SATURN PARTNERS LIMITED PARTNERSHIP III

SECOND AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT

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SATURN PARTNERS LIMITED PARTNERSHIP III

SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

THIS SECOND AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this "Agreement") of Saturn Partners Limited Partnership III, a Delaware limited partnership (the "Partnership"), is entered into as of the 22nd day of August, 2012, by and among the party listed in Schedule A as the General Partner and the parties listed in Schedule A as Limited Partners.

W I T N E S S E T H:

WHEREAS, the Partnership was organized as a limited partnership under the Act pursuant to (a) a Certificate of Limited Partnership dated October 22, 2009 and filed in the office of the Secretary of State of Delaware on October 23, 2009 (the "Certificate"), and (b) an Agreement of Limited Partnership dated as of October 22, 2009 (the "Original Agreement");

WHEREAS, the Original Agreement was amended and restated in its entirety by the Amended and Restated Limited Partnership Agreement of the Partnership dated as of March 31, 2011 (the "First Restated Agreement");

WHEREAS, the First Restated Agreement was amended to extend the Final Closing Date to December 31, 2012;

WHEREAS, the parties desire to enter into this Agreement in order to amend and restate in its entirety the First Restated Agreement, as amended; and

WHEREAS, certain capitalized terms used in this Agreement are defined in Section 10.1;

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend and restate the First Restated Agreement as follows:

ARTICLE 1
CONTINUATION; NAME; PURPOSE

Section 1.1. Continuation. The Partners hereby continue the Partnership as a limited partnership pursuant to the Act.

Section 1.2. Name. The name of the Partnership shall be "**Saturn Partners Limited Partnership III**" or such other name as the General Partner may from time to time determine. The General Partner may, in its sole discretion, conduct all or part of the business of the Partnership under one or more assumed or trade names, and the General Partner shall file on behalf of the Partnership such assumed or fictitious name certificates as may from time to time be required by law.

Section 1.3. Principal Place of Business. The principal place of business and principal office of the Partnership, unless changed by the General Partner, shall be 75 Federal Street, Suite 1320, Boston, Massachusetts 02110. The General Partner shall promptly notify the Limited Partners of any change in the Partnership's principal place of business or principal

office. The Partnership may maintain such additional offices and places of business as the General Partner may determine, in its sole discretion.

Section 1.4. Purpose. Subject to the terms and conditions of this Agreement, the purpose of the Partnership is to (a) acquire, purchase, own, hold, invest in, manage, vote, finance, refinance, pledge, sell, dispose of, and otherwise deal in and with equity and debt securities, including common, preferred, and other capital stock, partnership interests, beneficial interests in trusts, options, warrants, rights, bonds, debentures, notes, convertible securities, and secured and unsecured loans and other securities and debt and equity interests of whatever kind ("Securities") of Portfolio Companies, including early stage development and other companies focusing strategically on disruptive technologies and special opportunities, (b) engage in any other such activities as the General Partner deems necessary, advisable, convenient or incidental thereto, and (c) engage in any business which may lawfully be conducted by a limited partnership formed pursuant to the Act and carry on any business relating thereto arising therefrom. In furtherance of the foregoing purposes, the General Partner shall have such rights, power and authority as are provided in Article 3.

Section 1.5. Registered Office and Registered Agent for Service of Process. The address of the Partnership's registered office in the State is c/o The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name and address of the Partnership's agent for service of process in the State is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The General Partner may, in its sole discretion with notice to each Limited Partner, change the Partnership's registered office in the State and/or agent for service of process in the State.

Section 1.6. Term. The Partnership shall, subject to Articles 4 and 6, continue in full force and effect until the tenth anniversary of the Principal Closing Date (the "Expiration Date"), provided, that (a) the General Partner shall have the option to extend the Expiration Date for up to three additional one year periods to permit an orderly liquidation of the Partnership's investments by providing written notice to the Limited Partners of its election to exercise such option no less than sixty (60) days prior to the applicable Expiration Date and (b) thereafter, the Expiration Date may be extended by the General Partner with Two-Thirds Consent of the Limited Partners.

Section 1.7. Partnership Powers. In furtherance of the purposes specified in Section 1.4 and without limiting the generality of Section 3.1, the Partnership and the General Partner, acting on behalf of the Partnership or on its own behalf and in its own name, as appropriate, shall be empowered to do or cause to be done any and all acts deemed by the General Partner, in its sole judgment, to be necessary, advisable, convenient or incidental in furtherance of the purposes of the Partnership, including the power and authority:

(a) to acquire, purchase, own, hold, invest in, manage, or Transfer the Partnership's interests in Securities or any other investments made or other property held by the Partnership, in accordance with and subject to the investment guidelines and restrictions set forth in Article 3;

(b) to establish, have, maintain or close one or more offices within or without the State of Delaware and in connection therewith to rent or acquire office space and to engage personnel for administrative purposes;

(c) to open, maintain and close bank and brokerage accounts, including the power to draw checks or other orders for the payment of moneys, and to invest such funds as are temporarily not otherwise required for Partnership purposes in Temporary Investments;

(d) to bring, defend, prosecute, appeal, and settle (i) actions and proceedings at law or in equity before any court or other judicial body, (ii) any case in bankruptcy or insolvency, receivership or similar proceeding, (iii) any regulatory proceeding or investigation before any governmental, administrative or other regulatory agency, body or commission, and (iv) any arbitration proceedings;

(e) to (i) hire or employ agents, accountants, attorneys, consultants, and other Persons to carry out the business and operations of the Partnership and delegate to such Persons powers or authorities of the General Partner hereunder, (ii) pay fees and other compensation to such Persons, and (iii) reimburse such Persons for costs and expenses incurred on behalf of, or in connection with services provided for, the Partnership;

(f) to enter into and carry out the terms of the Subscription Agreements without any further act, approval or vote of any Partner (including any agreements related to the purchase by any Person of a limited partner interest in the Partnership);

(g) subject to Section 3.3(d), to (i) incur, create, assume, novate, guaranty, or otherwise be or become liable for any indebtedness (for borrowed money, Bridge Financings or otherwise), (ii) guaranty any indebtedness of any Portfolio Company, (iii) issue evidences of any such indebtedness, (iv) pay, prepay, extend, or amend or otherwise modify the terms of any such indebtedness, and (v) secure any such indebtedness, by mortgage, deed of trust, pledge, charge, security interest, or other lien on any or all assets or property of the Partnership;

(h) to make all elections, investigations, evaluations and decisions, binding the Partnership thereby, that may, in the sole judgment of the General Partner, subject to the investment guidelines and restrictions set forth in Article 3, be necessary, appropriate or convenient for the acquisition, holding or disposition of Securities by the Partnership;

(i) subject to the provisions of Articles 7 and 8, to cause the Partnership to make or revoke any tax election required or permitted to be made or revoked under the Code, the Treasury Regulations, or any applicable state, local or foreign tax law;

(j) to establish and maintain reserves for contingent liabilities of the Partnership;

(k) to obtain and maintain in force policies of insurance;

(l) to exercise all powers and authority granted by the Act to the General Partner, except as otherwise provided in this Agreement;

(m) to qualify or register the Partnership to do business as a foreign limited partnership in any jurisdiction;

(n) to vote or grant proxies on behalf of the Partnership and to exercise, waive or release all other rights, powers, and options of the Partnership in respect of the Securities and other Partnership assets;

(o) to enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the offer and sale of limited partner interests in the Partnership or to the accomplishment of the Partnership's purposes, including, the Management Agreement, and to take or omit to take such other action in connection with such offer and sale or with the business of the Partnership as may be necessary or desirable to further the purposes of the Partnership; and

(p) to carry on any other activities necessary to, in connection with, or incidental to any of the foregoing or the Partnership's business.

ARTICLE 2
PARTNERS; CAPITAL

Section 2.1. General Partner Capital Commitment. On the Principal Closing Date and at each closing thereafter, the General Partner shall, or shall cause its Affiliates to, make a Capital Commitment to the Partnership in an amount such that upon completion of such closing the Capital Commitment of the General Partner or its Affiliates represents at least 1% of the aggregate Capital Commitments of all the Partners. The General Partner or its Affiliates shall make Capital Contributions to the Partnership from time to time in accordance with Section 2.4(c).

Section 2.2. Admission and Capital Commitments of Limited Partners. The General Partner in its sole discretion subject to the terms and conditions of this Agreement is authorized to offer, issue and sell Units in the Partnership and to admit to the Partnership Limited Partners that purchase such Units. The names, addresses, and Capital Commitments of the Limited Partners admitted on the Initial Closing Date are as set forth on Schedule A (the "Initial Limited Partners", each an "Initial Limited Partner"). The General Partner may have a principal closing (the "Principal Closing") on such date that the Partnership, together with any Co-Investment Vehicle, in the aggregate have obtained, as determined by the General Partner, subscriptions for Units representing capital commitments of at least $25,000,000 (including capital commitments of investors admitted prior to the Principal Closing), or any such lesser amount determined by the General Partner with the consent of each Limited Partner (such date, the "Principal Closing Date"). Notwithstanding the foregoing, prior to the Principal Closing Date the General Partner may have interim closings. From the period commencing on the Principal Closing Date and ending December 31, 2012 or such earlier date as determined by the General Partner in its sole discretion (the "Final Closing Date"), the General Partner, in its sole discretion, may at any time and from time to time schedule one or more additional closings for such Persons as may be accepted by the General Partner for admission to the Partnership, provided that without the Two-Thirds Consent of the Limited Partners, the General Partner will not accept a subscription for Units in the Partnership if such subscription would cause the aggregate Capital Commitments of the Partners to exceed $150 million. The admission of each person as an Initial Limited Partner of the Partnership and the admission of each person as a Limited Partner of the Partnership at a closing on any date after the Initial Closing Date (each an "Additional Limited Partner", which term shall include, in its capacity as such, any Person that is

a Limited Partner immediately prior to such additional closing and that wishes to increase the amount of its Capital Commitment) shall be subject to the satisfaction of the following conditions, as determined by the General Partner, in its good faith judgment:

(a) Each Initial Limited Partner and each Additional Limited Partner shall have executed and delivered such instruments and shall have taken such actions as the General Partner shall deem necessary or desirable to effect such admission or increase, including the execution of a Subscription Agreement and a counterpart of this Agreement.

(b) Such admission or such increase shall not result in a violation of any term or condition of this Agreement and, as a result of such admission or such increase, the Partnership shall not (i) be required to register as an investment company under the Investment Company Act or (ii) become taxable as a corporation under the Code.

(c) On the date of its admission to the Partnership or the date of such increase, as the case may be, or on any other date as determined by the General Partner:

(i) with respect to Initial Limited Partners, the General Partner shall issue to each Initial Limited Partner a Notice of Drawdown in accordance with Section 2.4(b), requiring each Initial Limited Partner to make a Capital Contribution to the Partnership in such amount as shall be determined by the General Partner;

(ii) with respect to Additional Limited Partners, the General Partner shall issue to each Additional Limited Partner a Notice of Drawdown in accordance with Section 2.4(b), requiring each Additional Limited Partner to make a Capital Contribution to the Partnership in such amount as shall be determined by the General Partner, together with a premium of 5% per annum on such amount calculated from the Principal Closing Date through the Due Date of each applicable Drawdown. Any such premium may be reduced by the General Partner in its sole discretion, and shall not be considered a Capital Contribution or taken into account in determining such Additional Limited Partner's Capital Account, Invested Amount, or Remaining Capital Commitment or the Management Fee payable in accordance with Section 3.2(c); and

(iii) A Person shall be admitted to the Partnership as an Additional Limited Partner (or its increased Capital Commitment shall become effective) when such Person is listed as a limited partner of the Partnership (or the increased Capital Commitment is noted) on Schedule A. The General Partner shall amend Schedule A as appropriate to show the name and business address of each Additional Limited Partner and the amount of its Capital Commitment (or increased Capital Commitment). Neither the admission of an Additional Limited Partner nor an increase in the amount of an Additional Limited Partner’s Capital Commitment shall be a cause for dissolution of the Partnership.

Section 2.3. Application of Capital Contributions and Other Payments by Additional Limited Partners.

(a) All or any portion (as determined in the sole discretion of the General Partner) of the Capital Contributions made by the Additional Limited Partners pursuant to Section 2.2(c)(ii) may be retained by the Partnership. Any portion (or, if applicable, all) of the Capital Contributions not so retained and any premium paid by the Additional Limited Partners pursuant to Section 2.2(c)(ii) shall be remitted to the previously admitted Limited Partners pro rata in accordance with their Capital Contributions. Any amount remitted to the previously admitted Limited Partners pursuant to this Section 2.3(a) shall be treated for all purposes of this Agreement and for all accounting and tax reporting purposes as a payment made directly from the Additional Limited Partners to the previously admitted Limited Partners and not as an item of the Partnership's income, gain, loss, deduction, contribution or distribution.

(b) Each amount remitted to any previously admitted Limited Partner under Section 2.3(a) (not including any amount representing a premium under Section 2.2(c)(ii) as determined by the General Partner) shall be applied to increase such Limited Partner's Remaining Capital Commitment, may be called again by the Partnership as provided in Section 2.4 and shall not be considered a Return of Capital Amount. Any remittances paid to any Limited Partner under Section 2.3(a) (including, for the avoidance of doubt, any such premium) shall, in accordance with section 707(a) of the Code, be treated for all purposes of this Agreement and for all accounting and tax reporting purposes as payments made directly from the Additional Limited Partner to the Limited Partners participating in such remittance and not as items of Partnership income, gain, loss, deduction, contribution or distribution. Upon completion of the Capital Contributions under Section 2.2(c) and the remittances under Section 2.3(a), an Additional Limited Partner shall succeed to the Capital Contributions of the previously admitted Partners to which such remittances relate (not including any premium included therein), as appropriate, and the Capital Contributions of the previously admitted Partners shall be decreased accordingly.

(c) Any Capital Contributions made by an Additional Limited Partner pursuant to Section 2.2(c)(ii) shall be paid to the Manager, so long as the Management Agreement is in effect, or the General Partner, if the Management Agreement with the Manager has been terminated in accordance with the terms thereof, in satisfaction of the additional Management Fee due in relation to the admission of such Additional Limited Partner.

Section 2.4. Capital Contributions by the Partners.

(a) Capital Contributions. Each Partner shall make Capital Contributions to the Partnership in an aggregate amount not to exceed the Capital Commitment set forth opposite its name in Schedule A, provided that each Partner's Remaining Capital Commitment may be increased as provided in Sections 2.3, 2.5, 2.6 and 3.3(c)(ii) and decreased as provided in Section 2.7.

(b) Limited Partner Drawdowns. Subject to Sections 2.7 and 2.9 and in addition to any Capital Contributions made pursuant to Section 2.2, Capital

Contributions of each Limited Partner may be drawn down from one or more Limited Partners from time to time as determined by the General Partner and shall be paid in one or more Drawdowns, subject to the following terms and conditions:

(i) The General Partner shall issue, at least ten (10) business days prior to the Due Date (as defined below), to each Limited Partner in connection with each Drawdown a notice (a "Notice of Drawdown") that shall:

(A) make reference to this Agreement and state that it is a Notice of Drawdown hereunder;

(B) specify the amount of the Drawdown required to be made by such Limited Partner, the amount of which shall not exceed such Limited Partner's Remaining Capital Commitment (after giving effect to any adjustments contemplated by Section 2.4(a));

(C) specify the date on which such Limited Partner's required Drawdown is due to the Partnership (the "Due Date"); and

(D) provide wire transfer instructions for such Limited Partner's Drawdown.

(ii) In the event the Drawdown required of the Limited Partner increases prior to the date the Drawdown is expected to occur, the General Partner shall give prompt notice of the increase to such Limited Partner who shall then pay any additional Capital Contribution thereby required by the date specified in such notice.

(iii) Each Limited Partner shall pay to the Partnership in cash the Drawdown specified in any Notice of Drawdown issued to such Limited Partner on or before the Due Date set forth in such Notice of Drawdown and otherwise in accordance with such Notice of Drawdown.

(c) General Partner Drawdowns. On (or prior to) the Principal Closing Date, the General Partner shall make a Capital Contribution to the Partnership in an amount so that it shall have contributed an amount equal to its proportionate share of all Capital Contributions (other than Capital Contributions used to pay the Management Fee) made by Limited Partners as of the Principal Closing Date (after giving effect to any rebalancing of the Capital Contributions of the Limited Partners in accordance with Section 2.5 and the admittance of any Additional Limited Partners in accordance with Section 2.2). Thereafter, on or before each Due Date, the General Partner (or its Affiliates) shall make a corresponding Capital Contribution in cash in an amount equal to its pro rata share (based on Remaining Capital Commitments) of the total Drawdowns to be made on such Due Date by the Limited Partners, without regard to any Excused Partner or Defaulting Limited Partner, provided that such Capital Contribution shall not exceed the General Partner's Remaining Capital Commitment.

(d) Notwithstanding anything to the contrary in Section 2.4(b)(iii) and 2.4(c), if the General Partner, the Manager, any member of the Management Team

or any of their Affiliates has purchased or bridged an investment in a Portfolio Company prior to a close to temporarily hold title in order to facilitate its acquisition by the Partnership, such General Partner, Manager, member of the Management Team or any of their Affiliates may contribute such Portfolio Company investment to the Partnership in complete or partial satisfaction of a Drawdown. Such contributed Portfolio Company investment shall be deemed to have a value equal to the cost of such investment to such contributing Person (including interest, carrying costs, costs of due diligence and closing costs not reimbursed by the Portfolio Company).

Section 2.5. Rebalancing of Capital Contributions as of the Principal Closing Date. As of and/or after the Principal Closing Date, the Partnership may rebalance the Capital Contributions of the Limited Partners so that each Limited Partner has contributed the same percentage of its Capital Commitment to the Partnership (without regard to any distributions made in accordance with Section 7.5). In connection therewith, the Partnership may require one or more Limited Partners admitted prior to the Principal Closing Date to make additional Capital Contributions to the Partnership and such Capital Contributions (or any portion thereof) may be retained by the Partnership. Any portion (or, if applicable, all) of the Capital Contributions not so retained may be remitted to the Limited Partners not required to make a Capital Contribution as appropriate, as determined by the General Partner, in order to affect such rebalancing, provided that any amount remitted to any Limited Partner shall be applied to increase such Limited Partner's Remaining Capital Commitment, may be called again by Partnership as provided in Section 2.4 and shall not be considered a Return of Capital Amount. Any remittances paid to any Limited Partner under this Section 2.5 shall, in accordance with section 707(a) of the Code, be treated for all purposes of this Agreement and for all accounting and tax reporting purposes as payments made directly from the Limited Partner making the Capital Contribution to the Limited Partners participating in such remittance and not as items of Partnership income, gain, loss, deduction, contribution or distribution. Upon completion of any remittances in accordance with this Section 2.5, a Limited Partner making a Capital Contribution in accordance with this Section 2.5 shall succeed to the Capital Contributions of the Limited Partners to which such remittances relate, as appropriate, and the Capital Contributions of the Limited Partners participating in the remittance shall be decreased accordingly.

Section 2.6. Return of Capital Contributions. If any proposed Portfolio Investment, with respect to which there has been a Drawdown of Capital Contributions pursuant to Section 2.4, is not consummated or if the amount of funds drawn down for any particular Portfolio Investment exceeds the amount necessary to consummate such Portfolio Investment, the General Partner, in its sole discretion, may either return such funds or such excess amount of funds together, in each case, with any interest or gains thereon (net of any Partnership Expenses in respect thereof), to the Partners in the same proportions that such funds were contributed by the Partners or may retain such amounts for application to future Portfolio Investments or Partnership Expenses. The Remaining Capital Commitments of each Partner shall be increased by any funds or excess amount of funds so returned (not including any interest or gains received on such amounts in excess of related Partnership Expenses). The General Partner shall make such allocations and adjustments as may be required to reflect the provisions of this Section 2.6, including the allocation to each Partner of any interest or gains the proceeds of which are distributed to that Partner under this Section 2.6.

Section 2.7. Excused Investments. A Partner may be excused by the General Partner from making a Capital Contribution with respect to a Portfolio Investment (an "Excused Investment" and such Partner, an "Excused Partner") if (i) such Limited Partner reasonably determines that the making of such Capital Contribution as set forth in the Notice of Drawdown

is prohibited by a law or regulation applicable to such Limited Partner and delivers an opinion of counsel (which opinion and counsel shall be reasonably satisfactory to the Partnership) to such effect or (ii) the General Partner determines, after consultation with counsel, that the making of such Capital Contribution as set forth in the Notice of Drawdown is prohibited by a law or regulation. If a Limited Partner is excused from a Capital Contribution under this Section 2.7, the General Partner may, in its sole discretion (i) reduce the amount of such Excused Partner's Remaining Capital Commitment to the Partnership by the amount that such Partner would otherwise have been required to contribute to the Partnership in respect of the Excused Investment or (ii) increase the amount of any future Drawdown from an Excused Partner relating to future Portfolio Investments, provided that any such increase shall not exceed the amount of the prior Drawdown for which such Limited Partner was excused. A Limited Partner that is excused from a Portfolio Investment under this Section 2.7 shall have no right to receive any distributions, or allocations of income, gain, losses, credits and deductions, in respect of such Excused Investment.

Section 2.8. Mandatory Sale of Units. If at any time the General Partner determines, after consultation with the affected Limited Partner and counsel to the General Partner, that there is a reasonable likelihood that the continuing participation in the Partnership by any Limited Partner would have a Material Adverse Effect, such Limited Partner will, upon (i) the receipt of an opinion of such counsel to such effect reasonably satisfactory to such Limited Partner and (ii) the written request by the General Partner, use commercially reasonable efforts to Transfer all of the Units in the Partnership held by such Limited Partner (or such portion of its Units that, in the sole discretion of the General Partner, is sufficient to prevent or remedy such Material Adverse Effect) to any Person at a price reasonably acceptable to such Limited Partner in accordance with, and subject to the conditions of Sections 5.1 and 5.3. The General Partner shall make such revisions of Schedule A as may be necessary or appropriate to reflect any Transfers pursuant to this Section 2.8.

Section 2.9. Failure to Make Capital Contributions. If any Limited Partner fails to make any Capital Contribution to the Partnership within ten (10) days following the Due Date, it shall be deemed to be in default hereunder (a "Default" and such Limited Partner, a "Defaulting Limited Partner"). After a Default, the Defaulting Limited Partner shall pay interest at the rate of eight percent per annum, compounded monthly, on all amounts owed by the Defaulting Limited Partner to the Partnership. The Partnership, in the sole discretion of the General Partner, may, in addition to such other rights and remedies as may be available to it under applicable law, elect in its discretion, any one or more of the remedies set forth in this Section 2.9. The election by the Partnership of any one or more of the remedies specified in this Section 2.9 shall not limit the right of the Partnership to exercise any other remedies, whether set forth in this Section 2.9 or otherwise.

(a) The Partnership may commence legal proceedings against any Defaulting Limited Partner to collect any and all amounts due and unpaid plus interest thereon and all costs and expenses of collection (including costs of experts, investigative expenses and fees and disbursements of counsel).

(b) The Partnership may, in the sole discretion of the General Partner, require the Defaulting Limited Partner to offer and sell the Defaulting Interest upon the terms and conditions of this Section 2.9(b).

(i) The Partnership shall offer the Defaulting Interest first to the Limited Partners other than the Defaulting Limited Partner. If the Limited

Partners, either singly or collectively, fail to accept such offer, the Partnership may either terminate the offer or offer the Defaulting Interest to the General Partner (or its designee).

(ii) The price for the Defaulting Interest shall be specified by the General Partner in its sole discretion without liability to any Partner, provided the price shall include the assumption of all obligations of the Defaulting Limited Partner under this Agreement with respect to the Defaulting Interest, including the obligation to make the remaining Capital Contributions relating to the Defaulting Interest.

(iii) The General Partner shall give notice of any offer to purchase a Defaulting Interest to each of the Limited Partners entitled to participate therein under Section 2.9(b)(i) (the "Offeree Partners"). The Offeree Partners shall have such period as the General Partner may prescribe (but not less than fifteen (15) days in any case) in which to accept any offer to purchase a Defaulting Interest. If more than one Offeree Partner desires to purchase a Defaulting Interest, all Offeree Partners shall be entitled to purchase a ratable portion of the Defaulting Interest based on their respective Capital Commitments.

(iv) Any purchase of a Defaulting Interest shall take place at a closing held at a time and place specified by the General Partner. At the closing the purchase price for a Defaulting Interest shall be paid in cash to, unless the General Partner determines otherwise, the Partnership which may retain the entire purchase price for its own account. The Defaulting Limited Partner (or the General Partner or other Person acting as attorney-in-fact for the Defaulting Limited Partner as provided in Section 9.1) shall execute and deliver such agreements, instruments, and other documents as are necessary or convenient to transfer to the purchaser all of the Defaulting Interest, free and clear of all liens, encumbrances, and restrictions, other than those imposed under this Agreement.

(v) If a Defaulting Interest is purchased by a Person that is not a Partner, such Person may become a Substituted Limited Partner if the requirements of Article 5 are satisfied.

(vi) Subject to this Section 2.9(b), the General Partner may prescribe the terms and conditions of any sale of a Defaulting Interest.

(vii) The obligations of a Defaulting Limited Partner to the Partnership shall not be extinguished by the sale of its Defaulting Interest, but only by, and to the extent of, the payments made in the Defaulting Limited Partner's place by any purchaser of the Defaulting Interest.

(c) The Partnership may, in the sole discretion of the General Partner, require the Defaulting Limited Partner to forfeit the Defaulting Interest, in which case the Defaulting Interest shall be reallocated on a pro rata basis among all the Limited Partners other than the Defaulting Limited Partner based on their respective Capital Commitments. No payment shall be made by the Partnership or any Partner to a Defaulting Limited Partner on account of such a forfeiture. The Defaulting Limited

Partner (or the General Partner or other Person acting as attorney-in-fact for the Defaulting Limited Partner as provided in Section 9.1) shall execute and deliver such documents as may be required to effect any such forfeiture. The obligations of the Defaulting Limited Partner to the Partnership shall not be extinguished by the forfeiture of any Defaulting Interest.

(d) The Partnership shall have the right to withhold any distributions to any Defaulting Limited Partner that would otherwise be made pursuant to Article 7, and to apply and set off the amount of such distributions against amounts due to the Partnership from such Defaulting Limited Partner.

(e) A Defaulting Limited Partner may be subject to further remedies of the Partnership under this Section 2.9 if the Defaulting Limited Partner fails to pay further amounts to the Partnership. Any further forfeitures and mandatory sales under Sections 2.9(b) and (c) will be calculated as a percentage of the Defaulting Limited Partner's Capital Commitment without giving effect to any previous forfeitures or mandatory sales.

(f) The Partners acknowledge that in the event a Limited Partner fails to make its agreed Capital Contributions in accordance with this Agreement, the Partnership would suffer significant damages that could not reasonably be calculated. Accordingly, this Section 2.9 represents specified penalties or specified consequences pursuant to Section 17-306 of the Act.

(g) If any Defaulting Limited Partner has a representative on the Limited Partner Committee or any other board related to the Partnership, such representative shall be removed from the Limited Partner Committee or such other board.

Section 2.10. Partnership Capital; Loans by Partners.

(a) The capital of the Partnership shall be the aggregate amount of the Capital Contributions made to the Partnership.

(b) No Partner shall be required to lend any funds to the Partnership. Except as provided in this Section 2.10(b), no Partner shall have the right to make any loans to the Partnership. Subject to Section 3.3(d), the General Partner, the Manager or its Affiliates may (i) advance monies to the Partnership as necessary or convenient for the conduct of the Partnership's business upon commercially reasonable terms, and (ii) cause the Partnership to borrow money from another Partner upon such terms as may be mutually agreed. If any Partner shall lend any monies to the Partnership, the amount of any such loan shall not constitute an increase in the amount of such Partner's Capital Commitment nor affect in any way such Partner's share of the profits, losses, and distributions of the Partnership. Any loans by a Partner shall be repayable from any available funds of the Partnership as determined by the General Partner.

Section 2.11. Withdrawal of Capital; Partition. Except as otherwise expressly provided in this Agreement, no Partner shall have any right (a) to withdraw from the Partnership all or any part of such Partner's Capital Contributions, or (b) to receive property or cash of the Partnership in return of such Partner's Capital Contributions. Each of the Partners, to the fullest

extent permitted by law, irrevocably waives any right to maintain an action for partition with respect to any property or other assets of the Partnership or to commence an action seeking dissolution of the Partnership under the laws of the State of Delaware.

Section 2.12. Liability of Partners.

(a) No Partner shall be required to make any Capital Contributions to the Partnership in excess of its Capital Commitment. No Limited Partner shall be liable for the debts, liabilities, contracts, or other obligations of the Partnership in excess of such Limited Partner's Capital Commitment except as otherwise required by the Act.

(b) The General Partner shall have no personal liability for the repayment of the Capital Contribution of any Limited Partner or to repay to the Partnership any portion or all of any balance of less than zero in its Capital Account.

Section 2.13. Blocker Structure.

(a) In the event the Partnership proposes to acquire a Portfolio Investment that is an equity investment in an Operating Partnership (a "Blocker Investment"), the General Partner shall provide each ECI Partner the opportunity to participate in that Blocker Investment through a domestic entity that is established and owned by the Partnership and that is treated as a corporation for U.S. federal income tax purposes (a "Blocker Entity"). No later than twenty (20) days prior to the Partnership's acquisition of an interest in a Blocker Investment, the General Partner shall provide each ECI Partner with notice of that proposed investment. An ECI Partner may, within ten (10) days after receiving notice of the Partnership's proposed acquisition of the Blocker Investment, elect to hold its interest in the Blocker Investment through the Blocker Entity by providing the General Partner with notice of that election. Capital Contributions to the Partnership by an ECI Partner that elects to hold its interest in a Blocker Investment through the Blocker Entity that otherwise would have been invested directly in that Blocker Investment shall instead be contributed by the Partnership to the Blocker Entity, and the Blocker Entity shall invest the capital contributed to it in the applicable Blocker Investment.

(b) Notwithstanding any other provision of this Agreement, adjustments shall be made, as determined by the General Partner in good faith, to the amounts distributed to the General Partner and the ECI Partners pursuant to this Agreement so that, to the maximum extent possible, the net distributions received by the General Partner from the Partnership are the same as the General Partner would have received if each Blocker Investment were made directly by the Partnership rather than through a Blocker Entity, including, for the avoidance of doubt, after taking into account any discount, as determined by the General Partner in good faith, on any disposition of a Blocker Entity from the amount the Blocker Entity would have received if the portion of the Blocker Investment held through such Blocker Entity were disposed of rather than such Blocker Entity.

(c) Each ECI Partner acknowledges and agrees that all costs and expenses (including taxes) reasonably incurred in connection with establishing, maintaining, disposing of, or liquidating a Blocker Entity or with a Blocker Entity's

acquisition, ownership and disposition of Blocker Investments or any other assets held by the Blocker Entity shall be borne by the ECI Partners in proportion to their respective interests in the Blocker Entity, as determined in good faith by the General Partner. In the event that costs and expenses (including taxes) are incurred that are not paid out of cash flow to such Blocker Entity from Blocker Investments and any other assets held by the Blocker Entity, the ECI Partners shall, at the General Partner's request, promptly contribute an amount of cash to the Partnership equal to their proportionate shares of such excess costs and expenses, as determined in good faith by the General Partner. Any contribution by an ECI Partner to defray such costs and expenses shall not constitute a Capital Contribution and, consequently, shall not reduce the Remaining Capital Commitment or increase the Capital Account of such ECI Partner. Notwithstanding any other provision of this Agreement, the General Partner shall have full authority to interpret any provision of this Agreement and to make such adjustments as are necessary to give effect to the intent of this Section 2.13 as determined in good faith by the General Partner.

ARTICLE 3
MANAGEMENT, EXPENSES AND INDEMNIFICATION

Section 3.1. Management.

(a) The management, control, operation and policy of the Partnership shall be vested exclusively in the General Partner (including its duly appointed agents), and the General Partner shall have the power by itself (or through such agents) 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 (including the payment of Partnership obligations) and enter into and perform all contracts and other undertakings, consistent with the provisions of this Agreement, that it may in its discretion deem necessary, advisable, convenient or incidental thereto, including the Management Agreement. Notwithstanding the foregoing, the General Partner shall be permitted to delegate to third parties some or all of its management authority over all Investments, asset dispositions, distributions and other affairs of the Partnership, provided that the General Partner and/or its Affiliates will retain the responsibilities of conducting the offer and sale of Units, making requests for payment of Capital Commitments, determining the timing and amounts of distributions to Partners, and supervising any liquidation of the Partnership.

(b) No Limited Partner shall participate in the management of, or have any control over, the business or affairs of the Partnership or have any right, power, or authority to act for or bind the Partnership, provided, however, this Section 3.1(b) shall not limit (i) the exercise by the Limited Partners of any voting, consent, or approval rights provided for in this Agreement or under the Act, (ii) any Limited Partner that is also a General Partner and is acting in its capacity as such, (iii) any Limited Partner that is also a member of the Investment Committee and is acting in its capacity as such, and (iv) the activities of the Limited Partner Committee.

(c) Any Person dealing with the Partnership or the General Partner may rely upon a certificate signed by the General Partner as to:

(i) the identity of any Partner;

(ii) the existence or non-existence of any fact or facts that constitute a condition precedent to acts by the General Partner or are in any other manner germane to the affairs of the Partnership;

(iii) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Partnership; or

(iv) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

(d) The Partnership, and the General Partner on behalf of the Partnership, may enter into and perform a Subscription Agreement with each Limited Partner, the Management Agreement, any Side Letters, and any documents contemplated thereby or related thereto and any amendments thereto, without any further act, vote or approval of any Person, including any Partner, notwithstanding any other provision of this Agreement. The General Partner is hereby authorized to enter into the documents described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other documents on behalf of the Partnership.

Section 3.2. Expenses.

(a) Management Expenses. The General Partner and/or its Affiliates shall bear and be responsible for the following costs and expenses ("Management Expenses") in connection with performing its duties hereunder:

(i) normal overhead expenses of the General Partner, including rental of office space and costs of office equipment, office supplies, and utilities;

(ii) all costs and expenses of the General Partner that directly relate to identifying and evaluating any Investment or potential Portfolio Investment but excluding any third party costs and expenses that directly relate to the evaluation by such third party of any such Investment (regardless of whether such transaction is consummated);

(iii) salaries, benefits, and other personnel costs of General Partner employees;

(iv) all Organizational Expenses (not including finders fees, selling commissions, fees of Selling Agents or lobbying expenses) in excess of 0.5% of the aggregate Capital Commitments of the Partners;

(v) subject to any indemnification or advance of expenses as contemplated in Section 3.7, all costs and expenses of claims to which the General Partner or its Affiliates are subject; and

(vi) except for the Management Fee and other expenses listed in Section 3.2(b), the fees and expenses of any persons to whom the General Partner delegates its duties hereunder as provided in Section 3.1(a).

(b) Partnership Expenses. The Partnership shall bear and be responsible for all expenses of the Partnership and all expenses of the General Partner in connection with performing its duties hereunder except for expenses that are to be borne by the General Partner or its Affiliates as provided in Section 3.2(a) or are to be borne by the Manager pursuant to the Management Agreement (such expenses, the "Partnership Expenses"). In the event any Partnership Expenses are advanced by the General Partner, the Manager, its Affiliates or any other delegee of the General Partner, the Partnership shall reimburse such Person therefor. Without limiting the generality of the foregoing, the Partnership shall bear the following Partnership Expenses:

(i) all Organizational Expenses (not including finders fees, selling commissions, fees of Selling Agents or lobbying expenses) to the extent that they are equal to or less than 0.5% of the aggregate Capital Commitments of the Partners;

(ii) all finders fees, selling commissions, fees of Selling Agents and lobbying expenses;

(iii) third party and out-of-pocket costs and expenses connected with monitoring, advising, assisting, reviewing, or otherwise participating in the management or control of Portfolio Companies, including legal, accounting, engineering, scientific and consulting costs and travel expenses;

(iv) all costs and expenses incurred in the structuring, arranging, negotiating and closing of any investment (regardless of whether such transaction is consummated) and all costs and expenses that directly relate to the holding, restructuring, refinancing or disposition of any Partnership investment including legal, accounting, engineering, scientific and consulting costs, travel expenses, expenses of advisors and due diligence costs;

(v) costs of maintaining the accounting records of the Partnership, including independent audits of the Partnership's accounting records;

(vi) fees and expenses of custodians, outside counsel and similar advisers;

(vii) costs of preparing, filing, and distributing reports to Limited Partners, taxing authorities, and government agencies;

(viii) premiums on insurance policies insuring the Partnership, its personnel (including General Partner and/or Manager personnel that act on behalf of the Partnership) and/or the Partnership's assets;

(ix) fees and expenses of any appraiser, accounting firm, or other expert appointed by the General Partner to determine the value of any Securities or other assets of or interests in the Partnership;

(x) costs of compliance with federal or state law, including costs of maintaining the legal existence and good standing of the Partnership in the jurisdictions in which it is organized and in which it conducts business;

(xi) taxes and other governmental charges applicable to the Partnership and its operations;

(xii) banking and brokerage expenses including brokerage commissions on Temporary Investments;

(xiii) costs and expenses relating to the acquisition and disposition of securities that are registered under Section 12 of the Securities Exchange Act of 1934 as amended;

(xiv) all costs and expenses incurred in the structuring, arranging, negotiation and closing of any Temporary Investment or Portfolio Investment (regardless of whether such transaction is consummated), and all costs and expenses that directly relate to the holding, restructuring, refinancing or disposition of any Temporary Investment or Portfolio Investment regardless of whether the Partnership completes these transactions (as applicable), including, in each case, legal, accounting, engineering, scientific and consulting costs, travel expenses, expenses of advisors and due diligence costs;

(xv) interest charges due on amounts borrowed;

(xvi) reasonable out-of-pocket costs relating to any meetings of the Limited Partner Committee (including the costs of the reimbursement of all out-of-pocket expenses reasonably incurred by the members of the Limited Partner Committee in connection with attending any meetings of the Limited Partner Committee);

(xvii) third party costs and expenses that directly relate to the evaluation by such third party of any Portfolio Investment (regardless of whether such transaction is consummated);

(xviii) the Management Fee; and

(xix) without duplication, all costs and expenses of the Partnership and the General Partner in connection with this Agreement (such as costs of litigation and the matters that are the subject of indemnification pursuant to Section 3.7 and the costs of winding-up and liquidating the Partnership).

(c) Management Fee. From and after the Principal Closing Date until the Expiration Date, the Partnership shall pay the Manager, so long as the Management Agreement is in effect, or the General Partner, if the Management Agreement with the Manager has been terminated in accordance with the terms thereof, a management fee (the "Management Fee") in an amount equal to 2.5% per annum of Net Capital Commitments. From and after the Expiration Date until the final dissolution and liquidation of the Partnership, the Management Fee will be an amount equal to 1.0% per annum of Net Capital Commitments. The Management Fee (i) will be payable quarterly in advance on the first day of each calendar quarter based on the Net Capital Commitments on such date, (ii) will be reduced by any Portfolio Management Fees in accordance with Section 3.2(d), any Other Portfolio Company Fees in accordance with Section 3.2(e) and any Direct

Placement Fees in accordance with Section 3.2(f), and such reductions shall be carried forward and applied against any future payments of the Management Fee until such reductions have been fully applied, and (iii) will not be refundable. The Management Fee for partial quarters will be prorated. On the Principal Closing Date, the Partnership shall pay the Management Fee which shall begin to accrue on such Principal Closing Date, and will accrue through the current calendar quarter. For purposes of calculating the Management Fee, the Net Capital Commitments shall not be reduced by any cash distributions, returns of capital, or other payments by the Partnership to the Partners. The General Partner or its Affiliates shall not be required to make any Capital Contributions for the payment of the Management Fee.

(d) Portfolio Management Fees. The Manager or any of its Affiliates may receive and retain fees from Portfolio Companies for consulting and management services provided directly by the Manager or any of its Affiliates to such Portfolio Companies (all such fees, "Portfolio Management Fees"). Unless otherwise agreed to by the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners and subject to Section 3.2(g)), the General Partner shall reduce the Management Fee by the value of any Portfolio Management Fee that is actually received and retained by the Manager and its Affiliates after the date hereof, provided, however, that the Management Fee will not be reduced by any reimbursements from Portfolio Companies and other parties for expenses relating to the Partnership that are to be borne by the Manager. For the avoidance of doubt any compensation the Manager or any of its Affiliates may receive and retain under the last sentence of Section 3.2(f) hereof will not reduce the Management Fee.

(e) Other Portfolio Company Fees. The members of the Management Team or their Affiliates may serve as directors, officers, employees, or consultants of Portfolio Companies and may receive fees from Portfolio Companies for such services provided directly by the Management Team or any of their Affiliates to such Portfolio Companies (all such fees, "Other Portfolio Company Fees"). The Other Portfolio Company Fees may consist of cash payments including salaries, expense reimbursements, board member fees and equity interests. Such Person serving in such capacity may retain such Other Portfolio Company Fees. Unless otherwise agreed to by the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners and subject to Section 3.2(g)), the General Partner shall reduce the Management Fee by the value of any Other Portfolio Company Fee that is actually received (net of taxes) and retained by the Manager and its Affiliates after the date hereof, provided, however, that the Management Fee will not be reduced by; (i) any expense reimbursements from Portfolio Companies, (ii) the value of meals, travel, and entertainment provided by Portfolio Companies, and (iii) non-cash gifts having an aggregate value in any calendar year of not more than $500. For the avoidance of doubt any compensation the members of the Management Team or their Affiliates may receive and retain under the last sentence of section 3.2(f) hereof will not reduce the Management Fee.

(f) Portfolio Investment Placement Fees. The Limited Partners hereby acknowledge that one or more Affiliates of the General Partner, including but not limited to Saturn Capital, Inc., may serve as placement agent or arranger in

connection with the making of Portfolio Investments by the Partnership and, in connection therewith, may receive and retain placement fees or other compensation from the applicable Portfolio Company directly as a result of the Partnership's investment in such Portfolio Company (all such placement fees or other compensation, "Direct Placement Fees"). In respect of commitments made by the Partnership to Portfolio Investments after the Principal Closing Date, unless otherwise agreed to by the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners and subject to Section 3.2(g)), the General Partner shall reduce the Management Fee by the value of any Direct Placement Fees that are earned by such Affiliate and retained by such Affiliate for such investments. The Management Fee will not be reduced by placement fees and other compensation earned by such placement agent or arranger for investments made in Portfolio Companies by investors other than the Partnership.

(g) Non-Cash Compensation. Portfolio Management Fees, Other Portfolio Company Fees and Portfolio Investment Placement Fees received in the form of non-cash compensation ("Non-Cash Compensation") which would reduce the Management Fee in accordance with Section 3.2(d), Section 3.2(e) and Section 3.2(f), respectively shall not reduce the Management Fee until such Non-Cash Compensation is disposed of for cash, and such reduction shall be deemed to equal the proceeds from the disposition of such Non-Cash Compensation, net of acquisition and other transaction expenses reasonably incurred (including taxes, if any). Notwithstanding the foregoing, if Non-Cash Compensation is not disposed of for cash by the eighth anniversary of the Principal Closing Date, it shall reduce the Management Fee at that time at a value determined in accordance with the valuation principles set out herein in Section 7.4(d), net of any taxes and acquisition and other transaction expenses that would have been paid or payable had such compensation been disposed of for cash at such time.

Section 3.3. Investments.

(a) Allocation of Investment Opportunities. The Partnership's investment objective is to generate capital appreciation by sourcing and leading investments in software and information technology, specialty energy, biotechnology, advanced materials, follow-on investments in certain Existing Partnership Affiliates and special opportunities which are believed to have potential for significant growth (the "Investment Objective").

(i) Prior to the earlier of the end of the Investment Period and such time as the Partnership is Fully Invested (as defined in Section 3.8), the General Partner shall offer, and shall cause the Manager and the members of the Management Team (while they are employed as such) (the General Partner, the Manager and the members of the Management Team are each hereinafter referred to as an "Saturn Management Entity" and collectively referred to herein as the "Saturn Management Entities") to offer, to the Partnership and to any Existing Partnership Affiliate any investment opportunity which may be presented to them independently for their participation and which they are not prohibited by any third-party agreement from making know and available to the Partnership and Existing Partnership Affiliates, which they in good faith believe, after taking into account all

relevant factors including the amount of the aggregate Remaining Capital Commitments of the Partners available for investments, would be an appropriate investment for the Partnership given the Investment Objective ("Investment Opportunity"); provided that the allocation of any such Investment Opportunity to the Partnership vis-à-vis an Existing Partnership Affiliate shall be made in good faith by the General Partner (taking into account, among other factors, the diversification of each such fund's portfolio, the investment philosophy of each fund, the aggregate remaining capital commitments of each fund and the investment stage of each fund at the time of allocation). For the avoidance of doubt and provided no Existing Partnership Affiliate has previously invested in the portfolio company being offered as part of an Investment Opportunity, the General Partner shall allocate first to the Partnership the maximum amount of such Investment Opportunity approved by the General Partner and otherwise permitted by this Agreement and second to the Existing Partnership Affiliates any residual amount of such Investment Opportunity.

(ii) Notwithstanding any duty otherwise existing at law or in equity (including fiduciary duty), following the earlier of the end of the Investment Period and such time as the Partnership is Fully Invested, the General Partner may allocate all or any portion of an Investment Opportunity among the Partnership, any other collective investment vehicles or other clients managed by any Saturn Management Entity now or in the future or a Saturn Management Entity on an equitable basis, taking into account all relevant factors including the amount of the aggregate Remaining Capital Commitments of the Partners available for investment at such time relative to the aggregate amount of capital available for such investment from such other collective investment vehicle or other client, or Saturn Management Entity and provided further that, in accordance with Section 3.9, the General Partner may designate a portion of such investment opportunity for a Co-Investment Vehicle.

(iii) Notwithstanding any duty otherwise existing at law or in equity (including fiduciary duty), if the General Partner or the Manager determines in good faith that an investment that falls within the scope of the Investment Objective of the Partnership is not an appropriate investment for the Partnership at a particular time, such investment may be made by any Saturn Management Entity or by any collective investment vehicle or other client managed by any Saturn Management Entity now or in the future.

(iv) Without the consent of the Limited Partner Committee, the General Partner shall not cause the Partnership at any time to:

(A) purchase an interest or otherwise make a Portfolio Investment in a Portfolio Company in which any Saturn Management Entity, or any investment vehicle managed by any Saturn Management Entity, (other than a parallel investment vehicle), holds any interest at such time; or

(B) on or after the date hereof, engage in any transaction, including, without limitation, the disposition of any Portfolio

Investment, with any Saturn Management Entity, any investment vehicle managed by any Saturn Management Entity (other than a parallel investment vehicle) or any entity in which any of the foregoing Persons holds an interest, unless the terms of such transaction are expressly permitted under this Agreement (including, without limitation, the payment of Management Fees).

(v) Without the approval of the Limited Partner Committee, the General Partner shall not permit any member of the Management Team to make an investment in any Portfolio Company other than through the Partnership.

(b) Investments After Investment Period. No investments in new Portfolio Companies will be made by the Partnership, and no Capital Commitments shall be called to fund Portfolio Investments, following the termination of the Investment Period without the Majority Consent of the Limited Partners, provided that Capital Commitments may be called from time to time subsequent to the termination of the Investment Period in accordance with the procedures set forth in clause (b) of Section 2.4 (i) to cover Partnership Expenses or other liabilities or obligations of the Partnership, (ii) to make investments in Portfolio Companies with respect to which transactions were in process as of, or contemplated by the terms of Securities held by the Partnership prior to, the termination of the Investment Period or (iii) to make follow-on investments in any Portfolio Company, in any successor to any Portfolio Company by way of merger, consolidation, recapitalization, or similar transaction, or in an Affiliate of any Portfolio Company or such successor (investments described in this clause (iii), "Follow-on Investments"), provided that the cost to the Partnership of any such Follow-on Investments shall not exceed 20% of the aggregate Capital Commitments.

(c) Reinvestment of Return of Capital Amounts.

(i) To the extent that the Partnership receives net proceeds from the disposition of any Portfolio Investment, the General Partner may, in its sole discretion (whether or not the Partnership has distributed such net proceeds to the Partners pursuant to Section 7.4), prior to the end of the Investment Period, reinvest in any Portfolio Investment any amount up to the portion of such net proceeds that represent the amount invested by the Partnership in the Portfolio Investment so disposed (such amount, the "Return of Capital Amount"), provided that Return of Capital Amounts used to fund Portfolio Investments in accordance with this Section 3.3(c) shall not exceed 20% of the aggregate Capital Commitments to the Partnership on the date on which such Portfolio Investment is made. The General Partner will at least 10 Business Days prior to the making of any reinvestment of a Return of Capital Amount in any Portfolio Investment give to each Limited Partner a written notice (i) describing such Portfolio Investment, (ii) stating the Return of Capital Amount to be applied to such Portfolio Investment, (iii) indicating the source of the Return of Capital Amount, and (iv) setting forth the information required in a Notice of Drawdown, to the extent applicable.

(ii) If the Partnership distributes any Return of Capital Amount to the Partners pursuant to Section 7.4 prior to the end of the Investment Period, the General Partner may, in its sole discretion, with notice to each affected Limited Partner either at the time of such distribution or thereafter with at least 30 days advance notice, increase the Remaining Capital Commitments of all, but not less than all, of the Limited Partners that participated in such distribution by an amount not to exceed in the case of each such Limited Partner the Return of Capital Amount so distributed to such Limited Partner.

(d) Borrowings; Bridge Financings. The General Partner, on behalf of the Partnership, shall be permitted to (i) incur, create, assume, novate, guaranty, or otherwise be or become liable for any indebtedness (for borrowed money, Bridge Financings or otherwise), (ii) guaranty any indebtedness of any Portfolio Company, (iii) issue evidences of any such indebtedness, and (iv) amend or otherwise modify the terms of any such indebtedness to increase the amount of such indebtedness, provided that after the Principal Closing Date the General Partner shall not, without the consent of the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners), be permitted to engage in any action set forth in clauses (i) through (iv) above if on the date it were to be taken

(A) and such date is prior to the end of the Final Closing Date, such action would result in (x) the sum of the aggregate principal amount of all indebtedness of the Partnership outstanding as of such date (including Bridge Financings) plus (y) the aggregate amount of the Partnership's obligations outstanding as of such date under guaranties issued by the Partnership, exceeding 35% of the aggregate Capital Commitments of the Partners; or

(B) and such date is on or after the end of the Final Closing Date, such action would result in (x) the aggregate principal amount of all indebtedness of the Partnership exceeding 10% of the aggregate Capital Commitments of the Partners (excluding Bridge Financings) or (y) the sum of (1) the aggregate principal amount of all indebtedness of the Partnership outstanding as of such date (including Bridge Financings) plus (2) the aggregate amount of the Partnership's obligations outstanding as of such date under guaranties issued by the Partnership, exceeding the aggregate amount of the Remaining Capital Commitments of the Partners.

In addition, General Partner, on behalf of the Partnership, shall be permitted to pay, prepay, extend, or, subject to the proceeding sentence, amend or otherwise modify the terms of any indebtedness, and secure any indebtedness, by mortgage, deed of trust, pledge, charge, security interest, or other lien on any or all assets or property of the Partnership.

(e) Temporary Investments. The General Partner may invest funds held by the Partnership in Temporary Investments pending investment in Portfolio Investments, pending distribution or for any other purpose.

Section 3.4. Investment Restrictions.

(a) Notwithstanding Section 3.1 and subject to Section 3.3, commencing on the Principal Closing Date the General Partner shall not, without consent of the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners), take any of the following actions on behalf of the Partnership:

(i) make any acquisition of an investment in a Portfolio Company that (when taken together with all other Portfolio Investments by the Partnership in such Portfolio Company or any Entity controlled thereby) would, at the time of such investment, result in the investment of an aggregate amount in such Portfolio Company or any Entity controlled by such Portfolio Company in excess of 15% of the aggregate Capital Commitments of the Partners;

(ii) make direct investments in commodities, interests in oil, gas, or mineral rights, or real property;

(iii) make any investment in a partnership, limited liability company, or similar Entity, the operative agreement of which provides for payment of a carried interest to any Person other than the Partnership;

(iv) sell, lease, or otherwise dispose of any interest in a Portfolio Company to the General Partner, the Manager, any member of the Management Team or any of their Affiliates, provided that the Partnership shall be permitted to purchase any Portfolio Investment or Temporary Investment from, or sell any Portfolio Investment or Temporary Investment to, any Co-Investment Vehicle so that the respective ownership interests of the Partnership and any such Co-Investment Vehicle in such Investment are, subject to applicable legal, tax and regulatory considerations and Section 2.7 and similar excuse provisions of any Co-Investment Vehicle Operating Agreement, pro rata based on Capital Commitments;

(v) make short sales of securities or maintain a short position in any security;

(vi) invest in any contract of sale of a commodity for future delivery made or to be made on or subject to the rules of a contract market, as such terms in this paragraph are defined in the U.S. Commodity Exchange Act, except for purposes of hedging foreign currency exposure in connection with non-U.S. investments;

(vii) invest in forwards, swaps or other derivative instruments;

(viii) invest in any Portfolio Company when the Partnership's investment is to be applied to liquidate an investment of the General Partner, the Manager, any member of the Management Team or any of their Affiliates in the Portfolio Company, provided that the Partnership (A) shall be permitted to purchase any Portfolio Investment or Temporary Investment from, or sell any Portfolio Investment or Temporary Investment to, any Co-Investment

Vehicle so that the respective ownership interests of the Partnership and any such Co-Investment Vehicle in such Investment are, subject to applicable legal, tax and regulatory considerations and Section 2.7 and similar excuse provisions of any Co-Investment Vehicle Operating Agreement, pro rata based on Capital Commitments and (B) may purchase an investment in a Portfolio Company from the General Partner, the Manager, any member of the Management Team or any of their Affiliates if such Person purchased or bridged the investment prior to a closing to temporarily hold title in order to facilitate its acquisition by the Partnership. In the event of any such acquisition of an investment from the General Partner, the Manager, any member of the Management Team or any of their Affiliates as contemplated in clause (B) of the preceding sentence, (1) the purchase price paid by the Partnership shall not exceed the cost of such investment to such Person (including interest, carrying costs, costs of due diligence and closing costs not reimbursed by the Portfolio Company) and (2) no sales commission shall be paid or similar payment shall be made for the transaction by the Partnership;

(ix) invest more than 20% of the aggregate Capital Commitments of the Partners in Portfolio Companies who are headquartered outside of the United States; or

(x) invest more than 10% of the aggregate Capital Commitments of the Partners in Portfolio Investments which are publicly listed securities, provided that the foregoing restriction shall not apply to any of the following (1) any investment of a private equity nature where the Partnership shall have rights to influence the management and strategy of the Portfolio Investment (including, but not limited to, the right to appoint a director or equivalent) and have rights to information, veto rights or other shareholder protections; (2) any investment by the Partnership in the securities of a publicly listed entity as part of a take private transaction; (3) the securities of a Portfolio Investment which become listed as a result of its flotation; or (4) publicly traded securities received by the Partnership as consideration on the realization of a Portfolio Investment.

(b) Notwithstanding Section 3.1 and subject to Section 3.3, the General Partner shall not without the Two-Thirds Consent of the Limited Partners (subject to Section 9.14(c)) materially change the investment objective or the investment policies outlined in this Article 3.

(c) Notwithstanding Sections 3.1 or 3.2 and subject to Section 3.3, the General Partner shall not except as expressly authorized by the Consent of each Limited Partner:

(i) possess Partnership property, or assign the Partnership's rights in specific Partnership property, for other than a Partnership purpose;

(ii) admit a Person as a Partner, except as provided in this Agreement; or

(iii) knowingly perform any act that would subject any Limited Partner to liability as a general partner in any jurisdiction.

Section 3.5. Devotion of Time; Compensation; Key Person Provision.

(a) The General Partner shall devote to the Partnership such time as may be reasonably necessary for the management of the Partnership's business and the conduct of the Partnership's affairs in a prudent and businesslike manner, but the General Partner and its officers, directors, and employees shall not be required to devote all or any specific portion of their time and energies to the performance of such duties. The General Partner shall use its reasonable efforts to maintain the limited liability of the Limited Partners as provided in the Act.

(b) The General Partner shall obtain for the benefit of each Limited Partner a written undertaking of each member of the Management Team that he or she shall not during the Investment Period transfer any of his or her interests in the General Partner, and member of the General Partner or the Manager to any other Person, provided that any member of the Management Team may transfer non-managing economic interests in the General Partner, any member of the General Partner or the Manager to (i) members of his or her family or family trusts, (ii) officers, members, managers, directors, shareholders and employees of the General Partner, any member of the General Partner, the Manager or their Affiliates, and (iii) business partners and service providers, including, among others, Persons that co-invest with the Partnership. The Management Team may divide the assets of the General Partner and the Manager into separate legal entities, in which case the foregoing restrictions will apply to each such entity.

(c) In the event that, at any time prior to the termination of the Investment Period, McCormick or two of the other four Key Persons cease to devote Sufficient Time to the affairs of the Partnership and the Existing Partnership Affiliates collectively, then the General Partner shall provide prompt written notice to the Limited Partners of such event (a "Departure Event").

(i) Upon the occurrence of a Departure Event, the Investment Period shall be automatically suspended (a "Suspension Period"). At no time during the Suspension Period shall the General Partner cause the Partnership to make any investment that the Partnership did not have (A) a legally binding commitment to make such investment prior to the Suspension Period, (B) a term sheet or similar non-binding agreement was executed by the parties prior to the Suspension Period or (C) a majority of the Investment Committee, including the Key Person triggering such Departure Event approved such investment.

(ii) Within 100 calendar days after the Departure Event, the General Partner shall formulate a succession plan and present it to the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners) (a "Proposal"). The Limited Partner Committee or such Limited Partners may, in its sole discretion, consent to the Proposal, in which case the Investment Period shall reactivate, or reject the Proposal, in which case the Limited Partners shall have the right to: (1) terminate the Suspension Period and reactivate the Investment Period by a Majority Consent of the Limited Partners or (2) terminate the Investment Period by a Majority Consent of the Limited Partners.

(iii) In the event that a Suspension Period is continuing 180 days after the Departure Event then the Investment Period shall automatically terminate.

(iv) For purposes of this Agreement,

(A) "Key Persons" shall mean Jeffrey S. McCormick ("McCormick"), Susan M. N. Antonio ("Antonio"), Robert J. Chicoski ("Chicoski"), William L. Guttman ("Guttman"), Edward A. Lafferty ("Lafferty").

(B) "Sufficient Time" shall mean substantially all of their business time for McCormick, Antonio, Chicoski and Lafferty and a majority of their business time for Guttman.

(C) "Existing Partnership Affiliates" shall mean Saturn Management LLC, Saturn Capital, Inc., Saturn Partners Limited Partnership I, Saturn Partners Limited Partnership I Opportunity Limited Partnership, and Saturn Partners Limited Partnership II.

(D) Provided that the General Partner may amend any such definitions from time to time with the consent of the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners).

(d) In the event that, at any time prior to the termination of the Investment Period, Guttman alone ceases to devote Sufficient Time to the affairs of the Partnership and the Existing Partnership Affiliates collectively, then the General Partner shall provide prompt written notice to the Limited Partners of such event (a "Guttman Departure Event").

(i) Within 60 days of a Guttman Departure Event, the General Partner shall formulate a succession plan and present it to the Limited Partner Committee (or, if there is no Limited Partner Committee, the Majority Consent of the Limited Partners) (a "Guttman Replacement Proposal"). The Limited Partner Committee or such Limited Partners may, in its sole discretion, consent to the Guttman Replacement Proposal, in which case the Investment Period shall continue, or reject the Guttman Replacement Proposal, in which case the Limited Partners shall have the right to terminate the Investment Period by a Majority Consent of the Limited Partners.

(ii) Defined terms used in this clause 3.5(d), shall have the meaning ascribed to them in clause 3.5(c).

Section 3.6. Conflicts Of Interest; Limited Partner Committee.

(a) Conflicts of Interest. The General Partner shall refer to the Limited Partner Committee (or if there is no Limited Partner Committee, the Majority Consent of the Limited Partners) conflicts of interest relating to the Partnership in addition to those matters referred to in Section 3.3 and Section 3.4. If in relation to

any conflict of interest referred to the Limited Partner Committee (or such Limited Partners) pursuant to Section 3.3, Section 3.4 or this Section 3.6(a), the General Partner resolves or addresses the conflict in the manner recommended by the Limited Partner Committee or such Limited Partners, none of the General Partner, the Manager, a member of the Management Team and or any of their respective Affiliates shall have any liability to the Partnership or any Limited Partner for actions in respect of such matter taken by them in relation to such conflict.

(b) Appointment of Limited Partner Committee. After the Principal Closing Date, the General Partner shall establish a committee of Limited Partners of the Partnership (the "Limited Partner Committee") having at least three members appointed by the General Partner, provided that at least three Limited Partners are willing to provide a representative who will serve on the Limited Partner Committee. In the event that the Limited Partner Committee ceases to exist for any reason, matters requiring the consent of the Limited Partner Committee pursuant to this Agreement shall require the Majority Consent of the Limited Partners. No Limited Partner shall have more than one representative on the Limited Partner Committee. Each member appointed to the Limited Partner Committee shall serve until the earlier of his or her death, incapacity, resignation or removal, provided that the Limited Partner Committee shall dissolve on the last Business Day of the fiscal year in which the Partnership disposes of the Partnership's last Portfolio Investment that constitutes 1% or more of the Partnership's aggregate Capital Commitments (determined on the basis of acquisition cost). Any member of the Limited Partner Committee may resign by giving the General Partner written notice of his or her resignation. Any member of the Limited Partner Committee may be removed by the Limited Partner he or she represents, and shall be deemed removed if the Limited Partner that the member represents either (i) becomes a Defaulting Limited Partner, (ii) assigns more than half of its interest in the Partnership to any unaffiliated Person or (iii) is determined by the General Partner pursuant to Section 2.8 to be a Limited Partner whose continued participation in the Partnership would have a Material Adverse Effect. The General Partner shall have the power to appoint replacement or additional members to the Limited Partner Committee.

(c) Scope of Authority. The Limited Partner Committee shall be responsible for (i) consenting to, approving, reviewing or waiving any matter requiring the consent, approval, review or waiver of the Limited Partner Committee under this Agreement, (ii) making determinations in respect of conflicts of interest referred to it by the General Partner in accordance with Section 3.6(b), and (iii) carrying out the other functions delegated to the Limited Partner Committee pursuant to this Agreement. Except as expressly provided herein, (A) the Partnership's investments shall not be submitted to the Limited Partner Committee, (B) the Limited Partner Committee shall take no part in the control or management of the Partnership, (C) the Limited Partner Committee shall not have any power or authority to act for or on behalf of the Partnership, and (D) all investment decisions, as well as all responsibility for the management of the Partnership, shall rest with the General Partner, or if delegated by the General Partner, with the Manager or any other agents appointed by the General Partner. Except for those matters for which the consent, approval, review or waiver of the Limited Partner Committee is required by this Agreement, any actions taken by the Limited Partner Committee shall be advisory only, and none of the General Partner or any of its Affiliates shall be required or otherwise bound to act in accordance with any decision, action or

comment of the Limited Partner Committee or any of its members. Notwithstanding anything to the contrary contained in this Agreement, a member of the Limited Partner Committee shall not constitute a general partner of the Partnership. Notwithstanding anything to the contrary contained in this Agreement, none of the actions taken by the Limited Partner Committee, any member of the Limited Partner Committee or the Limited Partners hereunder shall constitute participation in the control of the business of the Partnership.

(d) Meetings. Meetings of the Limited Partner Committee shall be held as and when called by the General Partner upon not less than 3 calendar days advance written notice by the General Partner to the members of the Limited Partner Committee. Notice of each such meeting shall be given by messenger, overnight delivery service, facsimile transmission, electronic mail, or hand delivery to each member of the Limited Partner Committee. Attendance at any meeting of the Limited Partner Committee shall constitute waiver of such notice. The quorum for a meeting of the Limited Partner Committee shall be a majority of its members. Members of the Limited Partner Committee may participate in a meeting of the Limited Partner Committee by means of conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other. All actions taken by the Limited Partner Committee shall be by a vote of a majority of the members present at a meeting thereof or a written consent setting forth the action so taken and signed by a majority of the members of the Limited Partner Committee. Except as expressly provided in this Section 3.6, the Limited Partner Committee shall conduct its business in such manner and by such procedures as a majority of its members approve.

(e) Expenses, etc. The members of the Limited Partner Committee shall serve without compensation from the Partnership, but shall be reimbursed by the Partnership for all reasonable expenses incurred in attending meetings of the Limited Partner Committee, and shall be indemnified by the Partnership as provided in Section 3.7(b).

Section 3.7. Liability; Indemnification.

(a) None of the General Partner, the Manager, any member of the Management Team, any of the respective Affiliates of any of the foregoing Persons, and any member of the Limited Partner Committee (together with the Limited Partner that such member represents), shall have liability to the Partnership or to any Partner for any loss suffered by the Partnership that arises out of any action or omission of such Person or any of its Affiliates, if such Person or its Affiliates reasonably and in good faith determined that such course of conduct was in the best interest of the Partnership, and such course of conduct did not constitute fraud, willful misconduct, or gross negligence on the part of such Person or its Affiliates in fulfilling its duties to the Partnership.

(b) The Partnership shall, to the fullest extent permitted by law, indemnify the General Partner, the Manager, each Member of the Management Team, any of the respective Affiliates of any of the foregoing Persons, and each member of the Limited Partner Committee (together with the Limited Partner that such member represents), from any losses, expenses, judgments, liabilities, and amounts paid in contesting (including legal fees and court costs) or in settlement of

any claims sustained by them in connection with the Partnership, provided that the same were not the result of fraud, willful misconduct, or gross negligence on the part of such Person or any of its Affiliates in fulfilling its duties to the Partnership.

(c) The Partnership shall not incur the cost of the portion of any insurance, other than public liability insurance, to insure any Person against any liability as to which such Person is herein prohibited from being indemnified.

(d) Upon receipt from the General Partner, any of its Affiliates, including any member of the Management Team, or any member of the Limited Partner Committee or the Limited Partner which such member represents of a notice that (i) identifies a claim or proceeding involving such party; (ii) states that such party reasonably believes that it will be entitled to indemnity in relation to such claim or proceeding under Section 3.7(b); and (iii) contains an undertaking by such party to refund to the Partnership any amounts advanced under this Section 3.7(d) in the event it is finally determined (after all appeals or the expiration of appeal periods) that such party is not entitled to such indemnity, the Partnership shall advance to such party on a current basis any amounts paid or incurred by such party in contesting such claim or proceeding (including legal fees and court costs). The Partnership shall make any such advances without consideration for the creditworthiness of such party or any security for such party's obligation to refund such payments.

Section 3.8. Other Business Ventures.

(a) Notwithstanding any duty otherwise existing at law or in equity (including fiduciary duty), the General Partner and its Affiliates (including any member of the Management Team) may engage independently or with others in other business ventures of every nature or description, including the ownership, management, financing, refinancing, or sale of equity or debt securities and related companies (including companies that compete with one or more Portfolio Companies), and neither the Partnership nor any Partner shall have any rights in and to such independent ventures or the income or profits derived therefrom as a result of this Agreement. Notwithstanding the foregoing, the General Partner shall not, and shall cause its Affiliates not to, participate in the offering of any new privately-offered fund (other than the Partnership or any Co-Investment Vehicle) until the earlier of (i) the expiration of the Investment Period or (ii) the date upon which at least 75% of the aggregate Limited Partner Capital Commitments have been (A) invested in Portfolio Companies, (B) applied to Partnership Expenses, and/or (C) reserved for the payment of future Partnership Expenses or future Portfolio Investments or Follow-on Investments (such date, the date upon which the Partnership is "Fully Invested"), provided, however, that the foregoing will not apply to investment partnerships or funds with investment goals and strategies substantially dissimilar to those of the Partnership (*e.g.,* those that focus primarily on a specific industry sector or geography or on later stage investments than those typically contemplated by the Partnership).

(b) Without limiting the generality of Section 3.8(a), the General Partner and its Affiliates (including any member of the Management Team) may engage independently or with others in all business ventures, and acquire, hold, and dispose of interests in Portfolio Companies and other Entities, and neither the

Partnership nor any Partner shall have any rights in and to such independent ventures or interests or the income or profits derived therefrom.

(c) No provision of this Agreement shall obligate any Limited Partner to refer investments to the Partnership or restrict any investments that a Limited Partner may make outside of the Partnership.

Section 3.9. Co-Investment Vehicles.

(a) The General Partner or its Affiliates may, from time to time, on or prior to the Final Closing Date, organize, and offer and sell securities of, one or more additional funds or other similar vehicles having terms substantially similar to those of the Partnership (each, a "Co-Investment Vehicle"), including without limitation, any off-shore or domestic vehicle, to facilitate the ability of certain types of investors to invest with the Partnership. Subject to applicable legal, tax and regulatory considerations and Section 2.7 of this Agreement and any similar excuse provision of any Co-Investment Vehicle Operating Agreement, any such Co-Investment Vehicle will invest on a side-by-side basis with the Partnership and on terms and conditions no more favorable to the Co-Investment Vehicle than those available to the Partnership, sharing (i) in each Portfolio Investment pro rata in proportion to the aggregate, non-excused capital commitments with respect to each such entity and each such Portfolio Investment and similarly sharing any related expenses and (ii) in Partnership Expenses (and similar expenses with respect to such Co-Investment Vehicle) pro rata in proportion to the aggregate capital commitments with respect to each such entity. Any Co-Investment Vehicle shall be controlled by the General Partner or an Affiliate thereof to the extent practicable in light of legal, tax and regulatory considerations.

(b) The Partnership and each such Co-Investment Vehicle(s) shall, subject to applicable legal, tax and regulatory considerations and Section 2.7 of this Agreement and any similar excuse provision of any Co-Investment Vehicle Operating Agreement, (i) sell their respective interests in the same Portfolio Investment at the same time and on the same terms, pro rata based on their respective ownership interests in the applicable Portfolio Company and (ii) participate in any voting or consent rights under this Agreement relating to an investment in which they both have an interest as if the investors in the Co-Investment Vehicle were Limited Partners under this Agreement.

(c) None of the Partnership or any of the Limited Partners shall have any right to participate in, or be obligated to participate in, any Co-Investment Vehicle or participate in any revenues or profits thereof.

(d) The General Partner shall be entitled to amend this Agreement without further act by the Limited Partners as the General Partner may reasonably deem appropriate: (i) to give effect to the existence of any Co-Investment Vehicle, (ii) to ensure that the Partnership and any Co-Investment Vehicle will be treated consistently in all material respects, and (iii) with respect to any provision requiring a certain percentage consent of the Limited Partners, to, in lieu thereof, require the same percentage consent of the Limited Partners and the investors in each Co-Investment Vehicle, voting together in the aggregate.

Section 3.10. Direct Investment Opportunities for Limited Partners. The General Partner may (but shall not be required to) invite any one or more Limited Partners to participate individually in Investments in Portfolio Companies or Bridge Financings in which the Partnership participates, subject to a determination by the General Partner that such participation by such Limited Partners is in the best interest of the Partnership and the applicable Portfolio Company. Participation, if any, by a Limited Partner in an Investment in a Portfolio Company or Bridge Financing otherwise than through the Partnership (a) shall be entirely the responsibility of the Limited Partner, and none of the Partnership, the General Partner, or the Manager shall assume any risk, responsibility or expense in connection therewith, and (b) shall not entitle such Limited Partner to any right to participate in the management or control of the Investments of the Partnership.

Section 3.11. Referrals; Other Investments. No provision of this Agreement shall (i) obligate any Limited Partner to refer investments to the Partnership, (ii) restrict any investments that a Limited Partner may make outside the Partnership, or (iii) provide the Partnership or any Limited Partner with any right, interest, or claim in or to any such investment or any revenues or profits therefrom.

ARTICLE 4
WITHDRAWAL OF GENERAL PARTNER; REMOVAL OF GENERAL PARTNER

Section 4.1. Withdrawal of General Partner. The General Partner may not voluntarily withdraw from the Partnership, provided, however, that the General Partner may (a) designate and admit as a successor General Partner any Entity that has, by merger, consolidation, purchase, or otherwise, acquired substantially all of the General Partner's assets (subject to the written adoption and acceptance by such Entity of this Agreement and appropriate amendments to this Agreement and the Certificate), (b) withdraw from the Partnership upon the admission of such successor General Partner, and (c) Transfer all of its Units to such successor General Partner on such terms as may be mutually agreed. In the event that the General Partner assigns its entire interest in the Partnership in accordance with this Agreement, such transferee shall be deemed admitted to the Partnership as a General Partner immediately prior to the Transfer upon execution of this Agreement and such transferee shall continue the business of the Partnership without dissolution.

Section 4.2. Removal of General Partner. The General Partner may be removed as the general partner of the Partnership for Cause with Majority Consent of the Limited Partners, subject to Section 9.14(c). Before the removal of the General Partner for any reason pursuant to this Section 4.2, a successor as general partner of the Partnership shall be selected with Majority Consent of the Limited Partners, and such successor shall have been admitted to the Partnership as a general partner by its execution of an instrument evidencing its agreement to be bound by this Agreement. Upon admission of a successor General Partner, (a) the General Partner shall, without any further action being required of any Person, be removed as general partner of the Partnership, (b) the successor General Partner shall promptly file or cause to be filed an amendment to the Certificate reflecting such removal, and (c) the status of the removed General Partner shall be changed to that of a Limited Partner with an interest in profits and losses and distributions of the Partnership equivalent to that held immediately prior to removal.

ARTICLE 5
TRANSFER OF LIMITED PARTNER INTERESTS

Section 5.1. Restrictions on Transfer.

(a) No Limited Partner (the "Transferor") shall have the right to Transfer all or any of its Units to any Person unless prior to such Transfer such Person (the "Transferee") is approved in writing by the General Partner, acting in its sole discretion.

(b) The General Partner shall have the power, in its sole discretion, to admit or to refuse to admit as Substituted Limited Partners, Transferees under Section 5.1(a).

(c) A Transferee that does not become a Substituted Limited Partner as provided herein and that desires to make a further Transfer of its Units shall be subject to all of the provisions of this Article 5 to the same extent as any Limited Partner desiring to make a Transfer.

(d) The admission of a Transferee as a Substituted Limited Partner shall be conditioned upon the Transferee's written acceptance of the terms and provisions of this Agreement and its written assumption of the obligations hereunder of its Transferor.

(e) All costs incurred by the Partnership in connection with a Transfer or the admission to the Partnership of a Substituted Limited Partner shall be borne by the Transferor, including filing fees and reasonable attorneys' fees. In lieu of seeking reimbursement of such costs, the General Partner may establish a fee for Transfers and admissions of Substituted Limited Partners.

Section 5.2. Obligations and Rights of Transferees.

(a) Except as otherwise provided in this Article 5, the failure or refusal of the General Partner to admit a Transferee of Units as a Substituted Limited Partner shall not affect the right of such Transferee to receive the distributions of the Partnership to which its Transferor would have been entitled in respect of the Units Transferred, but the Transferee shall not be entitled to exercise any rights of a Limited Partner, including the right to vote or consent with respect to any proposed action of the Partnership, unless and until the Transferee is admitted as a Substituted Limited Partner.

(b) Whether or not a Transferee has accepted in writing the terms and provisions of this Agreement and assumed in writing the obligations hereunder of its Transferor, such Transferee shall be deemed, by the acquisition of Units, to have agreed to be subject to and bound by this Agreement.

Section 5.3. Additional Restrictions on Transfers.

(a) The General Partner may require as a condition of any Transfer that the Transferor furnish to the Partnership representations and warranties, as well as an opinion of counsel satisfactory (both as to such opinion and as to such counsel)

to counsel to the Partnership, to the effect that such Transfer complies with applicable federal and state securities laws.

(b) Any Transfer in contravention of any of the provisions of this Article 5 shall be void and ineffectual and shall not bind or be recognized by the Partnership.

(c) Notwithstanding any contrary provision in this Agreement, unless waived in writing by the General Partner in its sole and absolute discretion, any otherwise permitted Transfer shall be null and void if:

(i) such Transfer subjects the Partnership or the General Partner to regulation under the Investment Company Act, the Investment Advisers Act or ERISA;

(ii) such Transfer would cause a termination of the Partnership for federal or state income tax purposes;

(iii) such Transfer would, in the opinion of counsel to the Partnership, cause the Partnership to cease to be classified as a partnership for federal or state income tax purposes;

(iv) such Transfer requires the registration of such Transferred Units pursuant to any applicable federal or state securities laws;

(v) such Transfer would cause the Partnership to become a "publicly traded partnership," as such term is defined in Sections 469(k)(2) or 7704(b) of the Code;

(vi) such Transfer would cause the Partnership to have more than 100 partners (for purposes of this Section 5.3(c)(vi), the term "partners" includes those Persons indirectly owning Units in the Partnership through a partnership, limited liability company, "S" corporation or grantor trust (each such entity, a "flow-through entity"), but only if substantially all of the value of such Person's interest in the flow-through entity is attributable to the flow-through entity's Units (direct or indirect) in the Partnership);

(vii) such Transfer involves Units being traded on an "established securities market" or a "secondary market or the substantial equivalent thereof" as those terms are defined in Treasury Regulation Section 1.7704-1 (in addition, such Transfers shall not be "recognized" (as that term is defined in Treasury Regulation Section 1.7704-1(d)(2)) by the Partnership);

(viii) such Transfer results in a violation of applicable laws;

(ix) such Transfer causes the revaluation or reassessment of the value of any Partnership asset resulting in any federal, state, local or foreign tax liability; or

(x) such Transfer is made to any Person who lacks the legal right, power or capacity to own such Units.

ARTICLE 6
DISSOLUTION AND LIQUIDATION

Section 6.1. Events of Dissolution. The Partnership shall be dissolved and its affairs wound up upon the first to occur of the following events:

(a) the expiration of the term specified in Section 1.6;

(b) the sale or other disposition of all or substantially all the assets of the Partnership;

(c) the election to dissolve the Partnership made in writing by the General Partner;

(d) the entry of a decree of judicial dissolution pursuant to Section 17-802 of the Act;

(e) at any time there are no limited partners of the Partnership, unless the business of the Partnership is continued in accordance with the Act; and

(f) any event that results in the General Partner ceasing to be a general partner of the Partnership under the Act, provided that the Partnership shall not be dissolved and required to be wound up in connection with any such event if (A) at the time of the occurrence of such event there is at least one remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (B) within 90 days after the occurrence of such event, a majority of the Limited Partners agree in writing or vote to continue the business of the Partnership and to the appointment, effective as of the date of such event, if required, of one or more additional general partners of the Partnership.

Section 6.2. Actions Upon Dissolution.

(a) Upon dissolution of the Partnership, the General Partner or, if there be none, a liquidating trustee appointed with a Majority Consent of the Limited Partners (the General Partner or such a liquidating trustee, the "Liquidator") shall cause the cancellation of the Certificate and liquidate the Partnership assets and apply and distribute the proceeds thereof as follows:

(i) The Liquidator shall provide for the satisfaction of the Partnership's liabilities and obligations to creditors (whether by payment or the making of reasonable provision for payment thereof). In performing its duties, the Liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Partnership in such reasonable manner as the Liquidator shall determine to be in the best interests of the Partners.

(ii) Any Net Profits or Net Losses or other items realized in connection with the liquidation of the Partnership's assets shall be allocated among the Partners in accordance with Article 7 and the remaining assets of the Partnership shall then be distributed to the Partners in cash (to the extent feasible) or in kind in proportion to the positive balances in their respective Capital Accounts (and, if a distribution in kind is necessary, after allocating

any Net Profits or Net Losses, realized or unrealized, that are attributable to such distribution).

The Liquidator shall be entitled to exculpation and indemnification from the Partnership upon the terms, *mutatis mutandis*, of Section 3.7. Dissolution of the Partnership shall be effective on the day on which the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the winding up of the Partnership is completed and the Certificate shall have been cancelled in accordance with the Act. Notwithstanding the dissolution of the Partnership, prior to the termination of the Partnership, as aforesaid, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement; provided that the Partnership shall engage in no activities other than those related to the winding up of the Partnership.

(b) In the event that the Liquidator shall determine that an immediate sale of part or all of the Partnership's assets would cause undue loss to the Partners, the Liquidator may, in order to avoid such loss, either (i) defer liquidation of, and withhold from distribution for a reasonable time, any assets of the Partnership except those necessary to satisfy the Partnership's debts and obligations to third parties, or (ii) distribute the properties and assets of the Partnership to the Partners in kind.

Section 6.3. General Partner Clawback. If at the date of termination of the Partnership, after giving effect to all distributions made pursuant to Articles 6 and 7 with respect to the Limited Partners, either:

(a) the General Partner has received, before giving effect to this Section 6.3, distributions pursuant to Section 7.4(b)(iii) and (iv) that exceed twenty percent (20%) of the excess of (x) the sum of the amount of cash distributions plus the fair value of any Securities distributed to the Partners, over (y) the aggregate amount of Capital Contributions of the Limited Partners, or

(b) the General Partner has received distributions pursuant to Section 7.4 and the Limited Partners (other than any Defaulting Limited Partners) have received, before giving effect to this Section 6.3, distributions from the Partnership that are less than the sum of all Capital Contributions made by such Limited Partners plus the amount described in Section 7.4(b)(i),

then the General Partner shall make Capital Contributions to the Partnership equal to the lesser of:

(i) the greater of the (A) amount of such excess distributions to the General Partner described in clause (a) above and (B) the deficiency described in clause (b) above and

(ii) the amount (if any) of distributions received by the General Partner pursuant to Section 7.4, less any taxes paid or payable in respect of such distributions or related allocations of Partnership income or gain, and increased by any tax benefits available to the General Partner arising from the clawback payment made pursuant to this Section 6.3.

The Partnership shall, subject to Section 7.6 and applicable law, distribute such amount contributed by the General Partner, in cash or Securities, to the Limited Partners pro rata in accordance with their Percentage Interests and adjust as appropriate allocations of the Partnership income and gain to reflect the same. The General Partner shall cause each person who is entitled to receive, directly or indirectly, amounts distributed to the General Partner pursuant to Section 7.4 to undertake to return any of such amounts distributed to such Person, less any taxes paid or payable in respect of such distributions or related allocations of Partnership income or gain, and increased by any tax benefits available to such Person arising from the clawback payment made pursuant to this Section 6.3, in the event of a clawback pursuant to this Section 6.3. Notwithstanding any other provision of this Agreement to the contrary, this Section 6.3 may not be amended without the Two-Thirds Consent of the Limited Partners.

ARTICLE 7
CAPITAL ACCOUNTS; ALLOCATIONS; DISTRIBUTIONS

Section 7.1. Capital Accounts.

(a) An individual capital account (a "Capital Account") shall be established and maintained for each Partner in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv) and the following provisions:

(i) to such Partner's Capital Account there shall be credited the amount of cash and the initial Gross Asset Value of any other property contributed by that Partner to the Partnership, such Partner's distributive share of Net Profits and items of income or gain specially allocated hereunder and the amount of any Partnership liabilities that are assumed by such Partner or that are secured by any assets of the Partnership distributed to such Partner;

(ii) to such Partner's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any other property of the Partnership distributed to such Partner, such Partner's distributive share of Net Losses and items of loss, expense and deduction specially allocated hereunder and the amount of any liabilities of such Partner that are assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership; and

(iii) in determining the amount of any liability for purposes of this Section 7.1(a), there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and the Treasury Regulations.

(b) In the event that all or a portion of any Partner's interest in the Partnership is transferred, the transferee shall succeed to the Capital Account of the transferor to the extent such Capital Account relates to the portion of the interest so transferred.

Section 7.2. General Allocations. Subject and after giving effect to the special allocations set forth in Section 7.3, Net Profits and Net Losses of the Partnership for each Allocation Period shall be allocated among the Partners in a manner such that each Partner's

Capital Account balance, immediately after making all allocations required for that Allocation Period, is, as nearly as possible, equal to (i) the distributions that would be made to such Partner under Sections 7.4(b)(i)-(iv) and 7.5 if the assets of the Partnership were sold for cash equal to their respective Gross Asset Values, all liabilities of the Partnership were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability), and the net proceeds of such hypothetical sale of assets were distributed to the Partners in accordance with Sections 7.4(b) and 7.5 of the Agreement immediately after the hypothetical sale of assets, minus (ii) such Partner's share of "partnership minimum gain" (as that term is defined in Treasury Regulations Section 1.704-2(b)(2)) and partner nonrecourse debt minimum gain (as that term is defined in Treasury Regulations Section 1.704-2(i)(2)) of the Partnership, computed immediately before the hypothetical sale of assets. Notwithstanding any other provision of Sections 7.1 to 7.3, items of income, gain, loss, deduction, and credit realized by the Partnership in respect of its ownership of a Blocker Entity and in respect of any Blocker Investment held in part through such Blocker Entity shall be specially allocated as follows: (*A*) any such items attributable to the Partnership's interest in such Blocker Entity shall be specially allocated to the General Partner and the ECI Partners in a manner that gives effect to their respective economic interests in such Blocker Entity, taking the provisions of Section 2.13 into account, as determined in good faith by the General Partner, and (*B*) the remaining items shall be specially allocated to the Partners that are not ECI Partners in a manner consistent with Sections 7.1 to 7.3.

Section 7.3. Special Allocations, Etc.

(a) Limitation on Loss Allocations. The Net Losses allocated to any Partner pursuant to Section 7.2 with respect to any Allocation Period shall not exceed the maximum amount of Net Losses that can be so allocated without causing such Partner to have a negative Adjusted Capital Account at the end of such Allocation Period. All Net Losses otherwise allocable to a Partner in excess of the limitation set forth in this Section 7.3(a) shall be allocated (i) first, to those Partners who are not subject to this limitation in accordance with Section 7.2, and (ii) second, any remaining amount to the Partners in the manner required by the Code and the Treasury Regulations.

(b) Nonrecourse Deductions and Chargebacks. Notwithstanding any other provision of this Agreement to the contrary, nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) shall be allocated to the Partners in the same manner as such nonrecourse deductions would be allocated pursuant to Section 7.2 if they were Net Losses. Notwithstanding any other provision of this Agreement to the contrary, in the event that there is a net decrease in partnership minimum gain (as that term is defined in Treasury Regulations Section 1.704-2(b)(2)) with respect to the Partnership during a taxable year of the Partnership, the Partners shall be allocated items of income and gain in accordance with Treasury Regulations Section 1.704-2(f). The preceding sentence is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(f) and shall be interpreted and applied in a manner consistent therewith.

(c) Partner Nonrecourse Deductions and Chargebacks. Notwithstanding any other provision of this Agreement to the contrary, any partner nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(i)(1)) shall be allocated to the Partner who (in its capacity, directly or indirectly, as lender,

guarantor or otherwise) bears the economic risk of loss with respect to the loan to which such partner nonrecourse deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i). Notwithstanding any other provision of this Agreement, if during a taxable year of the Partnership there is a net decrease in partner nonrecourse debt minimum gain (as that term is defined in Treasury Regulations Section 1.704-2(i)(2)), that decrease shall be charged back among the Partners in accordance with Treasury Regulations Section 1.704-2(i)(4). The preceding sentence is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted and applied in a manner consistent therewith.

(d) Qualified Income Offset. Any Partner who unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes the Partner's Adjusted Capital Account balance to become negative shall be allocated items of income and gain in an amount and manner sufficient to eliminate such negative Adjusted Capital Account balance as quickly as possible. The preceding sentence is intended to constitute a "qualified income offset" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted and applied in a manner consistent therewith.

(e) Section 743(b) and Section 734(b) Adjustments. To the extent that an adjustment to the adjusted tax basis of any asset of the Partnership pursuant to Code Section 743(b) or Code Section 734(b) is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) or, in the case of a distribution to a Partner in complete liquidation of its interest in the Partnership, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Partners in accordance with their interests in the Partnership in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(2) applies, or to the Partners to which such distribution was made in the event that Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) applies.

(f) Regulatory Allocations. The allocations set forth in Section 7.3(a) and 7.3(d) are intended to comply with certain requirements of the Treasury Regulations. It is the intent of the Partners that, to the extent possible, all such allocations shall be offset as rapidly as possible with special allocations of other items of income, gain, loss, expense, or deduction of the Partnership. Therefore, subject to the other provisions of this Section 7.3, such offsetting special allocations of income, gain, loss, expense, or deduction of the Partnership shall be made so that, after such offsetting allocations are made, each Partner's Capital Account balance is, to the greatest extent possible, equal to the Capital Account balance such Partner would have had if Sections 7.3(a) and 7.3(d) were not part of this Agreement and all items of the Partnership were allocated pursuant to Sections 7.2, 7.3(b), 7.3(c), and 7.3(e).

(g) Section 704(c) and Capital Account Revaluation Allocations. In accordance with Section 704(c) of the Code and Treasury Regulations Section 1.704-3(b) thereunder, income, gain, loss, expense, and deduction with

respect to any property contributed to the Partnership shall, solely for income tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property for federal income tax purposes and its initial Gross Asset Value. In the event the Gross Asset Value of any asset of the Partnership is adjusted pursuant to the definition of "Gross Asset Value", subsequent allocations of income, gain, loss, expense, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under Section 704(c) of the Code and Treasury Regulations Section 1.704-3(b) thereunder. Allocations pursuant to this Section 7.3(g) are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Net Profits, Net Losses, other items or distributions pursuant to any provision of this Agreement.

(h) Additional Allocation Rules. For purposes of determining the Net Profits, Net Losses or any other items allocable to any period, Net Profits, Net Losses and any such other items shall be determined on a daily, monthly or other basis (but no less frequently than once annually), as reasonably determined by the General Partner using any method that is permissible under the Code (including without limitation Section 706) and the Treasury Regulations thereunder. Except as otherwise provided in this Agreement, all items of income, gain, loss and deduction of the Partnership and any other allocations not otherwise provided for shall be allocated among the Partners in the same manner as is applicable to Net Profits and Net Losses for the Allocation Period in question. The Partners are aware of the income tax consequences of the allocations made by this Agreement and hereby agree to be bound by the provisions of this Agreement in reporting their shares of income and loss of the Partnership for income tax purposes.

(i) Tax Classification of the Partnership. Each Partner recognizes and intends that the Partnership will be classified for federal income tax purposes as a partnership, and the Partners will not, nor will they cause or permit the Partnership to, make any election or take any action that would cause the Partnership to be treated as an association taxable as a corporation for federal income tax purposes or that would cause relationship of the Partners under this Agreement to be excluded from the application of all or any part of Subchapter K of Chapter 1 of Subtitle A of the Code or from any successor provisions to Subchapter K under the Code or from any similar provisions of applicable state laws.

Section 7.4. Distributions of Distributable Cash and Distributable Securities.

(a) Distributions of Distributable Cash and Distributable Securities, other than on dissolution and liquidation of the Partnership, shall be made at such times and in such amounts as the General Partner may, in its sole discretion, determine as provided in this Section 7.4. Notwithstanding anything to the contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not be required to make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate the Act or other applicable law.

(b) Subject to Section 7.5, Distributable Cash and Distributable Securities shall be distributed, other than on dissolution and liquidation of the Partnership, to and among the Limited Partners and the General Partner as follows:

(i) *First,* 100% to the Partners, pro rata based on their Invested Amount, until each Partner has received an amount equal to an 8% per annum cumulative non-compounded priority return upon such Partner's Invested Amount in the Partnership. For this purpose, "Invested Amount" will mean at any time for each Partner (x) the aggregate Capital Contributions made by such Partner to the Partnership, less (y) all amounts distributed to such Partner under clause *Second* of this Section 7.4(b);

(ii) *Second,* 100% to the Partners, pro rata based on their aggregate Capital Contributions, until each Partner has received in the aggregate pursuant to this clause *Second* (taking into account any prior distribution under this clause) an amount equal to the aggregate Capital Contributions actually made by such Partner to the Partnership;

(iii) *Third,* 100% to the General Partner until it has received under this clause *Third* (taking into account any prior distribution under this clause) an amount equal to 20% of the cumulative aggregate distributions made to the Partners under clause *First* and this clause *Third* of this Section 7.4(b);

(iv) *Fourth,* 80% to the Partners, pro rata based on their aggregate Capital Contributions, and 20% to the General Partner.

(c) In the event aggregate distributions made to any Partner pursuant to Section 7.4(b) for any fiscal year are in an amount less than such Partner's Projected Income Tax Liability the Partnership may, within ninety (90) days following the end of such fiscal year, to the extent there exists Distributable Cash, distribute to any such Partner additional amounts, which, together with all amounts previously distributed to such Partner during the fiscal year (other than amounts distributed pursuant to this Section 7.4(c) in respect of any previous fiscal year), equal such Projected Income Tax Liability. If the Partnership does not have sufficient funds to so distribute to each Partner the full amount of its Projected Income Tax Liability for any fiscal year as provided in this Section 7.4(c), the Partnership may distribute its available funds to the Partners ratably according to the excess of each Partner's Projected Income Tax Liability over the Partner's prior distributions during such fiscal year. Amounts distributed to the Partners pursuant to this Section shall be applied against and shall reduce the next amounts distributable to them pursuant to Section 7.4(b) above, and shall be treated as distributed under the applicable paragraph of Section 7.4(b) as of the distribution date when so applied.

(d) The Partnership may, when and as determined by the General Partner, distribute Distributable Securities to and among the Partners instead of Distributable Cash. For purposes of any such distribution, Distributable Securities shall be valued, as of a date as close as reasonably practicable to the date of their distribution, by the General Partner according to their "fair value". The determination of "fair value" shall be based upon all relevant factors, including the type of security, its marketability, restrictions on its disposition, recent purchases of

the same or similar securities by other investors, pending mergers or acquisitions, the current financial position and operating results of the issuer of the security, and the risks and potential of the security. The fair value of any Distributable Securities that are publicly-traded shall be equal to the average of (i) if applicable, the median of the "bid" and "asked" price for such securities on the market on which the securities are regularly traded, or (ii) if applicable, the closing price on the market on which such securities are regularly traded. Most or all of the Partnership's investments may have no readily ascertainable value, and as a result the General Partner will have substantial discretion in determining the "fair value" of those securities. The General Partner will make a good faith determination of the "fair value" of such securities considering all factors, information and data reasonably deemed to be pertinent. The General Partner will provide at least 15 days prior notice to the Limited Partners of a distribution of Distributable Securities.

Section 7.5. Special Distributions. The General Partner may from time to time distribute any Distributable Cash and/or Distributable Securities related to commitments made to Portfolio Investments prior to the Principal Closing Date to the Limited Partners admitted to the Partnership prior to the Principal Closing Date in accordance with, and as specified in, any Side Letter (as defined in Section 9.14(d)) between the General Partner and such Limited Partners. Any distributions under this Section 7.5 shall not be included in any calculation of distributions due to any Limited Partners under Section 7.4. Each Additional Limited Partner to this Agreement hereby expressly consents to any such distribution and acknowledges that it shall not have any rights in or to such Distributable Cash and/or Distributable Securities or the income or profits derived therefrom by virtue of holding its Partnership Units.

Section 7.6. Withholding, Etc. Notwithstanding any provision to the contrary in this Agreement, to the extent that the General Partner determines that the Partnership is required pursuant to applicable federal, state, local, or foreign law either (i) to pay tax (including estimated tax) on a Partner's allocable share of Net Profits or items of income or gain, whether or not distributed, or (ii) to withhold and pay over to any tax authority any portion of a distribution otherwise distributable to a Partner, the Partnership may pay over such tax or such withheld amount to the relevant tax authority. Any such tax or withheld amount so paid over shall reduce the applicable amount otherwise distributable to such Partner under this Agreement, and, as necessary, shall offset the next distribution(s) to be made to that Partner under this Agreement on a dollar-for-dollar basis and shall be deemed to have been distributed to that Partner under the applicable provision of this Agreement when so applied, as determined by the General Partner. In the event that the Partnership is required to withhold or otherwise pay tax (including pursuant to Code Sections 1441, 1442, 1445 or 1446) on a Partner's allocable share of Net Profits or items of income or gain in an amount that exceeds the amount of cash otherwise available to be distributed to that Partner, that Partner shall, at the General Partner's request, promptly contribute an amount of cash to the Partnership equal to such excess. Any contribution made by a Partner pursuant to the preceding sentence shall not constitute a Capital Contribution and, consequently, shall not reduce the Remaining Capital Commitment or increase the Capital Account of such Partner.

Section 7.7. Return of Partners' Capital Contributions. All Partners shall look solely to the assets of the Partnership for the return of their respective Capital Contributions or any other distributions with respect to their Units. If the assets remaining after payment or discharge, or provision for payment or discharge, of its debts and liabilities are insufficient to return the Capital Contributions or to make any other distributions to the Partners, no Partner

shall have any recourse against the personal assets of any other Partner for that purpose. No Partner shall have any obligation to fund any deficit in its Partnership Capital Account.

Section 7.8. Distribution In-Kind. No Partner has the right to demand and receive property other than cash from the Partnership. The General Partner may in its sole discretion make distributions in kind of Securities, either pursuant to this Section 7.8 or in connection with the liquidation of the Partnership; provided that the General Partner may distribute Securities pursuant to this Section 7.8 prior to liquidation only (a) with the consent of the Limited Partner Committee or (b) if such Securities are, at the time of distribution, (i) listed on a national securities exchange, or quoted on the National Association of Securities Dealers Automated Quotation system and (ii) immediately capable of being sold to the public without any contractual or legal trading restrictions and without the requirement of any government consents or filings (other than notice filings pursuant to Rule 144(h) under the Securities Act of 1933, as amended). Any in-kind distributions shall be made in such a fashion as to ensure that the fair value is distributed and allocated and that each Partner receives an amount not greater than its pro rata share of such in-kind distributions (except as otherwise provided in this Agreement), provided that the Partnership shall not make any in-kind distributions to any Limited Partner (but will still allocate the fair value of the in-kind distribution as if such distribution were being made) if such Limited Partner has not been provided ten (10) calendar days advance written notice of the intent to make such in-kind distribution or if, in the opinion of counsel to such Limited Partner (which counsel and opinion shall be reasonably acceptable to the General Partner), such in-kind distribution shall cause such Limited Partner to be in violation of any federal, state or local law or any rule or regulation adopted thereunder by any agency, commission or authority having jurisdiction and the Securities that would have been distributed in kind shall be disposed of pursuant to mutual agreement by the General Partner and such Limited Partner.

ARTICLE 8
BOOKS AND RECORDS, ACCOUNTING, TAX ELECTIONS, ETC.

Section 8.1. Books and Records. The General Partner shall keep or cause to be kept complete and accurate books and records of the Partnership, which shall be maintained and be available at the principal office of the Partnership for examination and copying by any Partners, or their duly authorized representatives for any purpose reasonably related to such Partner's Units, provided that (a) such inspection shall occur during normal business hours and only after reasonable advance notice to the General Partner, and (b) the inspecting Partner shall be responsible for any out-of-pocket costs or expenses incurred by the Partnership in making such books and records available for inspection.

Section 8.2. Accountants. The Accountants for the Partnership shall be such firm of certified public accountants of nationally recognized standing as shall be engaged by the General Partner on behalf of the Partnership from time to time.

Section 8.3. Reports to the Limited Partners. The General Partner shall cause to be prepared and sent to each Partner the following: (a) quarterly reports on the Partnership including unaudited financial statements within a reasonable period after such reports are prepared, (b) within one hundred twenty (120) days after the close of each fiscal year, an annual report for the fiscal year including (i) audited financial statements of the Partnership, (ii) a statement of each Limited Partner's Capital Account, and (iii) a description of the investment activities of the Partnership, and (c) such additional information as is necessary for the Limited Partners to prepare their tax returns. The General Partner shall not incur any liability as a result

of a failure to timely furnish any such report if it has acted in good faith with respect to attempting to provide such reports.

Section 8.4. Special Basis Adjustments. In the event of a Transfer of all or any part of any Unit for an amount in excess of the adjusted basis for such Unit for federal income tax purposes, the Partnership may, in the discretion of the General Partner, and shall at the request of the Transferee of such Unit, elect pursuant to Section 754 of the Code to adjust the basis of the Partnership property. Notwithstanding anything contained in Article 7 of this Agreement, any adjustments made pursuant to Section 754 shall affect only the Transferee for tax accounting purposes and shall not affect the Capital Accounts of any Partner or the amount of its Capital Contribution hereunder. Each Partner will furnish the Partnership with all information necessary to give effect to such election and shall pay all out-of-pocket costs and expenses of the Partnership associated with any election applicable as to such Partner.

Section 8.5. Reporting Year and Accounting Method; Tax Year. The reporting and fiscal year of the Partnership shall end on each December 31. The books of the Partnership shall be kept in accordance with generally accepted accounting principles consistently applied. The tax year of the Partnership shall be the calendar year.

Section 8.6. Tax Matters Partner. The General Partner shall be the tax matters partner and shall be entitled to take such actions on behalf of the Partnership in any and all proceedings with the Internal Revenue Service as it determines to be necessary, convenient, or advisable. The tax matters partner shall be entitled to be reimbursed by the Partnership for all out-of-pocket costs and expenses incurred in connection with any such proceeding and to be indemnified by the Partnership (solely out of Partnership assets) with respect to any action brought against such Partner in connection with the settlement of any such proceeding.

Section 8.7. Meetings of Partners. In the year 2012 and in each calendar year thereafter until the final dissolution and liquidation of the Partnership, the General Partner will organize and convene, upon at least sixty (60) calendar days' notice to the Limited Partners, an annual information meeting for the Partners at such site as the General Partner shall select (including via a teleconference).

ARTICLE 9
GENERAL PROVISIONS

Section 9.1. Appointment of General Partner as Attorney-in-Fact.

(a) Each Limited Partner irrevocably constitutes and appoints the General Partner (so long as it continues to serve in such capacity) such Limited Partner's true and lawful attorney-in-fact with full power and authority in its name, place, and stead to execute, acknowledge, deliver, swear to, file, and record at the appropriate public offices the following documents, as may be necessary, convenient, or advisable, in the reasonable discretion of any such attorney-in-fact, to carry out the provisions of this Agreement:

(i) all certificates and other instruments appropriate to form, qualify, register, or continue the Partnership as a limited partnership in any jurisdiction or to comply with any laws applicable to the offering of Units;

(ii) all amendments to this Agreement or the Certificate as may be (A) appropriate to reflect the admission or withdrawal of any Partner or the Transfer of any Unit (including sale of a Defaulting Interest under Section 2.9(b) or forfeiture of a Defaulting Interest under Section 2.9(c)) or (B) adopted in accordance with the terms hereof;

(iii) all conveyances and other instruments as may be appropriate to reflect the dissolution and termination of the Partnership in accordance with the terms of this Agreement; and

(iv) all fictitious or assumed name certificates required or permitted to be filed on behalf of the Partnership.

(b) The power of attorney in this Section 9.1 shall be deemed to be coupled with an interest in recognition of the fact that each of the Partners will be relying upon such power for the efficient conduct of the business of the Partnership. The power of attorney in this Section 9.1 shall be irrevocable and shall survive the Transfer of any Unit, shall be binding on any Transferee, including any assignee of only the distribution rights relating thereto, and shall survive the death, incompetence, or legal disability of any Limited Partner.

(c) No attorney-in-fact under Section 9.1(a) shall take any action in such capacity for any Limited Partner where such action requires the Consent of a Limited Partner under this Agreement, unless such Consent shall have been given or deemed to have been given.

Section 9.2. Notices. Any and all notices contemplated by this Agreement shall be deemed adequately given only if in writing and delivered or sent by (a) registered or certified mail (postage prepaid and return receipt requested), (b) a nationally recognized overnight delivery service, or (c) facsimile transmission (with a confirming copy sent by one of the means specified in clauses (a) and (b)). All such notices shall be sent to the address of a Partner as specified on Schedule A or as provided by written notice to the General Partner from time to time by a Partner. Any such notice may be waived in writing by the party entitled thereto, either prospectively or retroactively.

Section 9.3. Section Headings and Captions. Section headings and captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

Section 9.4. Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the legal representatives, successors in interest, and permitted assigns of the respective parties hereto. Section 3.7 is also intended to run to the benefit of the other parties referred to therein.

Section 9.5. Applicable Law; Supremacy of Act. This Agreement shall be construed and enforced in accordance with the laws of the State without regard to any choice of law doctrine that would require application of the laws of any other jurisdiction. No action may be taken under this Agreement unless such action is taken in compliance with the provisions of the Act.

Section 9.6. Counterparts. This Agreement may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on all parties hereto, notwithstanding that all parties have not signed the original or the same counterpart.

Section 9.7. Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

Section 9.8. Survival of Certain Provisions. The obligations of each Partner pursuant to Sections 3.7 and 9.12 shall survive the termination or expiration of this Agreement and the termination, dissolution and winding up of the Partnership.

Section 9.9. Court Proceedings. Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Delaware or the Commonwealth of Massachusetts or the United States of America for the District of Delaware or Massachusetts. By execution and delivery of this Agreement, each Partner or Transferee party hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and hereby voluntarily, knowingly and, to the fullest extent permitted by law, irrevocably waives any claims or defenses to venue and/or personal jurisdiction.

Section 9.10. Non Waiver. No provision of this Agreement shall be deemed to have been waived except if the giving of such waiver is contained in a written notice given to the party claiming such waiver, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

Section 9.11. Further Actions. Each Partner shall execute and deliver such other certificates, agreements and documents, and take such other actions, as may reasonably be requested by the General Partner in connection with the formation of the Partnership and the achievement of its purposes, including (a) any documents that the General Partner deems necessary or appropriate to form, qualify or continue the Partnership as a limited partnership in all jurisdictions in which the Partnership conducts or plans to conduct business and (b) all such agreements, certificates, tax statements and other documents as may be required to be filed in respect of the Partnership.

Section 9.12. Confidentiality.

(a) Each Limited Partner shall not disclose without the prior consent of the General Partner (other than to such Limited Partner's employees, auditors or counsel) any information with respect to the Partnership or any Portfolio Company that is designated by the General Partner to such Limited Partner in writing as confidential, provided that a Limited Partner may disclose any such information without the consent of the General Partner (i) as has become generally available to the public, (ii) as may be required or appropriate in any report, statement or testimony submitted to any municipal, state or national (including foreign) regulatory body having jurisdiction over such Limited Partner (iii) as may be required or appropriate in response to any summons or subpoena or in connection with any litigation, (iv) to the extent necessary in order to comply with any law, order, regulation, ruling or other governmental request applicable to such Limited Partner and (v) to its professional advisors.

(b) Subject to the provisions of this Agreement, the General Partner may in its sole discretion keep confidential any information known by the General Partner as to Portfolio Companies, Portfolio Investments or other aspects of the Partnership's investment activities if and to the extent that the General Partner determines that keeping such information confidential is in the best interests of the Partnership and, further, the General Partner shall have the right to keep confidential any information as provided in Section 17-305(b) of the Act.

Section 9.13. Integration. This Agreement, each Subscription Agreement and each Side Letter (as defined in Section 9.14(d)) hereto constitutes the entire agreement between the parties hereto or thereto, as applicable, pertaining to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements or understandings between the parties hereto or thereto, as applicable, pertaining to the subject matter hereof.

Section 9.14. Amendments.

(a) Except as otherwise authorized herein, amendments may be made to this Agreement from time to time by the General Partner, without the consent or approval of the Limited Partners, to:

(i) add to its duties or obligations or surrender any right or power granted to it herein;

(ii) cure any ambiguity or correct or supplement any provision hereof that may be incomplete or inconsistent with any other provision hereof so long as such amendment under this clause (ii) does not adversely affect the interests of the Limited Partners;

(iii) delete or add any provision of this Agreement required to be so deleted or added by any federal agency or by a state "Blue Sky" commissioner or similar such official, which addition or deletion, in the case of additions or deletions required by a securities regulatory agency or official, is deemed by such agency or official to be for the benefit or protection of the Limited Partners;

(iv) reflect the admission of any Additional Limited Partner (or the increase in the Capital Commitment of any Additional Limited Partner increasing its Capital Commitment);

(v) (A) satisfy any requirements, conditions, guidelines or opinions contained in any opinion, directive, order, ruling or regulation of the Securities and Exchange Commission, the Internal Revenue Service or any other United States federal or state agency, or in any United States federal or state statute, compliance with which the General Partner deems to be in the best interests of the Partnership, or (B) change the name of the Partnership, so long as such amendment under this clause (v) does not adversely affect the interests of the Limited Partners hereunder;

(vi) amend this Agreement in accordance with Section 2.2 and Section 3.9(d); and

(vii) take such actions as may be necessary (if any) to cause the assets of the Partnership to come within the exclusion from the definition of plan assets contained in Section 2510.3-101 of Title 29 of the Code of Federal Regulations.

(b) Except as otherwise authorized herein, amendments may be made to this Agreement from time to time by a writing duly executed by the General Partner with Majority Consent of the Limited Partners, provided, however, that no such amendment shall:

(i) in any manner allow the Limited Partners to take part in the control of the Partnership's business or otherwise modify their limited liability;

(ii) without the specific consent of each subject Partner:

(A) convert a Limited Partner's Units into a General Partner's Units;

(B) modify the limited liability or, subject to Section 3.9(d), voting rights of a Limited Partner;

(C) alter the interest of a Partner in Distributable Cash or Distributable Securities;

(D) increase a Partner's Capital Commitment; or

(E) require a Partner to loan or advance funds to the Partnership; or

(iii) without the Consent of each Partner alter this Section 9.14(b).

(c) Units held by the General Partner, the Manager, or any Affiliate of the General Partner or the Manager shall not participate in any vote or consent with respect to amending or waiving any provision of Sections 3.4 or 4.2 and shall be disregarded for purposes of determining the number of votes or consents required to adopt any such amendment or waiver on behalf of the Partnership.

(d) Notwithstanding the provisions of this Agreement including Sections 9.14(a) and 9.14(b) or of any Subscription Agreement, it is hereby acknowledged and agreed that the General Partner, on its own behalf or on behalf of the Partnership, without the approval of any Limited Partner or any other Person, may enter into certain side letters or other supplemental agreements with one or more Limited Partners (each a "Side Letter Grantee") which have the effect of establishing rights under, or altering or supplementing the terms of, or providing an interpretation of certain provisions of this Agreement and/or any Subscription Agreement (each such side letter, agreement or contract entered into by the General Partner pursuant to this Section 9.14(d), shall hereinafter be referred to as a "Side Letter"). The parties hereto agree that any terms contained in a Side Letter to or with a Side Letter Grantee shall govern with respect to such Side Letter Grantee notwithstanding the provisions of this Agreement or of any Subscription Agreement.

ARTICLE 10
DEFINED TERMS AND RULES OF INTERPRETATION

Section 10.1. Terms. Capitalized terms used in this Agreement shall have the meanings specified below:

"Accountants" means such firm of certified public accountants of nationally recognized standing as may be engaged by the General Partner for the Partnership from time to time.

"Act" means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. § 17-101 et seq., as amended from time to time, and any successor to such statute.

"Additional Limited Partner" shall have the meaning set forth in Section 2.2.

"Adjusted Capital Account" means, with respect to any Partner, the balance of such Partner's Capital Account as of the end of the relevant Allocation Period, after giving effect to the following adjustments: (a) credit to such Capital Account any amounts that such Partner is obligated to restore to the Partnership (pursuant to the terms of this Agreement or otherwise) or is deemed to be obligated to restore pursuant to (i) the penultimate sentence of Treasury Regulations Section 1.704-2(g)(1), or (ii) the penultimate sentence of Treasury Regulations Section 1.704-2(i)(5); and (b) debit to such Capital Account the items described in paragraphs (4), (5) and (6) of Treasury Regulations Section 1.704-1(b)(2)(ii)(d). The foregoing definition is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means, with respect to any specified Person (the "first person"), any other Person that (a) directly or indirectly controls, is controlled by, or is under common control with the first person, (b) is an officer, director, partner, member or trustee of the first person, or (c) is an Entity for which the first person acts as an officer, director, partner, or trustee. For purposes of this definition "control" means the ability to determine the management or policies of a specified Entity through the ownership of voting securities, by contract, or otherwise. Notwithstanding the foregoing, holders of non-managing economic interest in the General Partner, the Manager or any "first person" under consideration shall not, solely by virtue of such holdings, be considered Affiliates of the General Partner, the Manager or such first person, respectively.

"Agreement" means this Second Amended and Restated Limited Partnership Agreement, as from time to time may be further amended, supplemented or restated.

"Allocation Period" means the period commencing on January 1 (or, for 2012, the date of this Agreement) and ending on December 31, or any portion thereof for which the Partnership is required to allocate or otherwise allocates Net Profits, Net Losses and other items of income, gain, loss, expense, or deduction pursuant to this Agreement.

"Blocker Entity" shall have the meaning specified in Section 2.13(a).

"Blocker Investment" shall have the meaning specified in Section 2.13(a).

"Bridge Financing" means any financing transaction in which the Partnership incurs indebtedness or borrows money on a temporary basis (i.e., to be repaid or refunded within 120 days) to facilitate the consummation of the Partnership's Investment in a Portfolio Company

pending the delivery of a Notice of Drawdown; provided that any Bridge Financing that is not refinanced or refunded within 120 days of the date of the closing of such Bridge Financing shall cease to be considered, for any purpose hereunder, as a Bridge Financing. Any Bridge Financing entered into by the Partnership will be designated as such when made.

"Capital Account" shall have the meaning specified in Section 7.1.

"Capital Commitment" means, with respect to any Partner, the amount set forth opposite the name of such Partner on Schedule A.

"Capital Contribution" means, in relation to any Partner, the total amount of cash and the initial Gross Asset Value of other property contributed to the Partnership by such Partner pursuant to a single Drawdown or the aggregate amount of such contributions made, as the context may require, by such Partner to the Partnership pursuant to Section 2.2, Section 2.4 and the other provisions of this Agreement. Any reference in this Agreement to the Capital Contribution of a then Partner shall include any Capital Contribution previously made by any prior Partner in respect of the Units of such then Partner.

"Cause" means conduct by the General Partner that constitutes actual fraud, gross negligence, willful misconduct that results in material damage.

"Certificate" shall have the meaning set forth in the recitals.

"Code" means the Internal Revenue Code of 1986, as amended.

"Co-Investment Vehicle" shall have the meaning set forth in Section 3.9(a).

"Co-Investment Vehicle Operating Agreement" means any partnership agreement, operating agreement, limited liability company agreement or other applicable organizational or operative document of any Co-Investment Vehicle.

"Consent" means either (a) a written consent or (b) approval given pursuant to this Agreement or the Act.

"Default" shall have the meaning set forth in Section 2.9.

"Defaulting Interest" means with respect to any Defaulting Limited Partner a portion of the Defaulting Limited Partner's Units determined according to the following table:

Percent of Capital Commitment Funded through Due Date	**Percent of Units Subject to Forfeiture or Mandatory Sale**
Up to and including 25%	50%
Over 25% up to and including 50%	40%
Over 50% up to and including 75%	30%
Over 75%	20%

"Defaulting Limited Partner" shall have the meaning set forth in Section 2.9.

"Departure Event" shall have the meaning set forth in Section 3.5(c).

"Depreciation" means, for each Allocation Period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such Allocation Period; *provided*, *however*, that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such Allocation Period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction with respect to such asset for such Allocation Period bears to such beginning adjusted tax basis; and, *provided, further*, that if the federal income tax depreciation, amortization or other cost recovery deduction for such Allocation Period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the General Partner.

"Direct Placement Fees" shall have the meaning set forth in Section 3.2(f).

"Distributable Cash" means, with respect to any fiscal period, the excess of all cash receipts of the Partnership from any source whatsoever for that period (other than Capital Contributions) and amounts released in that period from reserves previously established, less the sum of the following amounts:

(a) cash disbursements for all operating expenses of the Partnership for that period, including legal and accounting fees and expenses, banking charges and interest on Bridge Financings and the notes issued by the Partnership in connection with the Initial Investments; and

(b) any amounts set aside in that period as reserves for contingent or future liabilities as deemed necessary by the General Partner.

"Distributable Securities" means Securities that are distributed to the Partners as provided in Section 7.4 and Section 7.5.

"Drawdowns" means the Capital Contributions made to the Partnership from time to time by (a) the Limited Partners pursuant to Notices of Drawdown as specified in Section 2.4(b), or (b) the General Partner pursuant to Section 2.4(c).

"Due Date" shall have the meaning set forth in Section 2.4(b)(i)(C).

"ECI Partner" means any Limited Partner that has made an election in its Subscription Agreement to be notified in the event the Partnership proposes to acquire a Blocker Investment.

"Entity" means any general or limited partnership, corporation, limited liability company, joint venture, trust, company, association, or other business or juridical entity.

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"Excused Investment" shall have the meaning set forth in Section 2.7.

"Excused Partner" shall have the meaning set forth in Section 2.7.

"Existing Partnership Affiliates" shall have the meaning set forth in Section 3.5(c)(iv).

"Expiration Date" shall have the meaning set forth in Section 1.6.

"Final Closing Date" shall have the meaning set forth in Section 2.2.

"First Restated Agreement" means the Amended and Restated Limited Partnership Agreement of the Partnership dated as of March 31, 2011.

"Follow-on Investments" shall have the meaning set forth in Section 3.3(b).

"Fully Invested" has the meaning specified in Section 3.8.

"General Partner" means Saturn Partners III LLC, a Delaware limited liability company, any successor thereto, or any other Person who becomes General Partner of the Partnership in accordance with the terms of this Agreement, in such Person's capacity as General Partner of the Partnership.

"Gross Asset Value" means, with respect to any asset, such asset's adjusted basis for federal income tax purposes, except as follows:

(a) Subject to Section 2.4(d), the initial Gross Asset Value of any asset other than cash contributed by a Partner to the Partnership shall be the gross fair market value of such asset at the time of contribution, as agreed to by the contributing Partner and the General Partner;

(b) the Gross Asset Value of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the General Partner, as of the following times: (i) the contribution of more than a *de minimis* amount of assets to the Partnership by a new or an existing Partner as consideration for an interest in the Partnership; (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Partnership assets as consideration for all or any part of such Partner's interest in the Partnership; (iii) the issuance of an interest in the Partnership (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Partnership; and (iv) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); *provided, however,* that adjustments pursuant to clauses (i), (ii) and (iii) of this sentence shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;

(c) the Gross Asset Value of any Partnership asset other than cash distributed to any Partner shall be the gross fair market value of such asset on the date of distribution, as determined by the General Partner in accordance with Section 7.4(d);

(d) without duplicating any adjustment under paragraph (b) above, the Gross Asset Value of Partnership assets shall be adjusted to reflect any adjustments to the adjusted basis of those assets under Code Sections 734(b) or 743(b), but only to the extent that those adjustments are taken into account in

determining Capital Accounts under Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and paragraph (e) of the definition of "Profits" and "Losses" or Section 7.3(e) hereof; and

(e) if the Gross Asset Value of an asset has been determined or adjusted pursuant to paragraphs (a), (b) or (d) above, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Net Profits and Net Losses (and not the depreciation, amortization or other cost recovery deductions allowable with respect to that asset for federal income tax purposes).

"Guttman Departure Event" shall have the meaning set forth in Section 3.5(d).

"Guttman Replacement Proposal" shall have the meaning set forth in Section 3.5(d)(i).

"Initial Closing Date" means the date of the initial closing of the Partnership.

"Initial Investments" means the initial investments of the Partnership made prior to the Principal Closing Date.

"Initial Limited Partner" shall have the meaning set forth in Section 2.2.

"Invested Amount" shall have the meaning set forth in Section 7.4(b).

"Invested Capital" means, as of the date of determination, (a) the aggregate amount invested in Portfolio Investments held by the Partnership at such date; plus (b) any costs and expenses incurred by the Partnership in identifying, evaluating and arranging any Portfolio Investments held by the Partnership at such date but, for the avoidance of doubt, excluding any amounts paid as Management Fee.

"Investment Advisers Act" means the U.S. Investment Adviser Act of 1940, as amended.

"Investment Committee" means any investment committee that has been or may be established by the General Partner, from time to time in its sole discretion, to evaluate investments.

"Investment Company Act" means the U.S. Investment Company Act of 1940, as amended.

"Investment Objective" shall have the meaning set forth in Section 3.3(a).

"Investment Opportunity" shall have the meaning set forth in Section 3.3(a)(i).

"Investment Period" means the period commencing on the Initial Closing Date and, ending on the earlier of (a) the fifth anniversary of the Final Closing Date of the Partnership and (b) the first date when all of the Capital Commitments of the nondefaulting Limited Partners have been invested in Portfolio Investments or committed for Portfolio Investments and/or contributed to the Partnership to pay, or otherwise reserved for the payment of, the Management Fee or other Partnership Expenses.

"Key Persons" shall have the meaning set forth in Section 3.5(c)(iv).

"Limited Partner Committee" shall have the meaning set forth in Section 3.6(b).

"Limited Partners" means the Persons designated as Limited Partners in Schedule A and any other Persons who become Limited Partners as provided herein, in such Persons' capacities as Limited Partners of the Partnership. For purposes of the Act, the Limited Partners shall constitute a single class or group of limited partners.

"Liquidator" shall have the meaning set forth in Section 6.2(a).

"Majority Consent of the Limited Partners" means, at the relevant time of reference thereto, the Consent of Limited Partners owning over a majority of the Units entitled to vote on matters submitted to the Limited Partners for a vote subject, as applicable, to Section 9.14(c).

"Manager" means Saturn Management LLC, a Delaware limited liability company, as investment manager for the Partnership, or any other person appointed by the General Partner, in accordance with the terms hereof and the Management Agreement, as investment manager of the Partnership.

"Management Agreement" means the Management Agreement between the Partnership and the Manager, as amended from time to time.

"Management Expenses" shall have the meaning set forth in Section 3.2(a).

"Management Fee" shall have the meaning set forth in Section 3.2(c).

"Management Team" means Jeffrey S. McCormick, Susan M. N. Antonio, Robert J. Chicoski, William L. Guttman, and Edward A. Lafferty, and, if applicable, the members of the Investment Committee, collectively, subject to additions and removals from time to time, provided that no individual shall cease to be a member of the Management Team unless he or she is no longer an officer, director, manager, member, employee or consultant of the General Partner or its Affiliates as determined by the General Partner.

"Material Adverse Effect" means (a) a violation of a statute, rule or regulation of a federal, state or foreign governmental authority that is reasonably likely to have a material adverse effect on a Portfolio Company or any Affiliate thereof or on the Partnership, the General Partner or any of their respective Affiliates or on any Partner or any Affiliates of any such Partner, (b) an occurrence that is reasonably likely to subject a Portfolio Company or an Affiliate thereof or the Partnership, the General Partner or any of their respective Affiliates or any Partner or any Affiliate of any such Partner, to any material regulatory requirement to which it would not otherwise be subject, or which is reasonably likely to materially increase any such regulatory requirement beyond what it would otherwise have been or (c) an occurrence that is reasonably likely to result in any Securities or other assets owned by the Partnership being deemed to be "plan assets" under ERISA or that is reasonably likely to result in a "prohibited transaction" under ERISA.

"Net Capital Commitments" means (a) from the Principal Closing Date through the end of the Investment Period, the aggregate Capital Commitments of the Limited Partners, and (b) after the end of the Investment Period, the Invested Capital at the date of determination minus the aggregate Invested Capital attributable to Portfolio Investments held by the Partnership at such time that have been determined by the General Partner to have a fair value of zero.

"Net Profits" and "Net Losses" means, for each Allocation Period, an amount equal to the Partnership's taxable income or loss for such Allocation Period, determined in accordance with Section 703(a) of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss, expense or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with the following adjustments:

(a) any income of the Partnership exempt from federal income tax and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be taken into account in computing Net Profits and Net Losses;

(b) any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code (or treated as expenditures described in Section 705(a)(2)(B) of the Code pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Net Profits or Net Losses pursuant to this definition shall be taken into account in computing Net Profits and Net Losses;

(c) in the event the Gross Asset Value of any Partnership asset is adjusted in accordance with paragraph (b) or paragraph (c) of the definition of "Gross Asset Value" above, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Net Profits and Net Losses;

(d) gain or loss resulting from any disposition of any asset of the Partnership with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Gross Asset Value of the asset disposed of, notwithstanding that the adjusted tax basis of such asset differs from its Gross Asset Value;

(e) to the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 734(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of such asset) or loss (if the adjustment decreases such basis) from the disposition of such asset and shall be taken into account for purposes of computing Net Profits and Net Losses;

(f) in lieu of the depreciation, amortization and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account Depreciation for such Allocation Period; and

(g) notwithstanding any other provision of this definition, any items of income, gain, loss, expense or deduction that are specially allocated pursuant to this Agreement shall not be taken into account in computing Net Profits and Net Losses.

The amounts of the items of Partnership income, gain, loss, expense or deduction available to be specially allocated pursuant to this Agreement shall be determined by applying rules analogous to those set forth in paragraphs (a) through (f) above.

"Non-Cash Compensation" shall have the meaning set forth in Section 3.2(g).

"Notice of Drawdown" shall have the meaning set forth in Section 2.4(b)(i).

"Offeree Partners" shall have the meaning set forth in Section 2.9(b)(iii).

"Operating Partnership" means a Portfolio Company that is treated as a partnership or disregarded entity for U.S. federal income tax purposes and at the time of the initial investment by the Partnership the General Partner expects to be engaged in a "trade or business" within the meaning of Section 871(b) or Section 882 of the Code. For the avoidance of doubt, the term "Operating Partnership" shall not include any investment by the Partnership if all of the Capital Contributions of all Partners in respect of such investment are made in or through an entity treated as a corporation for U.S. federal income tax purposes.

"Organizational Expenses" means all reasonable costs and expenses that, in the sole judgment of the General Partner, are incurred in the organization of, and sale of interests in, the Partnership and the Co-Investment Vehicles (if any), including out of pocket legal, accounting, printing, consultation, travel, administrative and filing fees and expenses, finders fees, selling commissions, fees of Selling Agents and lobbying expenses.

"Original Agreement" shall have the meaning set forth in the recitals.

"Other Portfolio Company Fees" shall have the meaning set forth in Section 3.2(e).

"Partners" means the General Partner and the Limited Partners collectively, and "Partner" means any one of the Partners.

"Partnership" means the limited partnership governed by the terms of this Agreement as such limited partnership may from time to time be reconstituted and amended.

"Partnership Expenses" shall have the meaning set forth in Section 3.2(b).

"Person" means any individual or Entity.

"Portfolio Company" means any Entity that is the issuer of Securities acquired by the Partnership, exclusive of issuers of Temporary Investments or currency hedging contracts.

"Portfolio Investment" means any debt or equity (or debt with equity) investment (other than Temporary Investments) made by the Partnership.

"Portfolio Management Fees" shall have the meaning set forth in Section 3.2(d).

"Principal Closing" shall have the meaning set forth in Section 2.2.

"Principal Closing Date" shall have the meaning set forth in Section 2.2.

"Projected Income Tax Liability" means, with respect to a Partner, the Partner's projected net incremental income tax liability with respect to the Partner's allocations of tax items of the Partnership under Section 7.2 hereof, as computed by the General Partner, using an assumed income tax rate of 45% on income other than long-term capital gains and an assumed income tax rate of 25% on long-term capital gains (adjusted to reflect changes in long-term capital gains rates that may occur from time to time after the date hereof).

"Proposal" shall have the meaning set forth in Section 3.5(c)(ii).

"Remaining Capital Commitment" means, in respect of any Partner, the amount of such Partner's Capital Commitment, determined at any date, which has not been contributed to the Partnership as a Capital Contribution, provided that (a) if such date is after delivery of a Notice of Drawdown but before the related Drawdown, the amount specified in such Notice of Drawdown (as the same may be amended by a subsequent Notice of Drawdown related thereto) shall not be included in any Partner's Remaining Capital Commitment unless such investment is abandoned, and (b) each Partner's Remaining Capital Commitment may be increased in accordance with this Agreement.

"Return of Capital Amount" shall have the meaning set forth in Section 3.3(c).

"Saturn Management Entity" shall have the meaning set forth in Section 3.3(a)(i).

"Securities" shall have the meaning set forth in Section 1.4.

"Selling Agent" means (a) any registered broker-dealers engaged by the Partnership to offer and sell Units on behalf of the Partnership, and (b) any finders engaged by the Partnership to refer to the Partnership potential investors in Units.

"Side Letter" shall have the meaning set forth in Section 9.14(d).

"Side Letter Grantee" shall have the meaning set forth in Section 9.14(d).

"State" means the State of Delaware.

"Subscription Agreements" means the several separate Subscription Agreements entered into by the respective Limited Partners in connection with their purchase of limited partner interests in the Partnership.

"Substituted Limited Partner" means any Person who is admitted to the Partnership as a Limited Partner under the provisions of Article 5.

"Sufficient Time" shall have the meaning set forth in Section 3.5(c)(iv).

"Suspension Period" shall have the meaning set forth in Section 3.5(c)(i).

"Temporary Investments" means an investment in (a) cash, (b) bonds or interest-bearing notes or obligations which are issued or guaranteed by the United States or any agency thereof for the payment of which the full faith and credit of the United States is pledged, (c) commercial paper of "prime" quality, as defined by either a rating of A-1 by Standard & Poor's Corporation or P-1 by Moody's Investors Service, Inc. (or have an equivalent rating from another recognized rating agency), (d) liquid short-term investments that are rated at least AA by Standard and Poor's Corporation (or have an equivalent rating from another recognized rating agency), and (e) registered investment companies that limit their investments to the foregoing.

"Transfer," means any sale, disposition, assignment, conveyance, or other transfer of all or a portion of any Unit.

"Transferee" and "Transferor" shall have the meanings set forth in Section 5.1(a).

"Treasury Regulations" means the permanent and temporary income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Two-Thirds Consent of the Limited Partners" means, at the relevant time of reference thereto, the Consent of Limited Partners owning at least 66 $^{2}/_{3}$% of the Units entitled to vote on matters submitted to the Limited Partners for a vote, subject as applicable to Section 9.14(c).

"Unit" means the interest of a Limited Partner attributable to a Capital Contribution of $1,000,000. References to Units include, as appropriate, fractional Units.

Section 10.2. Rules of Interpretation. The following rules of interpretation shall apply for purposes of this Agreement:

(a) A reference to any contract, instrument, agreement, or other document shall include such contract, instrument, agreement, or other document as amended, modified, or supplemented from time to time.

(b) The singular includes the plural, and the plural includes the singular.

(c) A reference to any statute, code, law, rule, or regulation includes any amendment or modification to such statute, law, rule, or regulation or any successor statute, code, law, rule, or regulation.

(d) A reference to any Person includes its legal representatives, successors in interest, and permitted assigns.

(e) The words "include", "includes", and "including" are not limiting.

(f) Reference to a particular Section or Schedule refers to that Section or Schedule of this Agreement unless otherwise indicated.

(g) The words "herein", "hereof", and "hereunder" and words of like import shall refer to this Agreement as a whole and not to any particular section or subdivision of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed and delivered as an agreement under seal as of the date first set forth above.

GENERAL PARTNER

Saturn Partners III LLC

By: _____
Name: Jeffrey S. McCormick
Title: Manager

SCHEDULE A