partners of the Partnership, as limited partners.

WITNESSETH:

WHEREAS, the Partnership was formed pursuant to a Certificate of Limited Partnership, dated as of January 27, 2012, which was executed by the General Partner and filed for recordation in the office of the Secretary of State of the State of Delaware on February 1, 2012 and a Limited Partnership Agreement dated as of February 1, 2012 between the General Partner and the Initial Limited Partner (the "Original Agreement");

WHEREAS, the Original Agreement was amended and restated on June 30, 2012 (as so amended, the "Amended and Restated Agreement") to reflect, among other things, the withdrawal of the Initial Limited Partner and the admission of additional parties as limited partners of the Partnership;

WHEREAS, the Amended and Restated Agreement was amended and restated on February 8, 2013 (as so amended, the "Second Amended and Restated Agreement") pursuant to Section 11.3(a)(z) to make changes negotiated with Limited Partners admitted at a Subsequent Closing; and

WHEREAS, the Second Amended and Restated Agreement may be amended pursuant to Section 11.3(a)(z) to make changes negotiated with Limited Partners admitted at a Subsequent Closing so long as the changes do not materially adversely affect the rights and obligations of any existing Limited Partner and the amendment is not objected to by Limited Partners representing a Majority in Interest or more of the Commitments of the Combined Limited Partners within ten (10) Business Days of being given written notice thereof.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree to amend and restate the Second Amended and Restated Agreement in its entirety to read as follows:

ARTICLE I

Definitions

As used herein, the following terms shall have the following meanings:

1940 Act: The Investment Company Act of 1940, as amended, as the same may be further amended from time to time.

Act: The Delaware Revised Uniform Limited Partnership Act, 6 Del. Code § 17-101 et seq., as the same may be amended from time to time.

Advisers Act: As defined in Section 5.4(a).

Advisor: Palladium Capital Management IV, L.L.C., Delaware limited liability company and an Affiliate of the General Partner, and any successor or assignee thereof in accordance with the Advisory Agreement.

Advisory Agreement: The Advisory Agreement, dated as of the date hereof, between the Partnership and the Advisor, in the form attached hereto as Annex B.

Affiliate: With respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with such Person. For the avoidance of doubt, any Principal is an Affiliate of the General Partner and the Advisor so long as he or she remains actively involved in the business of the Partnership. Portfolio Companies and portfolio companies of the Predecessor Funds, such Predecessor Funds, and any successor funds, shall not be deemed Affiliates of the General Partner hereunder. For purposes of this definition, "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person through the ownership of voting securities, by contract or otherwise and shall include (i)(A) the ownership, control or power to vote 25% or more of any class of voting securities of such Person, and (B) the ownership or control of 25% or more of the total equity (including, for this purpose, subordinated debt of such Person if the investor in such Person with respect to which control is being determined owns subordinated debt) of such Person, in each case whether such ownership, control or power to vote is held directly or indirectly or through one or more other Persons, and (ii) control in any manner over the election of a majority of the directors, trustees or general partners (or individuals exercising similar functions) of such Person.

After-Tax Amount: An amount equal to (a) the amount of any Carried Interest distributed to the General Partner with respect to a Limited Partner, minus (b) the amount of income tax imposed on the General Partner and its direct and indirect owners with respect to allocations of taxable income related to such Carried Interest based on the Assumed Income Tax Rate (including taxes borne by the General Partner and its direct and indirect owners in respect of the sale of securities initially received in kind pursuant to Section 3.4(b) assuming such securities were sold immediately after such distributions in kind).

Aggregate Net Losses from Writedowns: As of any date and with respect to all Unrealized Portfolio Investments, the aggregate excess, if any, of the total Capital Contributions of all Partners to all Unrealized Portfolio Investments over the aggregate Fair Market Values of all Unrealized Portfolio Investments as of such date, including pursuant to Section 3.5(d).

Agreement: This Third Amended and Restated Limited Partnership Agreement, including annexes hereto, as the same may be amended, modified or supplemented from time to time.

Alternative Vehicle: As defined in Section 2.9(a).

Amended and Restated Agreement: As defined in the Recitals hereto.

Asking Price: As defined in Section 8.2(d).

Assignee: As defined in Section 8.2(a).

Assumed Income Tax Rate: The highest effective marginal combined Federal, state and local income tax rate for a Fiscal Year prescribed for an individual residing in New York City, New York (taking into account (a) the deductibility of state and local income taxes for Federal income tax purposes, (b) the character (e.g., long-term or short-term capital gain or ordinary or exempt) of the applicable income, and (c) for the avoidance of doubt, the rate of tax imposed under Section 1411 of the Code).

Benefit Plan Partner: Any Limited Partner that is an “employee benefit plan” within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA), a “plan” within the meaning of Section 4975(e)(1) of the Code (whether or not subject to Section 4975 of the Code), any Limited Partner investing the assets of any such “employee benefit plan” or “plan” or any Limited Partner that is an entity and represents (prior to such Limited Partner’s admission to the Partnership) that substantially all of the equity interests in such Limited Partner are owned by a Governmental Plan Partner.

BHC Act: The United States Bank Holding Company Act of 1956, as amended.

BHC Partner: As defined in Section 5.1(c).

Bridge Financing: Loan guarantees or Portfolio Investments that are intended to be of a temporary nature in equity or debt securities for the purpose of facilitating an investment in, or an acquisition of, a Portfolio Company, which, (a) when added to the amount of the permanent investment to be made by the Partnership in such Portfolio Company, may not exceed the lesser of (i) 35% of the aggregate Capital Commitments or (ii) the remaining Unpaid Capital Commitments as of the time of such Bridge Financing, (b) the General Partner (i) expects, at the time such Bridge Financing is made, will be repaid, refinanced or otherwise the subject of a Disposition within one year thereafter and (ii) designates as a Bridge Financing in the Payment Notice therefor, subject to final adjustment as to amount upon the closing of such Portfolio Investment, (c) shall not, when aggregated with all other Bridge Financings then outstanding, exceed 20% of

aggregate Capital Commitments and (d) shall not, with respect to any Portfolio Company, exceed 10% of the aggregate Capital Commitments. Bridge Financings that are not repaid, refinanced or otherwise the subject of a Disposition within one year thereafter will be treated as Portfolio Investments for all purposes hereunder.

Broken Deal Expenses: All out-of-pocket costs and expenses, if any, incurred with respect to the Partnership in developing, negotiating and structuring prospective or potential Portfolio Investments that are not ultimately made, including without limitation any legal, accounting, advisory, financing and consulting costs and expenses in connection therewith.

Business Day: A day which is not a Saturday, Sunday or a day on which banks in New York City are authorized or required by law to close.

Capital Account: As defined in Section 10.1.

Capital Commitment: As to any Partner, the amount set forth in its Subscription Agreement and as reflected in the books and records of the Partnership as its Capital Commitment, as such amount may be adjusted from time to time pursuant to Section 3.3, Section 8.6, Section 8.7 or otherwise pursuant to this Agreement.

Capital Contribution: As to any Partner at any time, the aggregate amount of capital actually contributed (or deemed contributed pursuant to Section 3.4(g)) to the Partnership by such Partner pursuant to Section 3.1(a) or Section 3.3(b) on or prior to such time (including for purposes of determining "Realized Capital and Costs" and "Unpaid Capital Commitments"), and, where the context requires, by such Partner to an Alternative Vehicle. While a Direct Payment is not actually a Capital Contribution, as a matter of administrative convenience Direct Payments shall be accounted for as though they are Capital Contributions for all purposes under this Agreement and the Advisory Agreement.

Capital Under Management: As defined in Section 3(a) of the Advisory Agreement.

Carried Interest: All amounts distributed to the General Partner pursuant to Sections 3.5(a)(iii), 3.5(a)(iv) and 3.6.

Carrying Value: With respect to any Partnership asset, the asset's adjusted basis for Federal income tax purposes, except that the Carrying Values of all Partnership assets may be adjusted to equal their respective Fair Market Values (as determined by the General Partner), in accordance with the rules set forth in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, immediately prior to: (a) the date of the acquisition of any additional Partnership Interest by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (b) the date of the distribution of more than a de minimis amount of Partnership property (other than a pro rata distribution) to a Partner; or (c) any other date specified by Treasury Regulations; provided, that adjustments pursuant to clauses (a), (b) and (c) above shall be made only if

the General Partner determines in its sole discretion that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners. The Carrying Value of any Partnership asset distributed to any Partner shall be adjusted immediately prior to such distribution to equal its Fair Market Value. In the case of any asset that has a Carrying Value that differs from its adjusted tax basis, Carrying Value shall be adjusted by the amount of depreciation calculated for purposes of the definition of "Profits and Losses" rather than the amount of depreciation determined for Federal income tax purposes.

Cause Event: (i) a finding by a court of competent jurisdiction that the General Partner, the general partner of any Parallel Fund or any SBIC Fund, or the investment advisor to the Partnership, including the Advisor, any Parallel Fund or any SBIC Fund or a Principal has committed a felony, has materially violated United States securities laws or has engaged in conduct that constitutes fraud, bad faith, a material breach of this Agreement or the Advisory Agreement by the General Partner or Advisor, or the limited partnership (or similar) agreement of, or the advisory agreement in respect of, the Partnership, any Parallel Fund or any SBIC Fund by the applicable general partner or the applicable investment advisor, respectively, or willful misconduct, or a breach by the General Partner or the Advisor of its fiduciary duties, (ii) a plea of guilty (or its procedural equivalent) or an admission of liability by the General Partner, the general partner of any Parallel Fund or any SBIC Fund, or the investment advisor to the Partnership, including the Advisor, any Parallel Fund or any SBIC Fund or a Principal with respect to the acts described in clause (i), or (iii) the entering of a permanent injunction or other final order with regard to the Partnership, any Parallel Fund or any SBIC Fund, or any of their respective general partners, or investment advisors or a Principal, which prevents them from performing their respective obligations hereunder or under the limited partnership (or similar) agreement of, or the advisory agreement in respect of, the Partnership, any Parallel Fund or any SBIC Fund, or which prohibits the Partnership from engaging in its investment activities as described in the applicable Person's organizational documents; provided, that no Cause Event shall be deemed to have occurred if the Cause Event occurs solely with respect to such Principal (and not with respect to the General Partner, Advisor or general partner or advisor of any Parallel Funds or the SBIC Fund) and such Principal has been promptly terminated by the General Partner, Advisor (or, if applicable, the general partner and investment advisor of any Parallel Funds and any SBIC Fund) as an employee thereof after discovery of the Cause Event; provided, further, that the General Partner shall use commercially reasonable efforts to recover on behalf of the Partnership any direct financial damages to the Partnership resulting from such Cause Event with respect to such Principal. The General Partner shall notify the Limited Partners of a Cause Event promptly upon becoming aware of such Cause Event.

Certificate: The Certificate of Limited Partnership of the Partnership, dated as of January 27, 2012 which was executed by the General Partner and filed in the office of the Secretary of State of the State of Delaware on February 1, 2012 and all subsequent amendments thereto and restatements thereof.

Clawback Amount: The clawback amounts required to be repaid pursuant to Sections 3.5(f) and 9.4 hereof.

Clawback Determination Date: As defined in Section 9.4

Closing: The initial closing of Capital Commitments to the Partnership occurring on the Closing Date.

Closing Date: June 30, 2012.

Code: The Internal Revenue Code of 1986, as the same may be amended from time to time.

Combined Limited Partner: Any Limited Partner in the Partnership or limited partner (or similar investor) in a Parallel Fund.

Commitment Period: The period commencing on the Closing Date and ending on the earliest of (x) the Expiration Date and (y) the fifth anniversary of the Final Closing Date.

Competing Fund: As defined in Section 4.6(a).

Corporation: A corporation or other entity that is taxable under Subchapter C of the Code formed for the purpose of being a limited partner in a UBTI Partnership or an ECI Partnership.

Cumulative Net Distributions: With respect to any Limited Partner, the excess of (i) cumulative distributions to such Limited Partner of Investment Proceeds (including deemed distributions pursuant to Section 3.4(g)) minus (ii) such Limited Partner's Realized Capital and Costs.

Current Income: Income from Portfolio Investments other than Disposition Proceeds, net of Partnership Expenses and reserves therefor which are allocated to such income in accordance with Section 6.3(b).

Deemed Contribution Amount: With respect to each Portfolio Investment, an amount equal to the product of (x) the Deemed Contribution Percentage and (y) the aggregate Capital Contributions required to be made in respect of such Portfolio Investment.

Deemed Contribution Earnings: As of any date, an amount equal to the Temporary Investment Income earned in respect of aggregate Deemed Contribution Amounts, through such date and prior to their investment.

Deemed Contribution Entity: Palladium Equity Partners IV, L.L.C., a Delaware limited liability company and an Affiliate of the Advisor or any Affiliate of the Advisor designated as such by the Advisor.

Deemed Contribution Percentage: A percentage to be identified to the Limited Partners by the General Partner in writing no later than the Initial Investment Date; provided, that the Deemed Contribution Percentage shall not exceed 1% of the aggregate Capital Commitments and commitments to Parallel Funds.

Deemed Contributions: Any Capital Contribution in respect of Deemed Contribution Amounts.

Defaulting Limited Partner: As defined in Section 8.3(b).

Direct Payments: As defined in Section 3.1(b).

Disabling Event: The General Partner ceasing to be the general partner of the Partnership pursuant to Section 17-402 of the Act other than as permitted by Section 8.1(a).

Disposition: The sale, exchange, redemption, repayment, repurchase or other disposition by the Partnership of all or any portion of a Portfolio Investment for cash or for Marketable Securities which can be and are distributed to the Partners pursuant to Section 3.4(b) and shall include the receipt by the Partnership of a liquidating dividend, distribution upon a sale of all or substantially all of the assets of a Portfolio Company or other like distribution for cash or for Marketable Securities on such Portfolio Investment or any portion thereof which can be and are distributed to the Partners pursuant to Section 3.4(b) and shall also include the distribution in kind to the Partners of all or any portion of such Portfolio Investment as permitted hereby. A Disposition shall be deemed to include a Portfolio Investment that is deemed to be worth zero (in accordance with Section 4.7). The General Partner shall determine in good faith whether and to what extent a Disposition has occurred as a result of the refinancing of a Portfolio Investment. Upon termination of the Partnership, such Dispositions may also include a distribution of restricted securities and other assets of the Partnership which shall be valued in accordance with Section 4.7(c).

Disposition Proceeds: All amounts received (or then held in the case of certain in kind distributions of Portfolio Investments) by the Partnership upon the Disposition of a Portfolio Investment, net of Partnership Expenses and reserves for Partnership Expenses which are allocated thereto in accordance with Section 6.3(b).

Dissolution Sale: All sales and liquidations by or on behalf of the Partnership of its assets in connection with or in contemplation of the winding-up of the Partnership.

ECI: Items of income realized by the Partnership effectively connected with the conduct of a United States trade or business or otherwise subject to regular United States Federal income taxation on a net basis, other than any such income which arises as a result of, or with respect to, (a) those connections which are taken into account in determining Excluded Taxes and (b) the operation of Section 4 of the Advisory Agreement.

ECI Investment: Any Portfolio Investment in any entity that is (i) treated as a pass-through for United States Federal income tax purposes and that the General Partner determines in good faith is reasonably likely to generate ECI or (ii) a “United States real property holding corporation” within the meaning of Section 897 (c)(2) of the Code.

ECI Partnership: An Alternative Vehicle formed pursuant to Section 2.9 to make an ECI Investment.

ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time.

ERISA Partner: Any Limited Partner that is a “benefit plan investor” within the meaning of Section 3(42) of ERISA.

Escrow Account: As defined in Section 3.7.

Event of Dissolution: As defined in Section 9.1.

Excess 20% Amount: As defined in Section 3.5(f).

Excess Final Clawback Amount: As defined in Section 9.4(a).

Excess Interim Clawback Amount: As defined in Section 3.5(f).

Excluded Taxes: Any taxes imposed as a result of any present, future or former connection between a Limited Partner and the United States (including without limitation (a) taxes imposed as a result of the status of a Limited Partner as a United States person under the Code, (b) taxes imposed as a result of any trade or business activities in the United States of a Limited Partner or as a result of any permanent establishment of the Limited Partner in the United States, (c) investments in any entity treated as a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code or (d) taxes imposed on a direct or indirect shareholder of a Limited Partner, where such Limited Partner is a controlled foreign corporation, passive foreign investment company or similar entity), other than a connection resulting solely from any of the transactions contemplated by this Agreement.

Expiration Date: The sixth anniversary of the Closing Date.

Fair Market Value: The value of the Portfolio Investments, determined as provided in Section 4.7.

F.C.C.: The United States Federal Communications Commission.

F.C.C. Rules: As defined in Section 2.9(c).

Final Clawback Amount: As defined in Section 9.4.

Final Closing Date: June 30, 2014.

Final Distribution: The distribution described in Section 9.3.

Financial Services Business: A business that is classified as (i) a U.S. bank, (ii) a U.S. thrift (i.e., savings bank or savings and loan association), (iii) a U.S. commercial lending company (e.g., a company organized under Article XII of the New York Banking Law), (iv) an Edge Act corporation or similar Agreement corporation, (v) a foreign bank with a branch or agency in the United States, (vi) any company engaged in any activity that is financial in nature within the meaning of Section 4(k) of the BHC Act and regulations, orders and interpretations of the U.S. Federal Reserve Board thereunder, (vii) any foreign bank, or (viii) other company owning more than 5% of any class of voting securities, or 25% or more of the total equity (including subordinated debt), in (or otherwise controlling) any of the entities described in (i) through (vii) above.

Fiscal Quarter: The calendar quarter or, in the case of the first fiscal quarter of the Partnership, the period commencing on the Closing Date and ending on September 30, 2012, and in the case of the last fiscal quarter of the Partnership, ending on the date on which the winding up of the Partnership is completed, as the case may be.

Fiscal Year: As defined in Section 2.7.

Follow-On Investment: A Portfolio Investment in an existing Portfolio Company.

Follow-Up Investment: Any Portfolio Investment in which on or prior to the end of the Commitment Period the Partnership has entered into a definitive agreement to invest or has otherwise contractually committed thereto.

General Partner: Palladium Equity Partners IV, L.L.C., a Delaware limited liability company, and any general partner substituted therefor in accordance with this Agreement.

General Partner Expenses: As defined in Section 6.1.

General Partner's Appraised Value: As defined in Section 8.1(c).

Governmental Plan Partner: Any Limited Partner that is a "governmental plan" as defined in Section 3(32) of ERISA.

Indemnatee: As defined in Section 4.3(a).

Initial Investment Date: The closing date of the Partnership's first Portfolio Investment.

Initial Payment Date: As defined in Section 3.1(c)(v).

Interest: The entire limited partnership interest owned by a Limited Partner in the Partnership at any particular time, including the right of such Limited Partner to any and all benefits to which a Limited Partner may be entitled as provided in this Agreement,

together with the obligations of such Limited Partner to comply with all the terms and provisions of this Agreement.

Interim Clawback Amount: As defined in Section 3.5(f).

Interim Clawback Determination Date: As defined in Section 3.5(f).

Intermediate Entity: As defined in Section 2.9.

Investment Guidelines: The investment objectives and policies set forth in Annex A.

Investment Proceeds: Current Income and Disposition Proceeds (including proceeds from Bridge Financings not repaid, refinanced or otherwise disposed of within 12 months after such investments were made).

Key Man Event: If (i) Marcos A. Rodriguez or David Perez or (ii) any two of Alex Ventosa, Luis Zaldivar and Erik A. Scott cease to devote substantially all of their business time to the General Partner and its Affiliates, including activities relating to the Partnership, the SBIC Fund, the Predecessor Funds and any successor funds permitted to be formed hereunder. Prior to the occurrence of a Key Man Event, the General Partner may specifically replace any person referred to in the sentence above so long as written notice of such replacement is sent to the LP Advisory Committee at least ten (10) Business Days prior to its effectiveness, and such replacement is not objected to in writing by three or more members of the LP Advisory Committee during such ten (10) Business Day period; provided, that if such replacement is objected to in writing by three or more members of the LP Advisory Committee during such ten (10) Business Day period, then such replacement referred to in the sentence above shall only be permitted with the approval of the LP Advisory Committee.

Limited Partners: The Persons listed from time to time on the books and records of the Partnership as limited partners of the Partnership, including any Person who has been admitted to the Partnership as a substituted or additional Limited Partner in accordance with this Agreement, in each case for so long as they remain a limited partner of the Partnership.

Limited Partner's Appraised Value: As defined in Section 8.6(c).

Liquidating Trustee: As defined in Section 9.2.

LP Advisory Committee: As defined in Section 5.4(a).

Majority (or other specified percentage) in Interest: A "Majority in Interest" of the Limited Partners (or Combined Limited Partners, as applicable) means, at any time, the Limited Partners (or Combined Limited Partners, as applicable) holding a majority of the total Interests then entitled to vote in the Partnership (or in the Partnership and any Parallel Fund, in the case of the Combined Limited Partners), as determined on the basis of Capital Commitments (and capital commitments to any Parallel Fund, in the case of

the Combined Limited Partners, as applicable), except as provided in Section 5.1(c) and which in no way shall include any Defaulting Limited Partner as provided in Section 8.3(c). Any other specified percentage in Interest of the Limited Partners (or Combined Limited Partners, as applicable) means, at any time, the Limited Partners (or Combined Limited Partners, as applicable) holding the specified percentage of the total Interests then entitled to vote in the Partnership (or in the Partnership and any Parallel Fund, in the case of the Combined Limited Partners), as determined on the basis of Capital Commitments (or Capital Commitments to any Parallel Fund, in the case of the Combined Limited Partners, as applicable), except as provided in Section 5.1(c).

Management Fee: The management fee payable by the Partnership (or deemed paid by the Partnership as provided herein) to the Advisor in accordance with the Advisory Agreement.

Management Fee Payment Date: The Initial Payment Date, and thereafter, each April 1, July 1, October 1 and January 1.

Marketable Securities: Securities that are traded on an established United States, Canadian, or European Union securities exchange or reported through the National Association of Securities Dealers, Inc. Automated Quotation System or comparable Canadian or European Union established over-the-counter trading system; provided, that any such securities shall be deemed Marketable Securities only if they are freely tradeable under applicable securities laws. "Freely tradeable" for this purpose shall mean securities that either are (A) transferable by a Limited Partner pursuant to a then effective registration statement under the Securities Act (or similar applicable statutory provision in the case of foreign securities), or (B) transferable by the Limited Partners who are not Affiliates of the General Partner pursuant to Rule 144 within any three-month period without any volume limitations on such Limited Partner's ability to sell such securities under the Securities Act or any successor rule thereto (or similar applicable rule in the case of foreign securities); provided, that solely in connection with a Stock Election, freely tradeable may include Marketable Securities that are subject to temporary restrictions on transfer due to any underwriter's or similar lock-up due to the sale of marketable securities to fund the cash portion of a Disposition of the related Portfolio Investment; provided, further, that the General Partner may hold such Marketable Securities and/or the certificates relating to such securities (in the Partnership or outside of the Partnership for the benefit of such Partners) until the end of such lock-up period (although such Marketable Securities shall be deemed distributed to the Partners for all purposes hereof) to the extent notice to that effect has been given to the Limited Partner.

Media Company: Means (a) a broadcast radio or television station, a cable television system, (b) a "daily newspaper" (as such term is defined in Section 73.3555 of the F.C.C.'s rules and regulations, as the same may be amended from time to time), (c) any communications facility operated pursuant to a license granted by the F.C.C. and subject to the provisions of Section 310(b) of the Communications Act of 1934, as amended or (d) any other business that is subject to F.C.C. regulations under which the ownership of the Partnership in such entity may be attributed to a Limited Partner or

under which the ownership of a Limited Partner in another business may be subject to limitation or restriction as a result of the ownership of the Partnership in such entity.

Nonrecourse Deductions: As defined in United States Treasury Regulations Section 1.704-2(b). The amount of Partnership Nonrecourse Deductions for a Fiscal Year equals the net increase, if any, in the amount of Partnership Minimum Gain during that Fiscal Year, determined according to the provisions of United States Treasury Regulations Section 1.704-2(c).

Non-United States Limited Partner: A Limited Partner that has represented in its Subscription Agreement that such Limited Partner is not a "United States Person" as such term is defined pursuant to Section 7701(a)(30) of the Code. Any Limited Partner that is treated as a flow-through vehicle for United States Federal income tax purposes and that itself has any partners that are not "United States Persons" (as such term is defined pursuant to Section 7701(a)(30) of the Code) may elect to be considered a "Non-United States Limited Partner" for all purposes under this Agreement by providing written notice to that effect to the General Partner on or prior to the closing date for such Limited Partner's subscription for Interests.

Non-Voting Interests: As defined in Section 5.1(c).

Organizational Expenses: All out-of-pocket expenses incurred in connection with the organization of the Partnership and the Parallel Funds and the offering of limited partnership interests therein, including without limitation any related legal and accounting fees and expenses, travel expenses and filing fees. To the extent that the Partnership pays (or the Limited Partners, with respect to Direct Payments, are directed to pay) any placement agent expenses, fees or commissions (or interest thereon), they will be treated as Organizational Expenses for purposes hereof borne by the Limited Partners, but the Management Fee shall be reduced by 100% of any such fees and commissions as provided in Section 4 of the Advisory Agreement. The aggregate amount of Organizational Expenses borne by the limited partners of the Partnership and the Parallel Funds whenever formed shall not exceed \$1 million (excluding any deemed Organizational Expenses as set forth in the immediately preceding sentence); provided, that the limit on Organizational Expenses may be increased to \$1.25 million (x) with the consent of the LP Advisory Committee or (y) if aggregate Capital Commitments accepted by the Partnership equal at least \$750 million.

Original Agreement: As defined in the Recitals hereto.

Other Fees: Any fees earned by the Advisor and its Affiliates in connection with Portfolio Investments and from the Partnership's unconsummated transactions, including net break-up and topping fees, net monitoring and directors' fees, net organization fees, net set-up fees, net advisory fees, net consulting fees, net management fees, net investment banking fees, net closing and transaction fees and other similar fees (excluding bona fide compensation to employees of the Advisor and its Affiliates who are seconded to Portfolio Companies).

Parallel Funds: As defined in Section 2.10.

Partner Nonrecourse Debt Minimum Gain: An amount with respect to each partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) equal to the Partnership Minimum Gain that would result if such partner nonrecourse debt were treated as a nonrecourse liability (as defined in Treasury Regulations Section 1.752-1(a)(2)) determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

Partner Nonrecourse Deductions: As defined in United States Treasury Regulations Section 1.704-2(i)(2).

Partners: The General Partner and the Limited Partners.

Partnership: Palladium Equity Partners IV, L.P., a Delaware limited partnership.

Partnership Expenses: As defined in Section 6.3(a).

Partnership Minimum Gain: As defined in Treasury Regulations Section 1.704-2(b)(2) and 1.704-2(d).

Payment Date: As defined in Section 3.1(c)(i).

Payment Notice: As defined in Section 3.1(c)(ii).

PEP III: Palladium Equity Partners III, L.P., a Delaware limited partnership and an Affiliate of the General Partner and its parallel partnerships, alternative investment vehicles and related entities.

Percentage Interest: With respect to any Partner and any Portfolio Investment, (x) in respect of any Partner (including the Deemed Contribution Entity to the extent of any Capital Commitment thereof funded by it in cash), the ratio of such Partner's Capital Contribution to that Portfolio Investment, net of Capital Contributions in respect of the Deemed Contribution Amount by such Partner, to the total Capital Contributions of all Partners to that Portfolio Investment (including for this purpose Deemed Contribution Earnings used in part to fund the Portfolio Investment), and (y) in respect of the Deemed Contribution Entity (unrelated to any Capital Commitment thereof funded by it in cash), the ratio of the Deemed Contribution Amount in respect of such Portfolio Investment plus any Deemed Contribution Earnings used in part to fund such Portfolio Investment, to the total Capital Contributions of all Partners to that Portfolio Investment (including for this purpose Deemed Contribution Earnings used to fund the Portfolio Investment); provided, that the Capital Contribution of each Partner with respect to a Portfolio Investment shall be adjusted to reflect any return of Capital Contributions pursuant to a Subsequent Closing.

Person: Any individual, partnership, corporation, limited liability company, unincorporated organization or association, trust (including the trustees thereof, in their capacity as such) or other entity.

Plan Asset Regulations: The regulations issued by the Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, as the same may be amended from time to time.

Portfolio Companies: As defined in Section 4.1.

Portfolio Investments: As defined in Section 4.1.

Predecessor Funds: (i) Palladium Equity Partners II, L.P., a Delaware limited partnership and an Affiliate of the General Partner and its parallel partnerships, alternative investment vehicles and related entities, (ii) PEP III and (iii) certain co-investment relationships between an Affiliate of the General Partner and certain investors.

Preferred Return: As defined in Section 3.5(f).

Prime Rate: The rate of interest per annum stated from time to time by The Wall Street Journal (or any successor publication thereto) as the "prime rate", or if not so published, the rate of interest per annum publicly announced from time to time by any money center bank as its prime rate in effect at its principal office and such money center bank shall be identified in writing by the General Partner to the Limited Partners.

Principals: Principals means Marcos A. Rodriguez, David Perez, Alex Ventosa, Kevin L. Raymond, Luis Zaldivar, Erik A. Scott and Rafael M. Ortiz and any additional and/or any substitute Principal selected by the General Partner and approved by the LP Advisory Committee. The General Partner shall give notice to the LP Advisory Committee of the termination of employment of any Principal within 10 (ten) Business Days after the effective date of such termination.

Proceeding: Any legal action, suit or proceeding by or before any court, arbitrator, governmental body or other agency.

Profits and Losses: For each Fiscal Year or other period, the taxable income or loss of the Partnership, or particular items thereof, determined in accordance with the accounting method used by the Partnership for Federal income tax purposes with the following adjustments: (a) all items of income, gain, loss or deduction allocated pursuant to Section 10.3 shall not be taken into account in computing such taxable income or loss; (b) any income of the Partnership that is exempt from Federal income taxation and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss; (c) if the Carrying Value of any asset differs from its adjusted tax basis for Federal income tax purposes, any gain or loss resulting from a disposition of such asset shall be calculated with reference to such Carrying Value; (d) upon an adjustment to the Carrying Value of any asset (other than an adjustment in respect of depreciation), pursuant to the definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing such taxable income or loss; (e) if the Carrying Value of any asset differs from its adjusted tax basis for Federal income tax purposes, the amount of depreciation, amortization or cost recovery deductions with

respect to such asset shall for purposes of determining Profits and Losses be an amount which bears the same ratio to such Carrying Value as the Federal income tax depreciation, amortization or other cost recovery deductions bears to such adjusted tax basis (provided, that if the Federal income tax depreciation, amortization or other cost recovery deduction is zero, the General Partner may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits and Losses); and (f) except for items in (a) above, any expenditures of the Partnership not deductible in computing taxable income or loss, not properly capitalizable and not otherwise taken into account in computing Profits and Losses pursuant to this definition shall be treated as deductible items.

Pro Rata Share: As defined in Section 3.1(c)(iii).

Realized Capital: With respect to any distribution from any Portfolio Investment to a Limited Partner as of any date, the sum of (a) such Limited Partner's Capital Contributions for such Portfolio Investment and all Realized Portfolio Investments (other than Deemed Contributions) and (b) such Limited Partner's pro rata share of the Aggregate Net Losses from Writedowns (if any).

Realized Capital and Costs: With respect to any distribution from any Portfolio Investment to a Limited Partner as of any date, the sum of (a) such Limited Partner's Realized Capital and (b) the product of (i) such Limited Partner's Capital Contributions for Organizational Expenses, Partnership Expenses and Management Fees and Deemed Contribution Amounts as of such date and (ii) a fraction the numerator of which is the sum of such Limited Partner's Realized Capital and the denominator of which is such Limited Partner's Capital Contributions for all Portfolio Investments (other than Deemed Contributions) as of such date. For the avoidance of doubt, Capital Contributions made by the Partners to repay borrowing by the Partnership shall be treated as Capital Contributions made by such Partners for the purpose of such borrowing.

Realized Portfolio Investment: As of any date, a Portfolio Investment which has been the subject of a Disposition on or prior to such date.

Regulated Plan Partner: Any Limited Partner that is a Benefit Plan Partner that is not an ERISA Partner and which is (x) subject to Similar Law or (y) the General Partner agrees in writing to treat as a Regulated Plan Partner.

Required Interest: As defined in Section 11.3.

SBIC Fund: A Small Business Investment Company or similar vehicle managed by the General Partner or its Affiliates that qualifies for and participates in the U.S. Small Business Administrator's SBIC program; provided, that any such vehicle formed as a conduit entity, through which the Partnership may make Portfolio Investments, shall not be treated as a SBIC Fund for any purpose.

Second Amended and Restated Agreement: As defined in the Recitals hereto.

Securities Act: The United States Securities Act of 1933, as amended.

Similar Law: Similar Law means any US federal, state, local, non-US or other law or regulation that could cause the underlying assets of the Partnership to be treated as assets of the Limited Partner by virtue of its Interest and thereby subject the Partnership and the General Partner (or other persons responsible for the investment and operation of the Partnership's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code or, with the consent of the General Partner, any documented policy of a Limited Partner which is an "employee benefit plan" (within the meaning of Section 3(3) of ERISA) but not an ERISA Partner which requires that any investment by the Limited Partner in an investment vehicle similar to the Partnership be treated in such a manner as though it was subject to such laws or regulations.

Stock Election: As defined in Section 3.4(b)(ii).

Subscription Agreements: Each of the several Subscription Agreements between the Partnership and the Limited Partners.

Subsequent Closings: As defined in Section 3.3(a).

Tax Exempt Limited Partner: Any Limited Partner that is exempt from Federal income taxation, including a Limited Partner that is exempt under Section 501 of the Code. Any Limited Partner that is treated as a flow-through vehicle for United States Federal income tax purposes and that itself has tax exempt partners may elect to be considered a "Tax Exempt Limited Partner" for all purposes under this Agreement by providing written notice to that effect to the General Partner on or prior to the closing date for such Limited Partner's subscription for Interests.

Temporary Investments: Short-term investments consisting of (a) United States government and agency obligations maturing within 180 days, (b) commercial paper rated not lower than A-1 by Standard & Poor's Corporation or P-1 by Moody's Investor Services, Inc. with maturities of not more than six (6) months and one (1) day, (c) interest-bearing deposits in United States banks and United States branches of French, Japanese, English, Swiss, Dutch, Spanish or Canadian banks, in either case having one of the ratings referred to above and that are members of the Federal Deposit Insurance Corporation, maturing within 180 days and (d) money market mutual funds with assets of not less than \$750 million and all or substantially all of which assets are reasonably believed by the General Partner to consist of items described in one or more of the foregoing clauses (a), (b) and (c).

Temporary Investment Income: Income from Temporary Investments, net of Partnership Expenses and reserves therefor which are allocated to such income in accordance with Section 6.3(b).

Termination Vote: As defined in Section 3.2(e).

UBTI: Items of gross income taken into account for purposes of calculating unrelated business taxable income as defined in Section 512 and Section 514 of the Code.

UBTI Investment: Any proposed Portfolio Investment that the General Partner has concluded in good faith is reasonably likely to generate UBTI.

UBTI Partnership: An Alternative Vehicle formed pursuant to Section 2.9 to make a UBTI Investment and structured as a limited partnership or other entity treated as a partnership for United States Federal income tax purposes.

United States: The United States of America, its territories and possessions, any State of the United States and the District of Columbia.

Unpaid Capital Commitment: As to any Partner as of any date, an amount equal to:

(a) such Partner's Capital Commitment, minus

(b) the aggregate amount of such Partner's Capital Contributions (and capital contributions to any Alternative Vehicle) made (or deemed made as provided herein) on or prior to such date, plus

(c) the sum of (i) all distributions to such Partner on or prior to such date representing the return of capital contributed by such Partner to any Bridge Financing or Portfolio Investment that was repaid, refinanced or otherwise the subject of a Disposition within 12 months after the date such Bridge Financing or Portfolio Investment was made, plus (ii) the amount of any Capital Contribution by a Partner (but not additional amounts with respect thereto) which has been returned to such Partner on or prior to such date pursuant to Section 3.3, plus (iii) the amount of any Capital Contribution by a Partner which has been returned to such Partner on or prior to such date in lieu of its application toward a Portfolio Investment pursuant to Section 3.1(g), minus

(d) the amount of any outstanding liability under any guaranty of loans, in each case in respect of which that Partner would be required to make a Capital Contribution pursuant to Section 3.1 while such guarantees remain outstanding (it being understood that Unpaid Capital Commitments shall not be deemed further reduced under clause (b) to the extent Capital Contributions are requested and made pursuant to Section 3.1 for the purpose of paying any such guaranty of loans), minus

(e) with respect to the General Partner, the Deemed Contribution Entity and their Affiliates, to the extent not taken into account under clause (b) of this definition, the aggregate amount of Deemed Contribution Amounts (and for this purpose Deemed Contribution Earnings thereon) made by all Partners invested in Portfolio Investments through the date of any determination (as allocated among them as determined by the General Partner in its sole discretion);

provided, that, in order to minimize variations in Percentage Interests in Investments, the Unpaid Capital Commitment of each of the General Partner and its Affiliates on any date shall, solely for purposes of determining their Pro Rata Shares pursuant to Sections 3.1(c)(iii) and *pro rata* shares pursuant to Sections 3.2(b), 3.2(c) and 8.3 hereof, be deemed reduced by the amount of Capital Contributions such Partner would have made on such date if, notwithstanding Section 4.5 or any other provision of this Agreement or the Advisory Agreement, it were subject to the Management Fee applicable to Limited Partners generally.

Unrealized Portfolio Investment: Any Portfolio Investment that has not yet been the subject of a Disposition.

Writedown: As defined in Section 3.5(d).

ARTICLE II

General Provisions

2.1. Formation. The parties hereto continue a limited partnership formed on January 27, 2012 pursuant to the Act.

2.2. Name. The name of the Partnership shall be "Palladium Equity Partners IV, L.P." The General Partner is authorized to make any variations in the Partnership's name which the General Partner may deem necessary or advisable; provided, that (a) such name shall contain the words "Limited Partnership" or the letters "L.P." or the equivalent translation thereof, (b) such name shall not contain the name of any Limited Partner without the consent of such Limited Partner and (c) the General Partner shall promptly give notice of any such variation to the Limited Partners.

2.3. Organizational Certificates and Other Filings. If requested by the General Partner, the Limited Partners shall promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the General Partner to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the formation and operation of a limited partnership under the laws of the State of Delaware, (b) if the General Partner deems it advisable, the operation of the Partnership as a limited partnership, or partnership in which the Limited Partners have limited liability, in all jurisdictions where the Partnership proposes to operate and (c) all other filings required to be made by the Partnership.

2.4. Purpose. The purpose of the Partnership is to make investments in accordance with the Investment Guidelines and to engage in such other activities as are permitted hereby or are incidental or ancillary thereto as the General Partner shall deem necessary or advisable, all upon the terms and conditions set forth in this Agreement.

2.5. Principal Place of Business; Other Places of Business. The principal place of business of the Partnership will be located in New York, New York, and/or such other place or places within or outside the State of Delaware as the General Partner may from time to time

designate. The General Partner will promptly give written notice of any such change to the Limited Partners. The Partnership may maintain offices and places of business at such other place or places within or outside the State of Delaware as the General Partner deems advisable; provided, that the principal places of business of the Partnership shall at all times be located within the United States; provided, further, that the Partnership shall not have any office outside the United States unless the Partnership obtains a written opinion of duly qualified local counsel in the jurisdiction in which such office is located that (i) such office would not cause any Limited Partner, solely as a result of such Limited Partner being a limited partner in the Partnership, to be required to either (a) file income tax returns in such jurisdiction or (b) pay tax in such jurisdiction, in each case of clauses (a) and (b) with respect to the Limited Partner's income other than income from the Partnership or any Alternative Vehicle; and (ii) the laws of such jurisdiction in which such office is located will recognize the limited liability of the Limited Partners to the same extent in all material respects as is provided for the Limited Partners under this Agreement.

2.6. Registered Office and Registered Agent. The address of the Partnership's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name and address of the Partnership's registered agent for service of process in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

2.7. Fiscal Year. The fiscal year ("Fiscal Year") of the Partnership shall be the calendar year or, in the case of the first and last fiscal years of the Partnership, the fraction thereof commencing on the Closing Date or ending on the date on which the winding up of the Partnership is completed, as the case may be. The taxable year of the Partnership shall be determined under Section 706 of the Code. The General Partner shall have the authority to change the ending date of the Fiscal Year if the General Partner, in its sole discretion, shall determine such change to be necessary or appropriate; provided, that the General Partner shall promptly give notice of any such change to the Limited Partners.

2.8. Withdrawal of Initial Limited Partner. Upon the admission of one or more Limited Partners to the Partnership at the Closing, the Initial Limited Partner shall (a) receive a return of any capital contribution made by him to the Partnership, (b) withdraw as the Initial Limited Partner of the Partnership and (c) have no further right, interest or obligation of any kind whatsoever as a Partner in the Partnership.

2.9. Alternative Investment Structures. (a) If the General Partner determines in good faith that for legal, tax, regulatory, accounting or other reasons it is in the best interests of some or all of the Partners that a Portfolio Investment be made through an alternative investment structure (including, without limitation, through a foreign entity or entities formed for the purpose of making Portfolio Investments outside of the United States), the General Partner shall be permitted to structure the making of all or any portion of such Portfolio Investment outside of the Partnership, by requiring any Partner or Partners to make such Portfolio Investment either directly (which shall not include a general partner interest or other similar interest) or indirectly through a partnership or other vehicle or vehicles (other than the Partnership) that will invest proportionately (and proportionately dispose thereof) at the same time, to the extent applicable, and on effectively the same terms and conditions with or in lieu of the Partnership, as the case

may be (any such structure or vehicle, an "Alternative Vehicle"); provided, that no Limited Partner shall be obligated to make a Portfolio Investment directly (but shall instead make such Portfolio Investment through the Partnership or another Alternative Vehicle) if such Limited Partner objects in writing within 10 days after receiving notice that it will be required to make such direct investment. The Partners shall be required to make capital contributions directly to each such Alternative Vehicle to the same extent, for the same purposes and on the same terms and conditions as Partners are required to make Capital Contributions to the Partnership, and such capital contributions shall reduce the Unpaid Capital Commitments of the Limited Partners to the same extent as if Capital Contributions were made to the Partnership with respect thereto. Each Partner shall have the same economic interest in all material respects in Portfolio Investments made pursuant to this Section 2.9(a) as such Partner would have if such Portfolio Investment had been made solely by the Partnership, and the other terms of such Alternative Vehicle shall be substantially identical in all material respects to those of the Partnership, to the maximum extent applicable; provided, that the General Partner's obligations pursuant to Sections 4.8 and 4.9, subject to Section 2.9(f), shall apply with respect to such Alternative Vehicle; provided, further, that such Alternative Vehicle (or the entity in which such Alternative Vehicle invests) shall provide for the limited liability of the Limited Partners as a matter of the organizational documents of such Alternative Vehicle (or the entity in which such Alternative Vehicle invests) and as a matter of local law; provided, further, that in the case of an Alternative Vehicle formed in a jurisdiction other than the State of Delaware (or a Portfolio Investment made outside of the United States by the Partnership or an Alternative Vehicle), the Limited Partners shall receive an opinion of duly qualified local counsel (upon which the Limited Partners are legally entitled to rely) to the effect that the laws of such jurisdiction (x) in which such Alternative Vehicle is formed and (y) in which such Portfolio Investment is made (if such jurisdiction is different than the one in which the related Alternative Vehicle is formed or such Portfolio Investment is made by the Partnership), will recognize the limited liability of the Limited Partners to the same extent in all material respects as is provided for the Limited Partners under this Agreement; provided, further, that the General Partner or an Affiliate thereof will serve as the general partner or in some other similar fiduciary capacity with respect to such Alternative Vehicle; and provided, further, that such Alternative Vehicle shall, to the extent applicable, have terms similar in all substantive respects to those specifically dealing with the rights of BHC Partners contained in this Agreement. The opinion rendered in clause (y) in the preceding sentence shall also be obtained with respect to Portfolio Investments made in non-United States jurisdictions by a domestic Alternative Vehicle or the Partnership. In addition, in connection with any Portfolio Investment in a Portfolio Company organized in a jurisdiction outside of the United States, the General Partner shall obtain written professional advice to confirm that the making of such Portfolio Investment will not cause any Limited Partner, solely as a result of the Limited Partner being a limited partner in the Partnership or the Alternative Vehicle, to be required to either (x) file income tax returns in such jurisdiction or (y) pay tax in such jurisdiction, in each case with respect to the Limited Partner's income other than income from the Partnership or any Alternative Vehicle. If an Alternative Vehicle is solely formed for certain Limited Partners, expenses related to such Alternative Vehicle will be specifically allocated to such vehicle.

(b) The General Partner shall not be permitted to cause a Limited Partner to make a Portfolio Investment through an Alternative Vehicle if (i) the formation of such Alternative

Vehicle would result in material adverse consequences either for such Limited Partner or with respect to such Limited Partner's interest in such Portfolio Investment, and (ii) such consequences would not have resulted if such Portfolio Investment had been made by the Partnership (and not such Alternative Vehicle).

(c) (i) If the General Partner intends to make a Portfolio Investment in a Media Company, an Alternative Vehicle shall be established pursuant to this Section 2.9 to make such Portfolio Investment to the extent necessary, and such Alternative Vehicle shall be structured, and its organizational documents shall reflect such differences from the terms of this Agreement as are necessary (based upon the advice of counsel), to provide that the Limited Partners will not be attributed with an ownership interest in such Media Company for purposes of the "cross-ownership" or "multiple ownership" rules of the F.C.C. (the "F.C.C. Rules").

(ii) The General Partner agrees to notify the Limited Partners if at any time it intends to distribute any securities of a Media Company to the Limited Partners, and the General Partner agrees not to distribute such securities to any Limited Partner that notifies the General Partner not to distribute such securities to such Limited Partner within 10 days of receipt of the General Partner's notice with respect thereto (but such securities will be deemed distributed for all purposes hereof), to the extent such in kind distributions would cause such Partner to be in violation of the F.C.C. Rules. The General Partner shall use reasonable efforts to dispose of such securities retained in the Partnership and distribute the net proceeds to each such Limited Partner in accordance with the provisions of this Agreement.

(d) The determination of allocations and distributions pursuant to Article III, Section 5.2 and Section 9.4 shall be calculated by treating investments made by any Alternative Vehicle established pursuant to this Section 2.9 as having been made by the Partnership; provided, that for purposes of the obligation of the General Partner to contribute the Clawback Amount to the Partnership pursuant to Section 9.4, the Clawback Amount shall be allocated among, and contributed to the capital of, the Partnership or any Alternative Vehicle established in proportion to the negative capital account balance, if any, of the General Partner or its Affiliate in the Partnership and each such Alternative Vehicle (although this proviso shall in no way limit the obligation of the General Partner to pay the Clawback Amount); provided, further, that if an Alternative Vehicle is not a partnership, the calculations described in this Section 2.9(d) shall be made as if such Alternative Vehicle were a partnership. Notwithstanding the foregoing, the determination of allocations and distributions pursuant to Article III, Section 5.2 and Section 9.4 may be calculated separately from the determination of allocations and distributions of a particular Alternative Vehicle (and vice versa) with the consent of 66-2/3% in Interest of the Limited Partners.

(e) *Special Provisions Applicable to UBTI Investments and ECI Investments.* If the Partnership is going to make a UBTI Investment or an ECI Investment, the General Partner shall make that Portfolio Investment through a UBTI Partnership or an ECI Partnership, as applicable, pursuant to this Section 2.9 (which may be the same Alternative Vehicle); provided, that if (i) in the case of an ECI Investment, that is not a UBTI Investment, no Non-United States Limited Partners elects to make its Capital Contribution in respect thereof through a Corporation then such ECI Investment may be consummated through the Partnership, (ii) in the case of a

UBTI Investment, that is not also an ECI Investment, no Tax Exempt Limited Partner elects to make its Capital Contribution through a Corporation, then such UBTI Investment may be consummated through the Partnership and (iii) in the case of an ECI Investment that is also a UBTI Investment, no Non-United States Limited Partner or Tax Exempt Limited Partner elects to make its Capital Contribution in respect thereof through a Corporation, then such investment may be consummated through the Partnership. Tax Exempt Limited Partners may, within 5 Business Days of being provided with the notice referred to in Section 3.1(c)(ii)(B)(IV), elect to make their Capital Contribution in respect of any UBTI Investment through the Corporation established in connection therewith in lieu of funding such contribution directly through such UBTI Partnership. Non-United States Limited Partners may, within 5 Business Days of being provided with the notice referred to in Section 3.1(c)(ii)(B)(IV), elect to make their Capital Contribution in respect of any ECI Investment through the Corporation established in connection therewith in lieu of funding such contribution directly in the applicable UBTI Partnership or ECI Partnership, as applicable. Alternatively, each Tax Exempt Limited Partner or Non-United States Limited Partner may elect to fund its capital contribution to a UBTI Partnership or ECI Partnership, as applicable, through an entity that is an Affiliate of such Limited Partner that is designated by such Limited Partner for such purpose pursuant to documents reasonably acceptable to the General Partner. Participation in a Corporation shall be treated as participation in the relevant Alternative Vehicle for all purposes hereof; provided, that amounts paid to the Corporation shall be treated as having been paid to the Limited Partner directly for purposes of calculations pursuant to Sections 3.4 and 3.5; provided, further, that expenses associated with the Corporation shall be borne by such entities or the participants therein. The aggregate amount of UBTI Investments and ECI Investments at any time shall not exceed more than 25% of aggregate Capital Commitments.

(f) Each ERISA Partner and Benefit Plan Partner subject to Similar Law (including where applicable, for purposes of this paragraph 2.9(f), as such term may apply *mutatis mutandis* to an Intermediate Entity) acknowledges that neither a Corporation nor any other entity structured by the General Partner or an Affiliate thereof through which Limited Partners are permitted to invest in the Partnership or any Alternative Vehicle (each, an “Intermediate Entity”) is expected to qualify as an “operating company” for purposes of ERISA; that the assets of such Intermediate Entity may therefore constitute “plan assets” of those Limited Partners participating in such Intermediate Entity that are ERISA Partners or Benefit Plan Partners subject to Similar Law; and that any such Intermediate Entity is therefore intended to be structured as an intermediate vehicle through which the ERISA Partners and Benefit Plan Partners subject to Similar Law may participate in an investment in the Partnership or an Alternative Vehicle, as the case may be, and with respect to which the general partner (or similar managing entity) of the Intermediate Entity is not intended to have any discretionary authority or control with respect to the assets of the Intermediate Entity. Each ERISA Partner and Benefit Plan Partner subject to Similar Law shall by making a capital contribution or a loan to such an Intermediate Entity be deemed to (i) direct the general partner (or similar managing entity) of the Intermediate Entity to directly or indirectly invest the amount of such capital contribution and the proceeds of any loan in the Partnership or Alternative Vehicle, as the case may be, and acknowledge that during any period when the underlying assets of the Intermediate Entity are deemed to constitute “plan assets” for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law, the general partner (or similar managing entity) of the Intermediate

Entity shall act as a custodian with respect to the assets of such Limited Partner, but is not intended to be a fiduciary with respect to the assets of such Limited Partner for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law and (ii) represent that such capital contribution and the holding of such note, and the transactions contemplated by such direction, will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any applicable Similar Law.

2.10. Parallel Funds. Notwithstanding the provisions of Section 4.6, the General Partner may create parallel investment entities ("Parallel Funds"), which will invest proportionately (based upon available capital as provided in their respective agreements) in all Portfolio Investments (and proportionately dispose thereof) at the same time (subject to Section 3.1(h)) and on effectively the same terms and conditions as the Partnership, subject to applicable legal, tax or regulatory considerations and the right of certain Limited Partners and/or limited partners in the Parallel Funds to opt-out of transactions involving Financial Services Businesses; provided, that the formation of any Parallel Fund and the issuance of any interests therein shall occur not later than eighteen (18) months after the Closing Date (except as provided in Section 8.6(d) hereof); provided, further, that an SBIC Fund shall not be considered a Parallel Fund. For the avoidance of doubt, newly created investment vehicles relating to additional capital in a single investment in a Portfolio Company as permitted hereby shall not be considered Parallel Funds (or a Competing Fund).

2.11. Size. The total Capital Commitments to the Partnership and capital commitments to the Parallel Funds shall not exceed \$1 billion.

ARTICLE III

Capital Contributions and Direct Payments; Distributions

3.1. Capital Contributions and Direct Payments. (a) *Capital Contributions*. Subject to Section 3.2, each Partner agrees to make contributions to the capital of the Partnership in cash from time to time, payable in United States dollars, in installments as follows:

(i) *With respect to any Capital Contribution for the making of Portfolio Investments generally*: At any time and from time to time on or prior to the end of the Commitment Period (subject to extension by the General Partner in the case of Follow-Up Investments), each Limited Partner shall, on any Payment Date, contribute to the Partnership its Pro Rata Share of the aggregate amount to be contributed by all Limited Partners for such Portfolio Investment and the Deemed Contribution Amount relating thereto, but a Limited Partner in no event shall be required to make a Capital Contribution to the Partnership on any date in an amount greater than its Unpaid Capital Commitment as of such date. The amount that a Limited Partner is required to contribute on any Payment Date shall be specified by the General Partner in a Payment Notice delivered to such Limited Partner in respect of such Payment Date, and the General Partner shall contribute to the Partnership on such Payment Date an amount equal to the General Partner's Pro Rata Share of all of the Capital Contributions to be made on such date by all Partners;

(ii) *With respect to any Capital Contribution for the making of a Follow-On Investment in a Portfolio Company:* At any time and from time to time, the General Partner may require the Limited Partners to make Capital Contributions toward Follow-On Investments in accordance with this Section 3.1(a)(ii). If so required, each Limited Partner shall, on any Payment Date, contribute to the Partnership its Pro Rata Share of the aggregate amount to be contributed by all Limited Partners for such Follow-On Investment and the Deemed Contribution Amount relating thereto; provided, that a Limited Partner in no event shall be required to make a Capital Contribution to the Partnership on any date (A) in an amount greater than its Unpaid Capital Commitment as of such date or (B) after the second anniversary of the termination of the Commitment Period, excluding Follow-On Investments in connection with legally binding agreements entered into prior to the two-year anniversary of the Commitment Period or Follow-On Investments made in connection with the exercise of options and warrants (or other similar equity-related instruments); provided, further, that the aggregate amount of capital drawn down for such Follow-On Investments after the end of the Commitment Period shall not exceed 15% of the aggregate Capital Commitments of all Partners, excluding Follow-On Investments in connection with legally binding agreements entered into prior to the termination of the Commitment Period or Follow-On Investments made in connection with the exercise of options and warrants (or other similar equity-related instruments). The amount that a Limited Partner is required to contribute on any Payment Date shall be specified by the General Partner in a Payment Notice delivered to such Limited Partner in respect of such Payment Date, and the General Partner shall contribute to the Partnership on such Payment Date an amount equal to the General Partner's Pro Rata Share of all of the Capital Contributions to be made on such date by all Partners;

(iii) *With respect to any Capital Contribution for the payment of Partnership Expenses and Amounts Related to Borrowings or Guarantees:* At any time and from time to time but not prior to the Initial Investment Date on any Payment Date, each Limited Partner shall contribute to the Partnership its Pro Rata Share of the aggregate amount to be contributed by all Limited Partners on such date for Partnership Expenses and for any payments in connection with borrowings and guarantees by the Partnership in accordance with Section 4.2(c); provided, that a Limited Partner in no event shall be required to make a Capital Contribution to the Partnership on any date in an amount greater than its Unpaid Capital Commitment as of such date; provided, further, that (A) subject to clause (B) below, in connection with any Partnership Expense (or borrowing or guarantee) directly and solely attributable to a Portfolio Investment, only those Partners who have a Percentage Interest in such Portfolio Investment shall be required to make Capital Contributions in respect of such Partnership Expense (or borrowing or guarantee) (calculated on the basis of such Partners' Percentage Interests with respect to such Portfolio Investment) and (B) the General Partner may calculate the Capital Contributions to be made by the Partners with respect to any Partnership Expense (or borrowing or guarantee) on any other basis (including requiring certain, but not all, Partners to fund such Partnership Expense) if the General Partner determines in good faith that such other basis is clearly more equitable. The amount that a Limited Partner is required to contribute on any Payment Date shall be specified by the General Partner in a

Payment Notice delivered to such Limited Partner in respect of such Payment Date, and the General Partner shall contribute to the Partnership on such Payment Date an amount equal to the General Partner's Pro Rata Share of all of the Capital Contributions to be made on such date by all Partners;

(iv) *With respect to any Capital Contribution for payment of the Management Fee On and After the Initial Investment Date:* On the Business Day falling on or immediately after each Management Fee Payment Date on and after the Initial Investment Date, (A) each Limited Partner shall contribute to the Partnership (for payment to the Advisor) such Limited Partner's Pro Rata Share of the installment of the Management Fee then due and owing as determined in accordance with the Advisory Agreement; provided, that a Limited Partner in no event shall be required to make a Capital Contribution to the Partnership on any date in an amount greater than its Unpaid Capital Commitment as of such date, and (B) a Payment Notice shall be delivered in respect of such Capital Contribution specifying such Business Day as the Payment Date therefor; and

(v) *With respect to any Capital Contribution for Organizational Expenses On and After the Initial Investment Date:* At any time and from time to time not prior to the Initial Investment Date and until a reasonable period of time after the final Subsequent Closing, on any Payment Date, (A) each Limited Partner shall contribute to the Partnership such Limited Partner's Pro Rata Share of the aggregate amount to be contributed by all Limited Partners on such date for Organizational Expenses; provided, that a Limited Partner in no event shall be required to make a Capital Contribution to the Partnership on any date in an amount greater than its Unpaid Capital Commitment as of such date, and (B) a Payment Notice shall be delivered in respect of such Capital Contribution specifying such Business Day as the Payment Date therefor. The amount that a Limited Partner is required to contribute on any Payment Date shall be specified by the General Partner in a Payment Notice delivered to such Limited Partner in respect of such Payment Date, and the General Partner shall contribute to the Partnership on such Payment Date an amount equal to the General Partner's Pro Rata Share of all of the Capital Contributions to be made on such date by all Partners; provided, that no Limited Partners shall be required to fund placement expenses, fees or commissions (that are deemed Organizational Expenses pursuant to the definition thereof in Article I hereof) to the extent such payments will not (pursuant to Section 4(c) of the Investment Advisory Agreement) reduce Management Fees otherwise due no later than the next Management Fee Payment Date.

(b) *Direct Payments.* Subject to Section 3.2, each Limited Partner agrees to make payments ("Direct Payments") directly to (or as directed by) the General Partner in cash from time to time, payable in United States dollars, in installments as follows:

(i) *With respect to Direct Payments for Organizational Expenses Prior to the Initial Investment Date:* On the Initial Payment Date and from time to time thereafter prior to the Initial Investment Date, each Limited Partner shall reimburse the General Partner (or pay such other party as the General Partner may direct) for such Limited Partner's Pro Rata Share of the aggregate amount to be paid by all Limited Partners for the Organizational Expenses (which aggregate amount shall equal one minus the General

Partner's Pro Rata Share (stated as a percentage) times the amount of such Organizational Expenses), and a Payment Notice shall be delivered in respect of such Direct Payments specifying the Payment Date therefor; provided, that no Limited Partners shall be required to fund placement expenses, fees or commissions (that are deemed Organizational Expenses pursuant to the definition thereof in Article I hereof) to the extent such payments will not (pursuant to Section 4(c) of the Investment Advisory Agreement) reduce Management Fees otherwise due no later than the next Management Fee Payment Date.

(ii) *With respect to Direct Payments for the Management Fee Prior to the Initial Investment Date:* On the Initial Payment Date and on the Business Day falling on or immediately after each Management Fee Payment Date prior to the Initial Investment Date, each Limited Partner shall pay the Advisor the installment of the Management Fee then due and owing by such Limited Partner as determined in accordance with the Advisory Agreement, and a Payment Notice shall be delivered in respect of such Direct Payments specifying the Initial Payment Date or such Business Day, as applicable, as the Payment Date therefor.

(iii) *With respect to Direct Payments for Partnership Expenses Prior to the Initial Investment Date:* Prior to the Initial Investment Date, each Limited Partner shall reimburse the General Partner (or pay such other party as the General Partner may direct) for such Limited Partner's Pro Rata Share of the aggregate amount to be paid by all Limited Partners for the Partnership Expenses (which aggregate amount shall equal one minus the General Partner's Pro Rata Share (stated as a percentage) times the amount of such Partnership Expenses), and a Payment Notice shall be delivered in respect of such Direct Payments specifying the Payment Date therefor.

For purposes of this Agreement, to the extent that the Limited Partners make Direct Payments in respect of Organizational Expenses and Partnership Expenses, the General Partner shall be deemed to have contributed to the Partnership the General Partner's Pro Rata Share of such Organizational Expenses and Partnership Expenses, as the case may be, for which it has not been reimbursed pursuant to Sections 3.1(b)(i) and (iii). For purposes of this Agreement, Direct Payments made pursuant to this Section 3.1(b) or Section 3.3 (but excluding any additional amounts paid pursuant to Section 3.3) shall be accounted for as if they were contributed to and paid by the Partnership and repayments of Direct Payments pursuant to Section 3.3 (but excluding any additional amounts paid pursuant to Section 3.3) shall be accounted for as if distributions had been made from the Partnership to the Partners receiving such amounts; provided, that the amount of such repayments be accounted for as never having been contributed or repaid for purposes of Sections 3.5 and 9.4.

Notwithstanding anything to the contrary set forth herein, the General Partner may require the Limited Partners to make Capital Contributions, rather than Direct Payments, for Organizational Expenses, Management Fees and/or Partnership Expenses on or prior to the Initial Investment Date if the General Partner reasonably determines that, after giving effect to the Capital Contributions for such amounts, less than 25% of the total value of each class of equity interests in the Partnership will be held by ERISA Partners as of the relevant Payment Date.

(c) *Related Definitions.* (i) A “Payment Date” shall mean a date on which Partners are required to make Capital Contributions to the Partnership (or an Alternative Vehicle) or Direct Payments, which date:

(A) shall be specified in a Payment Notice delivered to each Limited Partner from which a Capital Contribution or Direct Payment is required on such date;

(I) in the case of a Payment Date that is not the Initial Payment Date or the date of a Subsequent Closing, shall be at least ten Business Days after the date of delivery of a Payment Notice; provided, that if accepting Capital Contributions to the Partnership prior to the Initial Investment Date would result in 25% or more of the total value of any class of equity interest in the Partnership being held by “benefit plan investors” within the meaning of Section 3(42) of ERISA and the regulations that may be promulgated thereunder (i) without limiting Section 3.1(b) with respect to each ERISA Partner, on or prior to the Initial Investment Date, the Payment Date in respect of any Capital Contribution to the Partnership called for on or prior to the Initial Investment Date shall be the Initial Investment Date, and the General Partner shall provide each ERISA Partner with notice of the anticipated closing date for such Portfolio Investment in the Payment Notice relating to such Portfolio Investment and a follow up notice to each ERISA Partner identifying the actual closing date and (ii) each ERISA Partner shall fund its Capital Contribution for the Partnership’s first Portfolio Investment as early as practicable on such actual closing date; provided, further, that in lieu of the foregoing the General Partner may in its discretion establish an escrow account in connection with the initial Capital Contribution for the Partnership’s first Portfolio Investment to be made by each ERISA Partner, and the Capital Contributions specified in the related Payment Notice shall be funded into such escrow account at such time as set forth in such notice, which date shall not be more than fifteen Business Days prior to the date of the anticipated closing of the investment to which such notice relates (the terms of the escrow shall be intended to meet the specifications for such an arrangement as set forth in DOL Ad. Op. Let. 95-04A (1995)). At the closing of the initial investment to which such Capital Contributions relate, the agent for such escrow account shall transfer to the Partnership an amount equal to the aggregate amount funded into the escrow account by the ERISA Partners plus interest thereon (net of any of the escrow agent’s fees and expenses). If such investment fails to close within fifteen Business Days following the date of the anticipated closing (as set forth in the relevant Payment Notice), (i) the amounts funded by each ERISA Partner referred to above and (ii) interest thereon (net of any of the escrow agent’s fees and expenses) shall be returned by the agent to each ERISA Partner;

- (B) in the case of the Initial Payment Date, shall be at least ten (10) Business Days after the date of delivery of a Payment Notice therefor; and
- (C) in the case of a Payment Date which is the date of a Subsequent Closing (with respect to Limited Partners admitted on such date), shall be the date specified by the General Partner therefor to such Limited Partners prior to their admission.

(ii) A "Payment Notice" shall mean a written notice requiring Capital Contributions to the Partnership (or Alternative Vehicle) or Direct Payments, which notice shall:

- (A) specify the purpose for which the Capital Contributions or Direct Payments are required to be made;
- (B) in the case of a Payment Notice with respect to the anticipated making of a Portfolio Investment, include:
 - (I) a brief description of the identity, nature and business of such Portfolio Investment, except that the General Partner may exclude the specific identity thereof (but not the description of the nature and business of the Portfolio Investment) if the General Partner determines in good faith that notifying the Limited Partners of such identity would risk jeopardizing such Portfolio Investment or otherwise have a material adverse effect thereon;
 - (II) a statement as to whether the Portfolio Investment will be structured through an Alternative Vehicle;
 - (III) a designation, as such, of any Bridge Financing to be made as part of such Portfolio Investment; and
 - (IV) a statement as to whether the Portfolio Investment is a UBTI Investment and/or an ECI Investment; and
- (C) specify a Limited Partner's Pro Rata Share of the Capital Contributions or Direct Payments required to be made by such Limited Partner.

(iii) A Limited Partner's "Pro Rata Share" of the aggregate Capital Contributions for Portfolio Investments or Partnership Expenses to be made by Limited Partners on any Payment Date shall mean the percentage that such Limited Partner's Unpaid Capital Commitment as of such date represents of the aggregate Unpaid Capital Commitments as of such date of all Limited Partners from which a Capital Contribution is required on such date; provided, that with respect to Follow-On Investments and Partnership Expenses related to a specific Portfolio Investment, the Pro Rata Share shall mean the Pro Rata Share with respect to the original Portfolio Investment to which such Follow-On Investment or Partnership Expenses relates. A Limited Partner's "Pro Rata Share" of the aggregate Direct Payments or Capital Contributions for Organizational Expenses to be

made by Limited Partners on any Payment Date shall mean the percentage that a Limited Partner's Capital Commitment as of such date represents of the aggregate Capital Commitments of all Limited Partners as of such date. A Limited Partner's "Pro Rata Share" of the aggregate Direct Payments or Capital Contributions for Management Fees or Deemed Contribution Amounts to be made by Limited Partners on any Payment Date shall mean the percentage that a Limited Partner's Capital Under Management as of such date represents of the aggregate Capital Under Management of all Limited Partners as of such date with appropriate adjustments to reflect the applicable Management Fee rate pursuant to Section 3 of the Advisory Agreement.

(iv) The General Partner's, the Deemed Contribution Entity's and their Affiliates' Pro Rata Share of any Capital Contributions for Portfolio Investments or Partnership Expenses to be made on any date by all Partners shall mean the percentage that the General Partner's, the Deemed Contribution Entity's and their Affiliates' Unpaid Capital Commitment as of such date represents of the aggregate Unpaid Capital Commitments of all Partners from which Capital Contributions are required as of such date; provided, that with respect to Follow-On Investments and Partnership Expenses related to a specific Portfolio Investment, the Pro Rata Share mean the Pro Rata Share with respect to the original Portfolio Investment to which such Follow-On Investment or Partnership Expenses relates. The General Partner's, the Deemed Contribution Entity's and their Affiliates' Pro Rata Share of any Organizational Expenses shall mean the percentage that the General Partner's, the Deemed Contribution Entity's and their Affiliates' Capital Commitment as of such date represents of the aggregate Capital Commitments of all Partners as of such date.

(v) The "Initial Payment Date" shall mean the Closing Date, on which date the Partners shall be required to make Direct Payments in respect of Organizational Expenses and the first installment of the Management Fee, as specified by the General Partner in a Payment Notice to the Limited Partners (or such later date as determined by the General Partner in its sole discretion).

(d) Capital Contributions and Direct Payments shall be made by wire transfer of immediately available funds to the account specified in the related Payment Notice. Other than as set forth in this Article III, no Partner shall be entitled to any interest or compensation by reason of its Capital Contributions or by reason of serving as a Partner. No Partner shall be required to lend any funds to the Partnership.

(e) The General Partner shall cause the books and records of the Partnership to be updated from time to time to reflect the addresses of Partners and changes thereto and the transfer of Interests and changes in Capital Commitments which are accomplished in accordance with the provisions hereof.

(f) (i) The aggregate Capital Commitments of the General Partner and its Affiliates (including the Deemed Contribution Entity) to the Partnership and commitments to the Parallel Funds shall equal 2% of the aggregate Capital Commitments and commitments to Parallel Funds, excluding for this purpose any amounts funded by a Limited Partner (or any limited partner in a Parallel Fund) through the General Partner or an Affiliate thereof that itself is

not an Affiliate of the General Partner; provided, that at least 50% of the Capital Commitments of the General Partner and its Affiliates shall be funded in cash.

(ii) In connection with Capital Contributions for a Portfolio Investment or potential Portfolio Investment, the General Partner and its Affiliates shall be required to contribute to the Partnership, and the Partnership shall be required to fund an amount (from Deemed Contributions and Deemed Contribution Earnings), in a manner determined by the General Partner so that the combined amount of such aggregate contribution and funding equals the aggregate of the General Partner's and each of its Affiliate's Pro Rata Shares of the aggregate Capital Contributions to be made for such Portfolio Investment.

(g) If the General Partner determines that a proposed Portfolio Investment in respect of which Partners have made Capital Contributions will not be consummated, the General Partner shall refund to the Partners that made such Capital Contributions the amounts of such Capital Contributions. If the General Partner determines that a proposed Portfolio Investment in respect of which Partners have made Capital Contributions will not require the full amount of Capital Contributions made therefor, the General Partner shall refund to the Partners that made such Capital Contributions, pro rata to the amounts of such Capital Contributions, the amount of such Capital Contributions that exceeds the portion required to consummate such Portfolio Investment. Any amount refunded pursuant to this Section 3.1(g) shall be treated for purposes of this Agreement as never having been contributed to the Partnership. The determination (and refund as applicable pursuant to this Section 3.1(g)) shall occur within 60 days of receipt of the applicable Capital Contributions by the Partnership.

(h) If there are any ERISA Partners of the Partnership on the Initial Investment Date, then on the Initial Investment Date the General Partner shall deliver to the ERISA Partners and Regulated Plan Partners as of such Date an opinion of counsel to the effect that as of the Initial Investment Date, and after giving effect to such Portfolio Investment, the assets of the Partnership should not constitute plan assets of any ERISA Partner for purposes of the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code; provided, that if as of the Initial Investment Date "benefit plan investors" own less than 25% of the total value of each class of equity interest in the Partnership within the meaning of Section 3(42) of ERISA and the regulations that may be promulgated thereunder, then in lieu of such opinion the General Partner shall deliver to such ERISA Partners and Regulated Plan Partners a certificate, prepared in consultation with counsel, to the effect that as of the Initial Investment Date the assets of the Partnership should not constitute "plan assets" of any ERISA Partner for purposes of the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code.

(i) Without the consent of a Limited Partner, its pro rata share of Capital Contributions to a Portfolio Investment (including for this purpose capital contributions by Parallel Fund limited partners) shall not exceed 90% of the aggregate Capital Contributions in respect thereof.

(j) The Capital Contributions for Portfolio Investments shall not exceed 40% of Capital Commitments within any 12-month period.

3.2. Excuse, Exclusion and Cancellation. (a) *Excuse.* Notwithstanding anything herein to the contrary, if, within five Business Days after a Limited Partner has been given written notice of the nature and business of a specific Portfolio Investment pursuant to Section 3.1(c)(ii), such Limited Partner notifies the General Partner that it is exercising its rights under any agreement with the General Partner entered into prior to such Limited Partner's admission to be excused from certain investments or delivers to the General Partner a written opinion that satisfies the requirements of the following sentence, then such Limited Partner shall be excused from all of its obligation to make a Capital Contribution relating to that Portfolio Investment (or that part of its obligation which would cause a violation as referred to below) together with any obligation to make a Capital Contribution or Direct Payment in respect of a Partnership Expense directly related to that Portfolio Investment. The opinion referred to in the preceding sentence shall be a written opinion of counsel to such Limited Partner (which opinion and counsel shall be reasonably satisfactory to the General Partner and, in the case of a Limited Partner which is an institutional investor, may be staff counsel regularly employed by such institutional investor), that its participation (or in the case of an excuse from part but not all of its obligation, the part of its participation in question) in such Portfolio Investment would cause (i) a violation of any law or governmental regulation (including with respect to any BHC Partner, (x) a violation of Section 4 of the BHC Act or the rules, regulations and written governmental interpretations relating thereto (other than Section 4(k) of the BHC Act) or (y) the application of any law or regulation to a BHC Partner that was not applicable to such BHC Partner immediately prior to the making of the Portfolio Investment by the Partnership) to which it is subject, (ii) a violation of a written investment policy (to the extent such policy was provided to the General Partner prior to the beginning of the calendar year in which such excuse is sought and continues in effect as of such date) to which such Limited Partner is subject or (iii) in the case of a Tax-Exempt Limited Partner which is a private foundation within the meaning of Section 509 of the Code, an excise tax obligation under Sections 4941 (other than by reason of actions of the Limited Partner apart from its investment in the Partnership), 4943 or 4944 of the Code. Notwithstanding the foregoing, (i) a Limited Partner shall not be excused from making a Capital Contribution if the General Partner is able to modify the Partnership or the specific transaction in such a manner as to cure the violation and (ii) the Limited Partner providing the legal opinion discussed above shall use its reasonable efforts to assist the General Partner in curing such violation.

(b) *Subsequent Capital Call in the Event of Excuse.* If the opinion referred to in Section 3.2(a) is delivered, the General Partner may then deliver a new notice to each other Limited Partner which is able to participate in such Portfolio Investment (or fund such Partnership Expense directly related to such Portfolio Investment) indicating the additional payment with respect to its Capital Contribution to be made in respect of such Portfolio Investment (or such Partnership Expense), and each such Limited Partner shall make such additional payment within five Business Days after having been given such new notice. Additional amounts called for pursuant to this Section 3.2(b) shall be made by each such other Limited Partner in an amount which bears the same ratio to the aggregate of the additional amounts payable by all such other Limited Partners as such other Limited Partner's Unpaid Capital Commitment bears to the Unpaid Capital Commitments of all such other Limited Partners; provided, that no Partner shall be obligated as a result thereof to contribute an amount in excess of such Limited Partner's Unpaid Capital Commitment; provided, further, that no

Partner shall be obligated without its prior written consent to contribute an amount in excess of 125% of such Partner's pro rata share of the aggregate Capital Contributions and Parallel Fund capital contributions required for such Portfolio Investment based upon the percentage that such Partner's Unpaid Capital Commitment as of such date represents of the aggregate Unpaid Capital Commitments of all Partners and unpaid capital commitments of Parallel Fund partners as of such date.

(c) *Exclusion.* The General Partner may exclude a particular Limited Partner from participating in all or any part of a Portfolio Investment if the General Partner determines in good faith that:

(i) based on consultation with outside legal counsel, that a materially adverse effect on the Partnership or any of its Affiliates, any Portfolio Investment, future Portfolio Investments or such Limited Partner is likely to result from such Limited Partner's participation (or in the case of an exclusion from part but not all of its participation, the part of its participation in question) in such Portfolio Investment; provided, that the General Partner shall certify in reasonable detail to the Partnership and such Limited Partner the basis for its determination; or

(ii) based upon advice of counsel to the General Partner, such Limited Partner's participation (or in the case of an exclusion from part but not all of its participation, the part of its participation in question) in such Portfolio Investment would cause (A) a violation of any law or governmental regulation to which such Limited Partner is subject or (B) in the case of a Tax-Exempt Limited Partner which is a private foundation within the meaning of Section 509 of the Code, an excise tax obligation under Sections 4941 (other than by reason of actions of the Limited Partner apart from its investment in the Partnership), 4943 or 4944 of the Code.

Such determination shall be communicated to such Limited Partner at or prior to the time of the making of such Portfolio Investment, and the Payment Notices delivered in respect of such Portfolio Investment shall provide the amount of any additional capital which such other Limited Partners shall be required to contribute as a result of the developments set forth above or, if such determination is not made until after a Payment Notice for such Portfolio Investment is delivered to the other Limited Partners (but in any event within ten days after the consummation of such Portfolio Investment), the General Partner may then deliver a new notice to each other Limited Partner which is able to participate in such Portfolio Investment indicating the additional payment with respect to its Capital Contribution to be made in respect of such Portfolio Investment, and, subject to the provisos set forth in this Section 3.2(c), each such Limited Partner shall make such additional payment on the Payment Date in respect of such Portfolio Investment but in no event earlier than five Business Days after having been given such new notice. Additional amounts called for pursuant to this Section 3.2(c) shall be made by each such other Limited Partner in an amount which bears the same ratio to the aggregate of the additional amounts payable by all such other Limited Partners as such other Limited Partner's Unpaid Capital Commitment bears to the Unpaid Capital Commitments of all such other Limited Partners; provided, that no Partner shall be obligated as a result thereof to contribute an amount in excess of such Limited Partner's Unpaid Capital Commitment; provided, further, that no Partner shall be obligated without its prior written consent to contribute an amount in excess of

150% of such Partner's pro rata share of the aggregate Capital Contributions and Parallel Fund capital contributions required for such Portfolio Investment based upon the percentage that such Partner's Unpaid Capital Commitment as of such date represents of the aggregate Unpaid Capital Commitments of all Partners and unpaid capital commitments of Parallel Fund partners as of such date.

(d) The Unpaid Capital Commitment of any Limited Partner excused or excluded from participation in a Portfolio Investment pursuant to this Section 3.2 shall not be reduced as a result of such excuse or exclusion, and any capital contributed to the Partnership in respect of a Portfolio Investment from which a Limited Partner is excused or excluded shall be refunded to such Limited Partner.

(e) *Cancellation.* (i) *Cancellation by General Partner.* The General Partner at any time may cancel the obligation of all Partners to make Capital Contributions for Portfolio Investments (other than Follow-On Investments and/or Follow-Up Investments, if determined appropriate in the General Partner's discretion) if (A) the Partners' aggregate Capital Contributions which have been invested in, or called for contribution for investment in, or committed or reserved for investment in Portfolio Investments equals at least 75% of the Partners' Capital Commitments or (B) in the good faith judgment of the General Partner it is impracticable for the General Partner to continue the business of seeking out and making Portfolio Investments on behalf of the Partnership; provided, that if the General Partner shall cancel the obligations pursuant to clause (B) above, then the General Partner and its Affiliates shall not be permitted to close a Competing Fund until the Expiration Date.

(ii) *Termination Following Key Man Event or a Cause Event.* If at any time (A) a Key Man Event occurs, (B) a Cause Event shall have occurred or (C) a Majority in Interest of the Limited Partners shall have notified the General Partner of their determination that a Key Man Event or a Cause Event has occurred, the General Partner shall promptly give written notice to the Limited Partners of this fact and such notice shall include a description of the rights of the Combined Limited Partners set forth in this Section 3.2(e)(ii). Thereafter, the Commitment Period (A) may be terminated, in the case of an occurrence of a notification to the General Partner by a Majority in Interest of the Limited Partners of their determination that a Cause Event has occurred upon the written election of a Majority in Interest of the Combined Limited Partners within 60 days of such notice ("Termination Vote") and (B) will be automatically suspended in the case of a Key Man Event or Cause Event; provided, that such termination (or suspension as the case may be) of the Commitment Period shall not apply to any proposed Portfolio Investment so long as the Partnership has entered into a definitive agreement to invest or has otherwise contractually committed to such Portfolio Investment prior to the Key Man Event or Cause Event; provided, further, that in the case of an automatic suspension of the Commitment Period as provided in clause (B) above, such suspension shall be terminated (and the Commitment Period shall thereafter continue) if 60% in Interest of the Combined Limited Partners vote to terminate such suspension within 120 days of such suspension; provided, further, that the Commitment Period shall not be deemed terminated during such 120-day period for purposes of calculating the Management Fee (for the avoidance of doubt, if such suspension is not terminated within the time period specified above, the Commitment Period shall permanently terminate).

(iii) *No-Fault Termination of Commitment Period.* The Commitment Period may be terminated at any time by a vote of 66-2/3% in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote); provided, that such termination of the Commitment Period shall not apply to (x) any proposed Portfolio Investment with respect to which Partnership has entered into a definitive agreement to invest or has otherwise contractually committed to such Portfolio Investment prior to such election or (y) the Partnership's obligations under any borrowings or guarantees outstanding prior to such election.

(iv) *Termination of Commitment Period Following Certain Events.* If at any time (A) the Partnership, the Parallel Fund, any SBIC Fund or any of their respective parallel funds shall be subject to a voluntary proceeding seeking liquidation or reorganization or an involuntary proceeding seeking liquidation or reorganization that has not been dismissed 120 days after commencement thereof, then the Commitment Period shall terminate upon the written election of 66-2/3% in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote) (B) the Partnership, the Parallel Fund, any SBIC Fund or any of their respective parallel funds is treated as a corporation for U.S. tax purposes for a period of at least 90 days, then the General Partner shall promptly give notice of such event to the Limited Partners and the Commitment Period shall terminate upon the written election of 60% in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote) or (C) the General Partner or the general partner of the Parallel Fund, any SBIC Fund or any of their respective parallel funds knowingly breaches any of its covenants or representations contained in the Agreement, the Subscription Agreements, the amended and restated limited partnership agreement of, or the subscription documents with respect to, the Parallel Fund, the SBIC Fund or any of their respective parallel funds that causes a material adverse effect on any of the Partnership, any Parallel Fund, the SBIC Fund or their respective parallel funds, then the Commitment Period shall terminate upon the written election of 66-2/3% in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote); provided, that (x) the General Partner shall promptly notify the Limited Partners of any such breach and (y) such termination of the Commitment Period shall not (I) become effective unless such breach remains uncured 30 days after such notice of termination by the Combined Limited Partners and (II) apply to any proposed Portfolio Investment with respect to which the Partnership (or any acquisition vehicle owned thereby) has entered into a definitive agreement to invest or has otherwise contractually committed to such Portfolio Investment prior to such election or the Partnership's obligations under any borrowings or guarantees outstanding prior to the termination of the Commitment Period.

(f) If any Limited Partner is not required to make a Capital Contribution in accordance with paragraphs (b), (c) or this paragraph (f) of this Section 3.2 because such Capital Contribution would be in excess of such Limited Partner's Unpaid Capital Commitment, then, subject to the proviso set forth in this Section 3.2(f), the General Partner shall send to the other Limited Partners that are not subject to such constraint and that are otherwise able to participate

in such Portfolio Investment an additional Payment Notice providing the amount of any additional Capital Contributions which such other Limited Partners shall be required to make as a result of such excess not being funded by such Limited Partner. Additional amounts called for pursuant to this Section 3.2(f) shall be made by each such other Limited Partner in an amount which bears the same ratio to the aggregate of the additional amounts payable by all such other Limited Partners as such other Limited Partner's Unpaid Capital Commitment bears to the Unpaid Capital Commitments of all such other Limited Partners; provided, that no Partner shall be obligated as a result thereof to contribute an amount in excess of such Limited Partner's Unpaid Capital Commitment; provided, further, that no Partner shall be obligated without its prior written consent to contribute an amount in excess of 125% of such Partner's pro rata share of the aggregate Capital Contributions and Parallel Fund capital contributions required for such Portfolio Investment based upon the percentage that such Partner's Unpaid Capital Commitment as of such date represents of the aggregate Unpaid Capital Commitments of all Partners and unpaid Capital Commitments of Parallel Fund partners as of such date. The provisions of this Section 3.2(f) shall operate successively until either all Limited Partners able to participate in such Portfolio Investment are subject to the restriction set forth above or the full amount of Capital Contributions to be made by Limited Partners has been provided for.

(g) For purposes of determining the Unpaid Capital Commitment of a Partner that receives a refund of a Capital Contribution pursuant to this Section 3.2, the amount refunded shall be treated as never having been contributed to the Partnership. If during the period between the contribution and the refund of such amount, the Partners have made Capital Contributions for another Portfolio Investment or for any other purpose in ratios that were incorrect in light of the preceding sentence, then the General Partner shall require such additional Capital Contributions, and shall refund such amounts, as are necessary to adjust the Capital Contributions of Partners for such other Portfolio Investment to the correct ratio.

3.3. Subsequent Closings. (a) *Generally*. The General Partner may, in its sole discretion, admit additional Limited Partners, permit any existing Limited Partner to increase its Capital Commitment or increase the General Partner's Capital Commitment at one or more subsequent closings ("Subsequent Closings"); provided, that no Subsequent Closing shall occur later than twenty-four (24) months after the Closing Date.

(b) *Capital Contributions and any Deemed Contribution Amount at Subsequent Closings for Portfolio Investments*. Subject to Section 3.2, each Partner that is admitted or increases its percentage Capital Commitment at a Subsequent Closing shall make a Capital Contribution to the Partnership (and any Alternative Vehicle) at such Subsequent Closing equal to its pro rata share (based upon Partners' Capital Commitments) of the aggregate amount, if any, previously contributed by Partners for the making of any Portfolio Investment then still held by the Partnership (or, as applicable, such Alternative Vehicle) and any Deemed Contribution Amount minus any distributions made to any Partners in respect of any Portfolio Investment, plus an additional amount on each portion of such Capital Contribution equal to 8.0% per annum from the date of each such previous Capital Contribution to such date, prorated based upon the actual number of days elapsed; provided, that in the event that the General Partner determines in its sole discretion that there has been a material change in the Fair Market Value of a Portfolio Investment then held by the Partnership and that a pro rata payment therefor from a Partner at a Subsequent Closing as provided above would not be appropriate, the General Partner may

exclude such Partner from participation in such Portfolio Investment. The General Partner shall distribute the proceeds from such Capital Contributions and additional amounts among the Partners that were admitted at prior closings based upon the difference between the Capital Contributions that each such Partner has already made for such Portfolio Investments and any Deemed Contribution Amount and such Partner's Pro Rata Share of such amounts after giving effect to such admission or increase. Additional amounts paid (but not the Capital Contributions) to the Partnership pursuant to this Section 3.3 shall be treated solely for purposes of this Agreement (including tax treatment of such additional amounts) as though paid directly to existing Partners by the incoming Partners making such payment.

(c) *Direct Payments or Capital Contributions at Subsequent Closings for Organizational Expenses.* (i) If the date of a Subsequent Closing is prior to the Initial Investment Date, each Partner that is admitted or increases its percentage Capital Commitment at such Subsequent Closing shall make a Direct Payment to the General Partner (or as directed by the General Partner) at such Subsequent Closing (or on such later date as specified by the General Partner) in an amount such that such Partner's Direct Payments for Organizational Expenses is equal to (A) its Pro Rata Share of the Organizational Expenses to be paid by all Partners minus any distributions of Investment Proceeds made to the Partners in respect of any such Organizational Expenses, plus (B) an additional amount thereon equal to 8.0% per annum from the date each payment of Organizational Expenses would have been paid by such Limited Partner if such admission or increase had occurred on the Closing Date, prorated based upon the actual number of days elapsed. The General Partner shall distribute the proceeds from such Direct Payment among the Partners that were admitted at prior closings in proportion to the difference between the Direct Payments that each such Partner has already made for Organizational Expenses and such Partner's Pro Rata Share of Organizational Expenses to be paid by all Partners after giving effect to such admission or increase (other than amounts referred to in the second sentence of the definition of Organizational Expenses).

(ii) If the date of a Subsequent Closing is on or after the Initial Investment Date, each Partner that is admitted or increases its percentage Capital Commitment at such Subsequent Closing shall make the payments described in clause (i) above as a Capital Contribution (plus the additional amounts referred to in clause (i)(B) above) to the Partnership; provided, that the additional amounts paid pursuant to clause (i)(B) above shall not reduce the Unpaid Capital Commitment of such Partner.

(d) *Direct Payments or Capital Contributions at Subsequent Closing for Incremental Management Fee.* (i) If the date of a Subsequent Closing is prior to the Initial Investment Date, each Limited Partner that is admitted or increases its Capital Commitment at such Subsequent Closing shall make a Direct Payment to the General Partner (or as directed by the General Partner) at such Subsequent Closing (or on such later date as specified by the General Partner) for (A) the payment of the incremental Management Fee arising from such admission or increase determined in accordance with the Advisory Agreement, plus (B) an additional amount thereon equal to 8.0% per annum from the date each payment of Management Fees would have been paid by such Limited Partner if such admission or increase had occurred on the Closing Date, prorated based upon the number of actual days elapsed.

(ii) If the date of a Subsequent Closing is on or after the Initial Investment Date, each Limited Partner that is admitted or increases its percentage Capital Commitment at such Subsequent Closing shall make the payments described in clause (i)(A) above as a Capital Contribution (plus the additional amounts referred to in clause (i)(B) above) to the Partnership (for payment to the Advisor); provided, that the additional amounts paid pursuant to clause (i)(B) above shall not reduce the Unpaid Capital Commitment of such Partner.

(e) *Direct Payments or Capital Contributions at Subsequent Closings for Partnership Expenses.* (i) If the date of a Subsequent Closing is prior to the Initial Investment Date, each Partner that is admitted or increases its percentage Capital Commitment at such Subsequent Closing shall make a Direct Payment to the General Partner (or as directed by the General Partner) at such Subsequent Closing (or on such later date as specified by the General Partner) in an amount such that such Partner's Direct Payments for Partnership Expenses is equal to (A) its Pro Rata Share of the Partnership Expenses to be paid by all Partners minus any distributions of Investment Proceeds made to the Partners in respect of such Partnership Expenses, plus (B) an additional amount thereon equal to 8.0% per annum from the date each payment of Partnership Expenses would have been paid by such Limited Partner if such admission or increase had occurred on the Closing Date, prorated based upon the actual number of days elapsed. The General Partner shall distribute the proceeds from such Direct Payment among the Partners that were admitted at prior closings in proportion to the difference between the Direct Payments that each such Partner has already made for Partnership Expenses and such Partner's Pro Rata Share of Partnership Expenses to be paid by all Partners after giving effect to such admission or increase.

(ii) If the date of a Subsequent Closing is on or after the Initial Investment Date, each Partner that is admitted or increases its percentage Capital Commitment at such Subsequent Closing shall make the payments described in clause (i) above as a Capital Contribution (plus the additional amounts referred to in clause (i)(B) above) to the Partnership; provided, that the additional amounts paid pursuant to clause (i)(B) above shall not reduce the Unpaid Capital Commitment of such Partner.

(f) *Participation in Accrued Income.* Subject to the proviso in Section 3.3(b), Limited Partners that are admitted to the Partnership at any Subsequent Closing shall be entitled to any distributions or allocations relating to any income received or accrued prior to their admission with respect to Portfolio Investments still held by the Partnership at the time of such admission. If any such allocation is not permitted under applicable tax law, the Partnership shall specially allocate similar tax items subsequent to the admission of the new Limited Partner, or increase in a Limited Partner's interest, as relevant, to put the Limited Partner in the same position as it would have been in had it been a Limited Partner or held its Limited Partnership interest from the Closing Date.

(g) An existing Limited Partner whose Capital Commitment is increased pursuant to paragraph (a) above shall be treated, for purposes of this Section 3.3, as two Limited Partners, one being an additional Limited Partner that is admitted with a Capital Commitment equal to such increase as of the Subsequent Closing date upon which such increase occurred and the other being an existing Limited Partner with a Capital Commitment that is not increased.

(h) *Adjustment to Parallel Fund Portfolio Investments.* To the extent that as a result of any Limited Partner's admission or increase in Capital Commitment or admission or increase in capital commitments to Parallel Funds, the increase in Capital Commitment and/or Parallel Fund capital commitments causes the ratio of (i) Capital Commitments to (ii) Parallel Fund capital commitments to change, the General Partner shall adjust the percentage interest of the Partnership and such Parallel Fund in each Portfolio Investment to reflect such ratio. In such case, amounts shall be paid either to the Partnership or such Parallel Fund, as the case may be, by the other as applicable, as a result of such adjustment and in accordance with this Section 3.3 as applied to the Partnership and such Parallel Fund.

(i) Notwithstanding anything to the contrary in this Section 3.3, the General Partner may require the Limited Partners to make Capital Contributions, rather than Direct Payments, for Organizational Expenses, Partnership Expenses and/or Management Fees if the General Partner reasonably determines that less than 25% of the total value of each class of equity interests in the Partnership will be held by ERISA Partners after giving effect to such Capital Contribution.

3.4. Distributions -- General Principles. (a) *Generally.* Except as otherwise expressly provided in this Article III or in Article IX, no Partner shall have the right to withdraw capital from the Partnership or to receive any distribution or return of its Capital Contribution. Distributions of Partnership assets that are provided for in this Article III or in Article IX shall be made only to persons who, according to the books and records of the Partnership, were the holders of record of Interests in the Partnership on the date determined by the General Partner as of which the Partners are entitled to any such distributions.

(b) *Distributions in Kind of Marketable Securities.* (i) Distributions prior to the termination of the Partnership may only take the form of cash or Marketable Securities, in the General Partner's discretion. Distributions consisting of both cash and Marketable Securities shall be made, to the extent practicable, in pro rata portions of cash and such securities as to each Partner receiving such distributions, subject to the provisions of paragraph (ii) below.

(ii) In addition to distributions of Marketable Securities permitted pursuant to paragraph (i) above, and notwithstanding anything contained herein to the contrary, with respect to all or any portion of any Portfolio Investment that the General Partner had otherwise determined to liquidate and distribute as cash, the General Partner may, in its sole discretion, offer each Partner a choice to receive an in kind distribution of Marketable Securities with respect thereto as set forth below (a "Stock Election"):

(A) The General Partner shall notify the Partners in writing of the Stock Election pursuant to this Section 3.4(b)(ii) with respect to an anticipated Disposition;

(B) Upon receipt of the notice pursuant to clause (A) above, each Partner may elect with respect to its share of the Portfolio Investment which is the subject of the anticipated Disposition (as determined pursuant to this Article III) to receive a distribution in kind of Marketable Securities (in whole or in part);

(C) Each such Partner shall be deemed to have elected to have the Partnership sell its share of such Marketable Securities in full, unless the General Partner shall have received a written notice from such Partner electing to receive all or any portion of such Marketable Securities as an in kind distribution within ten days of the date of the notice pursuant to clause (A) above;

(D) The General Partner may reasonably require that as a condition to the election by any Partner to receive a distribution in kind of Marketable Securities pursuant to this Section 3.4(b)(ii), such Partner shall make any necessary or desirable representations, warranties and covenants as the General Partner shall determine in its sole discretion;

(E) To the extent the General Partner elects to receive Marketable Securities pursuant to this Section 3.4(b)(ii), such Marketable Securities may, in the General Partner's sole discretion, be distributed to the General Partner after the Partnership has entered into a definitive agreement to sell such Marketable Securities but prior to the date that the Limited Partners' Marketable Securities are distributed (or deemed distributed) hereunder; provided, that if the related Disposition does not occur as provided in such definitive agreement, then the General Partner shall promptly return such Marketable Securities to the Partnership; provided, further, that the General Partner shall not dispose of any of such Marketable Securities prior to the time that such Marketable Securities are distributed (or deemed distributed) to the Limited Partners hereunder;

(F) Any Profits and Losses (including the associated taxable income and loss) recognized by the Partnership upon the disposition of such Marketable Securities shall be allocated pro rata only among those Partners that receive proceeds instead of Marketable Securities and such Partners shall bear all of the expenses (including, without limitation, underwriting costs and brokerage commissions) of such disposition;

(G) Any Profits and Losses for Capital Account adjustment purposes upon and with respect to the distribution in kind of Marketable Securities to Partners who elect to receive Marketable Securities shall be allocated pro rata only among those Partners so electing.

(iii) Except as otherwise provided in this Agreement, (i) assets distributed in kind shall be deemed to have been sold for cash for their Fair Market Value determined in accordance with Section 4.7 and (ii) upon the making of a distribution in kind, the Capital Accounts of the Partners receiving such distribution shall be reduced by the Fair Market Value of the property distributed and the Capital Accounts of the Partners receiving such distribution shall be adjusted to reflect gain or loss deemed to have been realized in respect of the deemed sale. In case of a Limited Partner receiving a distribution in kind, the calculation of the Carried Interest shall be based on the Fair Market Value of the Marketable Securities to be distributed in kind as determined in accordance with Section 4.7.

(iv) If a Limited Partner determines upon the written advice of counsel, that there is a reasonable likelihood that any distribution in kind would cause such Limited Partner to be in violation of any law, regulation or order, such Limited Partner and the General Partner shall each use its best efforts to make alternative arrangements with respect to such distribution; provided, that, notwithstanding the requirement of the General Partner in this section to convert a distribution to cash on behalf of the Limited Partner, the relevant distribution shall be deemed received by the Limited Partner for purposes of the calculations hereunder, including those made pursuant to Section 3.5 hereof.

(v) If a Limited Partner requests, the General Partner shall (subject to applicable laws and regulations), with respect to any distribution in kind of Marketable Securities, assist such Limited Partner in its efforts to sell such securities including (i) delivering the securities directly to such Limited Partner's broker and (ii) providing such Limited Partner or broker such information that is reasonably requested thereby with respect to any subsequent sale; provided, that it is understood that the relevant distribution shall be deemed received by the Limited Partner for all purposes hereof (without regard to whether the Limited Partner promptly sells Marketable Securities).

(vi) The Partnership shall not be permitted to distribute Marketable Securities that in aggregate total more than 10% of Capital Commitments (based on their original cost).

(c) *Timing of Distributions.* Distributions shall be made at the times provided below:

(i) Current Income from a Portfolio Investment shall be distributed on a quarterly basis; provided, that no distribution of Current Income shall be required unless at such time aggregate distributable amounts are greater than or equal to \$500,000.

(ii) Disposition Proceeds from a Portfolio Investment shall be distributed as soon as practicable and in no event later than 60 days after receipt thereof by the Partnership consistent with any contractual or legal restrictions applicable to the Partnership.

(iii) Temporary Investment Income (other than Deemed Contribution Earnings) shall be distributed on an annual basis but in no event later than 30 days following the end of the Fiscal Year in which such Temporary Investment Income is received by the Partnership, or more often (i) if at any time retained amounts of Temporary Investment Income not specifically reserved for Partnership Expenses or other obligations exceed \$1 million or (ii) in the sole discretion of the General Partner.

(d) For all purposes of this Agreement, whenever a portion of a Portfolio Investment (but not the entire Portfolio Investment) is the subject of a Disposition, (x) that portion shall be treated as having been a separate Portfolio Investment from the portion of the Portfolio Investment that is retained by the Partnership and (y) prior Current Income distributions and Capital Contributions for the Portfolio Investment shall be treated as having been divided between the sold portion and the retained portion on a pro rata basis; provided, that, this paragraph (d) shall not apply to a partial Disposition of a Portfolio Investment where the

total distributions of Investment Proceeds made by the Partnership to such Limited Partner (other than Affiliates of the General Partner) with regard to the relevant Portfolio Investment have not equaled or exceeded the total Capital Contributions made by such Limited Partner (other than Affiliates of the General Partner) for the acquisition of such Portfolio Investment (other than Deemed Contribution Amounts).

(e) For all purposes of this Agreement, whenever an investment is made in the same type of security of an entity in which a Portfolio Investment previously has been made, such subsequent investment shall be treated as a separate Portfolio Investment from the Portfolio Investment previously made, and the Capital Contributions for, and Investment Proceeds and Carried Interest proceeds subsequently received from, such entity shall be divided between the prior investment and the subsequent investment based upon the relative amounts of securities acquired by the Partnership as a result of such prior and subsequent investments.

(f) The amount of any taxes paid by or withheld (directly or indirectly) from receipts of the Partnership (or any Alternative Vehicle) which are allocated to a Partner as reasonably determined by the General Partner from a Portfolio Investment shall be deemed to have been distributed to such Partner as Investment Proceeds to the extent that the payment or withholding of such taxes reduced Investment Proceeds, as the case may be, otherwise distributable to such Partner as provided herein.

(g) (i) Any amount otherwise distributable to a Limited Partner pursuant to Sections 3.3, 3.4 and 3.5 may be retained by the Partnership and used for any purpose permissible under this Agreement to the extent such retained amounts would have, if distributed, increased the Unpaid Capital Commitment of such Limited Partner in accordance with clauses (c)(i) and (c)(ii) of the definition of Unpaid Capital Commitment.

(ii) Other than amounts referred to in clause (i) above, which would have increased the Unpaid Capital Commitment of a Limited Partner, any amount otherwise distributable to a Limited Partner pursuant to Sections 3.4 and 3.5 may be retained by the Partnership and used for any purpose permissible under this Agreement, to the extent that, if such amounts had been distributed to the Limited Partner pursuant to Sections 3.4 and 3.5 and immediately recontributed thereby as a Capital Contribution, such Limited Partner's Unpaid Capital Commitment would have been reduced by such amount (and therefore such amounts may not exceed such Limited Partner's then Unpaid Capital Commitment); provided, that the foregoing shall not limit the ability to pay Management Fees and Partnership Expenses and take reserves therefor in accordance with Sections 6.2(c) and 6.3(b) and (c).

(iii) Any amount retained pursuant to clauses (i) and (ii) above shall be treated as though such amount had been distributed to the Limited Partner pursuant to Sections 3.3, 3.4 and 3.5 and immediately recontributed thereby as a Capital Contribution as of the date of such distribution for all purposes hereof. In addition, the Limited Partners shall receive a notice specifying the purpose of such retention and the amount retained.

(h) The General Partner shall use its reasonable efforts to dispose of Marketable Securities held by the Partnership for cash in lieu of distributing such Marketable Securities to the Partners, unless the General Partner determines in good faith that for legal, regulatory or commercial reasons the distribution of Marketable Securities would maximize the value of the Disposition to the Partners; provided, that the foregoing in no way limits Section 3.4(b)(vi).

3.5. Amounts and Priority of Distributions. (a) *Distributions of Investment Proceeds.* Each distribution of Investment Proceeds from a Portfolio Investment shall initially be made to the Partners (including the Deemed Contribution Entity) pro rata in proportion to each of their respective Percentage Interests with respect to such Portfolio Investment. Notwithstanding the previous sentence, the share of each Limited Partner (other than Affiliates of the General Partner) of each distribution of Investment Proceeds shall be divided between such Limited Partner on the one hand and the General Partner on the other hand as follows:

(i) *Return of Capital and Costs:* First, 100% to such Limited Partner until such Limited Partner has received distributions of Investment Proceeds (pursuant to this clause (i)) from such Portfolio Investment and all Realized Portfolio Investments in an amount equal to such Limited Partner's Realized Capital and Costs;

(ii) *8% Preferred Return:* Second, 100% to such Limited Partner until the cumulative distributions to such Limited Partner of Investment Proceeds from such Portfolio Investment and all Realized Portfolio Investments in excess of such Limited Partner's Realized Capital and Costs represents an 8% per annum compounded return on the sum of (x) such Limited Partner's Realized Capital and Costs and (y) the amount of any Capital Contributions used to pay Organizational Expenses, Partnership Expenses and Management Fees (and not already included in the definition of Realized Capital and Costs);

(iii) *Catch-up to 20% Overall Carried Interest:* Third, 100% to such Limited Partner, if applicable, and then 50% to the General Partner and 50% to such Limited Partner, until the General Partner has received (as Carried Interest) 20% of the sum of (A) the aggregate amount of Investment Proceeds distributed to such Limited Partner from such Portfolio Investment and all Realized Portfolio Investments, net of such Limited Partner's Realized Capital and Costs and (B) the amount of Carried Interest distributed to the General Partner with respect to such Limited Partner;

(iv) *80/20 Split:* Thereafter, 80% to such Limited Partner and 20% to the General Partner.

(b) *Distributions of Temporary Investment Income.* Each distribution of Temporary Investment Income shall be divided among all Partners (including the General Partner) in proportion to their respective proportionate interests in the Partnership property or funds that produced such Temporary Investment Income, as reasonably determined by the General Partner (including taking into account the arrangements set forth under Section 3.5(a)).

(c) *Distributions from Bridge Financings.* Subject to the last sentence of the definition of "Bridge Financing" in Article I hereof, distributions relating to Bridge Financings

will be on a pro rata basis to all Partners in proportion to their respective Percentage Interests in respect of such Bridge Financings.

(d) *Writedowns*. If, as of the date of any distribution pursuant to Section 3.5(a), the aggregate Fair Market Value of all Unrealized Portfolio Investments is less than the total Capital Contributions of all Partners relating to such Unrealized Portfolio Investments, all such Unrealized Portfolio Investments shall, for the purposes of the calculations called for by Section 3.5(a) and this Section 3.5(d) as of the date of the distribution in question, be deemed to have been sold for their Fair Market Value on the date of such distribution (a “Writedown”) and immediately repurchased for its Fair Market Value.

(e) Any amounts returned to the Partnership by a Partner pursuant to Section 5.2(b) shall reduce the amount of distributions such Partner is deemed to have received (as of the date of such return and therefore considered to such extent for cumulative return purposes) for purposes of Section 3.5 and 9.4.

(f) If at (1) the end of the Commitment Period and (2) each two-year anniversary of the end of the Commitment Period (each an “Interim Clawback Determination Date”), distributions of Carried Interest to the General Partner have been made with respect to any Limited Partner and either (i) the Cumulative Net Distributions with respect to such Limited Partner do not represent at least an 8% per annum compounded return on such Limited Partner’s Realized Capital and Costs and the amount of any Capital Contributions used to pay Organizational Expenses, Partnership Expenses and Management Fees (and not included in the definition of Realized Capital and Costs) (the “Preferred Return”) or (ii) the aggregate distributions of Carried Interest to the General Partner with respect to such Limited Partner exceeds 20% of the sum of (A) the Cumulative Net Distributions with respect to such Limited Partner and (B) the aggregate distributions of Carried Interest to the General Partner with respect to such Limited Partner (such excess amount being the “Excess 20% Amount” and, the greater of (x) the amount required to be paid so that the Limited Partner would receive the Preferred Return and (y) the Excess 20% Amount, being referred to as the “Excess Interim Clawback Amount”), determined after giving effect to all transactions through the applicable Interim Clawback Determination Date, then the General Partner shall be obligated to return promptly to the Partnership for distribution to such Limited Partner the lesser of (x) the Excess Interim Clawback Amount with respect to such Limited Partner and (y) the After-Tax Amount of the aggregate distributions of Carried Interest to the General Partner with respect to such Limited Partner (the “Interim Clawback Amount”). Any amount paid to a Limited Partner with respect to such an Interim Clawback Amount shall be considered a reduction of the amount of Carried Interest deemed to have been distributed to the General Partner with respect to such Limited Partner for all purposes hereof, including Section 9.4, and such amount distributed to such Limited Partner shall be considered an increase in the amount deemed to have been distributed thereto as Investment Proceeds from Realized Portfolio Investments (pursuant to Section 3.5(a)(i)) for all purposes hereof, including Section 9.4.

(g) The Interim Clawback Amounts shall be guaranteed as provided for in Section 9.4(d) hereof.

(h) With respect to each Limited Partner, the Preferred Return payable under Section 3.5(a)(ii) shall accrue on the applicable amount of Realized Capital and Costs from the later of the applicable Payment Date or Payment Dates on which the relevant Capital Contributions were due and the date or dates on which such Capital Contributions were actually received by the Partnership through the relevant date or dates on which such Realized Capital and Costs was returned to such Limited Partner out of Investment Proceeds distributed pursuant to this Agreement.

(i) *Limitation on distributions to the Deemed Contribution Entity and Catch-Up.* It is the intention of the parties to this Agreement that distributions to the Deemed Contribution Entity be limited to the extent necessary so that its Partnership interest constitutes a “profits interest” (except to the extent of its Capital Contributions). In furtherance of the foregoing, the General Partner shall, if necessary, limit distributions to the Deemed Contribution Entity under Section 3.5(a) with respect to each Limited Partner that has made Deemed Contributions so that such distributions do not exceed the amount of available profits (as determined by the General Partner) in respect of such Limited Partner, determined by the General Partner in good faith. In the event the Deemed Contribution Entity’s distributions are reduced pursuant to the preceding sentence, an amount equal to such excess distributions shall be treated as instead apportioned to the relevant Limited Partner under Section 3.5(a), and the General Partner shall make appropriate adjustments (as determined by the General Partner) to future distributions with respect to such Limited Partner under Section 3.5(a)(i) so that the Deemed Contribution Entity receives (from future profits, consistent with the principles of this Section 3.5(i)) an amount equal to such excess distributions out of amounts that, but for this sentence, would have been distributed to the Limited Partner. Notwithstanding anything to the contrary herein, the General Partner may amend the provisions of this Section 3.5(i) (and related provisions of this Agreement) to the extent the General Partner determines in good faith that such amendment is advisable under applicable tax law; provided, however, that such amendment does not have a material adverse economic effect on the Limited Partners.

(j) No distribution shall be made to the General Partner pursuant to Section 3.5(a)(iii) or Section 3.5(a)(iv) with respect to a Limited Partner unless, as of the date of such distribution, such Limited Partner’s pro rata share of the aggregate Fair Market Value of all remaining Portfolio Investments is equal to or greater than 115% of (A) the sum of (i) the aggregate Capital Contributions of such Limited Partner for all Portfolio Investments (other than Deemed Contributions) and (ii) the aggregate Capital Contributions of such Limited Partner for all Organizational Expenses, Partnership Expenses, Management Fees and Deemed Contribution Amounts as of such date, minus (B) all Investment Proceeds and Temporary Investment Income distributed to such Limited Partner as of such date; provided, that this paragraph (j) shall only apply until the date when total distributions of Investment Proceeds and Temporary Investment Income made by the Partnership to such Limited Partner is equal to or greater than the total Capital Contributions made by such Limited Partner for the acquisition of all Portfolio Investments (other than Deemed Contributions); and provided, further, that in the case of any additional Capital Contributions made by such Limited Partner for Portfolio Investments following the date described in the prior proviso, this paragraph will become applicable once more.

3.6. Tax Distributions. The General Partner may receive a cash advance against distributions to the General Partner to the extent that distributions to the General Partner during any Fiscal Year are not sufficient for the General Partner or any of its direct or indirect owners to pay when due any income tax (including estimated income tax) imposed on it or them with respect to distributions or allocations of taxable income pursuant to this Agreement during such Fiscal Year, calculated using the Assumed Income Tax Rate. Amounts otherwise to be distributed to the General Partner pursuant to Section 3.5(a) (including distributions in kind) shall be reduced by the amount of any prior advances made to the General Partner pursuant to this Section 3.6 until all such advances are restored to the Partnership in full.

3.7. Escrow Account. (a) *Establishment of Escrow Account.* The Partnership shall establish an escrow account (the "Escrow Account") with a notional sub-account for each Limited Partner, which shall be maintained until the Partnership is dissolved pursuant to Section 9.1. Subject to Section 3.7(c) below, the General Partner shall be required to credit such Limited Partner's notional sub-account in the Escrow Account an amount (in cash or in kind (provided, that the General Partner shall use reasonable efforts to convert any in-kind deposits promptly into cash), depending upon the form in which such Carried Interest is distributed to the General Partner) equal to 25% of the After-Tax Amount of Carried Interest otherwise attributable to the General Partner with respect to such Limited Partner.

(b) *Permitted Withdrawals Out of The Escrow Account.* Subject to Section 3.7(c) below, all interest or other amounts earned by the funds deposited in the Escrow Account shall remain therein and may not be withdrawn by the General Partner; provided, that the General Partner may withdraw from the Escrow Account the amount of cash necessary to pay when due any income taxes imposed on it and its members, partners or shareholders (calculated using the Assumed Income Tax Rate) that are attributable to the interest or other amounts earned by the funds in the Escrow Account.

(c) *Payment of Interim Clawback Amount Out of Escrow Account.* If on an Interim Clawback Determination Date the General Partner owes an amount pursuant to Section 3.5(f) with respect to a Limited Partner, the General Partner shall cause an amount equal to the lesser of (A) the amount in such Limited Partner's notional sub-account in the Escrow Account and (B) the Interim Clawback Amount with respect to such Limited Partner to be returned to such Limited Partner from the Escrow Account. If at any time the amount remaining in such Limited Partner's notional sub-account in the Escrow Account exceeds the amount of the Interim Clawback Amount or Clawback Amount, as applicable, assuming the Fair Market Value of all remaining Portfolio Investments equals zero, then such excess shall be immediately released to the General Partner; provided, that such calculation shall be subject to the approval of the LP Advisory Committee and such excess shall only be paid upon the later to occur of (i) the date upon which at least 75% of aggregate Capital Commitments have been drawn and (ii) the end of the Commitment Period.

(d) For purposes of calculating distributions and maintaining Capital Accounts, amounts distributed by the Partnership and placed in escrow by the General Partner shall be considered distributed to the General Partner and amounts required to be returned to the Partnership shall be considered a contribution to capital by the General Partner.

ARTICLE IV

The General Partner

4.1. Investment Guidelines. The Partnership shall make investments in accordance with the Investment Guidelines (the securities in which the Partnership has actually invested or the securities issued as a dividend thereon, in a reclassification with respect thereto or in an exchange therefor, are referred to herein as "Portfolio Investments", and the issuers thereof are referred to herein as "Portfolio Companies"). For avoidance of doubt, it is understood that the limitations found in the Investment Guidelines are applied (i) each time a Capital Contribution is made and (ii) on an individual basis with respect to each Limited Partner. In addition, at such time as any funds of the Partnership are not invested in Portfolio Investments, distributed to the Partners or applied toward the expenses of the Partnership, the Partnership may invest such funds in only Temporary Investments.

4.2. Powers of the General Partner. (a) The management, operation and policy of the Partnership shall be vested exclusively in the General Partner, which shall have the power by itself and shall be authorized and empowered on behalf and in the name of the Partnership to carry out any and all of the objects and purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that it may in its good faith judgment deem necessary or advisable or incidental thereto, all in accordance with and subject to the other terms of this Agreement. The General Partner is designated, and is specifically authorized to act as, the "tax matters partner" under the Code and in any similar capacity under state, local or non-United States law. The General Partner and the Advisor shall cause their personnel to devote such time as shall be necessary to conduct the business affairs of the Partnership in an appropriate and prudent manner. The General Partner shall provide prompt written notice to the Limited Partners of any violation of the previous sentence and any Key Man Event. The General Partner shall use its reasonable best efforts to have the Partnership comply with applicable laws. For the avoidance of doubt, the General Partner shall not be permitted to apply Investment Proceeds or Temporary Investment Income to a Portfolio Investment for which the General Partner could not issue a Payment Notice pursuant to Section 3.1(a).

(b) Without limiting the foregoing general powers and duties, the General Partner is hereby authorized and empowered on behalf and in the name of the Partnership, or on its own behalf and in its own name, or through agents, as may be appropriate, subject to the limitations contained elsewhere in this Agreement, to:

(i) make all decisions concerning the investigation, selection, negotiation, structuring, commitment to, monitoring of and disposition of Portfolio Investments;

(ii) direct the formulation of investment policies and strategies for the Partnership, and select and approve the investment of Partnership funds, all in accordance with the Investment Guidelines and the other limitations of this Agreement;

(iii) acquire, hold, sell, transfer, exchange, pledge and dispose of Portfolio Investments, and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to Portfolio Investments, including, without limitation, the

voting of Portfolio Investments, the approval of a restructuring of an investment in a Portfolio Company, participation in arrangements with creditors, the institution and settlement or compromise of suits and administrative proceedings and other similar matters;

(iv) open, maintain and close bank accounts and draw checks or other orders for the payment of money and open, maintain and close brokerage, money market fund and similar accounts;

(v) hire for usual and customary payments and expenses consultants, brokers, attorneys, accountants and such other agents for the Partnership as it may deem necessary or advisable, and authorize any such agent to act for and on behalf of the Partnership (including as contemplated by the definition of Organizational Expenses);

(vi) enter into, execute, maintain and/or terminate contracts, undertakings, agreements and any and all other documents and instruments in the name of the Partnership, and to do or perform all such things as may be necessary or advisable in furtherance of the Partnership's powers, objects or purposes or to the conduct of the Partnership's activities, including entering into acquisition agreements to make or dispose of Portfolio Investments which may include such representations, warranties, covenants, indemnities and guaranties as the General Partner deems necessary or advisable; and

(vii) make, in its sole discretion, any and all elections for Federal, state, local and non-United States tax matters, including any election to adjust the basis of Partnership property pursuant to Sections 734(b), 743(b) and 754 of the Code or comparable provisions of state, local or non-United States law.

(c) *Borrowing and Guarantees.* The General Partner shall have the right, at its option, to cause the Partnership to guarantee loans or other extensions of credit made to any current or prospective Portfolio Company (or to any subsidiary thereof) or any vehicle formed to effect the acquisition thereof; and the General Partner may, at its option, cause the Partnership to borrow money for the purpose of (i) covering Partnership Expenses or the Management Fee or (ii) providing interim financing to the extent necessary to consummate the purchase of Portfolio Investments prior to the receipt of permanent financing or Capital Contributions or distributions (as applicable); provided, that the General Partner reasonably expects, at the time of such interim financing, that such interim financing will not be outstanding for longer than twelve (12) months; and provided, further, that any such borrowings from the General Partner or its Affiliates shall (1) be on terms at least as favorable to the Partnership as those available from unaffiliated third parties and (2) not exceed \$1 million at any time without LP Advisory Committee approval (it being understood that Partnership Expenses paid by the Advisor that are reimbursable by the Partnership shall not be considered borrowings for these purposes); and provided, further, that such borrowings by the Partnership shall not exceed the lesser of (A) 10% of total Capital Commitments at any time and (B) Unpaid Capital Commitments; and provided, further, that such guarantees by the Partnership shall not exceed the lesser of (A) 10% of total Capital Commitments at any time and (B) Unpaid Capital Commitments; and provided, further, that such borrowings or guarantees by the Partnership shall, in the aggregate, not exceed the lesser of (A) 20% of total Capital Commitments at any time and (B) Unpaid Capital Commitments; and

provided, further, that such outstanding borrowings pursuant to clause (i) above shall not exceed \$15 million at any time; and provided, further, that the General Partner shall not be permitted to issue any Payment Notice pursuant to Section 3.1(a)(i) or 3.1(a)(ii) at any time at which aggregate borrowings or guarantees exceed Unpaid Capital Commitments; and provided, further, that the General Partner shall not pledge the equity of one Portfolio Company in connection with the financing of another Portfolio Company. The General Partner shall give each Tax Exempt Limited Partner who has previously requested in writing that the General Partner do so and who is not then in default on any obligation hereunder, the opportunity, upon at least two (2) Business Days' notice, to make a contribution of capital to the Partnership on the date of or prior to any borrowing by the Partnership in the amount equal to such Tax Exempt Limited Partner's pro rata share of such borrowing, and such borrowing (and the interest expense relating thereto) shall not be allocated to each such Tax Exempt Limited Partner. The amount of any such contribution of capital shall be credited against such Tax Exempt Limited Partner's obligation to make a Capital Contribution on the Payment Date next following such contribution of capital or such later date when the borrowing is repaid. The General Partner shall have the right at its option to make a collateral assignment to a lender or other credit party of the Partnership of the right to issue Payment Notices, drawdown notices and other related rights, titles, interests, remedies, powers and privileges of the Partnership and/or the General Partner with respect to the Capital Commitments and Capital Contributions of the Partners; provided, that any exercise of such rights shall be in accordance with this Agreement; provided, further, that in no way shall any Limited Partner be required to fund Capital Contributions to any party other than the Partnership (or an Alternative Vehicle, as applicable) as a result thereof.

4.3. Limitation on Liability. (a) The General Partner shall be subject to all of the liabilities of a general partner in a partnership without limited partners; provided, that to the fullest extent permitted by law, none of the General Partner (including the members of the Investment Committee of the General Partner), its Affiliates (including the Advisor, but excluding any Parallel Fund or Competing Fund), nor their respective officers, directors, stockholders, members, employees and partners, and any other person who serves at the request of the General Partner on behalf of the Partnership as an officer, director or employee of any other entities (each, an "Indemnitee") shall be liable to the Partnership or to any Limited Partner for (i) any act or omission taken or suffered by the Indemnitees in connection with the conduct of the affairs of the Partnership or otherwise in connection with this Agreement or the matters contemplated herein, unless such act or omission resulted from fraud, bad faith, willful misconduct, gross negligence, a material breach of this Agreement (that has not been cured by the General Partner within 30 days after the General Partner has received notice thereof (provided, that such conduct shall not be considered cured if such conduct initially had a material adverse effect on the Partnership, any Parallel Fund, the SBIC Fund or their respective parallel funds taken as a whole)), a material violation of applicable securities laws by such Indemnitee or a finding by a court of competent jurisdiction of a breach by the General Partner or the Advisor of its fiduciary duties, and except that nothing herein shall constitute a waiver or limitation of any rights which a Partner or the Partnership may have under applicable securities laws or other laws and which may not be waived or (ii) any mistake, negligence, dishonesty or bad faith of any broker or other agent of the Partnership (other than the Advisor to the extent it otherwise does not meet the conditions for exculpation set forth in clause (i) above) selected by the General Partner with reasonable care.

(b) To the extent that, at law or in equity, the General Partner has duties (including fiduciary duties) and liabilities relating thereto to the Partnership or to another Partner, the General Partner acting under this Agreement shall not be liable to the Partnership or to any such other Partner for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict the duties and liabilities of the General Partner otherwise existing at law or in equity, are agreed by the Partners to modify to that extent such other duties and liabilities of the General Partner.

(c) The General Partner may consult with legal counsel and accountants selected by it and any act or omission suffered or taken by it on behalf of the Partnership or in furtherance of the interests of the Partnership in good faith in reasonable reliance upon and in accordance with the advice of such counsel or accountants shall be full justification for any such act or omission, and the General Partner shall be fully protected in so acting or omitting to act; provided, that such counsel or accountants were selected and monitored with reasonable care.

4.4. Indemnification. (a) To the fullest extent permitted by law, the Partnership shall indemnify and save harmless each of the Indemnitees from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnatee and or to which such Indemnatee may be subject by reason of its activities on behalf of the Partnership or in furtherance of the interest of the Partnership or otherwise arising out of or in connection with the affairs of the Partnership, its Portfolio Companies or any Alternative Vehicle (including any Corporation), including acting as a director of a Portfolio Company or the performance by such Indemnatee of any of the General Partner's responsibilities hereunder or the Advisor's responsibilities under the Advisory Agreement or otherwise in connection with the matters contemplated herein or therein; provided, that: (i) an Indemnatee shall be entitled to indemnification hereunder only to the extent that such Indemnatee's conduct did not constitute fraud, bad faith, willful misconduct, gross negligence, a material breach of this Agreement (that has not been cured by the General Partner within 30 days after the General Partner has received notice thereof (provided, that such conduct shall not be considered cured if such conduct initially had a material adverse effect on the Partnership, any Parallel Fund, the SBIC Fund or their respective parallel funds taken as a whole)), a material violation of applicable securities laws or a finding by a court of competent jurisdiction of a breach by the General Partner or the Advisor of its fiduciary duties; (ii) nothing herein shall constitute a waiver or limitation of any rights which a Partner or the Partnership may have under applicable securities laws or other laws and which may not be waived; and (iii) the Partnership's obligations hereunder shall not apply with respect to (w) disputes solely between or among Indemnitees, (x) economic losses or tax obligations incurred by any Indemnatee as a result of such Indemnatee's ownership of an interest in the Partnership or in Portfolio Companies or (y) expenses of the Partnership that an Indemnatee has agreed to bear or (z) a criminal proceeding in which the Indemnatee had reasonable cause to believe that his or her action was unlawful.

The satisfaction of any indemnification and any saving harmless pursuant to this Section 4.4(a) shall be from and limited to Partnership assets, no Limited Partner shall have any obligation to make Capital Contributions to fund its share of any indemnification obligations

under this Section 4.4 in excess of such Limited Partner's Unpaid Capital Commitments, and no Partner shall have any personal liability on account thereof; provided, that each Limited Partner will be obligated to return any amounts distributed to it in order to fund any deficiency in the Partnership's indemnity obligations hereunder to the extent provided in Section 5.2.

The conduct of the General Partner and the Advisor shall be attributed to one another for purposes of determining whether indemnification is available pursuant to this Section 4.4 and whether conduct meets the standards set forth in Section 4.3 above.

The General Partner shall use reasonable efforts to give prompt notice to the LP Advisory Committee of any known governmental investigations into or judicial proceedings against the Partnership (other than those determined in the good faith of the General Partner to be routine), by any governmental authority, including, without limitation, the Securities and Exchange Commission, or any state securities regulatory authority, that are determined in the good faith of the General Partner to be material and reasonably likely to have an adverse effect on the Partnership.

(b) Expenses reasonably incurred by an Indemnitee in defense or settlement of any claim that may be subject to a right of indemnification hereunder (other than expenses incurred by an Indemnitee in the defense of an action brought by a Majority in Interest of the Combined Limited Partners against such Indemnitee; provided, that such Indemnitee shall ultimately be entitled to be indemnified for such expenses if such Indemnitee succeeds in such action) shall be advanced by the Partnership prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnitee to repay such amount to the extent that it shall be determined ultimately that such Indemnitee is not entitled to be indemnified hereunder. No advances shall be made by the Partnership under this Section 4.4(b) without the prior written approval of the General Partner.

(c) The right of any Indemnitee to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnitee may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnitee's successors, assigns and legal representatives.

(d) Any Person entitled to indemnification from the Partnership hereunder shall first seek recovery under any other indemnity or any insurance policies by which such Person is indemnified or covered, as the case may be, but only to the extent that the indemnitor with respect to such indemnity or the insurer with respect to such insurance policy provides (or acknowledges its obligation to provide) such indemnity or coverage on a timely basis, as the case may be, and, if such Person is other than the General Partner, such Person shall obtain the written consent of the General Partner prior to entering into any compromise or settlement which would result in an obligation of the Partnership to indemnify such Person; and if liabilities arise out of the conduct of the affairs of the Partnership and any other Person (including any Parallel Fund) for which the Person entitled to indemnification from the Partnership hereunder was then acting in a similar capacity, the amount of the indemnification provided by the Partnership shall be limited to the Partnership's proportionate share thereof as determined in good faith by the General Partner in light of its fiduciary duties to the Partnership and the Limited Partners.

(e) Notwithstanding anything to the contrary herein, and for the avoidance of doubt, the Partnership's obligations under this Section 4.4 are not intended to render the Partnership as a primary indemnitor for purposes of the indemnification, advancement of expenses and related provisions under the corporation or other applicable law governing an applicable Portfolio Company, it being agreed that an Indemnitee shall first seek to be so indemnified and have such expenses advanced by such Portfolio Company (or applicable insurance policies maintained by such Portfolio Company). Inasmuch as the Partnership is intended to be secondarily liable in respect of losses, damages and expenses that are otherwise primarily indemnifiable by a particular Portfolio Company, it is intended among the Partners and the Indemnitees that any advancement or payment by the Partnership to the Indemnitee will result in the Partnership's having a subrogation claim against the relevant Portfolio Company in respect of such advancement or payments. The General Partner and the Partnership shall be specifically empowered to structure any such advancement or payment as a loan or other arrangement as the General Partner may determine necessary or advisable to give effect to or otherwise implement the foregoing.

(f) Any Indemnitee shall be deemed to be a creditor of the Partnership and shall be entitled to enforce the obligations of Partners to return distributions pursuant to Section 5.2 following the termination of the Partnership.

(g) The Partnership's obligations under this Section 4.4 shall not apply with respect to (i) expenses expressly borne by the General Partner or the Advisor pursuant to this Agreement or the Advisory Agreement, (ii) claims, liabilities, damages, losses, expenses and costs arising solely out of disputes among (x) partners or members of the General Partner or any of its Affiliates or (y) Indemnitees, (iii) claims or liabilities arising from any action or inaction of an Indemnitee taken or omitted to be taken after the Fund has disposed of the relevant Portfolio Investment or (iv) economic losses or tax obligations (described in Section 3.6 or 10.6 hereof) incurred by the General Partner, the Advisor or any of their respective direct or indirect beneficial owners as a result of owning an interest in the Partnership or in Portfolio Companies.

(h) The General Partner shall obtain reasonably customary liability insurance intended to support the indemnification obligations of the Partnership set forth in this Section 4.4.

4.5. General Partner as Limited Partner. The General Partner shall also be a Limited Partner to the extent that it purchases or becomes a transferee of all or any part of the Interest of a Limited Partner, and to such extent shall be treated as a Limited Partner in all respects. Any Interest of a Limited Partner which is held by the General Partner, the Deemed Contribution Entity or any of their Affiliates shall be voted and/or abstained in the same manner and proportions as the aggregate Interests of the other Limited Partners are voted and/or abstained (thereby rendering such Interest non-voting).

4.6. Other Activities. (a) *Restriction on Raising Competing Fund.* Without the approval of the LP Advisory Committee, until the earlier of (i) the time at which at least 75% of the Capital Commitments have been invested in, or called for contribution for investment in, or committed in writing for investment in, Portfolio Investments or (ii) the end of the Commitment Period, none of the Advisor, the General Partner nor any of their respective Affiliates shall,

directly or indirectly (x) close on any private investment fund principally investing in non-marketable instruments in the U.S., other than Parallel Funds, Predecessor Funds, or the SBIC Fund without the consent of the LP Advisory Committee or (y) formally commence the marketing of any other limited partnership or pooled investment vehicle, other than Parallel Funds or Predecessor Funds for which any of the foregoing acts as the general partner or investment manager, whose objective is primarily to invest in non-marketable instruments in the U.S. relating to investments required to be offered to the Partnership (a "Competing Fund"); provided, that the foregoing shall in no way restrict the marketing of a Competing Fund prior to the closing thereof principally to Limited Partners and participants in Predecessors Funds; provided, further, that a "Competing Fund" shall not include an SBIC Fund. If a Competing Fund is organized after the time referred to in clause (i) above, then until the end of the Commitment Period, a Competing Fund may only co-invest alongside the Partnership (and any Parallel Fund) on the same terms and conditions in all material respects, with amounts for investment allocated, except as otherwise previously agreed by the LP Advisory Committee, first to the Partnership (and any Parallel Fund) to the extent the Partnership (and any Parallel Fund) has available capital with respect thereto, and then to the Competing Fund. A Competing Fund co-investing alongside the Partnership pursuant to the preceding sentence shall not dispose of such co-investment prior to the time of the Partnership's Disposition of the applicable Portfolio Investment and any such disposition by the Competing Fund shall be on substantially the same terms as the Partnership's Disposition of the applicable Portfolio Investment.

(b) *Restrictions on Principal Transactions.* Without the consent of the LP Advisory Committee, the Partnership shall not invest in, acquire investments from, nor sell investments to, any entity in which the Advisor, the General Partner or any of their respective Affiliates (including the Predecessor Funds) or any Competing Fund holds an investment equal to at least the greater of (i) the fair market value of 1% of the outstanding voting securities and (ii) a cost basis of \$1 million; provided, that the LP Advisory Committee shall be informed of any such investment; provided, further, that for the avoidance of doubt, this Section 4.6(b) shall not apply to Follow-On Investments or Portfolio Investments shared with a Predecessor Fund or any other Affiliate of the General Partner as expressly provided herein.

(c) *Restrictions on Portfolio Investments Away from Partnership.* Except as provided in Section 4.6(a) and (b) (including in accordance with the terms of the Predecessor Funds with respect to their investments), none of the Advisor, the General Partner nor any of their respective Affiliates shall invest outside the Partnership and any Parallel Fund in any investments consisting primarily of privately negotiated equity investments in the United States that are of the type to be made by the Partnership until the end of the Commitment Period; provided, that this Section 4.6(c) shall not apply to (i) any investment the entire investment opportunity offered to the General Partner and its Affiliates of which is \$5 million or less (in the aggregate) (provided, that (i) the General Partner shall be required to annually notify the LP Advisory Committee of any investments made pursuant to this clause and (ii) any such investment opportunities that are more than \$5 million in size and meet the SBIC Fund's investment objective shall only be offered to the SBIC Fund and none of the Advisor, the General Partner or any of their Affiliates shall be permitted to invest in such an opportunity without LP Advisory Committee approval), (ii) additional investments in or relating to investments held prior to the Closing Date by the Advisor, the General Partner or their Affiliates

in Predecessor Fund portfolio companies, or new investments made by a Predecessor Fund after the date of this Agreement for which written notice has been given to the Limited Partners prior to the date hereof or (iii) non-controlling investments in companies through the open market purchase of publicly traded debt, equity or other securities; provided, further, that, subject to Section 4.6(a) with respect to Competing Funds, if an investment vehicle permitted under this Agreement for which the General Partner or its Affiliates acts as the general partner or investment manager (or in any other similar capacity) (including any Predecessor Fund) has any investment objectives or guidelines in common with those of the Partnership in any respect (including a Competing Fund), then investment opportunities which are within such common objectives and guidelines may be allocated between the Partnership and such other investment vehicle on a good faith basis by the General Partner in a manner that is fair and reasonable.

(d) *Transactions with Affiliates on Arm's-Length Terms.* Apart from transactions the terms of which are expressly contemplated or approved by this Agreement or the Advisory Agreement, the General Partner, the Advisor and their Affiliates shall not engage in any transaction with the Partnership or any Portfolio Company unless the terms of the transaction (i) are no less favorable to the Partnership or the Portfolio Company, as applicable, than would be obtained in a transaction with an unaffiliated party and (ii) have been fully disclosed to the LP Advisory Committee and the LP Advisory Committee has been consulted with prior to any such transaction; provided, that such disclosure to and prior consultation with the LP Advisory Committee shall not be required in instances where the General Partner reasonably determines that it is not in the best interests of the Partnership to do so or when such disclosure and consultation is not practically feasible due to the timing of such transaction; provided, further, that any transaction described in this sentence that has a cost that is equal to or exceeds \$1 million shall require consent of the LP Advisory Committee. The General Partner shall notify the LP Advisory Committee on an annual basis of any transaction described in the first sentence of this Section 4.6(d) that was not previously approved or ratified by the LP Advisory Committee.

(e) Except as expressly provided herein, without the consent of the LP Advisory Committee, (i) no other investment fund managed by the General Partner or any of its Affiliates (other than a Parallel Fund and/or an Alternative Vehicle) may purchase (which for this purpose shall not include any exchanges, conversions or other similar acquisitions in connection with any corporate action) more than a de minimis amount of equity in a Portfolio Company in which the Partnership and/or any Parallel Fund or Alternative Vehicle owns more than a de minimis amount of equity at the time of acquisition and (ii) the Partnership shall not, other than in the case of Follow-On Investments with respect to investments initially shared between the Partnership and any other investment fund managed by the General Partner or any of its Affiliates, purchase (which for this purpose shall not include any exchanges, conversions or other similar acquisitions in connection with any corporate action) more than a de minimis amount of equity in any entity in which any other investment fund managed by the General Partner or any of its Affiliates owns more than a de minimis amount of equity as of that time.

(f) The General Partner shall cause the Principals (so long as they remain Affiliates of the General Partner) to devote to the Partnership, the Parallel Funds and their respective investments such time as is necessary to conduct the business and affairs of the Partnership, the Parallel Funds and their respective investments in an appropriate manner in light of their fiduciary duties. Except as provided in Sections 4.6(a)-(e) above and this Section 4.6(f),

this Agreement shall not be construed in any manner to preclude the General Partner, the Advisor or any of their respective direct or indirect partners, members or stockholders or their respective officers, directors, employees or Affiliates from engaging in any activity whatsoever permitted by applicable law.

4.7. Valuation. (a) All determinations of Fair Market Value to be made hereunder shall be made pursuant to the terms of this Section 4.7. For all purposes of this Agreement, all determinations of Fair Market Value which have been made in accordance with the terms of this Section 4.7 shall be final and conclusive on the Partnership and all Partners, their successors and assigns.

(b) The Fair Market Value of securities which are Marketable Securities shall equal (A) in the cases of securities which are primarily traded on a securities exchange, the average of their last sale prices on such securities exchange on each trading day during the ten trading day period ending immediately prior to the date of the determination, or if no sales occurred on any such day, the mean between the closing "bid" and "asked" prices on such day and (B) if the principal market for such securities is, or is deemed to be, in the over-the-counter market, the average of their closing sale prices on each trading day during the ten trading day period ending immediately prior to the date of the determination, as published by the National Association of Securities Dealers Automated Quotation System or similar organization, or if such price is not so published on any such day, the mean between their closing "bid" and "asked" prices, if available, on any such day, which prices may be obtained from any reputable pricing service, broker or dealer. Notwithstanding the foregoing, in the event of the distribution in kind of any Marketable Securities, the Fair Market Value of such Marketable Securities for purposes of calculating subsequent distributions shall be deemed to equal the average of the prices determined as provided in this Section 4.7(b) for the ten trading day period ending immediately prior to the date of distribution and the ten trading day period immediately after the date of distribution.

(c) The value of any Portfolio Investments or of property received in exchange for any Portfolio Investments which are not Marketable Securities shall be the fair market value thereof calculated as of each December 31 of the Partnership's Fiscal Year and shall be in effect for the Fiscal Year commencing on such date and shall initially be determined by the General Partner in such manner as it may reasonably determine within 30 days thereafter, who shall promptly supply the LP Advisory Committee with such valuations and the General Partner's basis therefor. If the majority of the members of the LP Advisory Committee do not object in writing (which objection must be within 30 days of any notice of such valuation), then such valuation is deemed approved by the LP Advisory Committee. If the LP Advisory Committee does so object, and if the General Partner and the LP Advisory Committee are unable to agree upon a mutually acceptable valuation within 30 days after such objection is made, the General Partner shall (at the Partnership's expense) cause a nationally recognized investment banking firm mutually acceptable to the General Partner and the LP Advisory Committee to make a valuation, and such firm's determination of such valuation shall be binding on all parties. Until any such dispute is resolved the Fair Market Value for the previous Fiscal Year (or, if none, the cost of such Portfolio Investment) shall apply.

4.8. UBTI/ECI Covenants. Subject to the express provisions of this Agreement and the Subscription Agreements and to the Partnership's objective of maximizing pre-tax returns for all Partners, the General Partner shall use its reasonable efforts to minimize the incurrence of UBTI by a Tax Exempt Limited Partner and ECI by a Non-United States Limited Partner (provided, that the foregoing covenant shall not apply to the operation of Section 4.2(c) hereof or Section 4 of the Advisory Agreement; and provided, further, that the incurrence of UBTI or ECI by the Partnership shall in no way be determinative that the General Partner has failed to comply with this covenant). The General Partner's obligation to minimize the incurrence of UBTI and ECI shall be deemed satisfied if it complies with the provisions of Section 2.9(e), including, without limitation, by offering to use an Alternative Vehicle to minimize UBTI or ECI as described therein.

4.9. ERISA Covenants. For so long as there is any ERISA Partner of the Partnership:

(a) The General Partner shall use its reasonable best efforts to conduct the affairs of the Partnership such that the Partnership's assets should not constitute plan assets of any ERISA Partner for purposes of the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code;

(b) In the event that the General Partner reasonably determines that ERISA Partners hold 25% or more of the total value of any class of equity interest in the Partnership in accordance with Section 4.9(a) above, then the Partnership shall provide an annual certificate to each ERISA Partner and Regulated Plan Partner (to the extent requested in writing by such ERISA Partner or Regulated Plan Partner at the time of such Limited Partner's admission to the Partnership), prepared in consultation with counsel to the Partnership, stating whether or not the Partnership satisfies the statement set forth in Section 4.9(a) above and including a reasonable level of detail regarding the basis for the conclusion set forth therein; provided, that no Person shall have any liability to any Limited Partner with respect to the delivery of any such certificate if such certificate was prepared and delivered in good faith. The General Partner's obligation to deliver any such certificate shall terminate upon the commencement of the "distribution period" as provided in section 2510.3-101(d)(2)(ii) of the Plan Asset Regulations; and

(c) If at any time during the period in which the Partnership is required to satisfy the statement set forth in Section 4.9(a) above the General Partner is advised by counsel that the Partnership's assets would reasonably likely be deemed by the U.S. Department of Labor to be "plan assets" of any ERISA Partner for purposes of Title I of ERISA or Section 4975 of the Code, then the General Partner shall notify each ERISA Partner and Regulated Plan Partner of such advice received by the General Partner as soon as reasonably practicable following the date on which such advice was received by the General Partner.

4.10. Ownership of General Partner. The General Partner agrees that one or more of the Principals and other investment professionals of the General Partner shall at all times during the term of the Partnership hold at least two-thirds of the economic and voting interests of the General Partner.

ARTICLE V

The Limited Partners

5.1. Management. (a) Except as expressly provided in this Agreement (or otherwise expressly agreed to in writing with the General Partner), no Limited Partner shall have the right or power to participate in the management or affairs of the Partnership, nor shall any Limited Partner have the power to sign for or bind the Partnership. The exercise by any Limited Partner of any right conferred herein shall not be construed to constitute participation by such Limited Partner in the control of the business of the Partnership so as to make such Limited Partner liable as a general partner for the debts and obligations of the Partnership for purposes of the Act.

(b) Any Limited Partner may, upon notice to the General Partner, elect to hold all or any fraction of such Limited Partner's Interest as a non-voting Interest, in which case such Limited Partner shall not be entitled to participate in any consent of the Limited Partners with respect to the portion of its Interest which is held as a non-voting Interest (and such non-voting Interest shall not be counted in determining the giving or withholding of any such consent). Except as provided in this Section 5.1, an Interest held as a non-voting Interest shall be identical in all regards to all other Interests held by Limited Partners. Any such election shall be irrevocable and shall bind the assignees of such Limited Partner's Interest.

(c) Any Interest held for its own account by a Limited Partner that is a bank holding company, as defined in Section 2(a) of the BHC Act, or a non-bank subsidiary of such bank holding company, or a foreign bank subject to the BHC Act pursuant to the International Banking Act of 1978, as amended, or a subsidiary of any such foreign bank subject to the BHC Act (each, a "BHC Partner"), together with the Interests of all Affiliates that are Limited Partners that is determined initially at the time of admission of that Limited Partner, upon the withdrawal of another Limited Partner or any other event that causes a change in the relative ownership percentages of the Partners hereunder to be in the aggregate in excess of 4.99% (or such greater percentage as may be permitted under Section 4(c)(6) of the BHC Act) of the Interests of the Limited Partners, excluding for purposes of calculating this percentage portions of any other interests that are non-voting Interests pursuant to this Section 5.1 and any other Section of this Agreement (collectively the "Non-Voting Interests"), shall be a non-voting Interest (whether or not subsequently transferred in whole or in part to any other person) and shall not be included in determining whether the requisite percentage in Interest of the Limited Partners have consented to, approved, adopted or taken any action hereunder; provided, that such Non-Voting Interest shall be permitted to vote on any proposal to continue the business of the Partnership following a Disabling Event under Section 9.1(b) but not on the approval of a successor general partner under Section 8.1(b) or Section 9.1(b). Each BHC Partner hereby irrevocably waives its corresponding right to vote its Non-Voting Interest in respect of a successor general partner under Section 17-801 of the Act, which waiver shall be binding upon such BHC Partner or any entity which succeeds to its Interest. Upon any Subsequent Closing or other event such as a reduction in Capital Commitments or withdrawal of a Limited Partner that causes a change in the ownership percentages of the Partners, a recalculation of the Interests held by all BHC Partners shall be made, and only that portion of the total Interest held by each BHC Partner and its Affiliates that is determined as of the applicable Subsequent Closing date or the date of such

withdrawal or other event, as applicable, to be in the aggregate in excess of 4.99% (or such greater percentage as may be permitted under Section 4(c)(6) of the BHC Act) of the Interests of the Limited Partners, excluding Non-Voting Interests as of such date, shall be a Non-Voting Interest. Notwithstanding the foregoing, at the time of admission to the Partnership, any BHC Partner may elect not to be governed by this Section 5.1(c) by providing written notice to the General Partner stating that such BHC Partner is not prohibited from acquiring or controlling more than 4.99% (or such greater percentage as may be permitted under Section 4(c)(6) of the BHC Act) of the voting Interests held by the Limited Partners pursuant to such BHC Partner's reliance on Section 4(k) of the BHC Act. Any such election by a BHC Partner may be rescinded at any time by written notice to the General Partner, provided, that any such rescission shall be irrevocable.

5.2. Liabilities of the Limited Partners. (a) Except as provided by the Act or other applicable law and subject to the obligations to make Capital Contributions and Direct Payments pursuant to Article III, to indemnify the Partnership and the General Partner as provided in Section 10.6, to pay the expenses of a Corporation that a Limited Partner holds an interest in as provided in Section 2.9(e), and to return distributions as provided in Section 5.2(b) and as otherwise expressly set forth herein, no Limited Partner shall have any personal liability whatsoever in its capacity as a Limited Partner, whether to the Partnership, to any of the Partners, or to the creditors of the Partnership, for the debts, liabilities, contracts, or other obligations of the Partnership or for any losses of the Partnership.

(b) *Partner Giveback.* Except as required by the Act, other applicable law or as otherwise expressly set forth herein, no Limited Partner shall be required to repay to the Partnership, any Partner or any creditor of the Partnership all or any part of the distributions made to such Limited Partner pursuant hereto; provided, that, subject to the limitations set forth in paragraph (c) below, the General Partner may require a Limited Partner (including any former Limited Partner) to return distributions made to such Limited Partner or former Limited Partner for the purpose of meeting such Limited Partner's pro rata share of the Partnership's indemnity obligations under Sections 4.4 and 5.4(g) (including with respect to advancement of expenses) in an amount up to, but in no event in excess of, the aggregate amount of distributions actually received by such Limited Partner from the Partnership. However, if, notwithstanding the terms of this Agreement, it is determined under applicable law that any Limited Partner has received a distribution which is required to be returned to or for the account of the Partnership or Partnership creditors, then the obligation under applicable law of any Limited Partner to return all or any part of a distribution made to such Limited Partner shall be the obligation of such Limited Partner and not of any other Partner. Any amount returned by a Limited Partner pursuant to this Section 5.2(b) shall be treated as a contribution of capital to the Partnership. For the avoidance of doubt, the General Partner shall be required to return (at the same time as Limited Partners) its pro rata portion (as provided below) of any amounts required to be returned by Limited Partners under this Section 5.2(b) after deduction of amounts set off under Section 5.2(c)(iii). A Partner's share of the giveback obligation under this Section 5.2 will be based on the amount of distributions received by such Partner arising out of the Portfolio Investment giving rise to the Partnership's indemnity obligations under Sections 4.4 and 5.4(g); provided, that if such indemnity obligations are not related to a particular Portfolio Investment, then amounts required to be returned under this Section 5.2 will be funded out of distributions

generally; provided, further, that if the General Partner has previously received Carried Interest, then with respect to the General Partner the calculation of its pro rata share shall be based first upon its share of the amounts distributed to the Limited Partners in excess of Realized Capital and Costs plus amounts distributed to the General Partner in excess of Capital Contributions thereof, in each case with respect to Portfolio Investments that have been the subject of a Disposition (or first only those amounts distributed to the Partners with respect to a particular Portfolio Investment in the case of an indemnity arising out of such Portfolio Investment), and thereafter based on any remaining amounts distributed to the Partners.

(c) *Restrictions on Partner Giveback.* The obligation of a Limited Partner to return distributions made to such Limited Partner for the purpose of meeting the Partnership's indemnity obligations under Sections 4.4 and 5.4(g) shall be subject to the following limitations:

(i) no Limited Partner shall be required to return a distribution after the second anniversary of the Final Distribution; provided, that if at the end of such period, there are any Proceedings then pending or any other liability (whether contingent or otherwise) or claim then outstanding, the General Partner shall so notify the Limited Partners at such time (which notice shall include a brief description of each such Proceeding (and of the liabilities asserted in such Proceeding) or of such liabilities and claims) and the obligation of the Limited Partners to return any distribution for the purpose of meeting the Partnership's indemnity obligations under Sections 4.4 and 5.4(g) shall survive with respect to each such Proceeding, liability and claim set forth in such notice (or any related Proceeding, liability or claim based upon the same or a similar claim) until the date that such Proceeding, liability or claim is ultimately resolved and satisfied; and provided, further, that the provisions of this paragraph (i) shall not affect the obligations of the Limited Partners under Section 17-607 of the Act or other applicable law;

(ii) no Limited Partner shall be required to return any particular distribution after the second anniversary of the date of such distribution; provided, that if at the end of such period, there are any Proceedings then pending or any other liability (whether contingent or otherwise) or claim then outstanding, the General Partner shall so notify the Limited Partners at such time (which notice shall include a brief description of each such Proceeding (and of the liabilities asserted in such Proceeding) or of such liabilities and claims) and, subject to the operation of paragraph (i) above, the obligation of the Limited Partners to return such distribution for the purpose of meeting the Partnership's indemnity obligations under Sections 4.4 and 5.4(g) shall survive with respect to each such Proceeding, liability and claim set forth in such notice (or any related Proceeding, liability or claim based upon the same or a similar claim) until the date that such Proceeding, liability or claim is ultimately resolved and satisfied; and provided, further, that the provisions of this paragraph (ii) shall not affect the obligations of the Limited Partners under Section 17-607 of the Act or other applicable law;

(iii) if any Limited Partner is required to return a distribution after the Clawback Determination Date, such Limited Partner may set off against the amount required to be returned under this Section 5.2 (and the General Partner shall instead contribute), an amount equal to the additional amount, if any, by which the Clawback Amount would have been increased if such distribution had been returned immediately prior to the

Clawback Determination Date, and the General Partner shall provide such information as such Limited Partner may reasonably require in order to determine the amount of such set-off; and

(iv) the aggregate amount of distributions which a Limited Partner may be required to return pursuant to this Agreement shall not exceed an amount equal to 25% of such Limited Partner's Capital Commitment.

5.3. Limited Partners' Outside Activities. (a) A Limited Partner shall be entitled to and may have business interests and engage in activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership and the Portfolio Companies. Neither the Partnership, any other Partner nor any other Person shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.

(b) Subject to the express terms of this Agreement (and otherwise expressly agreed to by the General Partner), the General Partner may in its good faith judgment give certain persons (other than the General Partner, its Affiliates and their employees), including Limited Partners or third parties, an opportunity to co-invest in particular Portfolio Investments alongside the Partnership and any Parallel Funds if it determines in good faith that such allocation for co-investment generally is in the best interest of the Partnership. In the event any co-investment pursuant to this Section 5.3(b) is in the same securities as those to be acquired by the Partnership, such co-investment shall be on the same terms and conditions at the level of the Portfolio Investment as those on which the Partnership invests. The terms of any such investment, including the fees and carried interest applicable to such co-investment, if any, will be negotiated by the General Partner and the potential co-investor on a case-by-case basis in their respective sole and absolute discretion; provided, that if the General Partner or its Affiliates shall have solicited the participation of a Limited Partner in the Portfolio Investment and the investment by such Limited Partner is less than the Portfolio Investment by the Partnership, then the General Partner shall use its reasonable efforts to cause such Limited Partner to agree not to exit an Investment prior to the earlier of (i) the Partnership exiting such Portfolio Investment on at least a pro rata basis or (ii) the public offering of the securities representing such Portfolio Investment (and the expiration of any underwriter's lock-ups relating thereto). The General Partner may make a nominal investment in any vehicle formed for a co-investment opportunity.

5.4. LP Advisory Committee. (a) The General Partner shall select a committee (the "LP Advisory Committee") with respect to the Partnership and the Parallel Funds, whose members (i) total no fewer than three and no more than seven in number and (ii) comprise Limited Partners and limited partners in the Parallel Funds, their representatives or designees; provided, that no member of the LP Advisory Committee shall be an Affiliate or employee of the General Partner or the Advisor or any direct or indirect partner, member or stockholder thereof; provided, further, that the appointment of a representative of a Limited Partner with a Capital Commitment of less than \$15 million to the LP Advisory Committee shall be subject to prior unanimous approval of the LP Advisory Committee. The function of the LP Advisory Committee shall be to (i) review valuations in accordance with Section 4.7(c), (ii) review and approve or disapprove any potential conflicts of interest presented by the General Partner in any transaction or relationship between the Partnership and the General Partner, any employee or any

Affiliate thereof (provided, that any such material conflict of interest shall be presented to the LP Advisory Committee by the General Partner, including without limitation the transactions specified in Section 5.4(j)), (iii) provide guidance on other issues that are presented to the LP Advisory Committee by the General Partner, (iv) to give consents required of the "client" under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), including Sections 205(a) and 206(3) thereof, to the extent the General Partner presents any such matter to the LP Advisory Committee for approval, (v) to take other action or consent or approve of other matters as set forth elsewhere herein, and (vi) hold meetings at least annually.

(b) If the General Partner consults with the LP Advisory Committee with respect to a matter giving rise to a conflict of interest, and (x) the LP Advisory Committee waives such conflict of interest after the General Partner has disclosed all material facts relating to such conflict of interest or (y) the General Partner acts in a manner, or pursuant to standards or procedures, approved by the LP Advisory Committee with respect to such conflict of interest, then none of the General Partner or any of its Affiliates shall have any liability to the Partnership or any Partner by reason of such conflict of interest for actions in respect of such matter taken in good faith by them, including actions in the pursuit of their own interests.

(c) The LP Advisory Committee shall act by a majority of its members (unless otherwise specified herein).

(d) The quorum for a meeting of the LP Advisory Committee shall be a majority of its members. Members of the LP Advisory Committee may participate in a meeting of the LP Advisory Committee by means of conference telephone or similar communications by means of which all persons participating in the meeting can hear and be heard. Any member of the LP Advisory Committee who is unable to attend a meeting of the LP Advisory Committee may (i) grant in writing to another member of the LP Advisory Committee or any other Person such member's proxy to vote on any matter upon which action is taken at such meeting and (ii) designate in writing to the General Partner an alternate to observe, but not vote on any matter acted upon at such meeting (unless such alternate is also granted a proxy pursuant to the preceding clause (i)). The LP Advisory Committee shall conduct its business by such other procedures as a majority of its members consider appropriate.

(e) No fees shall be paid by the Partnership to members of the LP Advisory Committee, but the members of the LP Advisory Committee shall be reimbursed by the Partnership for all reasonable expenses incurred in attending meetings of the LP Advisory Committee which are not concurrent with the annual meeting of the Partnership pursuant to Section 7.4(a).

(f) Any member of the LP Advisory Committee may resign upon delivery of written notice from such member to the General Partner, and shall be deemed removed if the Limited Partner that the member represents requests such removal in writing to the General Partner or becomes a Defaulting Limited Partner. If any representative of a Limited Partner cannot serve, another representative of such Limited Partner may serve on the LP Advisory Committee as long as such representative is reasonably acceptable to the General Partner. Any vacancy in the LP Advisory Committee, whether created by such a resignation or removal or by the death of any member, shall promptly be filled as provided in Section 5.4(a). The General

Partner may remove any member of the LP Advisory Committee by written notice thereto; provided, that the General Partner shall give 10 days prior written notice of its intention to remove a member to all other members of the LP Advisory Committee; and such removal shall not be effective if objected to in writing by a majority of such other members within 10 days of receiving such notice; provided, further, that if the Limited Partner that appointed the removed member has an agreement to have a representative on the LP Advisory Committee then such Limited Partner shall be entitled to appoint a replacement.

(g) No member of the LP Advisory Committee (including the Limited Partner represented by such member) shall (i) be liable to any other Partner or the Partnership for any reason (other than fraud or willful misconduct on the part of such member) including without limitation, for any mistake in judgment, any action or inaction taken or omitted to be taken, or for any loss due to any mistake, action or inaction or (ii) have any fiduciary duties to any other Partner or the Partnership except the duty to act in good faith. For the avoidance of doubt, to the fullest extent permitted by applicable law, no member of the LP Advisory Committee, nor any Limited Partner appointing any such member, shall owe any fiduciary duty to the Partnership, any other Limited Partner or Limited Partners as a group in connection with the activities of the LP Advisory Committee, and no member of the LP Advisory Committee, nor any Limited Partner appointing any such member, shall be obligated to act in the interests of the Partnership, any other Limited Partner or Limited Partners as a group. The participation by any Limited Partner who is a member of the LP Advisory Committee in the activities of the LP Advisory Committee shall not be construed to constitute participation by such Limited Partner in the control of the business of the Partnership so as to make such Limited Partner liable as a general partner for the debts and obligations of the Partnership for purposes of the Act. No Limited Partner who is a member of the LP Advisory Committee shall be deemed to be an Affiliate of the Partnership or the General Partner solely by reason of such membership. In the absence of fraud or willful misconduct on the part of members of the LP Advisory Committee, the Partnership shall, to the fullest extent permitted by law, indemnify and hold harmless each such member of the LP Advisory Committee with respect to the Partnership (and their respective heirs and legal and personal representatives) (including the Limited Partner represented by such member) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including any action by or in the right of the Partnership or any of the Partners), by reason of any actions or omissions or alleged acts or omissions arising out of such Person's activities in connection with serving on the LP Advisory Committee against losses, damages or expenses (including reasonable attorney's fees, judgments, fines and amounts paid in settlement) actually incurred by such Person in connection with such actions, suit or proceedings; provided, that any Person entitled to indemnification from the Partnership hereunder shall obtain the written consent of the General Partner (which consent shall not be unreasonably withheld) prior to entering into any compromise or settlement which would result in an obligation of the Partnership to indemnify such Person. The satisfaction of any indemnification and any saving harmless pursuant to this Section 5.4(g) shall be from and limited to Partnership assets, and no Partner shall have any personal liability on account thereof; provided, that each Limited Partner will be obligated to return any amounts distributed to it in order to fund any deficiency in the Partnership's indemnity obligations hereunder to the extent provided in Section 5.2. Expenses reasonably incurred by a member of the LP Advisory Committee in defense or settlement of any claim that

may be subject to a right of indemnification hereunder shall be advanced promptly by the Partnership prior to the final disposition thereof upon receipt of a written request by such member along with an undertaking by or on behalf of such member to repay such amount to the extent that it shall be determined ultimately that such member is not entitled to be indemnified hereunder.

(h) The General Partner shall provide an annual summary in respect of the preceding twelve-month period to the LP Advisory Committee of (i) Other Fees and (ii) all Partnership Expenses arising from services performed by any Affiliate of the General Partner in connection with any Portfolio Investment, in each case at least 30 days prior to the annual meeting of the Partnership.

(i) Limited Partners holding at least 24.9% in Interest of the Combined Limited Partners at any time by notice to the General Partner may call a special meeting of the LP Advisory Committee or the Partnership to consider any matter. The General Partner promptly shall give at least 21 days' notice of such meeting, in the case of a meeting of the Partnership, to all the Limited Partners and, in the case of a meeting of the LP Advisory Committee, to the applicable Limited Partners.

(j) For purposes of Section 5.4(a), the following transactions shall be deemed to involve material conflicts of interest between the Partnership and the General Partner or any employee or Affiliate:

(i) the acquisition by the Partnership of any Portfolio Investment (A) from, or Disposition of any Portfolio Investment to, the General Partner or any of its Affiliates (including, without limitation, any Predecessor Funds or any Competing Funds) or (B) in a Portfolio Company (other than any additional Portfolio Investment made in conjunction with an existing Portfolio Investment of the Partnership and otherwise permitted by this Agreement) in which any Predecessor Funds, any Competing Funds or any of the Principals or any of the foregoing Persons' respective Affiliates holds an existing material investment (other than any co-investment with the Partnership made in accordance with this Agreement); and

(ii) any transaction between the General Partner, the Advisor or any of their respective Affiliates (other than the Partnership, any Portfolio Company or any portfolio company of any other pooled investment vehicle affiliated with the Principals), on the one hand and any Portfolio Company, on the other hand (other than Other Fees or any other transaction specifically contemplated by this Agreement).

(k) The LP Advisory Committee shall be permitted to retain experts to advise it regarding matters presented to it from time to time at the expense of the Partnership not to exceed more than \$500,000 over the life of the Partnership.

(l) The consent of the LP Advisory Committee shall be required for the receipt of payment of Other Fees in the form of stock options.

ARTICLE VI

Expenses and Fees

6.1. General Partner Expenses. The Partnership shall not have any salaried personnel. The General Partner, the Advisor and their Affiliates, but not the Partnership or any Limited Partner, shall bear and be charged with the following costs and expenses of the Partnership's activities: (a) any costs and expenses of providing to the Partnership the office overhead necessary for the Partnership's operations, (b) the compensation of the General Partner's and the Advisor's personnel, (c) any entertainment expenses incurred by the General Partner, the Advisor and their Affiliates' personnel in connection with actual or prospective Portfolio Investments (not reimbursed by third-parties) and (d) expenses as otherwise agreed by the General Partner or Advisor in writing (collectively, the "General Partner Expenses"). For the avoidance of any doubt, the term "General Partner Expenses" excludes any expense that is a Partnership Expense under Section 6.3.

6.2. Management Fee and Advisory Agreement. (a) The Partnership shall enter into the Advisory Agreement and the Partnership (or the Limited Partners to the extent provided in Section 3.1 (other than Affiliates of the General Partner)) shall pay or bear the Management Fee as set forth therein.

(b) The Limited Partners recognize that the Advisor and its Affiliates may receive certain fees as more fully set forth in the Advisory Agreement, and agree that the Management Fee payable under the Advisory Agreement will not be affected thereby, except as provided in the Advisory Agreement.

(c) The Management Fee may be paid from Capital Contributions or Direct Payments as provided for in Section 3.1(a) and (b) or out of Investment Proceeds and Temporary Investment Income. Partners may be required to make Capital Contributions to the extent of their Unpaid Capital Commitments for the payment of the Management Fee. The General Partner also may cause the Partnership to borrow funds to pay the Management Fee pursuant to Section 4.2(c).

6.3. Partnership Expenses. (a) The Partnership shall bear and be charged with the following costs and expenses of the Partnership (and shall promptly reimburse the General Partner, the Advisor or its Affiliates, as the case may be, to the extent that any of such costs and expenses are paid by such entities) (the "Partnership Expenses"):

(i) fees, costs and expenses related to third party expenses, including but not limited to expenses for tax advisors, attorneys, custodians, accountants, third-party administrators, consultants, brokers, agents, auditors, valuation firms and other advisors and professionals, including any Broken Deal Expenses;

(ii) all out-of-pocket fees, costs and expenses (excluding travel expenses except as provided below), if any, incurred in developing, negotiating, structuring, purchasing, trading, settling, monitoring, holding, disposing and liquidating of actual and prospective Portfolio Investments, including without limitation any financing, legal, accounting,

advisory and consulting expenses in connection therewith (to the extent not subject to any reimbursement of such costs and expenses by Portfolio Companies or other third parties or capitalized as part of the acquisition price of the transaction). For the avoidance of doubt, travel expenses incurred by the Advisor's personnel are reimbursable to the extent that they are paid by the relevant Portfolio Company;

(iii) brokerage commissions, custodial expenses and other investment costs actually incurred in connection with actual Portfolio Investments;

(iv) interest on and fees and expenses arising out of all borrowings made by the Partnership, including, but not limited to, the arranging thereof;

(v) any out-of-pocket expenses incurred in connection with the Partnership's legal and regulatory compliance with U.S. federal, state, local, non-U.S. or other laws and regulations, including without limitation, the Advisers Act;

(vi) subject to the restrictions set forth in Section 4.4, the costs of any litigation, D&O liability or other insurance and indemnification or extraordinary expense or liability relating to the affairs of the Partnership;

(vii) expenses of liquidating the Partnership;

(viii) subject to Section 4.3, any taxes, fees or other governmental charges levied against the Partnership and all expenses incurred in connection with any tax audit, investigation, settlement or review of the Partnership; provided, that this in no way limits Sections 3.4(f) or 10.6;

(ix) expenses of the Partnership in connection with the annual meeting of the Partners under Section 7.4(a) (excluding the Limited Partner's individual expenses); and

(x) the expenses of the LP Advisory Committee under Section 5.4(e).

(b) Partnership Expenses may be paid with Investment Proceeds and Temporary Investment Income in a manner reasonably determined by the General Partner. Partners may be required to make Capital Contributions to the extent of their Unpaid Capital Commitments for the payment of such Partnership Expenses to the extent the Partnership does not have sufficient funds to pay such expenses. The General Partner also may cause the Partnership to borrow funds to pay Partnership Expenses pursuant to Section 4.2(c).

(c) The General Partner may withhold on a pro rata basis from any distributions amounts necessary to create, in its discretion, appropriate reserves for expenses and liabilities, contingent or otherwise, including without limitation Partnership Expenses.

(d) Any amounts paid by the Partnership for or resulting from any instrument or other arrangement designed to hedge or reduce one or more risks associated with a Portfolio Investment shall be considered a Partnership Expense relating to such Portfolio Investment. Any distributions resulting from any such arrangements shall be treated as Current Income from such Portfolio Investment.

6.4. Certain Expenses. Notwithstanding anything herein to the contrary, the General Partner may in its discretion (i) specially allocate to an Intermediate Entity any Partnership Expenses and any other expenses, obligations, indemnities or liabilities, contingent or otherwise, of the Partnership relating to such Intermediate Entity, (ii) withhold, on a non pro rata basis, from any distributions otherwise payable to an Intermediate Entity, or require such Intermediate Entity to make Capital Contributions to fund, any amount necessary to create, in its sole discretion, appropriate reserves for, or pay, such expenses and liabilities and any Intermediate Entity expenses and liabilities and (iii) hold all or any portion of any Capital Contribution made by an Intermediate Entity in reserve and apply such amounts at any time to satisfy any expenses, obligations, indemnities or liabilities, contingent or otherwise, of such Intermediate Entity.

ARTICLE VII

Books and Records and Reports to Partners

7.1. Books and Records. The General Partner shall keep or cause to be kept complete and appropriate records and books of account. Except as otherwise expressly provided herein, such books and records shall be maintained on a basis which allows the proper preparation of the Partnership's financial statements and tax returns. The books and records shall be maintained at the principal office of the Partnership and shall be retained until at least the sixth anniversary of the Final Distribution. Upon furnishing reasonable advance notice to the General Partner, any Limited Partner (other than any Defaulting Limited Partner) or its duly authorized representatives shall be permitted to inspect the books and records of the Partnership for any proper purpose and make copies thereof at any reasonable time during normal business hours.

7.2. Federal, State, Local and Non-United States Income Tax Information. Within 90 days after the end of each Fiscal Year (subject to reasonable delays in the event of the late receipt of any necessary financial statements from any Portfolio Company), the General Partner shall prepare and send, or cause to be prepared and sent, to each person who was a Partner at any time during such Fiscal Year copies of such information as may be required for Federal, state, local and non-United States income tax reporting purposes, including copies of Schedule K-1 ("Partner's Share of Income, Credits, Deductions, etc.,") or any successor schedule or form, for such person, and such other information as a Partner may reasonably request for the purpose of applying for refunds of withholding taxes, including, to the extent not already set forth on the Schedule K-1, such person's share of the Partnership's UBTI and ECI (if any) reported to the Internal Revenue Service.

7.3. Reports to Partners. (a) Within 45 days after the end of each of the first three Fiscal Quarters of each Fiscal Year of the Partnership, and within 90 days (subject in both cases to reasonable delays in the event of the late receipt of any necessary financial information from any Portfolio Company) after the end of each Fiscal Year of the Partnership, the General Partner shall send to each person who was a Partner during such period:

(i) the following financial statements for the Partnership prepared in accordance with U.S. generally accepted accounting principles:

- (A) a balance sheet as of the end of such period,
- (B) a statement of income or loss and a statement of Partners' capital for such period, and
- (C) a schedule of changes in Capital Account balances by Partner;

(ii) a schedule and summary description of each Portfolio Investment owned by the Partnership as of the end of such Fiscal Quarter;

(iii) a separate calculation of the Management Fee for such period;

(iv) a statement as to any indemnification payment made by the Partnership pursuant to Section 4.4 or 5.4(f) during such period that is in excess of 2% of aggregate Capital Commitments; and

(v) in the case of an annual report with respect to any Fiscal Year:

- (A) a separate calculation of any potential Clawback Amount, a statement of the balance of the Escrow Account and a description of any withdrawals or releases therefrom,
- (B) an internal rate of return calculation for the Limited Partners for such period,
- (C) a schedule of aggregate Carried Interest as of the end of such period,
- (D) a breakdown of Partnership Expenses for such period, and
- (E) an opinion of a nationally recognized accounting firm based upon their audit of the financial statements referred to in clause (i) above.

(b) The General Partner shall deliver such other information available to the General Partner, including financial statements and computations, as any Limited Partner may from time to time reasonably request.

(c) The General Partner shall cause the Principals (so long as they remain affiliated with the General Partner) to be available for periodic consultations as the LP Advisory Committee may reasonably request.

(d) The information provided to Partners pursuant to Section 7.3(a) shall include a statement from the General Partner regarding (i) any material events affecting any Portfolio Investment during such period and (ii) any material event affecting the Partnership during such period.

(e) The General Partner shall notify the Limited Partners as soon as practicable in the event that the independent auditor of the Partnership is replaced.

7.4. Partnership Meetings. (a) The General Partner shall hold an annual meeting of Partners no less than once annually.

(b) The General Partner may call a meeting of the Partnership by giving at least 21 days' notice of the time and place of such meeting to each Limited Partner, which notice shall set out the agenda for such meeting.

(c) Any action required to be, or which may be, taken at any special meeting by the Partners may be taken in writing without a meeting if consents thereto are given by the General Partner and Limited Partners holding Interests in an amount not less than the amount that would be necessary to take such action at a meeting.

(d) A Limited Partner may vote at any meeting either in person or by a proxy which such Limited Partner has duly executed in writing. The General Partner may permit Persons other than Partners to participate in a meeting; provided, that no such Person shall be entitled to vote other than by proxy as provided above.

(e) The chairman of any meeting shall be a Person affiliated with and designated by the General Partner. Such Person designated by the General Partner shall keep written minutes of all of the proceedings and votes of any such meeting.

(f) The General Partner may set in advance a record date for determining the Combined Limited Partners entitled to notice of and to vote at any meeting or entitled to express consent to any action in writing without a meeting. No record date shall be less than 10 nor more than 60 days prior to the date of any meeting to which such record date relates nor more than 10 days after the date on which the General Partner sets the record date for any action by written consent.

(g) All votes hereunder shall only require the vote of the requisite Combined Limited Partners, unless expressly provided otherwise.

ARTICLE VIII

Transfers, Withdrawals and Default

8.1. Transfer and Withdrawal of the General Partner. (a) *Voluntary Transfer.* Without the consent of 75% in Interest of the Combined Limited Partners, the General Partner shall not have the right to assign, pledge or otherwise transfer its interest as the general partner of the Partnership, and the General Partner shall not have the right to withdraw from the Partnership or voluntarily dissolve as an entity; provided, that without the consent of the Combined Limited Partners the General Partner may, at the General Partner's expense, be reconstituted as or converted into a corporation, partnership or other form of entity (any such reconstituted or

converted entity being deemed to be the General Partner for all purposes hereof) by merger, consolidation, conversion or otherwise, or transfer its Interest as the general partner of the Partnership to one of its Affiliates so long as (i) such reconstitution, conversion or transfer does not have any adverse tax or legal or economic consequences for the Limited Partners and (ii) such other entity shall have assumed in writing the obligations of the General Partner under this Agreement, the Subscription Agreements and any other related agreements of the General Partner; and provided, further, that the consent of a Majority in Interest of the Combined Limited Partners shall be required for any reconstitution, conversion or transfer that results in the Principals or other investment professionals of the General Partner owning less than 75% of the voting and economic interests of the General Partner. In the event of an assignment or other transfer of all of its Interest as a general partner of the Partnership in accordance with this Section 8.1(a), its assignee or transferee shall be substituted in its place as general partner of the Partnership and immediately thereafter the General Partner shall withdraw as a general partner of the Partnership.

(b) *Replacement of the General Partner upon a Disabling Event.* The General Partner shall cease to be the general partner of the Partnership upon the occurrence of a Disabling Event, and thereafter, except as required by applicable law, neither the General Partner nor its successors in interest shall have any of the powers, obligations or liabilities of a general partner of the Partnership under this Agreement or under applicable law. Subject to Section 9.1(b), upon the occurrence of any Disabling Event the Partnership shall be dissolved and wound up in accordance with the provisions of Section 9.2. If the General Partner shall cease to be the general partner of the Partnership upon the occurrence of a Disabling Event and a Majority in Interest of the Limited Partners shall determine to continue the business of the Partnership pursuant to Section 9.1(b), notice of that determination shall be given to the General Partner by a party authorized by such Limited Partners to give such notice on behalf of such Limited Partners.

(c) In the event the General Partner is removed pursuant to Section 8.1(d) or Section 8.1(e) or upon the determination of a Majority in Interest of the Combined Limited Partners to continue the business of the Partnership following a Disabling Event with respect to the General Partner pursuant to Section 9.1(b), then Majority in Interest of the Combined Limited Partners, in the case of a removal pursuant to Section 8.1(d), 80% in Interest of the Combined Limited Partners, in the case of a removal pursuant to Section 8.1(e), and a Majority in Interest of the Combined Limited Partners, in the case of a determination pursuant to Section 9.1(b), shall determine that either:

(i) the successor general partner selected pursuant to Section 8.1(d), 8.1(e) or 9.1(b), as applicable, shall purchase for cash the General Partner's interest in the Partnership at a price (the "General Partner's Appraised Value") equal to the value of such interest, inclusive of 75% of any Carried Interest otherwise payable to the General Partner in the case of removal pursuant to Section 8.1(d) or a determination pursuant to Section 9.1(b), and inclusive of 100% of any Carried Interest otherwise payable to the General Partner in the case of removal pursuant to Section 8.1(e), in each case determined on the assumption that the Portfolio Investments were sold for their Fair Market Values and the proceeds therefrom were distributed to the Partners in accordance with this Agreement after credit or debit, as the case may be, for the amount of the Partnership's other assets and liabilities determined in accordance with generally

accepted accounting principles. The successor general partner shall pay an amount in cash equal to the General Partner's Appraised Value within 30 days after the determination of the General Partner's Appraised Value and upon such payment in cash the General Partner shall sell, assign and transfer to the successor general partner all of the General Partner's right, title and interest in and to the Partnership and the Partnership's assets; or

(ii) the former General Partner shall not have any rights or powers of a general partner, but shall be treated for purposes of this Agreement as a Limited Partner with a Capital Account balance equal to the former General Partner's Capital Account on the date of removal. The former General Partner shall have no interest in Portfolio Investments made by the Partnership after the date of removal but shall continue to receive distributions under Section 3.5 as if it had not been removed as a general partner, with respect to Portfolio Investments made prior to such removal date, inclusive of Carried Interest (in an amount not to exceed the Carried Interest that would have been included in the calculation of the General Partner's Appraised Value). The former General Partner's Unpaid Capital Commitment shall be deemed to be zero (0) upon the effectiveness of its removal as a general partner; provided, however, that the former General Partner shall continue to pay Partnership Expenses as if it had not been removed as a general partner, with respect to Portfolio Investments made prior to such removal date.

(d) *Removal/Dissolution for Cause.* A Majority in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote) may, at their option at any time following the occurrence of a Cause Event and a failure of the General Partner to cure such event within the period of time specified under this Agreement, either (x) require the removal, effective as of a date not less than 60 days from the date of notice to the General Partner of such removal, of the General Partner from the Partnership and the substitution of another Person as general partner of the Partnership in lieu thereof (which successor general partner shall be approved by a Majority in Interest of the Combined Limited Partners, and which removal shall be effected in accordance with the procedures set forth in Section 8.1(c)) or (y) dissolve and liquidate the Partnership as provided in Section 9.1 hereof.

(e) *Removal Without Cause.* 80% in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote) may, at their option at any time, require the removal, effective as of a date not less than 60 days from the date of notice to the General Partner of such removal, of the General Partner from the Partnership and the substitution of another Person as general partner of the Partnership in lieu thereof (which successor general partner shall be approved by 80% in Interest of the Combined Limited Partners, and which removal shall be effected in accordance with the procedures set forth in Section 8.1(c)).

(f) Promptly upon the substitution of another Person as general partner of the Partnership pursuant to Section 8.1(d) or 8.1(e), the successor general partner shall take such action as is necessary to cause the Partnership to change its name to delete any reference to

“Palladium” or any abbreviation or derivation thereof and the Partnership shall not have the right to use the name “Palladium” or any abbreviation or derivation thereof.

8.2. Assignments/Substitutions by Limited Partners. (a) A Limited Partner may not assign or otherwise transfer its Interest in whole or in part to any Person (an “Assignee”) without the prior written consent of the General Partner, which consent may be given or withheld in the sole and absolute discretion of the General Partner; provided, that no such assignment or transfer shall be made unless:

(i) such assignment or transfer would not violate the Securities Act or any state securities or “Blue Sky” laws applicable to the Partnership or the Interest to be assigned or transferred;

(ii) such assignment or transfer would not cause the Partnership to lose its status as a partnership for Federal income tax purposes or cause the Partnership to become subject to the 1940 Act;

(iii) such assignment or transfer would not cause (A) all or any portion of the assets of the Partnership to (I) constitute “plan assets” (for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law) of any existing or contemplated ERISA Partner or Benefit Plan Partner, or (II) be subject to the provisions of ERISA, Section 4975 of the Code or any applicable Similar Law, or (B) the General Partner to become a fiduciary with respect to any existing or contemplated ERISA Partner or Benefit Plan Partner, pursuant to ERISA or any applicable Similar Law, or otherwise;

(iv) such assignment or transfer would not cause the Partnership to be treated as a “publicly traded partnership” within the meaning of Section 7704 of the Code and the regulations promulgated thereunder; and

(v) any such assignment or transfer would not otherwise cause the Partnership or Portfolio Company to violate any applicable law.

In its sole and absolute discretion, the General Partner may condition any such assignment or transfer upon receipt of an opinion of responsible counsel (who may be counsel for the Partnership), which opinion and counsel shall be satisfactory to the General Partner. Each assigning Limited Partner agrees that it will pay all reasonable expenses, including attorneys’ fees, incurred by the Partnership in connection with an assignment or transfer of an Interest by such Limited Partner, except to the extent that the Assignee thereof agrees to bear such expenses.

The General Partner shall not withhold its consent to any assignment or transfer by a Limited Partner of all or a portion of its Interest to a Person if such Person (i) is an Affiliate of such Limited Partner (which includes affiliated pension plans) the beneficial ownership of which is substantially similar to such Limited Partner or (ii) if such Limited Partner is a trust or a trustee, is a successor trust (or a successor trustee in the case of the same trust) with the same beneficial ownership or a successor trustee (it being understood that a Limited Partner making such an assignment or transfer shall thereafter remain liable for its Unpaid Capital Commitment, unless released therefrom by the General Partner in its sole discretion); provided, that the

General Partner reasonably concludes that the conditions of numbered clause (i) through (iv) above have been satisfied.

(b) No Assignee of an Interest in the Partnership of a Limited Partner may be admitted as a substitute Limited Partner in the Partnership without the consent of the General Partner, which consent may be given or withheld in its sole and absolute discretion; provided, that the General Partner shall not withhold its consent with respect to any assignment or transfer that satisfies the requirements of the last sentence of Section 8.2(a). An Assignee of an Interest that is not admitted as a substitute Limited Partner shall be entitled only to allocations and distributions with respect to that Interest and shall have no rights to vote such Interest, to participate in the management of the Partnership or to any information or accounting of the affairs of the Partnership and shall not have any of the other rights of a Partner pursuant to this Agreement.

(c) The General Partner shall prohibit any assignment, transfer or substitution (and shall not recognize any such assignment, transfer or substitution) if such assignment, transfer or substitution would cause the Partnership to be treated as a “publicly traded partnership” within the meaning of Section 7704 of the Code and the regulations promulgated thereunder.

(d) Unless otherwise agreed to by a Limited Partner and the General Partner prior to the Limited Partner’s admission, any assignment or transfer by a Limited Partner pursuant to this Section 8.2 (other than to an Affiliate of such Limited Partner or an assignment or transfer that has been approved by the General Partner prior to a Limited Partner’s admission) must be made in accordance with the following procedures:

(i) Such Limited Partner must provide 45 days’ written notice to the General Partner and to all of the Limited Partners of such proposed assignment or transfer (or such reasonably shorter period as is agreed to by the General Partner and a Majority in Interest of the Limited Partners), the cash purchase price and other material terms of the assignment or transfer it is seeking with respect to such Interest (the “Asking Price”); provided, that if the transferring Limited Partner requests the General Partner to send the notice to the other Limited Partners, then an additional 5 Business Days shall be added to the period referred to above and to each period referred to in clauses (ii) and (iii) below.

(ii) During the first fifteen days of such 45-day period, each of the Partners will have the right to propose to acquire such Interest or some portion thereof for the Asking Price, and if the Partners as a group propose to acquire more of the Interest than is available for purchase, then each such Partner shall have the right to propose to acquire its pro rata portion of such Interest (based on the proportion of Capital Contributions made by such Partner to the Partnership to all Capital Contributions made to the Partnership by all Partners proposing to acquire such Interest or a portion thereof); provided, that the Limited Partner who proposes to make such assignment or transfer shall not be obligated to sell any portion of such Interest to any Partner unless the Partners have proposed to purchase the entire Interest proposed to be transferred.

(iii) If the entire Interest is not acquired by the Partners at the end of such 45-day period for the Asking Price, such Limited Partner may assign or otherwise transfer the Interest or a portion thereof to a Person approved by the General Partner within 180 days at or above the Asking Price.

(iv) If such Limited Partner wishes to assign or otherwise transfer its Interest or a portion thereof to a Person at a cash purchase price of less than the Asking Price or on terms that differ from that of the Asking Price, it must first follow the procedures set forth in clauses (i) through (iii) above, using the new cash purchase price and, if applicable, new or amended terms such Limited Partner is seeking to become the Asking Price.

(e) Any attempted assignment or substitution not made in accordance with this Section 8.2 shall be null and void.

8.3. Defaulting Limited Partner. (a) Subject in all events to the provisions of Section 3.2, any Limited Partner that fails to make, when due, any portion of the Capital Contribution required to be contributed by such Limited Partner pursuant to this Agreement or to make any Direct Payment or any other payment required to be made by it hereunder when required to be made may, in the discretion of the General Partner, be charged an additional amount on the unpaid balance of any such Capital Contributions, Direct Payments or other payments at the Prime Rate plus 4.0% from the date such balance was due and payable through the date full payment for such balance is actually made, and to the extent such additional amount is not otherwise paid such additional amount may be deducted from any distribution to such Limited Partner. Any such additional amount owed to the Partnership shall be allocated in proportion to the other Partners' Pro Rata Share with respect to each Portfolio Investment.

(b) If any Limited Partner fails to make, when due, any portion of the Capital Contribution required to be contributed by such Limited Partner pursuant to this Agreement or to make any Direct Payment or any other payment required to be made by it hereunder when required to be made, then the Partnership shall promptly provide written notice of such failure to such Limited Partner. If such Limited Partner fails to make such Capital Contribution, Direct Payment or other payment within five (5) Business Days after receipt of such notice, then (i) such Limited Partner shall be deemed a "Defaulting Limited Partner" and (ii) the following Sections 8.3(c) through (g) shall apply; provided, that in the case of any Capital Contribution requested pursuant to Section 3.2(b), 3.2(c) or 3.2(f), no Limited Partner shall be deemed a "Defaulting Limited Partner" until the date that is fifteen (15) Business Days following the date of the applicable Payment Notice.

(c) The General Partner shall have the right to determine, in its sole discretion, that whenever the vote, consent or decision of a Limited Partner or of the Partners is required or permitted pursuant to this Agreement, except as required by the Act, any Defaulting Limited Partner shall not be entitled to participate in such vote or consent, or to make such decision, and such vote, consent or decision shall be tabulated or made as if such Defaulting Limited Partner were not a Partner.

(d) The General Partner shall have the right in its sole discretion to either:

(i) (A) determine that a Defaulting Limited Partner shall forfeit to the Partnership as recompense for damages suffered, and the Partnership shall withhold (for the account of the nondefaulting Partners), all distributions except to the extent such distributions represent a return of capital to such Defaulting Limited Partner less any expenses, deductions or losses (including such defaulting Partner's share of the Aggregate Net Losses from Writedowns) allocated to such Limited Partner and (B) assess a 50% reduction in the Capital Account balance and related Percentage Interest in Investments of the Defaulting Limited Partner; provided, that any amounts forfeited by the Defaulting Limited Partner or reduced by the General Partner pursuant to the preceding sentence shall be distributed among the other Partners in proportion to their Percentage Interests in the Investment or Partnership property giving rise to such distribution or, in the case of a distribution upon liquidation, in proportion to the liquidating distributions to them pursuant to Section 9.3, subject to the right of each such other Partner not to have a distribution in kind made to it pursuant to Section 9.3; provided, further, that the balance of remaining amounts otherwise payable to a Defaulting Limited Partner after application of the foregoing may be retained by the Partnership until the final liquidating distribution of the Partnership and otherwise used to satisfy such expenses, deductions, losses and/or damages as they accrue or arise; or

(ii) upon delivery of written notice to the Defaulting Limited Partner, cause the Defaulting Limited Partner to transfer (and upon receipt of such notice such Defaulting Limited Partner shall so transfer) all of its Interest to one or more other Partners selected by the General Partner in its sole discretion, which have agreed to purchase such Interest effective immediately at a cash transfer price equal to 50% of such Defaulting Limited Partner's Capital Account. For the avoidance of doubt, the foregoing remedies may be separately applied to each failure by a Limited Partner to make, when due, any portion of the Capital Contribution, Direct Payment or other payment (including any payment pursuant to Section 5.2) required to be made hereunder.

(e) In the event that a Limited Partner defaults in making a Capital Contribution to the Partnership or any Alternative Vehicle, the General Partner may require all of the nondefaulting Partners to increase their Capital Contributions by an aggregate amount equal to the Capital Contribution of the Defaulting Limited Partner on which it defaulted (except with respect to the Defaulting Limited Partner's Management Fees); provided, that no Limited Partner will be required to fund amounts in excess of its Unpaid Capital Commitment. If the General Partner elects to require such increase, the General Partner shall deliver to each nondefaulting Partner written notice of such default as promptly as practicable after its occurrence and, thereafter, with respect to each Portfolio Investment, the General Partner shall as promptly as practicable deliver to each such nondefaulting Partner a Payment Notice in respect of the Capital Contribution which the Defaulting Limited Partner failed to make. Subject to the proviso set forth above in this Section 8.3(e), such Payment Notice shall (i) call for a Capital Contribution by each such nondefaulting Partner in an amount equal to the amount of such nondefaulting Partner's Pro Rata Share of such additional Capital Contribution and (ii) specify a Payment Date for such Capital Contribution, which date shall be at least ten calendar days from the date of delivery of such Payment Notice by the General Partner. If any Limited Partner is not required to make a Capital Contribution in accordance with this Section 8.3(e) because such Capital

Contribution would be in excess of such Limited Partner's Unpaid Capital Commitment, then, subject to the provisos set forth in this Section 8.3(e), the General Partner shall send to each other Limited Partner which is not subject to the constraint above and which is otherwise able to participate in such Portfolio Investment a Payment Notice providing the amount of any additional Capital Contribution which such other Limited Partner shall be required to make as a result of such excess not being funded by the defaulting Limited Partner, which amount shall bear the same ratio to the aggregate of the additional amounts payable by all such other Limited Partners as such other Limited Partner's Unpaid Capital Commitment bears to the Unpaid Capital Commitments of all such other Limited Partners. The provisions of this Section 8.3(e) shall operate successively until either all Limited Partners able to participate in such Portfolio Investment are subject to the constraint set forth above or the full amount of Capital Contribution of the Defaulting Limited Partner has been provided for.

(f) No right, power or remedy conferred upon the General Partner in this Section 8.3 shall be exclusive, and each such right, power or remedy shall be cumulative and in addition to every other right, power or remedy whether conferred in this Section 8.3 or now or hereafter available at law or in equity or by statute or otherwise. No course of dealing between the General Partner and any Defaulting Limited Partner and no delay in exercising any right, power or remedy conferred in this Section 8.3 or now or hereafter existing at law or in equity or by statute or otherwise shall operate as a waiver or otherwise prejudice any such right, power or remedy.

(g) Each Limited Partner acknowledges by its execution hereof that it has been admitted to the Partnership in reliance upon its agreements under this Agreement, that the General Partner and the Partnership may have no adequate remedy at law for a breach hereof and that damages resulting from a breach hereof may be impossible to ascertain at the time hereof or of such breach.

8.4. Further Actions. The General Partner shall cause this Agreement to be amended to reflect as appropriate the occurrence of any of the transactions referred to in this Article VIII as promptly as is practicable after such occurrence.

8.5. Admissions and Withdrawals Generally. Except as expressly provided in this Agreement, (i) no Partner shall have the right to withdraw from the Partnership or to withdraw any part of its Capital Account and (ii) no additional Partner may be admitted to the Partnership. Each new Partner shall be admitted as a Partner upon the execution by or on behalf of it of an agreement pursuant to which it becomes bound by the terms of this Agreement and acceptance of such agreement by the General Partner. The names of all Persons admitted as Partners and their status as General Partner or a Limited Partner shall be maintained in the records of the Partnership.

8.6. Required/Elective Withdrawals. (a) A Limited Partner may be required to completely or partially withdraw from the Partnership in whole or in part if in the reasonable judgment of the General Partner, by virtue of that Limited Partner's Interest in the Partnership: (i) the assets of the Partnership would be reasonably likely to be characterized as assets of any employee benefit plan or similar retirement plan, account or arrangement for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law, whether or not such plan, account or

arrangement is subject to ERISA, Section 4975 of the Code or any Similar Law, (ii) the Partnership is reasonably likely to be subject to any requirement to register under the 1940 Act or (iii) based on consultation with outside legal counsel, a material adverse effect on the Partnership or any of its Affiliates, any Portfolio Investment, future Portfolio Investments or such Limited Partner is likely to result from such Limited Partner's continued participation in the Partnership or such withdrawal is otherwise required by applicable law or regulation; provided, that the General Partner shall certify in reasonable detail to the Partnership and such Limited Partner the basis for any such determination.

(b) (i) A Limited Partner shall have the power to withdraw from the Partnership if (i) by reason of a change in any law, regulation or governmental order to which such Limited Partner is subject occurring after its admission to the Partnership, a violation of any such law, regulation or governmental order (including with respect to any BHC Partner, (x) Section 4 of the BHC Act or the rules, regulations and written governmental interpretations relating thereto (other than Section 4(k) of the BHC Act) and (y) any law or regulation applicable to BHC Partners in the future that was not applicable immediately prior to the closing of such BHC Partner's investment in the Partnership) is likely to result without such withdrawal; provided, that any such Limited Partner shall remain liable to the Partnership to the extent of any breach of a representation, warranty or covenant made by such Limited Partner to the Partnership arising out of or relating to such withdrawal; (ii) such Limited Partner is a BHC Partner which delivers to the General Partner an opinion of counsel (in form and substance reasonably acceptable to the General Partner) to the effect that there is a substantial likelihood that such BHC Partner's investment in the Partnership, in whole or in part, would cause (x) such BHC Partner or any of its Affiliates to violate Section 4 (other than Section 4(k)) of the BHC Act) or the rules, regulations and written governmental interpretations relating thereto, or any law, regulation, license, permit or decree or order of court of competent jurisdiction applicable to the BHC Partner or its Affiliates or (y) the application to the BHC Partner or any of its Affiliates of Sections 23A or 23B of the Federal Reserve Act, as amended, with respect to its investment in the Partnership or any such Portfolio Company that was not applicable to such BHC Partner at the time of its admission to the Partnership; or (iii) such Limited Partner's continued participation in the Partnership would be likely to result in a violation of a written policy to which such Limited Partner is subject and which was adopted by such Limited Partner to comply with applicable state law; provided, that such written policy was provided to, and agreed to in writing for this purpose by, the General Partner prior to the closing of such Limited Partner's admission to the Partnership and continues in effect as of the date such withdrawal is sought.

(ii) Notwithstanding anything in this Section 8.6(b) to the contrary, (x) a BHC Partner will not be able to withdraw if the General Partner is able to modify the terms of this Agreement in such a manner as to cure the BHC Act violation and (y) the BHC Partner will use its reasonable best efforts to assist the General Partner in curing such violation.

(c) Withdrawals pursuant to Section 8.6(a) or (b) will be effected by the Partnership's purchase of such Limited Partner's Interest in the Partnership at a price (the "Limited Partner's Appraised Value") equal to the value of such interest, inclusive of any

Carried Interest payments to the General Partner, determined on the assumption that the Portfolio Investments were sold for their Fair Market Values and the proceeds therefrom were distributed to the Partners in accordance with this Agreement after credit or debit, as the case may be, for the amount of the Partnership's other assets and liabilities determined in accordance with generally accepted accounting principles and for the consideration permitted by Section 8.7(b).

(d) The General Partner may, in its sole discretion, permit an existing Limited Partner (with such Limited Partner's consent) to withdraw from the Partnership to facilitate such Limited Partner's participation in any Parallel Fund and, in connection therewith, may transfer to a Parallel Fund such Limited Partner's proportionate share of one or more of the Portfolio Investments of the Partnership, and to take any other necessary action to consummate the foregoing (including to reflect all contributions and distributions on the books and records of the Parallel Fund); provided, that the foregoing transfer shall not result in a material adverse effect on the interests of the other Limited Partners in the Partnership.

8.7. Plan Asset Matters. (a) If any ERISA Partner or Regulated Plan Partner subject to Similar Law delivers to the General Partner an opinion of counsel (which opinion and counsel shall be reasonably satisfactory to the General Partner) to the effect that the assets of the Partnership constitute "plan assets" of any ERISA Partner pursuant ERISA or Section 4975 of the Code (which opinion shall be provided by the General Partner to all other ERISA Partners and Regulated Plan Partners) (a "Plan Asset Opinion"), the General Partner shall then as promptly as practicable use its reasonable efforts to take such actions as it deems necessary and appropriate to prevent or cure such result, taking into account the interests of all Partners and of the Partnership as a whole. Without limiting the generality of the foregoing, the General Partner may: (i) renegotiate the non-financial terms of any Portfolio Investment or otherwise modify the manner in which the Partnership conducts its affairs; (ii) permit the transfer, in accordance with this Article VIII, of all or a portion of the Interests of any of the ERISA Partners and Regulated Plan Partners; (iii) terminate the right and obligation of the ERISA Partners and Regulated Plan Partners or any one of them to make Capital Contributions to fund Portfolio Investments in accordance with Section 3.1(a); (iv) require, by notice to the ERISA Partners and Regulated Plan Partners, any or all ERISA Partners and Regulated Plan Partners completely or partially to withdraw from the Partnership in accordance with the provisions of Section 8.7(b); or (v) apply for administrative relief from the U.S. Department of Labor or other applicable regulatory body. If within 60 Business Days after receipt of such opinion, the General Partner has not delivered to each ERISA Partner and Regulated Plan Partner an opinion of counsel (which counsel and opinion shall be reasonably satisfactory to the ERISA Partner and Regulated Plan Partner that delivered the first opinion), or such other evidence as may be reasonably satisfactory to such ERISA Partner and Regulated Plan Partner, that the assets of the Partnership are not reasonably likely to constitute "plan assets" under Title I of ERISA or Section 4975 of the Code, each ERISA Partner and Regulated Plan Partner which is deemed to own an undivided interest in the underlying assets of the Partnership under ERISA, Section 4975 of the Code or the provisions of applicable Similar Law will have the option to withdraw completely or partially from the Partnership, by notice to the General Partner, in accordance with the provisions of Section 8.7(b) the extent necessary to correct the condition giving rise to the Plan Asset Opinion.

(b) A complete or partial withdrawal pursuant to Section 8.7(a) will be effected by the Partnership's purchase of the withdrawing Partner's Interest at a value equal to the

Limited Partner's Appraised Value. In addition to cash consideration, the Partnership may pay in whole or in part for any purchase of a withdrawing Partner's Interest with securities (through a distribution in kind of Portfolio Investments); the making of any such payment in kind shall be at the option of the General Partner after consultation with the withdrawing Partner, and such payment in kind shall be made in the form of the withdrawing Partner's pro rata share of each Portfolio Investment of the Partnership; provided, that if such distribution in kind would cause the Partnership to suffer a material adverse effect as a result of the application of law or, in the judgment of the General Partner, cause the Partnership to breach any material contractual obligation of the Partnership, the General Partner or their respective Affiliates, then such distributions will be made in cash as soon as practicable in the reasonable judgment of the General Partner; and provided, further, that a non-pro rata distribution in kind may be made with the consent of the withdrawing Limited Partner. A withdrawing Limited Partner may in its sole discretion decline to receive any non-Marketable Securities in connection with such withdrawal; provided, that in such case, in lieu of such non-Marketable Securities the Partnership may pay the related amount with a promissory note bearing interest at LIBOR (as of the most recent date prior to the effective date of a withdrawal pursuant to Section 8.7) plus 2% and a maturity at the liquidation of the Partnership; provided, that interest shall be payable (and principal shall be pre-payable) to the extent the non-Marketable Securities that otherwise would have been distributed to such withdrawing Limited Partner are disposed of for at least that amount. The effective date of any withdrawal pursuant to this Section 8.7(b) shall be the last day of the month in which notice of such withdrawal was given pursuant to Section 8.7(a). A withdrawing Limited Partner may object to the determination of a Limited Partner's Appraised Value in the same manner as the LP Advisory Committee (substituting the withdrawing Limited Partner for the LP Advisory Committee in that regard) as set forth in Section 4.7(c).

(c) The costs of any ERISA Partner and Regulated Plan Partner for obtaining or seeking to obtain an opinion of counsel for the purposes of this Section 8.7 shall be borne by such ERISA Partner and Regulated Plan Partner.

(d) If the assets of the Partnership at any time are "plan assets" for the purposes of ERISA, Section 4975 of the Code or any applicable Similar Law, then each Limited Partner which is, directly or indirectly, an ERISA Partner or Benefit Plan Partner or the fiduciary of an ERISA Partner or Benefit Plan Partner shall, at the request of the General Partner, identify to the General Partner which of the Persons on a list furnished by the General Partner of Persons with whom the Partnership may have had non-exempt dealings are, to the best of its knowledge after due inquiry, parties in interest or disqualified persons (as defined in sections 3 of ERISA and 4975 of the Code, respectively or similar related parties under the applicable provisions of any Similar Laws) with respect to such ERISA Partner or Benefit Plan Partner.

(e) If a Limited Partner withdraws from the Partnership pursuant to Section 8.6 or this Section 8.7, (i) the portion, if any, of the Portfolio Investments attributable to the Carried Interest allocable to the General Partner with respect to such Limited Partner's Interest shall remain in the Partnership in cash or in kind, as the case may be, and shall be held solely for the account of the General Partner, (ii) the portion of such Limited Partner's Capital Account corresponding to such portion of the Portfolio Investments shall be allocated to the Capital Account of the General Partner and (iii) the General Partner shall be entitled to the proceeds from the disposition of such portion of the Portfolio Investments at the time of their disposition.

ARTICLE IX

Term and Dissolution
of the Partnership

9.1. Term. The existence of the Partnership commenced on the date of filing for record of the Certificate in the office of the Secretary of State of the State of Delaware pursuant to the Act and shall continue until the Partnership is dissolved and subsequently terminated, which dissolution shall occur upon the first of any of the following events (each an "Event of Dissolution"):

(a) The expiration of the term of the Partnership on the tenth anniversary of the Closing Date; provided, that (i) the General Partner may extend the term of the Partnership for successive one-year periods up to a maximum of two years (subject to clauses (ii) and (iii) below) (or four years if this extension is occurring pursuant to the proviso in Section 9.2 hereof, subject to clause (iii) below); (ii) the General Partner shall provide at least 30 days' prior notice of any such extension to the LP Advisory Committee, and the term shall only be so extended if a majority of the members of the LP Advisory Committee consent to such extension; provided, that, with respect to any second one-year extension, if three or more members of the LP Advisory Committee object to such extension, the term shall only be so extended if a Majority in Interest of the Limited Partners consent to such extension, (iii) the General Partner shall provide prior notice of any intended extension to each BHC Partner which has greater than 24.9% of the Interests and therefore holds its Interest in reliance on Section 4(k) of the BHC Act, and the term shall not be so extended if (x) such extension would cause an Investment to be held by the Partnership for more than 10 years and (y) any such BHC Partner notifies the General Partner that the U.S. Federal Reserve Board has not approved such Partner's holding of an Interest for the relevant period greater than 10 years pursuant to 12 C.F.R. § 225.172(b)(4);

(b) The occurrence of a Disabling Event with respect to the General Partner; provided, that the Partnership shall not be dissolved if, within 90 days after the Disabling Event, a Majority in Interest of the Combined Limited Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of the Disabling Event, of another General Partner which, if required by a Majority in Interest of the Combined Limited Partners in accordance with Section 8.1(c), shall agree to purchase the Interest of the General Partner in the manner specified in Section 8.1(c);

(c) After the end of the Commitment Period, at the later of (i) the time as of which the Partnership has disposed of all of its Portfolio Investments or (ii) the date of the Disposition of all of the Portfolio Investments made through Alternative Vehicles;

(d) The determination by the General Partner in good faith that such earlier dissolution and termination is necessary or advisable because there has been a materially adverse change in any applicable law or regulation or to avoid any violation of, or registration under, the 1940 Act, ERISA, Section 4975 of the Code or the applicable provisions of Similar Law;

(e) A Majority in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote) notify

the Partnership within 45 days of notice to the Limited Partners of a Cause Event that the Partnership should be dissolved as a result of such Cause Event;

(f) The affirmative vote of 66-2/3% in Interest of the Combined Limited Partners (or such lesser percentage such that no one Limited Partner would be able to block an affirmative vote) that the Partnership should be dissolved; and

(g) More than 40% of the Limited Partners exercise a right to withdraw pursuant to Section 8.6 or 8.7 of this Agreement and a Majority in Interest of the remaining Combined Limited Partners affirmatively vote to dissolve the Partnership.

For the avoidance of doubt, subject to the provisions of Section 3.1, the obligation of Partners to make Capital Contributions (i) for Portfolio Investments with respect to which the Partnership (or any acquisition vehicle owned thereby) has entered into a definitive agreement to invest or has otherwise contractually committed to such Portfolio Investment prior to an Event of Dissolution and (ii) the Partnership's obligations under any borrowings or guarantees outstanding prior to an Event of Dissolution, shall survive such Event of Dissolution.

9.2. Winding-up. Upon the occurrence of an Event of Dissolution, the Partnership shall be wound up and liquidated. The General Partner or, if there is no general partner, a liquidator appointed by a Majority in Interest of the Limited Partners to act as liquidating trustee ("Liquidating Trustee"), shall proceed with the Dissolution Sale and the Final Distribution. In addition, to the extent deemed desirable by the General Partner or the Liquidating Trustee, distributions in connection with the liquidation and winding-up of the Partnership may be made in-kind into a liquidating trust or other appropriate entity, and reserves may be established for contingencies. In the Dissolution Sale, the General Partner or such Liquidating Trustee shall use its best efforts to reduce to cash and cash equivalent items such assets of the Partnership as the General Partner or such liquidator shall deem it advisable to sell, subject to obtaining fair value for such assets and any tax or other legal considerations (including legal restrictions on the ability of a Limited Partner to hold any assets to be distributed in kind); provided, that notwithstanding such best efforts if the General Partner or such liquidator is unable to sell any remaining assets that are not Marketable Securities, then the General Partner or such liquidator shall, if it is prior to the twelfth anniversary of the Closing Date, seek the approval of a Majority in Interest to make such a distribution; provided, further, that distributions into a liquidating trust as part of a deferred liquidation shall be expressly permitted hereunder; provided, further, that (a) the failure to so approve such distribution shall be deemed approval of an extension under, and subject to the provisions of Section 9.1(a) and (b) if a Limited Partner determines upon the written advice of counsel, that there is a reasonable likelihood that any such distribution in kind would cause such Limited Partner to be in violation of any law, regulation or order, such Limited Partner and the General Partner shall each use its best efforts to make alternative arrangements with respect to such distribution; provided, that, the relevant distribution shall be deemed received by the Limited Partner for purposes of the calculations hereunder, including those made pursuant to Section 3.5 and 9.4 hereof.

9.3. Final Distribution. After the Dissolution Sale, the proceeds thereof and the other assets of the Partnership shall be distributed in one or more installments in the following order of priority:

(a) to the payment of the expenses of the winding-up, liquidation and dissolution of the Partnership;

(b) to pay all creditors of the Partnership, other than Partners in respect of distributions then owing to them, either by the payment thereof or the making of reasonable provision therefor;

(c) to establish reserves, in amounts established by the General Partner or such liquidator, to meet other liabilities of the Partnership other than to the Partners in respect of distributions then owing to them;

(d) to pay, on a pro rata basis, all Partners in respect to distributions then owing to them hereunder, either by the payment thereof or the making of reasonable provision therefor.

The remaining proceeds, if any, plus any remaining assets of the Partnership, shall be applied and distributed to the Partners in accordance with the positive balances of the Partners' Capital Accounts, as determined after taking into account all adjustments to Capital Accounts for the Partnership taxable year during which the liquidation occurs, by the end of such taxable year or, if later, within 90 days after the date of such liquidation; provided, that liquidating distributions shall be made in the same manner as distributions under Section 3.5 if such distributions would result in the Partners receiving a different amount than would have been received pursuant to a liquidating distribution based on Capital Account balances. For purposes of the application of this Section 9.3 and determining Capital Accounts on liquidation, all unrealized gains, losses and accrued income and deductions of the Partnership shall be treated as realized and recognized immediately before the date of distribution. If a Limited Partner shall, upon the advice of counsel, determine that there is a reasonable likelihood that any distribution in kind of an asset would cause such Limited Partner to be in violation of any law, regulation or order, such Limited Partner and the General Partner shall each use its best efforts to make alternative arrangements for the sale or transfer into an escrow account of any such distribution on mutually agreeable terms.

9.4. General Partner Clawback. (a) If, following the dissolution, winding up and termination of the Partnership and the distribution of all or substantially all of the Partnership's assets (such date of such event being the "Clawback Determination Date"), distributions of Carried Interest to the General Partner have been made with respect to any Limited Partner (other than any Defaulting Limited Partner) and either (i) the Cumulative Net Distributions with respect to such Limited Partner do not represent at least the Preferred Return or (ii) there is an Excess 20% Amount (the greater of (x) the amount required to be paid so that the Limited Partner would receive the Preferred Return and (y) the Excess 20% Amount, being referred to as the "Excess Final Clawback Amount"), determined after giving effect to all transactions through the Clawback Determination Date, then the General Partner shall be obligated to return promptly to the Partnership for distribution to such Limited Partner the lesser of (x) the Excess Final Clawback Amount with respect to such Limited Partner and (y) the After-Tax Amount of the aggregate distributions of Carried Interest to the General Partner with respect to such Limited Partner (the "Final Clawback Amount"). The payment of such amount to the Partnership shall constitute full satisfaction by the General Partner of its obligations under this Section 9.4 in respect of such Limited Partner. The Partnership shall distribute any amount so

returned to such Limited Partner.

(b) If a successor general partner replaces the General Partner pursuant to Section 8.1(b), the General Partner shall pay to the Partnership on the date of sale of its interest to the successor general partner pursuant to Section 8.1(c), for distribution to the Limited Partners entitled thereto, an amount equal to the aggregate amount that would be payable pursuant to Section 9.4(a) on such date as if such date were the Clawback Determination Date, determined on the assumption that all remaining Portfolio Investments were sold for their Fair Market Values determined pursuant to Section 4.7 and the proceeds therefrom were distributed to the Partners. The payment of such amount to the Partnership shall constitute full satisfaction by the General Partner of its obligations under this Section 9.4. The obligation of a successor general partner under this Section 9.4 shall be calculated as if the Partnership had made all remaining Portfolio Investments, at a purchase price equal to their Fair Market Values determined pursuant to Section 4.7, on the date of the successor general partner's admission to the Partnership.

(c) Payments pursuant to Section 9.4(a) above may be made by or on behalf of the General Partner solely in cash.

(d) Each present and future investment professional or Principal or any other Person that at any time holds directly or indirectly an interest in the General Partner shall execute a guarantee (the form of which is attached hereto as Annex C) that provides that in the event the General Partner is obligated under Sections 3.5(f) or 9.4(a) to return to the Partnership a portion of the distributions received from the Partnership, each such investment professional and Principal shall be obligated to return to the Partnership or the applicable Limited Partner its *pro rata* share of such distributions to the General Partner (based on amounts received therefrom relating to Carried Interest distributions). Notwithstanding the foregoing, a member of the General Partner may assume the guarantee of another member as provided in Annex C. The General Partner's limited liability company operating agreement shall provide that the managing member(s) of the General Partner shall use their reasonable best efforts to collect any amounts from any member or former member of the General Partner that fails to meet the obligation each individual holder of an interest directly or indirectly in the General Partner from time to time has to return their *pro rata* share of the Interim Clawback Amount and the Final Clawback Amount as provided herein.

ARTICLE X

Capital Accounts and Allocations of Profits and Losses

10.1. Capital Accounts. (a) A separate capital account (the "Capital Account") shall be established and maintained for each Partner. The Capital Account of each Partner shall be credited with such Partner's Capital Contributions to the Partnership (including any deemed capital contribution pursuant to Section 10.3(d)), all Profits allocated to such Partner pursuant to Section 10.2 and any items of income or gain which are specially allocated pursuant to Section 10.3 or otherwise pursuant to this Agreement; and shall be debited with all Losses allocated to such Partner pursuant to Section 10.2, any items of loss or deduction of the Partnership specially allocated to such Partner pursuant to Section 10.3 or otherwise pursuant to this Agreement, and

all cash and the Carrying Value of any property (net of liabilities assumed by such Partner and the liabilities to which such property is subject) distributed by the Partnership to such Partner. To the extent not provided for in the preceding sentence, the Capital Accounts of the Partners shall be adjusted and maintained in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), as the same may be amended or revised; provided, that such adjustment and maintenance does not have an adverse effect on the economic interests of the Partners. Any references in any section of this Agreement to the Capital Account of a Partner shall be deemed to refer to such Capital Account as the same may be credited or debited from time to time as set forth above. In the event of any transfer of any interest in the Partnership in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

(b) Except as provided in Section 9.4, no Partner shall be required to pay to the Partnership or to any other Partner the amount of any negative balance which may exist from time to time in such Partner's Capital Account.

10.2. Allocations of Profits and Losses. Except as otherwise provided in this Agreement, Profits, Losses and, to the extent necessary, individual items of income, gain, loss or deduction, of the Partnership shall be allocated among the Partners in a manner such that, after giving effect to the special allocations set forth in Sections 10.3(f), (g), (h) and (i) or elsewhere in this Agreement, the Capital Account of each Partner, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made to such Partner pursuant to Section 3.5 if the Partnership were dissolved, its affairs wound up and its assets sold for cash equal to their Carrying Value, all Partnership liabilities were satisfied (limited with respect to each nonrecourse liability to the Carrying Value of the assets securing such liability), and the net assets of the Partnership were distributed in accordance with Section 3.5 to the Partners immediately after making such allocation, minus (ii) such Partner's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets, minus (iii) in the case of the General Partner, any obligation of the General Partner to make a capital contribution to the Partnership pursuant to Section 9.4 if the Partnership were liquidated at such time, plus (iv) in the case of each Limited Partner, such Limited Partner's share of the amount of the capital contribution of the General Partner referred to in clause (iii) hereof (if it had been made at such time).

10.3. Special Allocation Provisions. Notwithstanding any other provision in this Article X:

(a) Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain (determined in accordance with the principles of United States Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any Partnership taxable year, the Partners shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to their respective shares of such net decrease during such year, determined pursuant to United States Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with United States Treasury Regulations Section 1.704-2(f). This Section 10.3(a) is intended to comply with the minimum gain chargeback requirements in such United States Treasury Regulations Sections and shall be interpreted consistently therewith;

including that no chargeback shall be required to the extent of the exceptions provided in United States Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(b) Qualified Income Offset. In the event any Limited Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specially allocated to such Limited Partner in an amount and manner sufficient to eliminate the deficit balance in his Capital Account created by such adjustments, allocations or distributions as promptly as possible.

(c) Gross Income Allocation. In the event any Limited Partner has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount such Partner is obligated to restore, if any, pursuant to any provision of this Agreement, and (ii) the amount such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5), each such Limited Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 10.3(c) shall be made only if and to the extent that a Limited Partner would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article X have been tentatively made as if Section 10.3(b) and this Section 10.3(c) were not in this Agreement.

(d) General Partner Expenses. To the extent, if any, that General Partner Expenses and any items of loss, expense or deduction resulting therefrom are deemed to constitute items of Partnership loss or deduction rather than items of loss, or deduction of the General Partner, such General Partner Expenses and other items of loss, expense or deduction shall be allocated 100% to the General Partner and the General Partner's Capital Account shall be credited with a deemed capital contribution in the same amount.

(e) Payee Allocation. In the event any payment to any person that is treated by the Partnership as the payment of an expense is recharacterized by the IRS as a Partnership distribution (but not a guaranteed payment) to the payee as a partner, such payee shall be specially allocated an amount of Partnership gross income and gain as quickly as possible equal to the amount of the distribution.

(f) Nonrecourse Deductions. Nonrecourse Deductions from a particular Portfolio Investment for any Fiscal Year or other period shall be specially allocated in proportion to the Profits from such Portfolio Investment allocated to the Limited Partners and the General Partner, respectively, or, if there are no Profits for such Fiscal Year or other period, from such Portfolio Investment, Nonrecourse Deductions shall be allocated 80% to the Limited Partners and 20% to the General Partner.

(g) Partner Nonrecourse Deductions. Partner Nonrecourse Deductions for any taxable period shall be allocated to the Partner who bears the economic risk of loss with respect to the liability to which such Partner Nonrecourse Deductions are attributable in accordance with United States Treasury Regulations Section 1.704-2(j).

(h) Special Allocations. Any special allocations of items of income or gain pursuant to Sections 10.3(a), (b) or (c) shall be taken into account in computing subsequent allocations pursuant to Section 10.2 and this Section 10.3, so that the net amount of any items so allocated and all other items allocated to each Partner shall, to the extent possible, be equal to the net amount that would have been allocated to each Partner if such allocations pursuant to Section 10.3(a), (b) or (c) had not occurred.

(i) Certain Interest Expense. Interest expense described in Section 4.2(c) shall be specially allocated pro rata to the Partners other than those Partners making a Capital Contribution pursuant to Section 4.2(c).

(j) Organizational Expenses. Except as provided herein, Organizational Expenses will be allocated to the Partners in accordance with their contributions in respect thereof; provided, that expenses referred to in the second sentence of the definition of Organizational Expenses shall be allocated only to Limited Partners in accordance with their Capital Commitments.

10.4. Tax Allocations. For income tax purposes only, each item of income, gain, loss and deduction of the Partnership shall be allocated among the Partners in the same manner as the corresponding items of Profits and Losses and specially allocated items are allocated for Capital Account purposes; provided, that in the case of any Partnership asset the Carrying Value of which differs from its adjusted tax basis for Federal income tax purposes, income, gain, loss and deduction with respect to such asset shall be allocated solely for income tax purposes in accordance with the principles of Sections 704(b) and (c) of the Code (in any manner determined by the General Partner) so as to take account of the difference between Carrying Value and adjusted basis of such asset. Notwithstanding the foregoing, the General Partner may make allocations of any item or items hereunder in a manner that reasonably reflects the economic arrangement among the Partners and is consistent with the requirements of Section 704(b) of the Code.

10.5. Other Allocation Provisions. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such regulations. Sections 10.2 to 10.5 may be amended at any time by the General Partner if necessary, in the opinion of tax counsel to the Partnership (which shall be provided to the Partners), to comply with such regulations; provided, that such amendment shall not change the relative economic interests of the Partners, reduce any Partner's share of distributions, or increase any Partner's Capital Commitment or its liability hereunder.

10.6. Tax Advances. To the extent the General Partner reasonably determines that the Partnership is required by law to withhold or to make tax payments on behalf of or with respect to any Partner (e.g., backup withholding taxes) ("Tax Advances"), the General Partner may withhold such amounts and make such tax payments as so required. All Tax Advances made on behalf of a Partner shall, at the option of the General Partner, (i) be promptly paid to the Partnership by the Partner on whose behalf such Tax Advances were made or (ii) be repaid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Partner or, if such distributions are not sufficient for that

purpose, by so reducing the proceeds of liquidation of the Partnership otherwise payable to such Partner. Whenever the General Partner selects option (ii) pursuant to the preceding sentence for repayment of a Tax Advance by a Partner, for all other purposes of this Agreement such Partner shall be treated as having received all distributions (whether before or upon liquidation of the Partnership) unreduced by the amount of such Tax Advance. To the fullest extent permitted by law, each Partner hereby agrees to indemnify and hold harmless the Partnership and the other Partners from and against any liability (including, without limitation, any liability for taxes, penalties, additions to tax or interest) with respect to income attributable to or distributions or other payments to such Partner; provided, that no reimbursement shall be required for such penalties if they resulted from the negligence of the General Partner. In the event the Partnership is liquidated and a liability is asserted by a governmental authority against the General Partner or any member or officer of the General Partner for Tax Advances made or required to be made, the General Partner shall have the right to be reimbursed from the Limited Partner on whose behalf such Tax Advance was made or required to be made. The General Partner shall assist any Partner in obtaining any available refunds of amounts withheld pursuant to this Section.

ARTICLE XI

Miscellaneous

11.1. Waiver of Partition and Accounting. Except as may be otherwise required by law in connection with the winding-up, liquidation and dissolution of the Partnership, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for an accounting or for partition of any of the Partnership's property.

11.2. Power of Attorney. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner, with full power of substitution, the true and lawful attorney-in-fact and agent of such Limited Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all in accordance with the terms of this Agreement:

(a) all instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Delaware, any other jurisdiction in which the Partnership conducts or plans to conduct its affairs, or any political subdivision or agency thereof to effectuate, implement and continue the valid existence and affairs of the Partnership, including, without limitation, the power and authority to verify, swear to, acknowledge, deliver, record and file,

(b) all certificates and other instruments, including any amendments to this Agreement or to the Certificate, which the General Partner deems appropriate to form, qualify or continue the Partnership as a limited partnership (or a partnership in which the limited partners have limited liability) in the State of Delaware and all other jurisdictions in which the Partnership conducts or plans to conduct its affairs,

(c) any amendments to this Agreement or any other agreement or instrument which the General Partner deems appropriate to (i) effect the addition, substitution or removal of

any Limited Partner or General Partner pursuant to this Agreement or (ii) effect any other amendment or modification to this Agreement adopted in accordance with Section 11.3,

(d) all conveyances and other instruments which the General Partner deems appropriate to reflect the dissolution and termination of the Partnership pursuant to the terms hereof, including the writing required by the Act to cancel the Certificate,

(e) certificates of assumed name and such other certificates and instruments as may be necessary under the fictitious or assumed name statutes from time to time in effect in the State of Delaware and all other jurisdictions in which the Partnership conducts or plans to conduct its affairs,

(f) all agreements and instruments necessary or advisable to consummate any Portfolio Investment pursuant to Section 2.9, including the execution of the organizational documents with respect to an Alternative Vehicle (and amendments thereto consistent with Section 2.9),

(g) all instruments relating to transfers of Interests of Limited Partners or to the admission of any substitute Limited Partner (including executing transfer documents on behalf of a Defaulting Limited Partner pursuant to Section 8.3 hereof),

(h) any election pursuant to section 954(b)(4) of the Code to exclude income of a "controlled foreign corporation" from classification as "subpart F income," and

(i) all instruments and agreements relating to the establishment of the escrow account pursuant to the second proviso to Section 3.1(c)(i)(B); provided, that such instruments and agreements are substantially in the form previously provided to the ERISA Partners on behalf of which such power of attorney is exercised.

Such attorney-in-fact and agent shall not, however, have the right, power or authority to amend or modify this Agreement when acting in such capacities, except to the extent authorized herein. The General Partner shall not permit this power of attorney to be exercised by any of its personnel if such personnel are convicted of a felony, subject of a Cause Event or a voluntary bankruptcy proceeding and this power of attorney shall terminate upon the removal of the General Partner pursuant to Section 8.1(b) or 8.1(d). The power of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable, shall survive and not be affected by the dissolution, bankruptcy or legal disability of the Limited Partner and shall extend to its successors and assigns except that, where the transferee of the entire Interest of such Limited Partner has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the power of attorney of the assignor shall only survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such substitution; and may be exercisable by such attorney-in-fact and agent for all Limited Partners (or any of them) required to execute any such instrument by executing such instrument acting as attorney-in-fact. Any person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact and agent, is authorized, regular and binding, without further inquiry. If required, each Limited Partner shall execute and

deliver to the General Partner within five Business Days after the receipt of a request therefor, such further designations, powers of attorney or other instruments as the General Partner shall reasonably deem necessary for the purposes hereof.

11.3. Amendments. (a) Except as required by law, this Agreement (including the Annexes hereto) may be amended or supplemented by the written consent of the General Partner and a Majority in Interest of the Combined Limited Partners (or only the Limited Partners of this Partnership if no other Parallel Fund is being amended); provided, that no such amendment shall (i) increase any Limited Partner's Capital Commitment, reduce its share of the Partnership's distributions, income and gains, increase its share of the Partnership's losses, or increase its share of the Management Fee payable by such Limited Partner without the written consent of each Limited Partner so affected, (ii) change the percentage of interests of Limited Partners (the "Required Interest") necessary for any consent required hereunder to the taking of an action unless such amendment is approved by Limited Partners who then hold interests equal to or in excess of the Required Interest for the subject of such proposed amendment, (iii) make any amendment or supplement to Sections 4.9 or 8.7 hereof or any other provision of this Agreement which deals with ERISA without the consent of a Majority in Interest of the ERISA Partners or Regulated Plan Partners subject to Similar Law, (iv) make any material amendments to Section 4.8 hereof so as to adversely affect the rights and protections of the Tax Exempt Limited Partners, without the consent of a Majority in Interest of the Combined Tax Exempt Limited Partners, (v) modify the liability of a Limited Partner under Section 5.2 in a manner adverse to such Limited Partner without the consent of such Limited Partner or (vi) make any amendment to Section 5.1(c) or any provision of this Agreement specifically dealing with the rights of BHC Partners that are exclusive to such BHC Partners, without the consent of 66-2/3% in Interest of the Partnership's and any Parallel Fund's BHC Partners adversely affected thereby. Notwithstanding the foregoing, this Agreement may be amended by the General Partner without the consent of the Limited Partners to (v) change the name of the Partnership pursuant to Section 2.2 hereof, (w) update the books and records of the Partnership pursuant to this Agreement, (x) cure any ambiguity or correct or supplement any provision hereof which is incomplete or inconsistent with any other provision hereof or correct any printing, stenographic or clerical error or omissions; provided, that such amendment does not adversely affect the interests of any of the Limited Partners, (y) amend Sections 10.2 to 10.5 pursuant to Section 10.5 and (z) make changes negotiated with Limited Partners admitted at a Subsequent Closing so long as the changes do not materially adversely affect the rights and obligations of any existing Limited Partner and the amendment is not objected to by Limited Partners representing a Majority in Interest or more of the Commitments of the Combined Limited Partners within ten (10) Business Days of being given written notice hereof.

(b) The General Partner shall have the right to amend this Agreement without the approval of any other Partner to the extent the General Partner reasonably determines, based upon written advice of tax counsel to the Partnership, that the amendment is necessary to provide assurance that the Partnership will not be treated as a "publicly traded partnership," because it is entitled to "safe harbor" treatment under Section 7704 of the Code and the regulations promulgated thereunder; provided, that such amendment shall not change the relative economic interests of the Partners, reduce any Partner's share of distributions, or increase any Partner's Capital Commitment or its liability hereunder. The General Partner shall provide a copy of such

written advice and amendment to the Limited Partners at least twenty Business Days prior to the effective date of any such amendment and a Majority in Interest of the Combined Limited Partners may make a reasonable objection to such amendment prior to the effective date of such amendment. The notice described in the previous section shall conspicuously state the right of a Majority in Interest of the Combined Limited Partners to object to the amendment.

(c) Notwithstanding anything else in this Agreement to the contrary, the General Partner shall, without the consent of any Limited Partner (except as set forth below), have the right to amend, as determined by the General Partner in good faith, this Agreement, which may include reorganizing or reconstituting the Partnership, to address changes in regulatory or tax legislation, including changes in tax law related to distributions of Carried Interest materially adversely affecting the U.S. federal, state or local treatment of the distribution of Carried Interest to the General Partner or its direct or indirect owners, and which would not materially add to the obligations (including any tax liabilities) of any Limited Partner or otherwise alter any of the rights (including entitlements to distributions or any other economic rights) of such Limited Partner without the consent of such Limited Partner; provided, that amendments pursuant to this Section 11.3(c) shall be sent to the Combined Limited Partners at least twenty Business Days prior to their effectiveness, and if at least 25% in Interest of the Combined Limited Partners object in writing to any such amendment during such twenty Business Day period, then the General Partner shall be required to submit such amendment for a Combined Limited Partner consent as provided in paragraph 11.3(a) above.

11.4. Entire Agreement. This Agreement and the other agreements referred to herein (including any other agreements between the General Partner or the Partnership and a Limited Partner) constitute the entire agreement among the Partners and between the Partners and the Initial Limited Partner with respect to the subject matter hereof and supersede any prior agreement or understanding among or between them with respect to such subject matter. Notwithstanding any provision in this Agreement or any Subscription Agreement, the parties hereto acknowledge that the Partnership or the General Partner, without any further act, approval or vote of any Partner, may enter into side letters or other writings with individual Limited Partners which have the effect of establishing rights under, or altering or supplementing, the terms of, this Agreement and any Subscription Agreement. The parties hereto agree that any rights established, or any terms of this Agreement and of any Subscription Agreement altered or supplemented, in a side letter with a Limited Partner shall govern with respect to such Limited Partner notwithstanding any other provision of this Agreement or any of the Subscription Agreements.

11.5. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to the Act or existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or unenforceable provisions.

11.6. Notices. (a) All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered or mailed, registered mail, first-class postage paid, (ii) transmitted via electronic mail (subject to clause (b) below) or facsimile, if to any Limited Partner, at such Limited Partner's address or to such Limited Partner's facsimile number, set forth on in the Partner's Subscription Agreement, and if to the Partnership or the General Partner, to the General Partner at the General Partner's address, or to the General Partner's facsimile number or electronic mail address (Attention: Managing Member) or to such other person or address (including such other electronic mail address) as any Partner shall have last designated by notice to the Partnership, and in the case of a change in address by the General Partner, by notice to the Limited Partners or (iii) posted on a password protected website for which any Limited Partner has received confirmation of such posting and access instructions by electronic mail, when such confirmation is sent. Any notice shall be deemed to have been duly given if personally delivered or sent by the mails or by electronic mail confirmed by letter and will be deemed received, unless earlier received, (i) if sent by certified or registered mail, return receipt requested, when actually received, (ii) if sent by overnight mail or courier, when actually received, (iii) if sent by electronic mail or facsimile transmission, on the date sent provided confirmatory notice is sent by first-class mail, postage prepaid and (iv) if delivered by hand, on the date of receipt.

(b) The General Partner may provide notices to a Limited Partner by electronic mail only if such Limited Partner has expressly authorized the use of such means in its Subscription Agreement and only to the electronic mail address provided therein.

11.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. In particular, the Partnership is formed pursuant to the Act, and the rights and liabilities of the Partners shall be as provided therein, except as herein otherwise expressly provided. The Partners hereby submit to the nonexclusive jurisdiction of the state and federal courts of the State of Delaware in any action, suit or proceeding based on or arising under this Agreement. The Limited Partners hereby waive as a defense that any such action, suit or proceeding brought in such courts has been brought in an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in the State of Delaware for any such action, suit or proceeding is appropriate.

11.8. Successors and Assigns. Except with respect to the rights of Indemnitees hereunder, none of the provisions of this Agreement shall be for the benefit of or enforceable by the creditors of the Partnership, and this Agreement shall be binding upon and inure to the benefit of the Partners, the Initial Limited Partner and their legal representatives, heirs, successors and permitted assigns.

11.9. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

11.10. Headings. The section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.

11.11. Interpretation. (a) Wherever from the context it appears appropriate,

each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter. The words “include”, “includes”, and “including” shall be deemed to be followed by the phrase “without limitation.”

(b) Whenever in this Agreement a person is permitted or required to make a decision (i) in its “sole discretion,” “sole and absolute discretion” or “discretion” or under a grant of similar authority or latitude, the person shall be entitled to consider any interests and factors as it desires, or (ii) in its “good faith” or under another express standard, the person shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise. In no way does this Section 11.11(b) eliminate or modify the General Partner’s implied contractual covenant of good faith and fair dealing or any other duty of loyalty owed by a general partner to a limited partner under Delaware law.

11.12. Partnership Tax Treatment. The Partners intend for the Partnership to be treated as a partnership for United States Federal income tax purposes and no election to the contrary shall be made.

11.13. Confidentiality. (a) Each Limited Partner will maintain the confidentiality of information which is non-public information furnished by the General Partner regarding the General Partner and the Partnership (including information regarding any Person in which the Partnership holds, or contemplates acquiring, any Portfolio Investments) received by such Limited Partner pursuant to this Agreement in accordance with such procedures as it applies generally to information of this kind (including procedures relating to information sharing with affiliates), except (a) as otherwise required by governmental regulatory agencies (including tax authorities in connection with an audit or other similar examination of such Limited Partner), self-regulating bodies, law, legal process, or litigation in which such Limited Partner is a defendant, plaintiff or other named party (provided, that any disclosure that is (i) not to such a governmental regulatory agency or (ii) not on a confidential basis, shall require prior written notice thereof to the General Partner), (b) to directors, employees, representatives and advisors of such Limited Partner and its Affiliates who need to know the information and who are informed of the confidential nature of the information or (c) information communicated to such Limited Partner by a third party free of any confidentiality obligation known to such Limited Partner; provided, further, that the General Partner shall not unreasonably withhold its consent to the disclosure of any confidential information to a Limited Partner’s potential transferee (who agrees to take such information subject to a written confidentiality agreement). Without limitation of the foregoing, each Limited Partner acknowledges that notices and reports to Limited Partners hereunder may contain material non-public information concerning, among other things, Portfolio Companies and agrees not to use such information other than in connection with monitoring its investment in the Partnership and agrees in that regard not to trade in securities on the basis of any such information.

(b) Notwithstanding anything in this Agreement to the contrary, to comply with Treas. Reg. Section 1.6011-4(b)(3)(i), each Limited Partner (and any employee, representative, or other agent of such Limited Partner) may disclose to any and all persons, without limitation of any kind, the U.S. federal tax treatment and tax structure of the Partnership or any transactions

contemplated by the Partnership, it being understood and agreed, for this purpose (i) the name of, or any other identifying information regarding, (A) the Partnership or any existing or future investor (or any Affiliate thereof) in the Partnership, or (B) any investment or transaction entered into by the Partnership, (ii) any performance information relating to the Partnership or its investments, or (iii) any performance or other information relating to investments sponsored by the General Partner, the Advisor or their Affiliates, does not constitute such tax treatment or structure information.

(c) To the extent that the Freedom of Information Act, 5 U.S.C. § 552, ("FOIA"), any state public records access law, any state or other jurisdiction's laws similar in intent or effect to FOIA, or any other similar statutory or regulatory requirement would potentially cause a Limited Partner or any of its Affiliates to disclose information relating to the Partnership, its Affiliates and/or any Portfolio Company, such Limited Partner hereby agrees that, in addition to compliance with the notice requirements set forth in Section 11.13(a) above, such Limited Partner (x) shall take commercially reasonable steps to oppose and prevent the requested disclosure unless (i) such Limited Partner is advised by counsel (which in the case of a Limited Partner that is an institutional investor may be staff counsel regularly employed by such institutional investor) that there exists no reasonable basis on which to oppose such disclosure, (ii) the General Partner does not object in writing to such disclosure within ten (10) days (or such lesser time period as stipulated by the applicable law) of such notice or (iii) such disclosure solely relates to fund level, aggregate performance information (i.e., aggregate cash flows, overall "IRRs", the year of formation of the Partnership, and such Limited Partner's own Capital Commitment and Unpaid Capital Commitment) and does not include (A) any information relating to individual Portfolio Companies, (B) copies of this Agreement and related documents or (C) any other information not referred to in clause (iii) above, and (y) acknowledges and agrees that notwithstanding any other provision of this Agreement the General Partner may in order to prevent any such potential disclosure that the General Partner determines in good faith is likely to occur withhold all or any part of the information otherwise to be provided to such Limited Partner other than the fund level, aggregate performance information specified in clause (iii) above and the IRS Forms 1065, Schedule K-1s; provided, that the General Partner shall not withhold any such information if a Limited Partner confirms in writing to the General Partner that compliance with the procedure provided for in Section 11.13(e) below is legally sufficient to prevent such potential disclosure; provided, further, that in the event that any Limited Partner is informed in writing by the General Partner of an inaccuracy contained in any disclosure by the Limited Partner pursuant to this Section 11.13(c), such Limited Partner shall use best efforts to promptly correct such inaccurate disclosure.

(d) Notwithstanding the provisions of Section 11.13(a) above, the General Partner agrees that each Limited Partner that (i) itself is an investment partnership or other collective investment vehicle having reporting obligations to its limited partners or other investors and (ii) has prior to the closing of its subscription for Interests notified the General Partner in writing that it is electing the benefits of this Section 11.13(d) may, in order to satisfy each of their respective reporting obligations, provide on a confidential basis the following information to such Persons regarding the Partnership and any Portfolio Companies: (i) the cost of the Partnership's investment in a Portfolio Company and the percentage interest of the Portfolio Company acquired by the Partnership (but not the current value of such investment in the Portfolio

Company), (ii) a description of the business of the Portfolio Company and information regarding the industry and geographic location of the Portfolio Company, (iii) the book value of a Portfolio Company on the last day of the quarter (as reported by the Partnership to such Limited Partner in the Partnership's financial statements under Section 7.3 hereof), (iv) a brief description of the investment strategy of the Partnership, (v) the names of the Principals, (vi) the name and address of the Partnership, and (vi) any information regarding the Partnership the disclosure of which is permitted pursuant to clause (iii) of Section 11.13(c) above. Notwithstanding the foregoing, in no event may any such Limited Partner disclose any other confidential information regarding the Partnership, the General Partner, the Investment Advisor or any of their Affiliates or any information regarding the Partnership's pending acquisition or pending disposition of a Portfolio Company or proposed Portfolio Company without the prior written consent of the General Partner.

(e) In lieu of withholding any information from a Limited Partner pursuant to Section 11.3(c), the General Partner may provide such Limited Partner access to such information only on the Partnership's website in password protected, non-downloadable, non-printable format.

11.14. Counsel to the Partnership. Counsel to the Partnership may also be counsel to the General Partner and the Advisor. The General Partner may execute on behalf of the Partnership and the Partners any consent to the representation of the Partnership that counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction ("Rules"). The Partnership has initially selected Simpson Thacher & Bartlett LLP (the "Partnership Counsel") as legal counsel to the Partnership. Each Limited Partner acknowledges that the Partnership Counsel does not represent any Limited Partner with respect to the Partnership in the absence of a clear and explicit agreement to such effect between the Limited Partner and the Partnership Counsel (and that only to the extent specifically set forth in that agreement), and that in the absence of any such agreement the Partnership Counsel shall owe no duties to a Limited Partner with respect to the Partnership. In the event any dispute or controversy arises between any Limited Partner and the Partnership, or between any Limited Partner or the Partnership, on the one hand, and the General Partner (or an Affiliate thereof) that the Partnership Counsel represents, on the other hand, then each Limited Partner agrees that the Partnership Counsel may represent either the Partnership or the General Partner (or its Affiliate), or both, in any such dispute or controversy to the extent permitted by the Rules, and each Limited Partner hereby consents to such representation. Each Limited Partner further acknowledges that, whether or not the Partnership Counsel has in the past represented such Limited Partner with respect to other matters, the Partnership Counsel has not represented the interests of any Limited Partner in the preparation and negotiation of this Agreement. Notwithstanding the foregoing, the portion of the foregoing relating to matters after the admission date of a Limited Partner shall not apply to such Limited Partner to the extent that the foregoing is inconsistent with an established policy of such Limited Partner, and such Limited Partner notifies the General Partner of such policy in writing prior to such Limited Partner's admission to the Partnership.

11.15. Compliance with Anti-Money Laundering Requirements. Notwithstanding any other provision of this Agreement to the contrary, the General Partner, in its own name and on behalf of the Partnership, shall be authorized without the consent of any

Person, including any other Partner, to take such action as it determines in its sole discretion to be necessary or advisable to comply with any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, including the actions contemplated by the Subscription Agreement.

* * *

IN WITNESS WHEREOF, the parties hereto have caused this Limited Partnership Agreement to be executed as of the date first above written.

GENERAL PARTNER:

PALLADIUM EQUITY PARTNERS IV, L.L.C.

By: 

Name: Marcos A. Rodriguez
Title: Managing Member

LIMITED PARTNERS:

All Limited Partners now and hereafter admitted pursuant to powers of attorney now and hereafter granted to the General Partner

By: Palladium Equity Partners IV, L.L.C., as attorney-in-fact for the Limited Partners now and hereafter admitted

By: 

Name: Marcos A. Rodriguez
Title: Managing Member

INVESTMENT GUIDELINES

The Partnership is being established primarily to invest in lower middle market companies that can benefit from the application of best-in-class processes and management techniques, with a focus on the fast-growing U.S. Hispanic population. The Partnership's strategy will generally be to make equity and equity-related investments in connection with the acquisition of a controlling interest in companies (although it may also take significant minority stakes). Investments will be effected using a wide range of transaction structures, including buyout investments, management buyouts, growth equity, spinouts, strategic investments, restructurings and recapitalizations.

The Partnership will be subject to the following investment limitations:

(a) *Diversification.* The total investment by the Partnership in Portfolio Investments (including the principal amount of any guarantee issued by the Partnership in accordance with Section 4.2 with respect thereto) issued by any one Portfolio Company and its Affiliates may not exceed 25% of the aggregate Capital Commitments without the prior consent of the LP Advisory Committee;

(b) *Geographic Limitation.* The total investment by the Partnership in Portfolio Companies having a majority of their assets and revenues derived from sources outside of the United States, shall not exceed 20% of the aggregate Capital Commitments at any time without the prior consent of the LP Advisory Committee;

(c) *Open Market Purchases.* The Partnership will not make open market purchases of publicly traded securities, unless (i) such open market purchases are made in connection with or with a view to a contemplated privately negotiated transaction involving material governance rights, (ii) the Partnership already then holds equity or equity-related securities of the same issuer or its Affiliates and such securities were acquired in privately negotiated transactions involving material governance rights, or (iii) such purchases (other than those included in clauses (i) and (ii)) represent less than 5% of the aggregate Capital Commitments at any time;

(d) *Hostile Transactions.* The Partnership will not pursue the acquisition of a business if such acquisition is opposed by a majority of the members of such business's board of directors; provided, that the foregoing shall in no way prevent the acquisition of a business in connection with a bankruptcy or similar restructuring (without regard to whether the equity owners or their representatives oppose such acquisition);

(e) *Blind Pool Funds.* The Partnership will not invest in any "blind pool" investment funds or in any other collective investment funds that provide for carried interest or management fees to be paid; provided, that the foregoing restriction shall not apply to investments in any money market mutual fund constituting a Temporary Investment; and provided, further, that in no way does this restrict the payment of incentive or other compensation to Portfolio Company management;

(f) *Venture Capital*. The Partnership will not make seed or early stage venture capital investments involving an untested new product or technology, although the Partnership may invest in start-up businesses not involving an untested new product or new technologies;

(g) *Real Estate*. The Partnership will not invest directly in real estate assets although the Partnership may invest in companies with substantial real estate holdings;

(h) *Oil and Gas and Other Natural Resources*. The Partnership will not invest directly in oil and gas properties or other natural resources, although the Partnership may invest in companies with substantial oil and gas and other natural resource holdings;

(i) *Small Capital Companies*. The total investment by the Partnership in Portfolio Companies having less than \$10 million in revenues as of the last full Fiscal Year preceding the date of investment shall not exceed 15% of the aggregate Capital Commitments at any time without the prior consent of the LP Advisory Committee; provided, that any Portfolio Company that has revenues greater than or equal to \$10 million in any subsequent Fiscal Year shall no longer be included in this limitation.

(j) *Debt and Mezzanine*. The total investment by the Partnership in indebtedness (including mezzanine debt) shall not exceed 40% of the aggregate Capital Commitments at any time without the prior consent of the LP Advisory Committee.

The Partnership may invest in debt securities; provided, that any such investment (i) is made in connection with an investment in equity or equity-related securities or (ii) has an expected return comparable to those of equity or equity-related securities. Any investment in debt securities referred to in (i) above shall be considered part of the Portfolio Investment in equity or equity-related securities for purposes of determining the percentage limits set forth above.

In connection with a Portfolio Investment, the Partnership may, in the General Partners' discretion, engage in hedging transactions designed to reduce the Partnership's exposure to currency fluctuations and/or declines in the public market price of such Portfolio Investment or other related risks; provided, that the Partnership shall not be permitted to acquire derivative instruments for speculative purposes.

The General Partner shall review and discuss the above investment guidelines, and any proposed changes thereto, with the LP Advisory Committee at least once annually.

The above investment guidelines shall be subject to the good faith interpretation of the General Partner.

FORM OF
ADVISORY AGREEMENT

AMENDED AND RESTATED ADVISORY AGREEMENT, dated as of February 8, 2013, by and between Palladium Equity Partners IV, L.P., a Delaware limited partnership (the "Partnership"), and Palladium Capital Management IV, L.L.C., a Delaware limited liability company (the "Advisor").

W I T N E S S E T H :

WHEREAS, the Partnership desires that the Advisor (i) originate, recommend, structure and identify sources of capital for investment opportunities to the Partnership, (ii) monitor, evaluate and make recommendations regarding the timing and manner of disposition of Portfolio Investments and (iii) provide such other services related thereto for the Partnership as the Partnership may reasonably request, and the Advisor desires to render such services to the Partnership in consideration of an advisory fee and other compensation as hereinafter specified; and

WHEREAS, pursuant to the Amended and Restated Limited Partnership Agreement of the Partnership, dated as of June 30, 2012 (the "Original Partnership Agreement"), the Partnership and the Advisor entered into an Advisory Agreement dated as of June 30, 2012 (the "Original Advisory Agreement").

WHEREAS, the engagement of the Advisor by the Partnership is authorized by the Second Amended and Restated Limited Partnership Agreement of the Partnership, dated as of February 8, 2013, which amended and restated the Original Partnership Agreement in its entirety (as amended and/or restated from time to time, the "Partnership Agreement").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree to amend and restate the Original Advisory Agreement in the manner and as more fully set forth herein in accordance with Section 8(a) of the Original Advisory Agreement, as follows:

1. Defined Terms. The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Section 1 or, if not so specified, shall have the meanings specified in the Partnership Agreement.

"Capital Under Management" shall have the meaning specified in Section 3(a) hereof.

"Management Fee" shall mean the management fee payable to the Advisor pursuant to Section 3(a) hereof.

“Reduction Amount” shall have the meaning specified in Section 4(a) hereof.

2. Provision of Services by the Advisor. (a) The Advisor shall (i) originate, recommend, structure and identify sources of capital for investment opportunities to the Partnership, (ii) monitor, evaluate and make investment recommendations regarding the timing and manner of disposition of Portfolio Investments and (iii) provide such other services related thereto as the Partnership may reasonably request.

(b) Services to be rendered by the Advisor in connection with the Partnership’s investment program shall include:

- (i) analysis and investigation of potential Portfolio Companies;
- (ii) analysis and investigation of potential Dispositions of Portfolio Investments;
- (iii) structuring of acquisitions and Dispositions of Portfolio Investments;
- (iv) identification and arranging of sources of financing;
- (v) supervision of the preparation and review of all documents required in connection with the acquisition, Disposition or financing of each Portfolio Investment; and
- (vi) monitoring of the performance of Portfolio Companies and, where appropriate, providing advice to the management of the Portfolio Companies during the life of a Portfolio Investment.

(c) In addition to the services of its own staff, the Advisor shall arrange for and coordinate the services of other professionals and consultants. Notwithstanding the services provided by the Advisor, the Advisor shall not be authorized to manage the affairs of, act in the name of, or bind the Partnership. The management, policies and operations of the Partnership shall be the responsibility of the General Partner acting pursuant to and in accordance with the Partnership Agreement, and all decisions relating to Partnership matters, including, without limitation, the acquisition, management and Disposition of Portfolio Investments, shall be made by the General Partner acting pursuant to and in accordance with the Partnership Agreement.

(d) The Advisor shall comply with any provision of the Partnership Agreement applicable to it.

3. Management Fee. (a) The Partnership shall cause each Limited Partner to make (i) Capital Contributions to the Partnership (for payment to the Advisor) or (ii) Direct Payments to the Advisor, quarterly in advance in the manner and on the dates set forth in Section 3.1(a) and 3.1(b) of the Partnership Agreement of such Limited Partner’s Pro Rata Share of a fee (the “Management Fee”) equal to the following amount: (x) prior to the earlier of the end of the Commitment Period or the first date management fees begin to accrue with respect to a Competing Fund, the excess, if any, of (A) 2.0% per annum of the Capital Commitments of the Limited Partners (other than the General Partner and its Affiliates) over (B) the aggregate

Deemed Contributions made during the preceding quarterly period by such Limited Partner, and (y) after the earlier of the end of the Commitment Period or the first date management fees begin to accrue with respect to a Competing Fund to the Partnership, the excess, if any, of (A) 2.0% of the aggregate amount of Capital Contributions (other than Capital Contributions in respect of the Partnership's indemnification obligations under Section 4.4 or 5.4(f) of the Partnership Agreement) made by such Limited Partner with respect to Portfolio Investments that have not been subject to Disposition as of the first day of such relevant quarterly period over (B) the aggregate Deemed Contributions made during the preceding quarterly period by such Limited Partner (the Capital Commitments referred to in clause (x) above and the Capital Contributions referred to in clause (y) above, respectively, "Capital Under Management"); provided, however, that: (1) as long as the Partnership, as of the Closing or any Subsequent Closing, has accepted aggregate Capital Commitments less than or equal to \$600 million from Limited Partners that are not Affiliates of the General Partner, the applicable Management Fee rate during the periods described in this sentence, with respect to any Limited Partner (other than a Defaulting Limited Partner that has not cured such default) that has an aggregate Capital Commitment to the Partnership of at least \$100 million shall be 1.8% (effective as of the admission date of such Limited Partner); and (2) in the event that the Partnership, as of the Closing or any Subsequent Closing, accepts aggregate Capital Commitments of greater than \$600 million from Limited Partners that are not Affiliates of the General Partner, the applicable Management Fee rate during the periods described in this sentence, with respect to any Limited Partner (other than a Defaulting Limited Partner that has not cured such default) that has an aggregate Capital Commitment to the Partnership of at least \$100 million shall be 1.6% (effective as of the admission date of such Limited Partner), and; provided, further, that, to the extent that any such Limited Partner has made one or more Capital Contributions to the Partnership for payment of the Management Fee prior to any such adjustment of the Management Fee rate, the relevant excess amount shall reduce the subsequent Capital Contribution related to the Management Fee with respect to such Limited Partner. Notwithstanding the foregoing, upon the two year anniversary of the end of the Commitment Period, the Management Fee shall equal 1.5% of the Capital Contributions made by each Limited Partner (other than Affiliates of the General Partner) with respect to Portfolio Investments that have not been subject to Disposition as of the first day of the relevant quarterly period. Notwithstanding the prior sentence, with respect to any Limited Partner (other than a Defaulting Limited Partner that has not cured such default) that has an aggregate Capital Commitment to the Partnership of at least \$100 million, upon the end of the Commitment Period (a) in the event that the Capital Under Management at any time is greater than \$600 million, the applicable Management Fee rate shall equal 1.25%; (b) in the event that the Capital Under Management at any time is equal to or less than \$600 million but greater than \$500 million, the applicable Management Fee shall equal 1.25% of such Limited Partner's pro rata share of \$600 million; and (c) in the event that the Capital Under Management at any time is less than or equal to \$500 million, the applicable Management Fee rate shall equal 1.5%; provided, that in the event that the successor fund of the Partnership as of its initial closing or any subsequent closing, accepts aggregate capital commitments greater than \$600 million from limited partners that are not affiliates of the general partner of such successor fund, the applicable Management Fee rate shall equal 1.25%; and provided, further, that for the purposes of this paragraph, Capital Under Management shall be determined as of the first day of such relevant quarterly period.

(b) The Management Fee for any Management Fee period of the Partnership shall be pro-rated for the number of days elapsed in such period, over a 365-day year and in the case of the last Management Fee period of the Partnership the Advisor shall refund the amount of the Management Fee allocable to that portion of such period which is subsequent to such date. For the avoidance of doubt, the Management Fee shall accrue and become payable commencing on the Closing Date.

(c) If an additional Limited Partner is admitted to the Partnership or, except as otherwise agreed with a Limited Partner, an existing Limited Partner increases its Capital Commitment subsequent to the date hereof pursuant to Section 3.3 of the Partnership Agreement at a Subsequent Closing, the Partnership shall cause such Limited Partner to pay (as provided in the Partnership Agreement) to the Partnership or the Advisor on the date of such Subsequent Closing a Management Fee based upon such Limited Partner's Capital Commitment or increased Capital Commitment, as applicable, with respect to the period from the Closing Date until the end of the Management Fee period in which such Subsequent Closing occurs, pro-rata for the number of days in such period, plus an additional amount equal to 8% per annum thereon from the date the Limited Partner would have made such payment if such Limited Partner had been admitted on the initial closing.

(d) The Partnership and the Limited Partners recognize that the Advisor and its Affiliates may receive Other Fees, all as contemplated by Section 4 hereof, and agree that the Management Fee payable hereunder shall not be affected thereby, except as contemplated by Section 4 hereof.

(e) Portfolio Investments made through Alternative Vehicles shall be treated as though such Portfolio Investments had been made by the Partnership for purposes of calculating the Management Fee.

(f) For the avoidance of doubt, the Management Fee for any Management Fee period of the Partnership shall be reduced by any Deemed Contributions made prior to the preceding quarterly period by a Limited Partner, to the extent not previously applied to reduce the Management Fee. If upon termination of the Partnership any Deemed Contributions made by Limited Partners have not been applied to reduce the Management Fee, such unapplied amount shall be paid to the Limited Partners and to maximum extent possible be deemed to be a refund of previously paid Management Fees to each Limited Partner for all purposes hereof; provided, that a Limited Partner may irrevocably decline such payment at any time by written notice to the Partnership.

(g) The Management Fee shall be reduced by 10% upon the suspension of the Commitment Period pursuant to Section 3.2(e)(ii) of the Partnership Agreement; provided, that upon the reinstatement of the Commitment Period pursuant to Section 3.2(e)(ii) of the Partnership Agreement the amount of any such reduction of the Management Fee shall become promptly payable to the Advisor.

4. Other Fees; Management Fee Offset. (a) Any Other Fees shall be paid directly to and retained by the Advisor or its Affiliates. The aggregate Management Fee paid by

the Limited Partners in any Fiscal Year shall be reduced by 100% of all Other Fees (together, the "Reduction Amount").

(b) The Reduction Amount for any installment of the Management Fee shall be based upon the aggregate of Other Fees received by the Advisor and its Affiliates in each year prior to the date of such installment. The Reduction Amount shall be applied to reduce the Management Fee payable on such date (but not to an amount below zero) and to the extent not so applied shall be carried forward for application against future installments of the Management Fee until such Reduction Amount is fully utilized in reducing the Management Fee. If upon termination of the Partnership an unapplied balance of the Reduction Amount remains, such unapplied balance shall be paid to the Limited Partner and to maximum extent possible be deemed to be a refund of previously paid Management Fees to each Limited Partner for all purposes hereof; provided, that a Limited Partner may irrevocably decline such payment at any time by written notice to the Partnership.

(c) Prior to reduction of the Management Fee pursuant to Sections 4(a) and (b) hereof, the Management Fee to which the Advisor is entitled shall be reduced by 100% of the amount of any placement agent expenses, fees or commissions paid by the Partnership or the Limited Partners as provided in the definition of Organizational Expense.

(d) The Reduction Amount shall be allocated among the Partnership and any Parallel Funds, Competing Funds or other funds affiliated with the General Partner, based upon the ratio of the aggregate Capital Contributions with respect to the related Portfolio Investment to capital contributions made by any such funds with respect to the related Portfolio Investment (or Capital Commitments, Parallel Fund commitments and commitments from any relevant funds in the case of net break-up and topping fees); provided, that the Reduction Amount allocated to the Partnership shall be further allocated among the Limited Partners subject to a Management Fee pro rata based upon Capital Contributions to the related Portfolio Investment (or Capital Commitments in the case of net break up and topping fees).

(e) Any Other Fees received in a form other than cash shall be valued in good faith by the Advisor as of the date of receipt thereof (for purposes of calculating the Reduction Amount), and such valuation shall be presented to the LP Advisory Committee in the manner set forth in Section 4.7(c) of the Partnership Agreement.

(f) If the General Partner shall default in the timely payment of any amounts required to be repaid with respect to a Limited Partner pursuant to Section 3.5(f) of the Partnership Agreement then the Management Fee that would otherwise be paid to the Advisor shall be reduced to such extent and such amounts that would have otherwise gone to the Advisor shall be used to repay any such obligation of the General Partner to such Limited Partner.

5. Expenses, Exculpation and Indemnification. (a) The Advisor shall bear and be responsible for the payment of all costs and expenses associated with the performance of its services hereunder, except Partnership Expenses.

(b) The Advisor shall not receive any salary, fees or compensation from the Partnership, except as provided in Sections 3 and 4 hereof.

(c) The parties hereto acknowledge that the Advisor, its Affiliates and their respective officers, directors, partners, employees, agents, stockholders and members are beneficiaries of and are subject to the terms and conditions of the exculpation and indemnification provisions of Sections 4.3 and 4.4 of the Partnership Agreement.

6. Term. The term of this Agreement shall be the same as the term of the Partnership Agreement as set forth in Section 9.1 thereof; provided, that this Agreement shall terminate (i) upon the dissolution and winding up of the Partnership pursuant to Section 9.1 of the Partnership Agreement, (ii) if at any time the General Partner ceases to be the general partner of the Partnership or (iii) upon the decision of the Partnership in the sole discretion of the General Partner upon 60 days notice to so terminate.

7. Representations and Warranties of the Investment Advisor. The Advisor represents, warrants and covenants to the Partnership that:

(a) The Advisor is a duly formed and validly existing limited liability company in good standing under the laws of the State of Delaware with full limited liability company power and authority to conduct its business as contemplated in this Agreement.

(b) This Agreement has been duly authorized, executed and delivered by the Advisor and, upon due authorization, execution and delivery by the Partnership, will constitute the valid and legally binding agreement of the Advisor enforceable in accordance with its terms against the Advisor.

(c) The execution and delivery of this Agreement by the Advisor and the performance of its duties and obligations hereunder do not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, the certificate of formation of the Advisor or any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Advisor is a party or by which it is bound or to which its properties are subject, or require any authorization or approval under or pursuant to any of the foregoing, or violate any statute, regulation, law, order, writ, injunction, judgment or decree to which the Advisor is subject, which breach, default, failure to obtain authorization or violation would materially adversely affect the business or financial condition of the Advisor or impair the Advisor's ability to carry out its obligations under this Agreement.

(d) The Advisor is not in default (nor has any event occurred which with notice, lapse of time, or both, would constitute a default) in the performance of any obligation, agreement or condition contained in this Agreement, any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which it is a party or by which it is bound or to which the properties of it are subject, nor is it in violation of any statute, regulation, law, order, writ, injunction, judgment or decree to which it is subject, which default or violation would materially adversely affect the business or financial condition of the Advisor or impair the Advisor's ability to carry out its obligations under this Agreement.

(e) There is no litigation, investigation or other proceeding pending or, to the knowledge of the Advisor, threatened against the Advisor or any of its Affiliates which, if adversely determined, would materially adversely affect the business or financial condition of the Advisor.

(f) No consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of the Advisor is required for the execution and delivery of this Agreement by the Advisor and the performance of its obligations and duties hereunder.

8. Miscellaneous. (a) This Agreement may be amended, supplemented or waived at any time and from time to time by an instrument in writing signed by each party hereto, or their respective successors or assigns, or otherwise as provided herein; provided, that no amendment, supplement or waiver which is adverse to the interests of the Limited Partners shall be effective without the written consent of all the Limited Partners so adversely affected.

(b) Notices which may or are required to be given hereunder by any party to another shall be in writing and deposited in the United States mail, delivered through a nationally recognized overnight delivery service, hand delivered, sent by confirmed facsimile transmission or sent by email, in accordance with the instructions therefor appearing in the Partnership Agreement.

(c) This Agreement shall bind any successors or assigns of the parties hereto as herein provided. This Agreement may be enforced against the Advisor by the Limited Partners or by the Partnership.

(d) This Agreement may be executed through the use of separate signature pages and in any number of counterparts, and each of such counterparts shall, for all purposes, constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart.

(e) This Agreement is intended to create, and creates, a contractual relationship for services to be rendered by the Advisor acting in the ordinary course of its business as an independent contractor and is not intended to create, and does not create, a partnership, joint venture or any like relationship among the parties hereto (or any other parties). The provisions of this Agreement shall be construed in accordance with and governed by the laws of the State of New York.

(f) Without the prior consent of a Majority in Interest of the Combined Limited Partners or the LP Advisory Committee, the Advisor shall not assign, sell or otherwise dispose of all or any part of its right, title and interest in and to this Agreement to any Persons, other than an Affiliate with at least majority common ownership with the Advisor at that time; provided, that nothing in this Agreement shall preclude (i) changes in the composition of the members constituting the limited liability company which is the Advisor or (ii) a collateral assignment by the Advisor to a lender of the right to receive payments hereunder; and provided, further, that such limited liability company may be reconstituted or reorganized from the limited liability

company form to the limited or general partnership form or to the corporate form or other form of business entity or vice versa without the consent of the Combined Limited Partners.

IN WITNESS WHEREOF, the parties hereto have caused this Advisory Agreement to be executed by their representatives thereunto duly authorized effective as of the day and year first above written.

PALLADIUM EQUITY PARTNERS IV, L.P.

By: PALLADIUM EQUITY PARTNERS IV, L.L.C., its
General Partner

By: _____
Name:
Title:

PALLADIUM CAPITAL MANAGEMENT IV, L.L.C.

By: _____
Name:
Title:

GUARANTEE

THIS GUARANTEE (the "Guarantee") dated as of June 30, 2012 is executed by each of the undersigned (each a "Guarantor" and collectively, the "Guarantors"), for the benefit of Palladium Equity Partners IV, L.P., a Delaware limited partnership (the "Partnership"), and its limited partners (the "Limited Partners") to guarantee certain hereinafter defined obligations of Palladium Equity Partners IV, L.L.C. (the "General Partner") as general partner under the Amended and Restated Limited Partnership Agreement dated as of the date hereof (the "Partnership Agreement") of the Partnership. Additional "Guarantors" shall be added by the execution of a counterpart to this Guarantee upon such Guarantor's admission as a member of the General Partner. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Partnership Agreement.

Preliminary Statement

As of the date hereof, the individuals listed on the signature pages hereto consist of each Guarantor. As an inducement to the Limited Partners to join the Partnership and make Capital Commitments, the Guarantors have agreed to enter into this Guarantee. The Guarantors acknowledge that they will benefit from the Limited Partners' participation in the Partnership. The Guarantors are incurring obligations hereunder concurrently with the incurrence by the General Partner of its obligations under the Partnership Agreement.

In consideration of the above and as an inducement to the Limited Partners to join the Partnership and make Capital Commitments, the Guarantors agree as follows:

1. *Guarantees; Related Definitions.* (a) Each of the Guarantors unconditionally and irrevocably, on a several but not joint basis (subject to the provisos below), guarantees to the Partnership and each of the Limited Partners the payment and performance promptly on demand (which demand shall be for the sole purpose of providing notice to the Guarantor and shall not require any Limited Partner to exhaust any remedy before proceeding against such Guarantor), when due of the General Partner's obligations to the Partnership to pay the amount as set forth in Sections 3.5(f) and 9.4 of the Partnership Agreement (the "Clawback Obligation") solely to the extent of the amount of such Guarantor's Pro Rata Share (as hereinafter defined) of the Clawback Obligation, if for any reason the General Partner shall fail fully and promptly to pay or perform its obligations under Sections 3.5 and 9.4 of the Partnership Agreement. Each such Guarantor's obligation to pay and perform such Guarantor's Pro Rata Share of the After-Tax Clawback Obligation hereunder shall be net of any prior fundings to the General Partner from or on behalf of such Guarantor to pay such amount. The aggregate amount of the Guarantors' Pro Rata Share of the Clawback Obligation shall equal the Clawback Obligation.

(b) A Guarantor's "Pro Rata Share" of the Clawback Obligation shall equal the product of (I) the Carried Interest Giveback Percentage (as defined below) of such Guarantor and (II) the amount of such Clawback Obligation.

(c) The "Carried Interest Giveback Percentage" of a Guarantor shall mean the percentage determined by dividing (a) the dollar amount of the aggregate direct or indirect distributions of Carried Interest received through the General Partner by such Guarantor by (b) the dollar amount of the aggregate distributions of Carried Interest received through the General Partner by all Guarantors; provided, that if a Guarantor assumes responsibility for another Person's Pro Rata Share of the Clawback Obligation (a "Non-Guarantor Member"), then the Guarantor assuming such responsibility shall be deemed solely for purposes of this Guarantee to have received the aggregate distributions of Carried Interest through the General Partner of such Non-Guarantor Member for purposes of calculating each Guarantor's Carried Interest Giveback Percentage.

(d) In the event that a Guarantor (or Non-Guarantor Member) transfers all or any part of its interest in the General Partner to another individual or entity, such transferor Guarantor (or Guarantor assuming responsibility for such Non-Guarantor Member's portion of the Clawback Obligation) shall remain liable for the performance by the transferee of its obligations hereunder.

(e) (i) This Guarantee is an absolute, unconditional, continuing guarantee of payment and performance and not of collectability, and is in no way conditioned or contingent upon any attempt to collect from the General Partner, enforce performance by the General Partner or on any other condition or contingency. The obligations and agreements of the Guarantors under this Section 1 shall be performed and observed without requiring any notice of acceptance hereof, notice of any obligations, notice of protest, notice of non-payment, non-performance or non-observance by the General Partner or any proof thereof or demand therefor, all of which the Guarantors expressly waive to the fullest extent they are legally permitted to do so.

(ii) Except for the defense of payment, to the maximum extent permitted by applicable law, each Guarantor hereby waives and agrees not to assert or take advantage of any rights or defenses based on any rights or defenses of the General Partner to the Clawback Obligation including, without limitation, any failure of consideration, any statute of limitations, any insolvency or bankruptcy of the General Partner or any other defense, offset or counterclaim to any liability hereunder. No invalidity, irregularity or unenforceability of all or any part of the Clawback Obligation shall affect, impair or be a defense to this Guarantee, nor, except as set forth above, shall any other circumstance which might otherwise constitute a defense available to, or legal or equitable discharge of, the General Partner in respect of any of the Clawback Obligation affect, impair or be a defense to this Guarantee.

(iii) To the maximum extent permitted by applicable law, one or more successive or concurrent actions may be brought hereon against each Guarantor, either in the same action in which any obligor is sued or in separate actions. If any claim or action, or action on any judgment, based on this Guarantee is brought against a Guarantor, such Guarantor agrees, except as set forth above, not to deduct, set off or seek to counterclaim for or recoup any amounts which are or may be owed to such Guarantor by the Partnership, the General Partner or any other Guarantor.

(iv) To the maximum extent permitted by applicable law, the obligations of each Guarantor under this Guarantee shall not be affected by (i) any merger, consolidation or reorganization of the Partnership or the General Partner or any Affiliate of any such entity, (ii) any change in the direct or indirect ownership of such Guarantor or any other Person in the General Partner or any of its Affiliates, (iii) the effect of any non-U.S. or domestic laws, rules, regulations or actions of a court or governmental body other than actions taken specifically in respect of the Clawback Obligation or this Guarantee, (iv) any amendment or waiver of or any consent to departure from the Partnership Agreement including, without limitation, any increase in the Clawback Obligation, except for changes, amendments, waivers or consents effected in accordance with the Partnership Agreement, (v) any failure by the Partnership, the General Partner or any Affiliate of any such entity to mitigate its damages with respect to the Clawback Obligation, or (vi) except as set forth above, any other condition, event or circumstance which might otherwise constitute a legal or equitable discharge, release or defense of a surety or guarantor, or which might otherwise limit recourse against such Guarantor, it being understood that this Guarantee shall not be discharged with respect to a Guarantor except by the full payment and performance of such Guarantor's Pro Rata Share of the Clawback Obligation.

(v) The Partnership and each Limited Partner is a beneficiary of this Guarantee with the right to enforce it to the extent provided herein. The failure (by waiver, delay, consent or otherwise) of any Limited Partner to assert any claim or demand or to enforce any remedy under this Guarantee will not in any manner vary or reduce the obligations of a Guarantor hereunder, except as provided in the following sentence. The Partnership Agreement may be amended, modified or supplemented in accordance with its terms without notice to, consent of or agreement by the Guarantors.

2. *Representations and Warranties.* Each Guarantor represents and warrants to the Partnership and to each Limited Partner that this Guarantee has been duly executed and delivered by such Guarantor and constitutes the legal, valid and binding obligation of such Guarantor enforceable against such Guarantor in accordance with its terms (subject to the effects of applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing). Each Guarantor also represents and warrants that it is a natural person that directly or indirectly holds an interest in the General Partner.

3. *Collection Expenses.* If the Partnership or any Limited Partner is required to pursue any remedy against a Guarantor hereunder, such Guarantor shall pay to the Partnership or such Limited Partner, upon demand, all reasonable attorney's fees and expenses and all other costs and expenses incurred by such party in enforcing this Guarantee against such Guarantor, subject to presentation of such evidence of incurrence of such expenses as such Guarantor may reasonably request.

4. *Successions or Assigns.* This Guarantee shall inure to the benefit of the successors or assigns of the Partnership and the Limited Partners who shall have, to the extent of their interest, the rights of the Partnership and the Limited Partners hereunder. This Guarantee is binding upon the Guarantors and their successors, including his or her heirs, executors, administrators and personal representatives and permitted assigns. No Guarantor shall assign

any of its obligations hereunder to any other Person without the prior written consent of 66-2/3% in Interest of the Combined Limited Partners (excluding Limited Partners that are Affiliates of the General Partner), and any purported assignment in violation of this provision shall be void.

5. *Notices.* All notices and other communications provided for herein shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the party to whom it is directed:

(a) If to any Guarantor:

c/o Palladium Equity Partners IV, L.L.C.
1270 Avenue of the Americas
Suite 2200
New York, New York 10020

or at such other address as a Guarantor shall have specified by notice in writing to the Partnership and the Limited Partners.

(b) If to the Partnership:

Palladium Equity Partners IV, L.P.
1270 Avenue of the Americas
Suite 2200
New York, New York 10020

(c) If to a Limited Partner, to such address as shall be set forth as the address of such Limited Partner in the books and records of the Partnership.

6. *Miscellaneous.* (a) This Guarantee shall not be amended, modified, released or discharged with respect to any Guarantor except with the prior written consent of 66-2/3% in Interest of the Combined Limited Partners (excluding Limited Partners that are Affiliates of the General Partner) and such Guarantor.

(b) This Guarantee and the rights and obligations of each of the Guarantors, the Partnership and the Limited Partners shall be governed by and construed in accordance with the laws of the State of New York.

(c) This Guarantee may be enforced by the Partnership or any Limited Partner as a third-party beneficiary of this Guarantee and the obligations of each of the Guarantors hereunder.

IN WITNESS WHEREOF, each of the Guarantors have caused this Guarantee to be duly executed and delivered as of the day and year first written above.

2014.16

**Subscription Documents For
PALLADIUM EQUITY PARTNERS IV, L.P.
(U.S. INVESTORS)**

DIRECTIONS FOR THE COMPLETION OF THE SUBSCRIPTION DOCUMENTS

Prospective investors must read the Private Placement Memorandum of Palladium Equity Partners IV, L.P. (the "Fund") and a form of the Fund's Amended and Restated Limited Partnership Agreement (as amended from time to time, the "Partnership Agreement"). Prospective investors must complete all of the subscription documents (the "Subscription Documents") contained in this package in the manner described below. For purposes of these Subscription Documents, the "Investor" is the person or entity for whose account the Interests are being purchased. Another person or entity with investment authority may execute the Subscription Documents on behalf of the Investor, but should indicate the capacity in which it is doing so and the name of the Investor. Capitalized terms not defined and used herein are as defined in the Partnership Agreement. **Note that if the General Partner believes that the Investor's Capital Commitment to the Fund may exceed 20% of the overall capital commitments to the Fund, the Investor will be required to complete an additional questionnaire to determine whether it is subject to any disqualifying events under Rule 506 of the Securities Act.**

1. *Subscription Agreement:*

- (a) Fill in amount of the Capital Commitment on page 10.
- (b) Date, print the name of the Investor and sign (and print name, capacity and title, if applicable) on page 10.
- (c) Complete the appropriate acknowledgment form (making any changes necessary to reflect the Investor's circumstances) and have the form notarized.

2. *Investor Data Sheet:*

Please complete the Investor Data Sheet attached hereto.

3. *Investor Questionnaire:*

- (a) Print the name of the Investor and provide other requested information in the space provided in Section A.
- (b) Each Investor should check the box or boxes in Section B that are next to the category or categories under which the Investor qualifies as an "accredited investor."
- (c) Entities should provide the information and respond to the questions in Section C.
- (d) Each Investor should respond to the questions in Section D.
- (e) Each Investor who is a natural person should respond to Section E.
- (f) Each Investor should check the box or boxes in Section F that are next to the category or categories under which the Investor qualifies as a "qualified purchaser."
- (g) Each Investor should answer the questions in Section G.
- (h) Each Investor should answer the question in Section H.
- (i) Print the name of the Investor and sign (and print name, capacity and title, if applicable) on page 15.

4. *W-9 Tax Form:*

Fill in and sign and date the attached Form W-9 in accordance with the instructions to the Form.

5. *Evidence of Authorization:*

Investors must provide satisfactory evidence of authorization. Investors must provide a notarized acknowledgement form based on the type of Investor (e.g., individual, partnership, corporation).

In addition, Investors that are:

- (a) corporations must submit certified corporate resolutions authorizing the subscription and identifying the corporate officer empowered to sign the subscription documents;
- (b) partnerships must submit a certified copy of the partnership certificate (in the case of limited partnerships) or partnership agreement identifying the general partners;
- (c) limited liability companies must submit a copy of the operating agreement identifying the manager or managing member, as applicable;
- (d) trusts must submit a copy of the trust agreement; and
- (e) employee benefit plans must submit a certificate of an appropriate officer certifying that the subscription has been authorized and identifying the individual empowered to sign the subscription documents.

(Entities may be requested to furnish other or additional documentation evidencing the authority to invest in the Fund.) The General Partner may waive any of the foregoing in its sole discretion.

6. *Delivery of Subscription Documents:*

Subscription Documents, consisting of the following completed documents:

- (a) two signed copies of the Subscription Agreement;
- (b) the appropriate completed and executed acknowledgment form;
- (c) the Investor Data Sheet;
- (d) a signed Investor Questionnaire;
- (e) a signed Form W-9; and
- (f) any required evidence of authorization, as described above,

should be delivered as soon as possible to Nicole Washington at the following address:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017

In addition, please send (a) the completed and executed signature page of the Subscription Agreement, (b) the appropriate completed and executed acknowledgment form, (c) the completed and executed Investor Questionnaire, and (d) the completed Form W-9 by facsimile or electronic mail to Nicole Washington at (212) 455-2382 or nwashington@stblaw.com as soon as possible.

Inquiries regarding subscription procedures (including, if the Investor Questionnaire indicates that any Investor's response to a question requires further information) should be directed to Nicole Washington, (212) 455-2382 or nwashington@stblaw.com, of Simpson Thacher & Bartlett LLP. If the Investor's subscription is accepted by the General Partner (in whole or in part), a fully executed set of the Subscription Documents will be returned to the Investor.

[remainder of page intentionally left blank]

SUBSCRIPTION AGREEMENT

Palladium Equity Partners IV, L.P.
1270 Avenue of the Americas
Suite 2200
New York, NY 10020

Ladies and Gentlemen:

1. *Subscription.* The undersigned (the "Investor") subscribes for and agrees to purchase limited partnership interests ("Interests") in Palladium Equity Partners IV, L.P. (the "Fund") with a Capital Commitment (as defined in the Partnership Agreement referred to below) set forth on the signature page below. The Investor acknowledges and agrees that this subscription is irrevocable on the part of the Investor and that Palladium Equity Partners IV, L.L.C. (the "General Partner") may accept or reject this subscription in whole or in part at any time. The Investor agrees to be bound by all the terms and provisions of the Amended and Restated Limited Partnership Agreement of the Fund (as amended from time to time, the "Partnership Agreement") in the final form provided to the Investor. Capitalized terms not defined herein are used as defined in the Partnership Agreement.

2. *Representations and Warranties of the Investor.* To induce the Fund to accept this subscription, the Investor represents and warrants as follows:

(a) The Investor has been furnished and has carefully read the Confidential Private Placement Memorandum relating to the Fund (as amended or supplemented from time to time, the "Memorandum") and a form of the Partnership Agreement. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests, is able to bear the risks of an investment in the Interests and understands the risks of, and other considerations relating to, a purchase of an Interest, including the matters set forth under the caption "Risk Factors and Potential Conflicts of Interest" in the Memorandum.

(b) The Interests to be acquired hereunder are being acquired by the Investor for the Investor's own account for investment purposes only and not with a view to resale or distribution.

(c) The Investor understands that the Interests have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state thereof or the securities laws of any other jurisdiction, nor is such registration contemplated. The Investor understands and agrees further that the Interests must be held indefinitely unless they are subsequently registered under the Securities Act and these laws or an exemption from registration under the Securities Act and these laws covering the sale of Interests is available. Even if such an exemption is available, the assignability and transferability of the Interests will be governed by the Partnership Agreement, which imposes substantial restrictions on transfer. The Investor understands that legends stating that the Interests have not been registered under the Securities Act and these laws and setting out or referring to the restrictions on the transferability and resale of the Interests will be placed on all documents evidencing the Interests. The Investor's overall

commitment to the Fund and other investments that are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in Interests.

(d) To the full satisfaction of the Investor, the Investor has been furnished any materials the Investor has requested relating to the Fund, the offering of Interests or any statement made in the Memorandum, and the Investor has been afforded the opportunity to ask questions of representatives of the Fund concerning the terms and conditions of the offering, and to obtain any additional information necessary to verify the accuracy of any representations or information set forth in the Memorandum.

(e) Other than as set forth herein or in the Memorandum or the Partnership Agreement, or any separate agreement in writing with the Fund executed in conjunction with the Investor's subscription for Interests, the Investor is not relying upon any other information (including, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, website or radio, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising), representation or warranty by the Fund, the General Partner, their Affiliates or any agent or representative of them, written or otherwise, in determining to invest in the Fund and the Investor understands that the Memorandum is not intended to convey tax or legal advice. The Investor has consulted to the extent deemed appropriate by the Investor with the Investor's own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in Interests and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Interests and believes that an investment in the Interests is suitable and appropriate for the Investor.

(f) If the Investor is not a natural person, (i) the Investor has the power and authority to enter into this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby and (ii) the person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute and deliver this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests. If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interests and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for Interests. The Investor has provided the General Partner with a copy of any policy or regulation applicable to the Investor or the Investor's service providers (including with respect to political contributions, third-party payments or the use of placement agents) to which the General Partner and/or the Fund will be expected to comply in connection with the Investor's investment in the Fund. Neither (A) the execution and delivery by the Investor of, and compliance by the Investor with, this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests nor (B) except as disclosed to the General Partner in writing prior to the submission hereof, the payment of a fee to any placement agent, solicitor or finder in connection with the Investor's subscription for Interests, violates or represents a breach

of, or constitutes a default under, any instruments governing the Investor, any law, regulation, order or policy, or any agreement to which the Investor is a party or by which the Investor is bound, including any policy or regulation of the type referred to in the previous sentence. This Subscription Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Investor, enforceable against it in accordance with its terms (subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, by equitable principles (whether considered in a proceeding in equity or at law) and by an implied covenant of good faith and fair dealing).

(g) If the Investor is, or is acting (directly or indirectly) on behalf of, a "Plan" (defined below) that is subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or any provisions of any federal, state, local, non-U.S. or other laws or regulations that are similar to those provisions contained in such portions of ERISA or the Code (collectively, "Other Plan Laws"): (1) the decision to invest in the Fund was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Other Plan Laws) (a "Fiduciary") of the Plan that is unrelated to the General Partner or any of its employees, representatives or Affiliates and that is duly authorized to make such an investment decision on behalf of the Plan (the "Plan Fiduciary"); (2) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA or any applicable Other Plan Law, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in authorizing the Plan's investment in the Fund, and has concluded that such investment is prudent; (3) the Plan's decision to invest in the Fund and the acquisition of the Interests contemplated thereby is in accordance with the terms of the Plan's governing instruments and complies with all applicable requirements of ERISA, the Code and all applicable Other Plan Laws and does not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a similar violation under any applicable Other Plan Laws; and (4) the Plan Fiduciary acknowledges and agrees that neither the General Partner nor any of its employees, representatives or Affiliates will be a fiduciary with respect to the Plan as a result of the Plan's investment in the Fund, pursuant to the provisions of ERISA or any applicable Other Plan Laws, or otherwise, and the Plan Fiduciary has not relied on, and is not relying on, the investment advice of any such person with respect to the Plan's investment in the Fund. "Plan" includes (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is described in Section 4975 of the Code, whether or not such plan, account or arrangement is subject to Section 4975 of the Code, (iii) an insurance company using general account assets if such general account assets are deemed to include the assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the Code under Section 401(c)(1)(A) of ERISA or the regulations promulgated thereunder, and (iv) an entity that is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements, pursuant to ERISA or otherwise.

(h) If the Investor is (directly or indirectly) investing the assets of a Plan which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to any other federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Fund to be treated as assets of the Plan by virtue of its investment in the Fund and thereby subject the Fund and the General Partner (or other persons responsible for the investment and operation of the Fund's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code ("Similar Law"), the Fund's assets will not constitute the assets of such Plan under the provisions of any applicable Similar Law.

(i) Each Investor (directly or indirectly) investing the assets of a Plan subject to Title I of ERISA, Section 4975 of the Code or any Similar Law (including, for purposes of this paragraph as such term may apply *mutatis mutandis* to an Intermediate Entity) hereby acknowledges and agrees that, in the event the Fund forms an Intermediate Entity through which Limited Partners may participate in an investment in the Partnership or an Alternative Vehicle, by making a capital contribution or a loan to such an Intermediate Entity such Investor shall be deemed to (i) direct the general partner (or similar managing entity) of the Intermediate Entity to directly or indirectly invest the amount of such capital contribution and the proceeds of such loan in the Partnership or Alternative Vehicle, as the case may be, and acknowledge that during any period when the underlying assets of the Intermediate Entity are deemed to constitute "plan assets" for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law, the general partner (or similar managing entity) of the Intermediate Entity shall act as a custodian with respect to the assets of such Plan, but is not intended to be a fiduciary with respect to the assets of such Plan for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law and (ii) represent that such capital contribution and the holding of such note, and the transactions contemplated by such direction, will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any applicable Similar Law.

(j) The General Partner may create parallel investment entities ("Parallel Funds", as defined in the Partnership Agreement), which will make investments proportionately (based upon available capital as provided in their respective agreements) in all Portfolio Investments (and proportionately dispose thereof) and at the same time (subject to Section 3.1(h) of the Partnership Agreement) and on effectively the same terms and conditions as the Fund, subject to applicable legal, tax, or regulatory considerations. The Investor acknowledges that its Capital Commitment may be made to either the Fund or a Parallel Fund as the General Partner may determine in its sole and absolute discretion.

(k) The Investor was offered the Interests through private negotiations, not through any general solicitation or general advertising, and in the state listed in the Investor's permanent address set forth in the Investor Questionnaire attached hereto or previously provided to the General Partner (the "Investor Questionnaire") and intends that the securities laws of that state govern the Investor's subscription.

(l) The Investor will not directly or indirectly transfer, exchange, assign, mortgage, pledge, hypothecate, sell or otherwise deliver any interest in the Interests except in accordance with the restrictions set forth in the Partnership Agreement. Without limiting anything in the Partnership Agreement, no such transfer or other action

as described above will be permitted unless a proposed transferee or assignee of the Interests makes the same representations and warranties as the Investor as set forth herein.

(m) The Investor understands that the Fund will not be registered as an investment company under the Investment Company Act of 1940, as amended.

3. *Source and Use of Funds.* (i) Neither the Investor, nor any person having a direct or indirect beneficial interest in the Interests to be acquired, (A) appears on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), nor are they otherwise a party with which the Fund is prohibited to deal under the laws of the United States, or (B) is a Person identified as a terrorist organization on any other relevant lists maintained by governmental authorities. The Investor further represents and warrants that (i) if the Investor is a natural person, the Investor is not a person who is or has been entrusted with prominent public functions, such as a Head of State or of government, a senior politician, a senior government, judicial or military official, a senior executive of a state-owned corporation or an important political party official, or a close family member or close associate of any such person and (ii) the monies used to fund the investment in the Interests are not derived from, invested for the benefit of, or related in any way to, the governments of, or persons within, any country that (a) is under a U.S. embargo enforced by OFAC, (b) is or has been designated as a "non-cooperative country or territory" by the Financial Action Task Force on Money Laundering or (c) has been designated by the U.S. Secretary of the Treasury as a "primary money laundering concern." The Investor further represents and warrants that the Investor: (x) has conducted thorough due diligence with respect to all of its beneficial owners, (y) has established the identities of all beneficial owners and the source of each of the beneficial owner's funds and (z) will retain evidence of any such identities, any such source of funds and any such due diligence. Pursuant to anti-money laundering laws and regulations, the Fund may be required to collect documentation verifying the Investor's identity and the source of funds used to acquire an Interest before, and from time to time after, acceptance by the Fund of this Subscription Agreement. The Investor further represents that the Investor does not know or have any reason to suspect that (I) the monies used to fund the Investor's investment in the Interests have been or will be derived from or related to any illegal activities, including, without limitation, money laundering activities, and (II) the proceeds from the Investor's investment in the Interests will be used to finance any illegal activities. The Investor represents that in the event that it is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a "Non-U.S. Bank") in connection with the Investor's investment in Interests, such Non-U.S. Bank: (i) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities; (ii) employs one or more individuals on a full-time basis; (iii) maintains operating records related to its banking activities; (iv) is subject to inspection by the banking authority that licensed it to conduct banking activities; and (v) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered Affiliate. The Investor has conducted appropriate due diligence of any beneficial owner who is (i) a Senior Foreign Political Figure ("SFPF") and/or a Politically Exposed Person ("PEP"), (ii) an immediate family member of a SFPF and/or PEP, (iii) a person who is widely known (or is actually known by the Investor) to maintain a close personal relationship with any such individual, or (iv) a corporation, business or other entity that has been formed by or for the benefit of such individual. The Investor further represents and

warrants that it is not subscribing for Interests in connection with or as a result of any payment or benefit made or provided by any person.

(ii) The Investor will provide to the Fund at any time during the term of the Fund such information as the Fund determines to be necessary or appropriate (A) to comply with the anti-money laundering laws, rules and regulations of any applicable jurisdiction and (B) to respond to requests for information concerning the identity of Limited Partners from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures, or to update such information.

(iii) The representations and warranties set forth in this Section 3 shall be deemed repeated and reaffirmed by the Investor to the Fund as of each date that the Investor is required to make a capital contribution to, or receives a distribution from the Fund. If at any time during the term of the Fund the representations and warranties set forth in this Section 3 cease to be true, the Investor shall promptly so notify the Fund in writing.

(iv) The Investor understands and agrees that the Fund may not accept any amounts from a prospective Limited Partner if such prospective Limited Partner cannot make the representations set forth in this Section 3. If an existing Limited Partner cannot make these representations, the Fund may require the withdrawal of such Limited Partner's Interest pursuant to Section 8.6 of the Partnership Agreement. The Investor further understands and agrees that the Fund may be obligated to "freeze" the Investor's Capital Account (e.g., by prohibiting additional Capital Contributions from the Investor, suspending other rights the Investor may have under the Partnership Agreement and/or segregating assets of the Investor in compliance with governmental regulations and/or if the General Partner determines in its sole discretion that such action is in the best interests of the Fund) and the Fund may also be required to report such action or confidential information relating to the Investor (including, without limitation, disclosing the Investor's identity) to governmental authorities, self-regulatory organizations and financial institutions.

4. *Tax Information.* The Investor certifies under penalties of perjury that (A) (i) the Investor's name, taxpayer identification, or social security number and address provided in the Investor Data Sheet is correct and (ii) the Investor will complete and return with this Subscription Agreement an IRS Form W-9 (Payer's Request for Taxpayer Identification Number and Certification) and (B) (i) the Investor is a U.S. Person (as defined in the Code) and (ii) the Investor will, without limiting any indemnification obligation of the Investor as provided herein or in the Partnership Agreement, notify the Fund within 60 days of any change in such status. The Investor agrees to execute properly and provide to the Fund in a timely manner any tax documentation that may be reasonably required by the General Partner in connection with the Fund.

5. *Further Advice and Assurances.* All information that the Investor has provided to the Fund, including the information in this Subscription Agreement and in the Investor Questionnaire, is true, correct and complete as of the date hereof, and the Investor agrees to notify the General Partner immediately if any representation, warranty or information contained in this Subscription Agreement, including the Investor Data Sheet and Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide such information and

execute and deliver such documents regarding itself and all of its direct and indirect beneficial owners as the Fund may reasonably request from time to time to verify the accuracy of the Investor's representations and warranties herein, determine the eligibility of the Investor to purchase Interests in the Fund, establish the identity of the Investor and the direct and indirect participants in its investment in Interests, and/or to comply with any law, rule or regulation to which the Fund, the General Partner and/or the Advisor may be subject (including without limitation, compliance with any applicable anti-money laundering laws, rules or regulations) or for any other reasonable purpose.

6. *Power of Attorney.* The Investor by executing this Subscription Agreement hereby appoints the General Partner, with full power of substitution, as the Investor's true and lawful representative and attorney-in-fact, and agent of the Investor, to execute, acknowledge, verify, swear to, deliver, record and file, in the Investor's name, place and stead, the Partnership Agreement, any amendments to the Partnership Agreement (approved in accordance therewith) or any other agreement or instrument that the General Partner deems appropriate solely to admit the Investor as a Limited Partner of the Fund. To the fullest extent permitted by law, this power of attorney is coupled with an interest, is irrevocable and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of the Investor. The Investor shall not revoke such power of attorney. This power of attorney will terminate upon the complete withdrawal of an assigning Partner from participation in the Fund. The Investor acknowledges and agrees that under the terms of the Partnership Agreement each Limited Partner grants further powers of attorney to the General Partner as provided for therein.

7. *Indemnity.* The Investor understands that the information provided herein will be relied upon by the Fund, the General Partner, the Administrator and the Advisor for the purpose of determining the eligibility of the Investor to purchase Interests in the Fund. The Investor agrees to notify the General Partner immediately if any representation or warranty or information contained in this Subscription Agreement, including the Investor Questionnaire, becomes untrue at any time. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Fund and each Partner thereof from and against any loss, damage or liability due to or arising out of a material breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including the Investor Data Sheet and Investor Questionnaire attached hereto) or in any other document provided by the Investor to the Fund or in any agreement (other than the Partnership Agreement) executed by the Investor with the Fund or the General Partner in connection with the Investor's investment in Interests; provided, that such obligations will not exceed the amount of the Investor's Capital Commitment. Notwithstanding any provision of this Subscription Agreement, the Investor does not waive any rights granted to it under the Partnership Agreement or applicable securities laws.

8. *Miscellaneous; Choice of Law; Consent to Jurisdiction.* This Subscription Agreement is not assignable by the Investor without the prior written consent of the General Partner. The representations and warranties made by the Investor in this Subscription Agreement (including the Investor Data Sheet and Investor Questionnaire attached hereto) shall survive the closing of the transactions contemplated hereby and any investigation made by the Fund or the General Partner. The Investor Questionnaire, including, without limitation, the representations and warranties contained therein, is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. The invalidity or unenforceability of any one provision of this Subscription Agreement shall in no way affect the validity of any other provision, and all

other provisions shall remain in full force and effect. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument. Notwithstanding the place where this Subscription Agreement may be executed by any of the parties hereto, the parties expressly agree that this Subscription Agreement shall be governed by and construed in accordance with the laws of the State of New York, and the parties hereto irrevocably submit to the non exclusive jurisdiction of the state and federal courts of New York City in any action.

9. *Distributions.* Distributions to the Investor in respect of its Interests shall be made as specified in the Investor Data Sheet or as otherwise specified in writing by the Investor to the General Partner.

10. *Counsel.* The Investor hereby acknowledges and agrees that Simpson Thacher & Bartlett LLP and any other law firm retained by the Fund or the General Partner in connection with the organization or operation of the Fund, or in connection with any dispute between the Fund or the General Partner and the Investor, is acting as counsel to the Fund and the General Partner, and their respective Affiliates, and as such, except as otherwise provided by law, does not represent or owe any duty to the Limited Partner or to the Limited Partners of the Fund as a group.

[remainder of page intentionally left blank]

FOR GEORGIA INVESTORS ONLY:

THESE INTERESTS HAVE BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE "GEORGIA SECURITIES ACT OF 1973," AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION WHICH IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

[remainder of page intentionally left blank]

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on the date set forth below.

Date: _____

Amount of Capital Commitment:

\$ 75 million

INDIVIDUAL INVESTOR:

(Print Name)

(Signature)

(Social Security Number)

PARTNERSHIP, CORPORATION, LIMITED
LIABILITY COMPANY, TRUST,
CUSTODIAL ACCOUNT, OTHER
INVESTOR:

Commonwealth of Pennsylvania

Public School Employees' Retirement System
(Print Name of Entity)

By: See next page
(Signature)

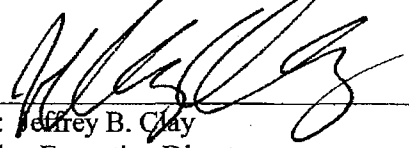
(Print Name and Title)


(U.S. Taxpayer Identification)

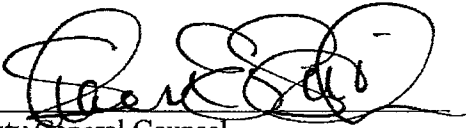
PALLADIUM EQUITY PARTNERS IV, LP
SIGNATURE PAGE TO SUBSCRIPTION DOCUMENT

Limited Partner:

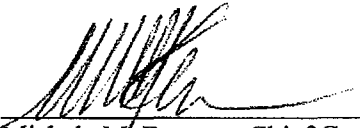
Commonwealth of Pennsylvania
Public School Employees'
Retirement System


By: James H. Grossman, Jr.
Title: Chief Investment Officer
By: Jeffrey B. Clay
Title: Executive Director

Approved for form and legality:


Deputy General Counsel
Office of General Counsel

Chief Deputy Attorney General
Office of Attorney General


Michele M. Ferencz, Chief Counsel
Public School Employees' Retirement System

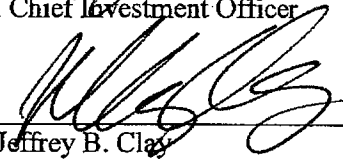
PALLADIUM EQUITY PARTNERS IV, LP
SIGNATURE PAGE TO SUBSCRIPTION DOCUMENT

Limited Partner:

Commonwealth of Pennsylvania
Public School Employees'
Retirement System



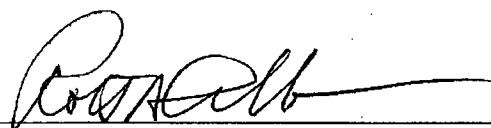
By: James H. Grossman, Jr.
Title: Chief Investment Officer



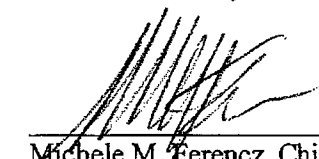
By: Jeffrey B. Clay
Title: Executive Director

Approved for form and legality:

Deputy General Counsel
Office of General Counsel



Chief Deputy Attorney General
Office of Attorney General



Michele M. Ferencz, Chief Counsel
Public School Employees' Retirement System

ACCEPTANCE OF SUBSCRIPTION

(to be filled out only by the General Partner)

The General Partner hereby accepts the above application for subscription for Interests on behalf of the Fund.

PALLADIUM EQUITY PARTNERS IV, L.L.C. Amount of Capital Commitment Accepted:

\$ _____

By: _____

Name:

Title:

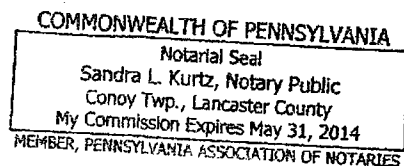
Date: _____


ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF DAUPHIN) SS:

On this 26th day of March, 2014, before me, a Notary Public, the undersigned officer, personally appeared James H. Grossman, Jr. and Jeffrey B. Clay, both to me known and known to me to be the duly appointed and acting Chief Investment Officer and Executive Director of the Commonwealth of Pennsylvania, Public School Employees' Retirement System, and who executed the foregoing instrument and duly acknowledged to me that they are duly authorized to execute such instrument on behalf of the System and executed the same for the purposes therein contained.

In witness whereof, I have hereunto set my hand and official seal.




Sandra L. Kurtz
Notary Public

My commission expires 5/31/2014

ACKNOWLEDGMENT

STATE OF _____)

: ss.:

COUNTY OF _____)

On this __ day of _____, 201__, before me, the undersigned, a Notary Public of said State, duly commissioned and sworn, personally appeared _____, known to me to be the person (or persons) whose name is (or whose names are) subscribed to on the within instrument, and acknowledged that he (or she or they) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____)

: ss.:

COUNTY OF _____)

On the ___ day of _____, 201___, before me personally came _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same as a general partner of the foregoing partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

: ss.:

COUNTY OF _____)

On the __ day of _____, 201__, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he (she) is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he (she) executed said instrument on behalf of said corporation by authority of its board of directors or pursuant to its by-laws and that the same is the free act and deed by said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

TRUST ACKNOWLEDGMENT

STATE OF _____)

: ss.:

COUNTY OF _____)

On this ___ day of _____, 201__, before me personally appeared _____, to me known, who duly acknowledged to me that he (she) (they) (it) is (are) the trustee(s) of _____, the trust described in the foregoing instrument, that the foregoing instrument was signed on behalf of said trust and that the same is the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
: ss.:
COUNTY OF _____)

On the __ day of _____, 201__, before me personally came _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he (she) executed the same as a managing member of the foregoing limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public

[SEAL]

Address:

My commission expires:

INVESTOR DATA SHEET

Individual:

1. Print Full Name of Investor:

Last First Middle

Company, Partnership, Corporation, Trust, Limited Liability
Custodial Account, Other:

Public School Employees' Retirement System
Name of Entity

**2. U.S. Taxpayer Identification or
Social Security Number:**

3. Primary Contact Information:

Name Charles A. Spiller
Title Director, Private Markets and Real Estate
Company Public School Employee's Retirement System
Street Address 5 N. 5th Street
Floor or Suite No. _____
City, State, Zip Harrisburg, PA 17101
Country United States
Telephone 717-720-4720
Fax 717-772-5375
Email (required) cspiller@pa.gov

4. Investor Permanent Address (if different from address for notices above):

Street Address _____
Floor or Suite No. _____
City, State, Zip _____
Country _____

5. Additional Contact Information for Parties Receiving Copies¹:

Name _____
Title _____
Company _____
Street Address _____
Floor or Suite No. _____
City, State, Zip _____
Country _____
Telephone _____
Fax _____
Email _____

To receive:

☐ Capital
calls/Distributions

☐ Statements

☐ Financials and Schedule
K-1s

☐ Website Access

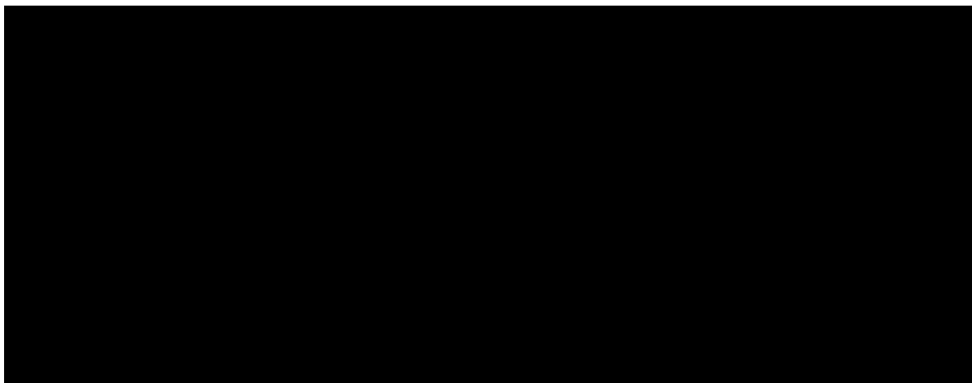
☐ Quarterly reports

6. Wiring Instructions for Cash Distributions²:

Name of bank: See next page
ABA number: _____
Account name: _____
Account number: _____
FFC name: _____
FFC number: _____
Contact name: _____
Contact telephone: _____

¹ If additional space is required, please provide the information in a separate attachment to this questionnaire or copy this page to add additional contacts.

² If additional space is required, please provide these instructions in a separate attachment to this questionnaire. Alternatively, if instructions are not available at this time, they may be furnished directly to the General Partner as soon as they are available. Please be advised that any disbursements will automatically be sent as indicated above unless the Fund is notified otherwise in writing.



7. Delivery instructions for Securities Distributions³:

Firm name: Palladium Equity Partners
DTC number: [REDACTED]
Account name: [REDACTED]
Account number: [REDACTED]
Name of contact person at
firm: Dan Ilundain
Telephone number of contact: 212-218-5196

³ If additional space is required, please provide these instructions in a separate attachment to this questionnaire. Alternatively, if instructions are not available at this time, they may be furnished directly to the General Partner as soon as they are available. Please be advised that if the above information is not provided or electronic share delivery is not reasonably practicable, distributions in-kind will be sent to the Investor at the Investor's address provided above, unless the Fund is notified otherwise in writing.

INVESTOR QUESTIONNAIRE

A. General Information

Print Full Name of Investor:

Individual:

First Middle Last

Partnership, Corporation, Trust, Limited Liability
Company, Custodial Account, Other:

Public School Employees' Retirement System
Name of Entity

Please indicate Investor type (All Investors must select only one of the options below)

- ☐ (A) Individual that is a United States person (including the trust of any such individual)
- ☐ (B) Individual that is a not a United States person (including the trust of any such individual)
- ☐ (C) Broker-dealer
- ☐ (D) Insurance company
- ☐ (E) Investment company registered with the SEC under the Investment Company Act
- ☐ (F) An issuer that would be an investment company as defined in section 3 of the Investment Company Act but for section 3(c)(1) or 3(c)(7) thereof
- ☐ (G) Non-profit organization
- ☐ (H) Pension plan (excluding governmental pension plans)
- ☐ (I) Banking or thrift institution (proprietary)
- ☐ (J) Any state or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in its official capacity (excluding governmental pension plans)
- ☒ (K) State or municipal governmental pension plan
- ☐ (L) Sovereign wealth fund or foreign official institution
- ☐ (M) Other

B. Accredited Investor Status

The Investor represents and warrants that the Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"), and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as an accredited investor:

FOR INDIVIDUALS:

- ☐ (A) A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million. For purposes of this item, "net worth" means the excess of total assets at fair market value, including automobiles and other personal property (and including property owned by a spouse) but excluding the value of the primary residence of such natural person, over total liabilities. For this purpose, the amount of any mortgage or other indebtedness secured by an Investor's primary residence should not be included as a "liability", except to the extent the fair market value of the residence is less than the amount of such mortgage or other indebtedness, provided that if such mortgage or other indebtedness is incurred within sixty (60) days preceding the date hereof and is not in connection with the purchase of the primary residence, such mortgage or other indebtedness should be treated as a "liability".
- ☐ (B) A natural person with individual income (not including any income of the Investor's spouse) in excess of \$200,000, or joint income with spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year.

FOR ENTITIES:

- ☐ (C) An entity, including a grantor trust, in which all of the equity owners are accredited investors (for this purpose, a beneficiary of a trust is not an equity owner, but the grantor of a grantor trust is an equity owner).
- ☐ (D) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.
- ☐ (E) An insurance company as defined in Section 2(a)(13) of the Securities Act.
- ☐ (F) A broker-dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.
- ☐ (G) An investment company registered under the Investment Company Act of 1940, as amended (the "Investment Company Act").
- ☐ (H) A business development company as defined in Section 2(a)(48) of the Investment Company Act.

- ☐ (I) A small business investment company licensed by the Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.
- ☐ (J) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended (the "Investment Advisers Act").
- ☐ (K) A corporation, Massachusetts or similar business trust, limited liability company, partnership, or an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), not formed for the specific purpose of acquiring Interests, with total assets in excess of \$5 million.
- ☐ (L) A trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests.
- ☐ (M) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") if the decision to invest in the Interests is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- ☒ (N) A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, if the plan has total assets in excess of \$5 million.

C. Supplemental Data for Entities

1. If the Investor is not a natural person, furnish the following supplemental data (natural persons may skip this Section of the Investor Questionnaire):

Legal form of entity (trust, corporation, partnership, limited liability company, benefit plan, etc.):

Government entity

Jurisdiction of organization and location of domicile: Pennsylvania

2. Was the Investor organized for the specific purpose of acquiring Interests?

☐ Yes ☒ No

If the answer to the above question is "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

- 3.a. Is the Investor a grantor trust, a partnership or an S-Corporation for U.S. federal income tax purposes?

☐ Yes ☒ No

- 3.b. If the question above was answered "Yes," please indicate whether or not:

- (i) more than 50 percent of the value of the ownership interest of any beneficial owner in the Investor is (or may at any time during the term of the Fund be) attributable to the Investor's (direct or indirect) interest in the Fund; or

☐ Yes ☐ No

- (ii) it is a principal purpose of the Investor's participation in the Fund to permit the Fund to satisfy the 100 partner limitation contained in U.S. Treasury Regulation Section 1.7704-1(h)(3).

☐ Yes ☐ No

If either question above was answered "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

4. Are shareholders, partners or other holders of equity or beneficial interests in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor's investment in the Fund (i.e., can shareholders, partners or other holders of equity or beneficial interests in the Investor determine whether their capital will form part of the capital invested by the Investor in the Fund)?

☐ Yes ☒ No

If the answer to the above question is "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

- 5.a. Please indicate whether or not the Investor is, or is acting (directly or indirectly) on behalf of, (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to ERISA, (ii) a plan, individual retirement account or other arrangement that is described in Section 4975(e)(1) of the Code, whether or not such plan, account or arrangement is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), (iii) an insurance company using general account assets, if such general account assets are deemed to include the assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the Code under Section 401(c)(1)(A) of ERISA or the regulations promulgated thereunder, or (iv) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements (each of the foregoing described in clauses (i), (ii), (iii) and (iv) being referred to as a "Plan Investor").

☒ Yes ☐ No

- 5.b. Please indicate whether or not the Plan Investor is subject to Title I of ERISA or Section 4975 of the Code.

☐ Yes ☒ No

- 5.c. Please indicate what percentage of the assets invested in the Fund are considered to be the assets of "benefit plan investors" as defined in Section 3(42) of ERISA:

_____ %

- 5.d. If the Investor is investing the assets of an insurance company general account, please indicate what percentage of the insurance company general account's assets invested in the Fund are the assets of "benefit plan investors" within the meaning of Section 401(c)(1)(A) of ERISA or the regulations promulgated thereunder:

_____ %

- 5.e. Please indicate whether or not such Plan Investor is subject to any other federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Fund to be treated as assets of the Plan Investor by virtue of its investment in the Fund and thereby subject the Fund and the General Partner (or other persons responsible for the investment and operation of the Fund's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code.

☐ Yes ☒ No

- 5.f. Please indicate whether the Investor is, or is acting (directly or indirectly) on behalf of:

- ☒ A qualified pension or profit sharing trust (*i.e.*, one that is exempt from taxation under Section 501(a) of the Code by qualifying under Section 401(a) of the Code).
- ☐ A governmental plan (*i.e.*, a plan (1) that is established and maintained for its employees by the Government of the United States, by the government of any State or political subdivision thereof, or by any agency or instrumentality of any of the foregoing, (2) to which the U.S. Railroad Retirement Act of 1935 or 1937, as amended, applies and that is financed by contributions required under such Act, or (3) of an international organization that is exempt from taxation by reason of the International Organizations Immunities Act).
- ☐ An eligible deferred compensation plan under Section 457(b) of the Code.
- ☐ The Government of the United States, the government of any State or political subdivision thereof, any agency or instrumentality of any of the foregoing, or any other exempt organization described in Section 818(a)(6)(B) of the Code, but only to the extent such entity is investing in the Fund in order to satisfy its obligations under a governmental plan or an eligible deferred compensation plan.

☐ An individual retirement account that is exempt from taxation under Section 408(e) of the Code.

6.a. Is the Investor a private investment company which is not registered under the Investment Company Act in reliance on: _____

Section 3(c)(1) thereof? ☐ Yes ☒ No

Section 3(c)(7) thereof? ☐ Yes ☒ No

6.b. If question 6.a. was answered "Yes," please indicate whether or not the Investor was formed on or before April 30, 1996.

☐ Yes ☐ No

6.c. If question 6.b. was answered "Yes," please indicate whether or not the Investor has obtained the consent of its direct and indirect beneficial owners to be treated as a "qualified purchaser" as provided in Section 2(a)(51)(C) of the Investment Company Act and the rules and regulations thereunder.

☐ Yes ☐ No

If question 6.c. was answered "No," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

6.d. Is the Investor an "investment company" registered or required to be registered under the Investment Company Act?

☐ Yes ☒ No

7. Does the amount of the Investor's subscription for Interests in the Fund exceed 40% of the total assets (on a consolidated basis with its subsidiaries) of the Investor?

☐ Yes ☒ No

If the answer to the above question is "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

8. Is the Investor a "Tax Exempt Limited Partner" as such term is defined in Article One of the Partnership Agreement?

☒ Yes ☐ No

9. Is the Investor a "BHC Partner" as such term is defined in Article One of the Partnership Agreement?

☐ Yes ☒ No

10. If the Investor's tax year ends on a date other than December 31, please indicate such date below:

June 30

11. Is the Investor subject to the Freedom of Information Act, 5 U.S.C. § 552, ("FOIA"), any state public records access laws, any state or other jurisdiction's laws similar in intent or effect to FOIA, or any other similar statutory or regulatory requirement that might result in the disclosure of confidential information relating to the Fund, its Affiliates and/or a Portfolio Company?

☒ Yes ☐ No

If the question above was answered "Yes," please indicate the relevant laws to which the Investor is subject and provide any additional explanatory information in the space below:

65 P.S. §§67.101 et. seq.

24 Pa. C.S. §8502(e)

12. What percentage of the Investor is owned by non-United States persons or entities?
0 %
13. What percentage of the Investor is owned by United States persons or entities?
100 %
14. Is the Investor (a) a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the Code) as owned by a natural person (e.g., a grantor trust), (b) an entity disregarded for U.S. federal income tax purposes and owned (or treated as owned) by a natural person or a trust described in clause (a) of this sentence (e.g., a limited liability company with a single member), (c) an organization described in Section 401(a), Section 501(c)(17) or Section 509(a) of the Code, or (d) a trust permanently set aside or to be used for a charitable purpose?

☒ Yes ☐ No

If the question above was answered "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

D. Related Parties

1. To the best of the Investor's knowledge, does the Investor control, or is the Investor controlled by or under common control with, any other investor in the Fund?

☐ Yes ☒ No

If question 1 was answered "Yes," please identify such related investor(s) below.

Names of related investor(s): _____

2. Will any other person or entity have a beneficial interest in the Interests to be acquired hereunder (other than as a shareholder, partner, policy owner or other beneficial owner of equity interests in the Investor)? (By way of example, and not limitation, "nominee" Investors would be required to check "Yes" below.)

☐ Yes ☒ No

If either question above was answered "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

E. Supplemental Data for Individuals

1. Are you investing the assets of any retirement plan account, employee benefit plan or other similar arrangement, such as an IRA or a "Keogh" plan?

☐ Yes ☐ No

If the answer to the above question is "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

F. Qualified Purchaser Status

The Investor represents and warrants that the Investor is a "qualified purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as a qualified purchaser. In order to complete the following information, Investors must read Annexes 1 and 2 to this Investor Questionnaire for the definition of "investments" and for information regarding the "valuation of investments," respectively. The Investor agrees to provide such further information and execute and deliver such documents as the Fund may reasonably request to verify that the Investor qualifies as a "qualified purchaser."

FOR ENTITIES:

- ☐ (i) A company, partnership or trust that owns not less than \$5,000,000 in "investments" and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons (a "Family Company").
- ☐ (ii) A trust that is not covered by (i) above as to which the trustee or other person authorized to make decisions with respect to the trust, and each

settlor or other person who has contributed assets to the trust, is a person described in clause (i), (iii) or (vi) of this Section F.

- ☐ (iii) A person or entity, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in "investments."
- ☒ (iv) A qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser; provided, that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.
- ☐ (v) A company, limited liability company, partnership or trust, each beneficial owner of the securities of which is a qualified purchaser.

FOR INDIVIDUALS:

- ☐ (vi) A natural person (including any person who holds a joint, community property or other similar shared ownership interest in the Fund with that person's qualified purchaser spouse) who owns not less than \$5,000,000 in "investments."

G. Eligibility for New Issues

The Fund from time to time may consider direct or indirect investments in "*new issues*," as defined in the rules of the Financial Industry Regulatory Authority ("FINRA"), as such rules may be amended or replaced from time to time. In order for the Fund to determine whether the Investor is eligible to participate in profits and losses from such new issues, the Investor¹ represents and warrants with respect to itself, or, if the undersigned is a corporation, partnership, trust or other entity or account, with respect to any person having a beneficial interest² in the

¹ If the Investor is a corporation, partnership, trust or any other entity or a nominee for another person, the person completing this questionnaire must be the Investor's beneficial owners(s), a person authorized to represent such beneficial owners(s), or a bank, foreign bank, broker-dealer, investment adviser or other conduit acting on behalf of the beneficial owners of the Investor.

² "Beneficial interest" means any economic interest, such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, is not considered a beneficial interest

Fund through such corporation, partnership trust or other entity or account (an "Owner"), as follows:

1. DETERMINATION OF RESTRICTED PERSON STATUS:

The Investor or an Owner is:

Broker-Dealers and their Personnel

- | | | | |
|--------------------------|-------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (1) | a FINRA member or other broker-dealer; |
| True | False | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (2) | an officer, director, general partner, associated person, or employee of a FINRA member or other broker-dealer (other than a limited business broker-dealer ³); |
| True | False | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (3) | an agent of a FINRA member or other broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business; |
| True | False | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (4) | an immediate family member ⁴ of a person described in (2) and (3) above; |
| True | False | | |

Finders and Fiduciaries

- | | | | |
|--------------------------|-------------------------------------|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (5) | a finder or fiduciary to a managing underwriter, including, but not limited to, attorneys, accountants and financial consultants; |
| True | False | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | (6) | an immediate family member of a person described in (5) above who materially supports, ⁵ or receives material support from, the immediate family member; |
| True | False | | |

in the account; however, if such fee is subsequently invested into the account (as a deferred fee arrangement or otherwise), it is considered a beneficial interest in the account.

³ "Limited business broker-dealer" is any broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

⁴ "Immediate family member" of a person means such person's parents, mother-in-law, father-in-law, husband, wife, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, children and any other individual to whom such person provides material support as defined in footnote 8 below.

⁵ "Material support" means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Immediate family members living in the same household are deemed to be providing each other with material support.

Portfolio Managers

☐ True ☒ False (7) a person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or collective investment account;⁶

☐ True ☒ False (8) an immediate family member of a person described in (7) above who materially supports, or receives material support from, the immediate family member;

Persons Owning a Broker-Dealer⁷

☐ True ☒ False (9) a person listed, or required to be listed, in Schedule A, B or C of a Form BD (other than with respect to a limited business broker-dealer), except persons whose listing on Schedule A, B or C is related to a person identified by an ownership code of less than 10%;

☐ True ☒ False (10) a person that directly or indirectly owns (i) 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD or (ii) 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD, in each case other than a reporting company that is listed on a national securities exchange or is traded on the NASDAQ National Market, and other than with respect to a limited business broker-dealer;

☐ True ☒ False (11) an immediate family member of a person described in (9) and (10);

⁶ "Collective investment account" is any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. The term does not include a family investment vehicle that is beneficially owned solely by immediate family members or an investment club where a group of friends, neighbors, business associates, or others pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

⁷ The FINRA has stated that an owner of a broker-dealer will be viewed as having a "beneficial interest" in an account held by a subsidiary (i.e., a sister company of the broker-dealer). Accordingly, an affiliate of a broker-dealer will be a Restricted Person.

Entity Investors with Restricted Beneficial Owners

- ☐ True ☒ False (12) an executive officer or director of a Public Company⁸ or a Covered Non-public Company;⁹

If the question above was answered "True," please provide the name of the applicable company/companies in the space below:

- ☐ True ☒ False (13) a person materially supported¹⁰ by a person described in (12) above;

If the question above was answered "True," please provide the name of the applicable company/companies in the space below:

Entity Investors with Restricted Beneficial Owners

- ☐ True ☒ False (14) any entity (including a corporation, partnership, limited liability company, trust or other entity) or account in which any person or persons described in (1) through (13) above has a beneficial interest;¹¹

⁸ "Public Company" means any company that is registered under Section 12 of the Exchange Act or that files periodic reports pursuant to Section 15(d) thereof.

⁹ "Covered Non-public Company" means any non-public company satisfying the following 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.

¹⁰ As defined in footnote 6 above.

¹¹ "Beneficial interest" means any economic interest, such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, is not considered a beneficial interest in the account; however, if such fee is subsequently invested into the account (as a deferred fee arrangement or otherwise), it is considered a beneficial interest in the account.

☒ ☐ (15) None of the above categories apply and the Investor is eligible to
True False participate in new issues.

2. **DETERMINATION OF EXEMPT STATUS:**

The Investor is:

- ☐ ☒ (1) an investment company registered under the 1940 Act;
True False
- ☐ ☒ (2) a common trust fund or similar fund as described in Section
True False 3(a)(12)(A)(iii) of the 1934 Act, as amended, and the trust (i) has
investments from 1,000 or more accounts, and (ii) does not limit
beneficial interests in the fund principally to trust accounts of restricted
persons described in Section G(1)(1)-(12) above ("Restricted Persons");
- ☐ ☒ (3) an insurance company general, separate or investment account and (i) the
True False account is funded by premiums from 1,000 or more policyholders or, if a
general account, the insurance company has 1,000 or more policyholders,
and (ii) the insurance company does not limit the policyholders whose
premiums are used to fund the account principally to Restricted Persons,
or, if a general account, the insurance company does not limit its
policyholders principally to Restricted Persons;
- ☐ ☒ (4) a corporation, partnership, limited liability company, trust or another
True False entity and the beneficial interests of Restricted Persons do not exceed in
the aggregate 10% of such entity;¹²
- ☐ ☒ (5) a corporation, partnership, limited liability company, trust or another
True False entity and the aggregate beneficial interests of persons described in
G(1)(12) and G(1)(13) ("Covered Company Investors") do not exceed in
the aggregate 25% of such entity;¹³
- ☐ ☒ (6) a publicly traded entity (other than a broker/dealer or an affiliate of a
True False broker/dealer where such broker/dealer is authorized to engage in the
public offering of new issues either as a selling group member or
underwriter) that (i) is listed on a national securities exchange or traded on
the NASDAQ National Market, or (ii) is a foreign issuer whose securities
meet the quantitative designation criteria for a listing on a national
securities exchange or trading on the NASDAQ National Market;
- ☐ ☒ (7) an investment company organized under the laws of a foreign jurisdiction

¹² If the Investor limits the participation by Restricted Persons to no more than 10% of the profits and losses relating to new issues, it may check the box above the word "True."

¹³ If the Investor limits the participation by Covered Company Investors to no more than 25% of the profits and losses relating to new issues, it may check the box above the word "True."

True False and (i) the investment company is listed on a foreign exchange or authorized for sale to the public by a foreign regulatory authority and (ii) no person owning more than 5% of the shares of the investment company is a Restricted Person;

☒ ☐ (8) an employee benefits plan under ERISA that is qualified under Section 401(a) of the Code, and such plan is not sponsored solely by a broker-dealer;

☒ ☐ (9) a state or municipal government benefits plan that is subject to state and/or municipal regulation;

☐ ☒ (10) a tax exempt charitable organization under Section 501(c)(3) of the Code; or

☐ ☒ (11) a church plan under Section 414(e) of the Code.

3. **ENTITY INVESTORS**

If the Investor is an entity (including a corporation, partnership, limited liability company, trust or other entity), including, without limitation, a "fund of funds," a feeder fund or a similar investment vehicle, please complete the following:

Restricted Persons own, in the aggregate, 0 % of the beneficial interest of the Investor.

Covered Company Investors own, in the aggregate, 0 % of the beneficial interest of the Investor. Please provide the name of the applicable company/companies in the space below:

H. **General Information**

Discretionary Management

Please check a box below indicating whether any third party has discretion to make such investment in the Partnership on your behalf:

☐ Yes ☒ No

If you checked "Yes" box, please list the name of the discretionary manager below.

INVESTOR QUESTIONNAIRE SIGNATURE PAGE

The Investor understands that the foregoing information will be relied upon by the Fund for the purpose of determining the eligibility of the Investor to purchase and own Interests in the Fund. The Investor agrees to notify the General Partner immediately if any representation, warranty or information contained in this Subscription Agreement, including the Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide such information and execute and deliver such documents regarding itself and all of its beneficial owners as the Fund may reasonably request from time to time to substantiate the Investor's status as an accredited investor, a qualified purchaser or to otherwise determine the eligibility of the Investor to purchase Interests in the Fund, to verify the accuracy of the Investor's representations and warranties herein or to comply with any law, rule or regulation to which the Fund, the General Partner or the Advisor may be subject, including compliance with anti-money laundering laws and regulations, or for any other reasonable purpose. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Fund and each Partner thereof from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including the Investor Data Sheet and Investor Questionnaire) or in any other document provided by the Investor to the Fund or in any agreement (other than the Partnership Agreement) executed by the Investor with the Fund or the General Partner in connection with the Investor's investment in Interests.

Signatures:

INDIVIDUAL:


(Signature)

(Print Name)

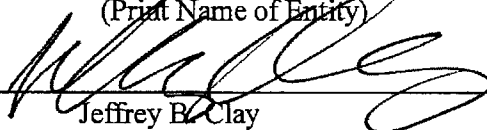
(Social Security Number)

PARTNERSHIP, CORPORATION, LIMITED
LIABILITY COMPANY, TRUST, CUSTODIAL
ACCOUNT, OTHER INVESTOR:


Public School Employees' Retirement System
(Print Name of Entity)



James H. Grossman, Jr.
Chief Investment Officer



Jeffrey E. Clay
Executive Director



(U.S. Taxpayer Identification)

DEFINITION OF "INVESTMENTS"

The term "investments" means:

- (1) Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the Investor that owns such securities, unless the issuer of such securities is:
 - (i) An investment company or a company that would be an investment company but for the exclusions or exemptions provided by the Investment Company Act of 1940, as amended (the "Investment Company Act"), or a commodity pool; or
 - (ii) A Public Company (as defined below); or
 - (iii) A company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements; provided, that such financial statements present the information as of a date within 16 months preceding the date on which the Investor acquires Interests;
- (2) Real estate held for investment purposes;
- (3) Commodity Interests (as defined below) held for investment purposes;
- (4) Physical Commodities (as defined below) held for investment purposes;
- (5) To the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;
- (6) In the case of an Investor that is a company that would be an investment company but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, or a commodity pool, any amounts payable to such Investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Investor upon the demand of the Investor; and
- (7) Cash and cash equivalents (including foreign currencies) held for investment purposes.

Real estate that is used by the owner or a Related Person (as defined below) of the owner for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of such owner or a Related Person of the owner, will NOT be considered real estate held for investment purposes; provided, that real estate owned by an Investor who is engaged

primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. However, residential real estate will not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Internal Revenue Code of 1986, as amended.

A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by the Investor who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or Financial Contracts in connection with such business may be deemed to be held for investment purposes.

“Commodity Interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

- (i) Any contract market designated for trading such transactions under the Commodity Exchange Act, as amended (the “Commodity Exchange Act”) and the rules thereunder; or
- (ii) Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

“Public Company” means a company that:

- (i) files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended; or
- (ii) has a class of securities that are listed on a Designated Offshore Securities Market, as defined by Regulation S of the Securities Act.

“Financial Contract” means any arrangement that:

- (i) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;
- (ii) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and
- (iii) is entered into in response to a request from a counter-party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

"Physical Commodities" means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

"Related Person" means a person who is related to the Investor as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Investor, or is a spouse of such descendant or ancestor; provided that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such an owner. "Family Company" means a company, partnership or trust that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations or trusts established by or for the benefit of such persons.

For purposes of determining the amount of investments owned by a company, there may be included investments owned by majority-owned subsidiaries of the company and investments owned by a company ("Parent Company") of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person's investments any investment held jointly with such person's spouse, or investments in which such person shares with such person's spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in the Fund are qualified purchasers, there may be included in the amount of each spouse's investments any investments owned by the other spouse (whether or not such investments are held jointly). There shall be deducted from the amount of any such investments any amounts specified by paragraph 2(a) of Annex 2 incurred by such spouse.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person's investments any investments held in an individual retirement account or similar account the investments of which are directed by and held for the benefit of such person.

[remainder of page intentionally left blank]

VALUATION OF INVESTMENTS

The general rule for determining the value of investments in order to ascertain whether a person is a qualified purchaser is that the value of the aggregate amount of investments owned and invested on a discretionary basis by such person shall be their fair market value on the most recent practicable date or their cost. This general rule is subject to the following provisos:

- (1) In the case of Commodity Interests, the amount of investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and
- (2) In each case, there shall be deducted from the amount of investments owned by such person the following amounts:
 - (a) The amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the investments owned by such person.
 - (b) A Family Company, in addition to the amounts specified in paragraph (a) above, shall have deducted from the value of such Family Company's investments any outstanding indebtedness incurred by an owner of the Family Company to acquire such investments.

[remainder of page intentionally left blank]

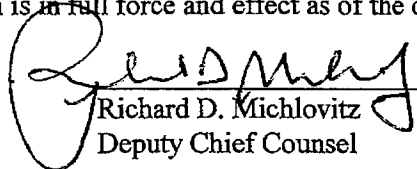
PSERB Resolution 2013-27
Signing of Contracts, Instruments, and Other Documents
June 12, 2013

RESOLVED, that the Public School Employees' Retirement Board authorizes any two or more of the persons occupying the following positions, namely, the Executive Director, Deputy Executive Director; Assistant Executive Director; Chief Financial Officer; Chief Investment Officer; Deputy Chief Investment Officer; Investment Operations Manager; Managing Director of Private Markets and Real Estate; Managing Director of Equities; Managing Director of Fixed Income; and Director of Investment Accounting and Budget to execute and deliver any and all contracts, instruments, or documents that require written signatures in the name of the Public School Employees' Retirement System (the "System"), and to endorse, assign, or guarantee all such contracts, instruments, or documents in the name of the System.

RESOLVED FURTHER, that (i) in the case of investment contracts, the Chief Investment Officer, Deputy Chief Investment Officer, Investment Operations Manager, Managing Director of Private Markets and Real Estate, Managing Director of Equities, or Managing Director of Fixed Income must be one of the two signatories, and the Executive Director, Deputy Executive Director, Assistant Executive Director, Chief Financial Officer, or Director of Investment Accounting and Budget must be one of the two signatories, except in exigent circumstances when the only authorized signatories who are available hold Investment Office positions; and (ii) in the case of all other contracts, the Executive Director, Deputy Executive Director, Assistant Executive Director, Chief Financial Officer, or Director of Investment Accounting must be one of the two signatories, except in exigent circumstances when none of the designated individuals is available.

...

I, Richard D. Michlovitz, Deputy Chief Counsel of the Public School Employees' Retirement Board, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at the meeting of the Public School Employees' Retirement Board held June 12, 2013, a quorum being present. It is further certified that said Resolution is in full force and effect as of the date hereof.


Richard D. Michlovitz
Deputy Chief Counsel

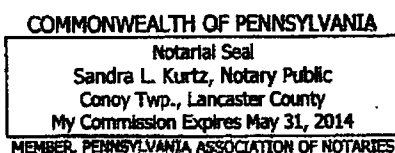
3/25/14
Date


COMMONWEALTH OF PENNSYLVANIA)

) SS.:

COUNTY OF DAUPHIN)

On this 15th day of March, 2014, before me, a Notary Public, the undersigned officer, personally appeared Richard D. Michlovitz, both to me known and known to me to be the duly appointed and acting Deputy Chief Counsel for the Commonwealth of Pennsylvania Public School Employees' Retirement System (the "System"), and who executed the foregoing instrument and duly acknowledged to me that he is duly authorized to execute such instrument on behalf of the System and executed the same for the purposes therein contained.




Notary Public in and for the Commonwealth
of Pennsylvania

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
Commonwealth of Pennsylvania Public School Employees' Retirement System

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☒ Other (see instructions) ▶ **Governmental Pension Fund**

Exemptions (see instructions):
 Exempt payee code (if any) **1**
 Exemption from FATCA reporting code (if any) **A**

Address (number, street, and apt. or suite no.)
5 North 5th Street

City, state, and ZIP code
Harrisburg, PA 17101-1905

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

Employer identification number


--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ **11/3/2014**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

PSERB Resolution 2014-04
Re: Palladium Equity Partners IV, L.P.
January 23, 2014

RESOLVED, that the Public School Employees' Retirement Board (the "Board") hereby invests an amount not to exceed \$75 million plus reasonable normal investment expenses, in Palladium Equity Partners IV, L.P., in accordance with the recommendation of Luke M. Jacobs, Senior Investment Analyst, Private Markets, dated January 23, 2014 and Portfolio Advisors, LLC., dated January 2, 2014. The final terms and conditions of the investment must be satisfactory to the Investment Office, the Office of Chief Counsel, and the Office of Executive Director, as evidenced either by the appropriate signatures on, or by a memo to that effect appended to, the implementing investment contract.

Palladium Equity Partners IV, L.P.
1270 Avenue of the Americas
Suite 2200
New York, NY 10020

_____, 2014

Commonwealth of Pennsylvania
Public School Employees' Retirement System
Five North Fifth Street
Harrisburg, Pennsylvania 17101

Attention: James H. Grossman, Jr.
Chief Investment Officer

Re: Investment by Commonwealth of Pennsylvania Public School Employees' Retirement System

Ladies and Gentlemen:

This letter (this "Letter") is being written in connection with the investment by Commonwealth of Pennsylvania Public School Employees' Retirement System (the "Investor") in Palladium Equity Partners IV, L.P., a Delaware limited partnership (the "Partnership"), pursuant to the Third Amended and Restated Limited Partnership Agreement of the Partnership dated as of February 28, 2014 (the "Agreement") among Palladium Equity Partners IV, L.L.C., as general partner of the Partnership (the "General Partner"), and the limited partners thereof (the "Limited Partners"). Capitalized terms used herein and not otherwise defined shall have the meanings given to them in the Agreement.

1. Most Favored Nation. The General Partner shall provide the Investor with a copy of all letter agreements or similar agreements (collectively, "Side Letters") entered into between the Partnership and any Limited Partner in connection with the admission of such Limited Partner. Neither the Partnership nor the General Partner shall enter into any Side Letter with any existing or future Limited Partner that has the effect of establishing the rights or otherwise benefiting such Limited Partner (other than as set forth in the Confidential Private Placement Memorandum of the Partnership, the "Memorandum") in a manner more favorable in any material respect than the rights and benefits established in favor of the Investor by the Agreement to the extent the Investor has made a Capital Commitment equal to or greater than such Limited Partner, unless the Investor is offered the opportunity to receive such rights and benefits of such Side Letter. The Investor acknowledges and agrees that the Investor will not, solely by reason of this paragraph, (A) be entitled to appoint a voting or non-voting representative to the LP Advisory Committee or (B) be entitled to receive any rights or benefits established in favor of (x) any employee or Affiliate of the General Partner, (y) any

other Limited Partner by reason of the fact that such other Limited Partner is subject to any laws, rules or regulations to which the Investor is not also subject or (z) certain Limited Partners as expressly set forth in the Agreement. The Investor shall notify the Partnership in writing, within thirty (30) days after the date it receives such Side Letter, of its election to receive the rights and benefits set forth therein.

2. Reservation of Immunities. The General Partner acknowledges that the Investor reserves all immunities, defenses, rights or actions arising out of its sovereign status under the Eleventh Amendment to the United States Constitution to which it currently is or may be entitled. No provision of the Agreement or the Subscription Agreement shall be construed as a waiver or limitation of such immunities, defenses, rights or actions. Notwithstanding the foregoing, the Investor hereby acknowledges that the foregoing in no way limits the obligations of the Investor, including to make Capital Contributions hereunder or under the Agreement or the Subscription Agreement.

3. Board of Claims Jurisdiction. Notwithstanding anything to the contrary in the Agreement or the Subscription Agreement, the General Partner agrees and acknowledges with the Investor that any legal proceeding involving any contract claim asserted against the Investor arising out of the Agreement or the Subscription Agreement or this Letter may be brought only and subject to the exclusive jurisdiction of the Board of Claims of the Commonwealth of Pennsylvania pursuant to 62 Pa. C.S. §§ 1721-1726, and that such proceeding shall be governed by the procedural rules and laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of law.

4. No Direct Indemnification. In compliance with the Investors' enabling legislation, 24 Pa. C.S. §8521, and consistent with Pennsylvania law, which prohibits the Investor from engaging in indemnification, the General Partner hereby confirms that the Agreement, the Subscription Agreement and any end-user, license or click-through agreement required to access or use any website designated by the General Partner for accessing Partnership information or in connection with paragraph 18 of this Letter do not impose any personal indemnification obligations on the Investor and shall not be applied or construed to require the Investor to provide indemnification directly to any person or entity thereunder. The Investor, however, acknowledges that it is obligated as a Limited Partner to make Capital Contributions and payments pursuant to the terms of the Agreement. By virtue of provisions of Pennsylvania law applicable to the Investor as a pension fund of the Commonwealth of Pennsylvania, in no event shall the liability of the Investor under the Agreement or the Investor's Subscription Agreement exceed an amount equal to, at the time of determination and without duplication, the sum of: (i) the Investor's then remaining Unpaid Capital Commitment; and (ii) any distributions received by the Investor that are recallable pursuant to the Agreement.

5. LP Advisory Committee. The Partnership and the General Partner hereby agree that so long as the Investor is a Limited Partner (and is not a Defaulting Limited Partner), the Investor shall be entitled to designate an individual whom the General Partner shall appoint as a member of the LP Advisory Committee, and the Investor shall be entitled to designate successors to such individual whom the General Partner shall appoint as a member of the LP Advisory Committee.

6. Distributions In Kind. If for any reason, the Partnership intends to make a distribution in securities to the Investor, the General Partner or the Advisor (at the written request and expense of, and in accordance with written instructions provided by, the Investor) shall use its reasonable best efforts to act for the Investor in the disposition of such securities and shall use its reasonable best efforts to sell such distributed securities on behalf of the Investor, subject to any applicable law and policies.
7. Accounting Standards. The General Partner agrees that it shall not knowingly and willfully take any action, or fail to take any commercially reasonable action, that would cause the auditor's report on the annual financial statements provided to the Investor pursuant to Section 7.3(a)(v)(E) of the Agreement to include any qualification due to scope limitation, lack of sufficient competent evidential matter, or a departure from U.S. generally accepted accounting principles, if such qualification would have a material adverse impact on the financial statements taken as a whole, taking into account commercially reasonable accounting methodologies for the Partnership's asset class.
8. Reporting Political Contributions. The General Partner (i) understands and acknowledges that it is subject to the reporting requirements set forth in 25 P.S. § 3260a, and (ii) if required to submit a report, confirms that it has submitted to the Investor's Executive Director a copy of its current report to the Secretary of the Commonwealth of Pennsylvania, and (iii) hereby agrees to submit a copy of each successive report to the Investor's Executive Director by February 15 of each year for so long as the Investor is a Limited Partner in the Partnership.
9. Notice of Indemnification. The General Partner will promptly notify the Investor of any actual or anticipated claim by any person for indemnification by the Partnership.
10. Opinion of Counsel. The General Partner agrees that for purposes of any provision of the Agreement or the Subscription Agreement requiring the delivery of an opinion of counsel by the Investor, an attorney from (i) the Office of General Counsel of the Commonwealth of Pennsylvania, (ii) the Office of Attorney General of the Commonwealth of Pennsylvania and (iii) in-house counsel to for the Investor may render any such opinion on behalf of the Investor.
11. Tax Exempt Status. The General Partner acknowledges that the Investor is an administrative agency of the Commonwealth of Pennsylvania and claims an exemption from U.S. federal, state and local taxes. Accordingly, the General Partner shall not withhold such taxes from income distributable to the Investor. In the event that a taxing authority makes a claim for such taxes attributable to the Investor's income, the General Partner shall notify the Investor in advance of making the required tax payments and provide the Investor with a reasonable opportunity to establish its tax exempt status; provided, that the General Partner determines that it would not subject the Partnership or its Partners to any liability or adverse consequences. In the event that the Investor incurs the payment of any taxes imposed by a foreign taxing authority, the General Partner shall, at the Investor's request, assist the Investor in seeking a refund of such tax payments (at the Investor's expense).

12. Disclosure Obligations. The General Partner acknowledges that the Investor is an administrative agency of the Commonwealth of Pennsylvania and may be required by law, including 24 Pa.C.S. §8502(e), and 65 P.S. §§67.101-67.3104 (Right-to-Know Law) to disclose to the public certain information that may be considered confidential under the Agreement (“Disclosure Obligations”). Therefore, notwithstanding anything to the contrary in the Agreement or in the Subscription Agreement, the General Partner hereby agrees that the Investor, without prior notice to or approval of the General Partner, may disclose to the public information required by its Disclosure Obligations. The General Partner acknowledges that the Investor may maintain the confidentiality of certain investment information under 24 Pa.C.S. §8502(e), as well as under 24 Pa.C.S. §8521. The Investor will not, without the prior written consent of the General Partner, (i) disclose any information regarding the identity, performance, or value of any Portfolio Company and any other proprietary business information relating to a Portfolio Company, including a pending disposition of a Portfolio Company or proposed investment in a Portfolio Company and (ii) disclose the Agreement and this Letter during the term of the Partnership; provided, that the Investor may disclose the Subscription Agreement. With respect to permitted disclosure, the Investor shall clearly indicate that such disclosures were not prepared or approved by the General Partner or the Partnership.

13. Placement Agents. (a) The General Partner hereby confirms that a Placement Agent (as defined below) was used in connection with the Investor’s investment in the Partnership. The General Partner has provided or will provide such information regarding its use of a Placement Agent as the Investor may request. A “Placement Agent” under this paragraph is any person (excluding regular, full-time employees of the General Partner unless a fee is charged to investors for the services of such employees) or entity hired, engaged, or retained by or acting on behalf of the General Partner or on behalf of another Placement Agent as a finder, solicitor, marketer, consultant, broker, lobbyist, or other intermediary to raise money or investments from or to obtain access to the Investor directly or indirectly.

(b) Notwithstanding anything to the contrary contained in the Agreement, the Investor shall not be obligated directly or indirectly to pay or bear the expense of any placement fees. The Partnership shall not pay any placement fees with respect to the Investor’s investment in the Partnership, unless such placement fees are fully offset by a reduction in Management Fee or fees otherwise payable to the General Partner under the Agreement.

(c) The General Partner shall provide notice to the Investor of any update or change to the information set forth in paragraphs 18(a) and 18(b) of this Letter within thirty (30) Business Days of becoming aware of such change.

(d) The General Partner further acknowledges and agrees that any material omission or inaccuracy in information submitted by the General Partner under paragraphs 18(a) and 18(b) of this Letter may result in the Investor having the discretion to cease making further Capital Contributions for new Portfolio Investments (and paying fees on Unpaid Capital Commitments), but shall remain responsible for payments relating to existing Portfolio Investments.

14. Fiduciary Duties. The General Partner acknowledges that the General Partner, as general partner of the Partnership, is a fiduciary with respect to the Partnership and that it has fiduciary duties to the Partnership and the Limited Partners as set forth and modified in the Agreement. In particular, the General Partner acknowledges that, in addition to the implied covenant of good faith and fair dealing, the General Partner owes a duty of loyalty to the Partnership as set forth and modified in the Agreement (i.e., to not act in bad faith and to not commit willful misconduct). In addition, the General Partner owes a duty of care to the Partnership as set forth and modified in the Agreement (i.e., to not act in a grossly negligent manner). Thus, the General Partner has liability for losses if it acts in bad faith or commits willful misconduct or otherwise acts in a grossly negligent manner, in each case as more fully set forth in and subject to Section 4.3 of the Agreement. The foregoing provisions in no way limit circumstances where the General Partner has express discretion (or otherwise express authority) to do certain acts, pursuant to the terms of the Agreement, wherein it may consider other interests subject in all cases to the implied contractual covenant of good faith and fair dealing. Furthermore, as investment advisor to the Partnership, the Advisor serves in a fiduciary capacity and its fiduciary duties to the Partnership are as provided and modified in the Advisory Agreement and the Agreement; provided, that it is understood that the foregoing in no way modifies the principles articulated in Section 5(c) of the Advisory Agreement with respect to indemnification and exculpation, including that the standard of care applicable to the Advisor shall be the same as that applicable to the General Partner under the Agreement.

15. Amendment. The General Partner agrees to seek an amendment to the Agreement to cause the phrase "\$500,000" in Section 5.4(k) of the Agreement to be replaced by "\$750,000."

16. Notice of Certain Matters. The General Partner shall promptly notify Investor of the institution of any litigation against the General Partner, the Advisor or Partnership, which, if determined adversely would have a material adverse effect on the Partnership in the General Partner's reasonable good faith opinion.

17. Notice of Transactions with Affiliates. The General Partner agrees, subject to applicable laws and agreements, to use commercially reasonable efforts to provide prior notice to the Investor with respect to transactions described in the first clause of the first proviso of Section 4.6(d) of the Agreement.

18. Disclosure. The General Partner hereby agrees that, in lieu of withholding any information from the Investor pursuant to Section 11.13(c) of the Agreement, the General Partner shall provide the Investor access to such information on the Partnership's website in password protected, non-downloadable, non-printable format, or through such other means, or in such other format, that provides the Investor with the information it requires to perform its statutory and fiduciary responsibilities; provided, in each case, that (i) the use of such procedure is legally sufficient to prevent any potential disclosure and (ii) the confidentiality and indemnification terms of the Agreement and this Letter shall control with respect to the parties to this Letter.

19. Partnership Counsel Conflict Waivers. Pursuant to the last sentence of Section 11.14 of the Agreement, the Investor hereby notifies the General Partner that it is against the policy of

the Investor to prospectively waive conflicts of interest, and the General Partner agrees that the Investor shall not be bound by that portion of Section 11.14 of the Agreement (including the fifth sentence thereof) requiring the Investor to prospectively waive conflicts of interest with respect to the Partnership.

20. Supplemental Confidentiality. The General Partner agrees that, in the event the General Partner, the Partnership, the Advisor or their respective Affiliates require the Investor to agree to any supplemental or different confidentiality obligations related to the confidential information described in the Agreement (including, without limitation, confidentiality obligations arising from any (i) end-user, license or click-through agreements required to access or use any website designated by the General Partner for accessing Partnership information or in connection with paragraph 18 of this Letter; (ii) the Investor (or its representatives) attending any annual meeting or investor conference; or (iii) the Investor's participation as a representative on the LP Advisory Committee), the parties agree that the confidentiality terms of the Agreement and this Letter shall control and such different or supplemental confidentiality terms are mere formalities (akin to clicking a button) required to access such information and shall not be binding on the Investor or any individual member of the Investor's staff.

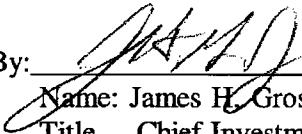
21. Management Fee. To the extent (i) the Investor makes a Capital Commitment to the Partnership of at least \$75 million but less than \$100 million as of the date the Investor is admitted to the Partnership and (ii) the Partnership accepts aggregate Capital Commitments of greater than \$600 million from Limited Partners that are not Affiliates of the General Partner, all references in Section 3(a) of the Advisory Agreement to a Management Fee rate of 2.0% will be replaced by a Management Fee rate of 1.85% with respect to Investor.

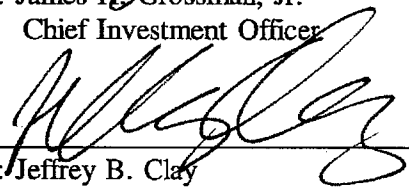
22. Miscellaneous. This Letter constitutes a valid and binding agreement of the General Partner and the Investor, enforceable against each of them in accordance with its terms. This Letter may be executed in counterparts, which, when taken together, constitute one and the same agreement. This Letter shall be governed by and construed in accordance with the laws of the State of New York. This Letter supplements the Agreement, as applicable between the Investor and the General Partner, and the Subscription Agreement and, to the extent of any conflict between the provisions of this Letter and the Agreement or the Subscription Agreement, the provisions of this Letter shall control with respect to the Investor.

SIGNATURES ON THE FOLLOWING PAGES

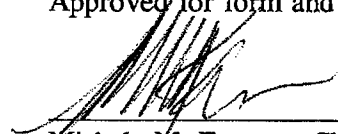
Acknowledged and agreed
as of the date first written above:

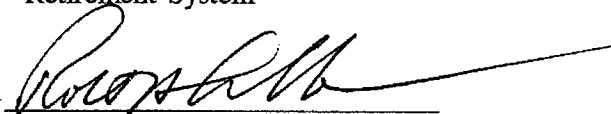
COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES' RETIREMENT
SYSTEM

By: 
Name: James H. Grossman, Jr.
Title: Chief Investment Officer

By: 
Name: Jeffrey B. Clay
Title: Executive Director

Approved for form and legality:

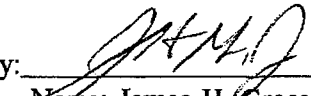

Michele M. Ferencz, Chief Counsel
Public School Employees'
Retirement System

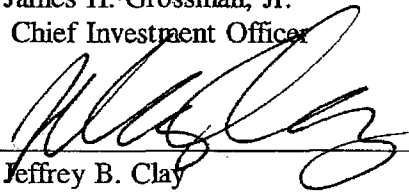

Chief Deputy Attorney General
Office of Attorney General

Deputy General Counsel
Office of General Counsel

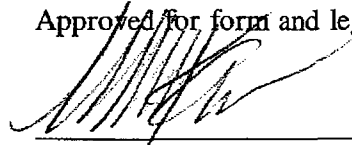
Acknowledged and agreed
as of the date first written above:

COMMONWEALTH OF PENNSYLVANIA
PUBLIC SCHOOL EMPLOYEES' RETIREMENT
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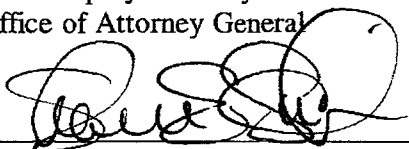
By: 
Name: James H. Grossman, Jr.
Title: Chief Investment Officer

By: 
Name: Jeffrey B. Clay
Title: Executive Director

Approved for form and legality:


Michele M. Ferencz, Chief Counsel
Public School Employees'
Retirement System

Chief Deputy Attorney General
Office of Attorney General


Deputy General Counsel
Office of General Counsel

If the above correctly reflects our understanding with respect to the foregoing matters, please so confirm by signing the enclosed copy of this Letter.

Sincerely,

PALLADIUM EQUITY PARTNERS IV, L.L.C., for itself
and as General Partner on behalf of Palladium Equity
Partners IV, L.P.

By: 

Name: Marcos A. Rodriguez
Title: Managing Member