AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

ADAMS CAPITAL MANAGEMENT, L.P.

(A Delaware Limited Partnership)

Dated as of November 7, 2012

ADAMS CAPITAL MANAGEMENT, L.P.
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Table of Contents

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AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this "Agreement"), dated as of this 7th day of November, 2012, by and among ACM Capital Partners II, L.P., a Pennsylvania limited partnership, as general partner (such general partner being referred to herein as the "General Partner") and those individuals, firms, corporations and other entities listed in Schedule A hereto as limited partners (such limited partners, and any additional limited partners admitted to the Partnership (as hereinafter defined) after the date of this Agreement, being referred to herein as the "Limited Partners"). The General Partner and Limited Partners are sometimes referred to herein collectively as the "Partners."

WHEREAS, the Partnership was formed as a Delaware limited partnership by execution of the Limited Partnership Agreement of the Partnership, dated as of September 12, 1997, as amended, (the "Original Partnership Agreement") between the General Partner and the Limited Partners;

WHEREAS, the General Partner and the Limited Partners desire to amend and restate the Original Partnership Agreement as hereinafter provided in accordance with Paragraph 17 of the Original Partnership Agreement; and

NOW, THEREFORE, in consideration of the premises and the agreements herein contained and intending to be legally bound hereby, agree that the Original Partnership Agreement is hereby amended and restated in its entirety to read as follows:

1. Continuation of Limited Partnership; Partnership Name; Firm Name; Registered Office and Agent.

The Partners agree to continue the Partnership subject to the terms of this Agreement in accordance with the provisions of the Delaware Revised Uniform Limited Partnership Act, as amended (the "Delaware Act"). The name of the Partnership is: Adams Capital Management, L.P. (the "Partnership"). The initial address of the Partnership's registered office in Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, and its initial registered agent at such address for service of process is The Corporation Trust Company.

2. Purposes; Powers.

2(a). Purpose. The primary purpose of the Partnership is to make venture capital investments primarily in early- and expansion-stage U.S. companies in the telecommunications, information technology, outsourcing and healthcare equipment industries. The Partnership may also invest in corporate spin-outs and other reorganization transactions.

2(b). Powers. Subject to all of the terms and provisions hereof, the Partnership shall have all the powers available to it as a limited partnership under the laws of the State of Delaware.

3. General Partner.

3(a). Name; Address; Capital Contributions. The name and address of the General Partner, and its commitment to make contributions to the capital of the Partnership, are set forth in Schedule A. Schedule A shall be amended from time to time to reflect any additional commitment to make capital contributions by the General Partner, including that additional commitment to make capital contributions to enable the Partnership to make investments in existing portfolio companies in an amount not to exceed $600,000 after the date of this Agreement (the "Special GP Subscription"). The General Partner's commitment to make contributions of capital to the Partnership shall at all times equal at least 1% of the aggregate commitments of all Partners to make contributions of capital to the Partnership.

3(b). Control. The management, policies and control of the affairs of the Partnership shall be vested exclusively in the General Partner. The Partnership's Advisory Committee (established pursuant to Paragraph 5) and the Limited Partners may, to the extent expressly provided in this Agreement, possess or exercise any of the powers, or have or act in any of the capacities, permitted under Section 17-303(b) of the Delaware Act.

3(c). Organizational Expenses and Management Fee.

(i) Within ninety (90) days after the date on which initial capital contributions are made by the Partners to the Partnership pursuant to Paragraph 7(a), the Partnership shall reimburse the General Partner for any reasonable expenses incurred by it in connection with the organization of the Partnership up to an aggregate amount of $200,000.

(ii) The General Partner agrees to assume all normal operating expenses attributable to the Partnership and, accordingly, the Partnership shall not be liable for such expenses. Normal operating expenses include all recurring routine expenses incident to conducting the affairs of the Partnership including, but not limited to, expenses incurred in investigating investment opportunities for and monitoring investments by the Partnership (but not including the expenses listed below which are excluded from normal operating expenses); compensation and expenses of Joel P. Adams and William C. Hulley (the "Individual General Partners") and any partners or employees of the General Partner; and expenses for administrative services, office space and facilities, maintenance of books and records for the Partnership, telephone and travel. Normal operating expenses exclude, without limitation, any taxes which may be assessed against the Partnership; commissions, brokerage fees, registration expenses or similar charges incurred in connection with the purchase and sale of securities (including any reasonable merger fees payable to third parties); fees and expenses of partners of Partnership committees; expenses relating to the Partnership's annual and special meetings

with its Limited Partners; subject to the remaining provisions of this Agreement, all expenses relating to litigation and threatened litigation involving the Partnership; fees and expense reimbursements for normal and extraordinary investment banking, consulting, advisory, legal, custodial, auditing and accounting services provided to the Partnership; subject to Advisory Committee approval, premiums for liability insurance to protect the Partnership, the Individual General Partners and the General Partner's partners or employees, and the partners of any Partnership committees; and all other reasonable non-recurring or extraordinary expenses properly attributable to the organization or activities of the Partnership. Notwithstanding the foregoing, the General Partner will consult with the Advisory Committee prior to causing the Partnership to pay investment banking, consulting, advisory, legal, custodial, auditing, accounting and organizational fees and expenses determined by the General Partner in its good faith judgment to be extraordinary in nature.

(iii) The Partnership shall pay the General Partner from the date of the Original Partnership Agreement until liquidation of the Partnership has been completed an annual management fee (the "Management Fee") for the services to be provided hereunder equal to (x) commencing on the date of the Original Partnership Agreement through the date immediately preceding the eighth anniversary of the date of the Original Partnership Agreement, 2.2% of the aggregate Partners' Subscriptions, excluding the Special GP Subscription, (y) commencing on the eighth anniversary hereof through the date immediately preceding the ninth anniversary hereof, 2.05% of the Partners' Subscriptions, excluding the Special GP Subscription, (z) commencing on the ninth anniversary hereof through the date immediately preceding the tenth anniversary hereof, 1.90% of the Partners' Subscriptions, excluding the Special GP Subscription; (aa) commencing on the tenth anniversary hereof and thereafter, 1.75% of the Partners' Subscriptions, excluding the Special GP Subscription, (the periods encompassed pursuant to the preceding subsections (y) (z) and (aa) being hereinafter referred to as the "Ramp-Down Period(s)"). If prior to or during any Ramp-Down Period the general partner or an entity controlled by the Individual General Partners serves as General Partner of a venture capital fund with limited partner commitments of $50 million or more, the General Partner will consider a further reduction in the Management Fee for the affected Ramp-Down Period(s) and, in connection therewith, will take into account in good faith the recommendations of the Advisory Committee with respect to such reduction(s), as applicable. Any Subscriptions accepted after the date of the Original Partnership Agreement, other than the Special GP Subscription, shall be deemed to have been accepted on the

date of the Original Partnership Agreement and the portion of the Management Fee attributable to such Subscriptions shall be payable retroactive to such date. The Management Fee otherwise payable for any year shall be reduced (but not below zero) by one hundred percent (100%) of any director's fees, consulting fees, and other remuneration (whether in cash or otherwise) paid during the preceding year to the General Partner, the Individual General Partners or any of the General Partner's partners, officers or employees by Portfolio Companies (as such term is defined in Paragraph 3(h)) for services rendered any of them; *provided, however,* that if any such director's fees, consulting fees or other remuneration are paid to the General Partner, the Individual General Partners or any of the General Partner's partners, officers or employees by a Portfolio Company and an ACM Fund (as such term is defined in Paragraph 3(m)) also has an investment in such Portfolio Company, then in such cases the Management Fee otherwise payable in any such year will be reduced by only that portion of such fees or other remuneration equal to the amount thereof multiplied by a fraction, the numerator of which shall be the total cost of all capital stock and other securities of such Portfolio Company owned by the Partnership and the denominator of which shall be the total cost of all such capital stock and other securities owned by the Partnership and all ACM Funds. If in any year the foregoing reductions exceed the Management Fee otherwise payable, the excess amount of such reductions shall be carried forward on a year-by-year basis. The General Partner will report to the Advisory Committee regarding the nature and amount of all management fee offsets (including, without limitation, the pro ration of such offsets between the Partnership and the ACM Funds, if applicable, together with the basis therefor) no less frequently than annually. Unless deferred by the General Partner, payments of the Management Fee shall be made in advance on a quarterly basis. The first payment shall be due on or about the date of the initial capital contributions of the Partners pursuant to Section 6(a).

(iv) Notwithstanding Paragraph 3(c)(iii) above and anything in this Agreement or that certain letter agreement between the Partnership and the General Partner dated as of April 1, 2001 (the "Letter Agreement") to the contrary, no Management Fee shall accrue, be payable, or be paid by the Partnership at any time after March 15, 2004.

(v) If, after March 15, 2004, the Partnership distributes $15,000,000 in cash or in kind to the Partners pursuant to Paragraph 9 or Paragraph 12, the Partnership shall pay to the General Partner a one-time liquidation fee equal to $1,000,000. For purposes of this

Agreement, the fee described in the preceding sentence shall be treated as an expense of the Partnership; *provided, however,* that for purposes of Paragraph 3(c)(ii) such expense shall not be considered a "normal operating expense" and shall not be considered "extraordinary" in nature.

3(d). Salary. The General Partner, and the Individual General Partners and their partners or employees, shall not receive a salary or other remuneration for services from the Partnership; *provided, however,* that the General Partner shall be entitled to receive the Management Fee, which shall be treated as an expense of the Partnership and as a "guaranteed payment" within the meaning of Section 707(c) of the Internal Revenue Code of 1986, as amended (such statute, together with the rules and regulations promulgated thereunder, being referred to in this Agreement as the "Code").

3(e). Preserving Limited Liability of Limited Partners. The General Partner shall file with the appropriate public authorities the Certificate of Limited Partnership of the Partnership and any amendments thereto and take all such other action as may be required to preserve the limited liability of the Limited Partners in any jurisdiction in which the Partnership shall conduct its affairs.

3(f). Related-Party Transactions. Except for transactions that are specifically permitted under the terms and provisions of this Agreement or as otherwise approved by the Advisory Committee, any transaction between (A) the General Partner, any Individual General Partners, or any other partner or affiliate of the General Partner, on the one hand and (B) the Partnership or any Portfolio Company, on the other hand shall be on terms no less favorable to the Partnership or the Portfolio Company, as the case may be, than are generally afforded to unrelated third parties in comparable transactions. In no event shall the General Partner or any of its partners purchase or hold, on their own behalf, a security of any Portfolio Company except for stock distributions made to them by the Partnership.

3(g). Duty of Care. It is recognized that decisions concerning investments or potential investments involve exercise of judgment and the risk of loss. The General Partner and the Individual General Partners shall exercise their best judgment in making investments for the Partnership and they shall not incur liability for effecting such investments, all to the extent they may be entitled to indemnification by the Partnership pursuant to Paragraph 15 hereof (such standard of conduct being hereinafter referred to in this paragraph 3(g) as the standard of "due care"). The General Partner, its partners, employees and agents, and their affiliates shall not be liable to any other Partner for honest mistakes of judgment or for losses due to such mistakes or for the negligence, whether of omission or commission, dishonesty or bad faith of any employee, broker or other agent of the Partnership selected and supervised by any of them with due care. The General Partner, its partners, employees and agents, and their affiliates shall be fully protected and justified with respect to any action or omission taken or suffered by any of them in good faith if such action or omission is taken or suffered in reliance upon and in accordance with the opinion or advice as to matters of law of legal counsel, or as to matters of accounting of accountants, or as to matters of valuation of investment bankers or appraisers, selected by any of them with due care.

3(h). Borrowing and Guaranties. It shall be the general policy of the Partnership to avoid indebtedness for borrowed money. Notwithstanding this policy, the General Partner may, subject to the limitations set forth below and in Paragraphs 3(i)(i) and 3(l): (i) borrow money on behalf of and in the name of the Partnership in special situations (for example, on a short term basis pending receipt of capital contributions in order to participate in a prospective Portfolio Company investment); and (ii) cause the Partnership to guarantee or agree to become liable with respect to the indebtedness or obligations of a Portfolio Company; *provided that* (x) the General Partner has made a good faith determination (taking into account, among other things, the Partnership's general policy as set forth above) that such course of action is in the best interest of the Partnership; and (y) the aggregate amounts so borrowed by the Partnership shall not at any one time exceed the lesser of (i) five percent (5%) of the aggregate Subscriptions (as defined in Paragraph 6(a)) of all Partners and (ii) the aggregate amount of capital contributions which are still available to be called by the General Partner pursuant to Paragraph 6(a) and the amount so guaranteed by the Partnership shall not at any one time exceed the lesser of (i) five percent (5%) of the aggregate Subscriptions (as defined in Paragraph 6(a)) of all Partners and (ii) the aggregate amount of capital contributions which are still available to be called by the General Partner pursuant to Paragraph 6(a). An entity in which the Partnership has an investment in Investment Securities (as hereinafter defined) is sometimes referred to as a "Portfolio Company." Securities (other than short-term money-market and similar securities) intended to achieve the Partnership's investment objectives are sometimes herein referred to as "Investment Securities."

3(i). Conduct of Affairs. Notwithstanding anything to the contrary in this Agreement, the General Partner shall conduct the affairs of the Partnership in accordance with the following requirements:

(i) The General Partner shall use best efforts to conduct the affairs of the Partnership in a manner that does not cause any Limited Partner or partner of any Limited Partner exempt from federal income taxation pursuant to the Code to have any items of taxable gross income taken into account in determining "unrelated business taxable income", including without limitation any taxable gross income attributable to "debt-financed property" (as those terms are defined in Sections 512 and 514 of the Code).

(ii) The General Partner shall use its best efforts to cause the Partnership to conduct its activities so that the Partnership will qualify in all relevant periods as a "venture capital operating company" (as such term is used in 29 C.F.R. Part 2510.3-101(d)).

3(j). Other Activities.

(i) Until the Partnership is seventy-five percent (75%) invested, each Individual General Partners shall at all times devote sufficient (and not less than a majority of their respective) business time to the Partnership to manage the affairs thereof. Each such Individual General Partner may have other business activities provided that

such other business activities do not conflict in any material way with the business of the Partnership (without limitation, it being agreed and acknowledged that the activities of an Individual General Partner on behalf of the ACM Funds do not constitute such a conflict, so long as such activities remain substantially similar to the activities contemplated to be performed by such Individual General Partner for the Partnership as a general partner of the General Partner). Furthermore, no Individual General Partner shall act as a general partner or similar principal of any other venture capital entity that is organized after the date of the Original Partnership Agreement (including future ACM Funds) if such entity is similar in purpose and operation to the Partnership and the Partnership is less than seventy-five percent (75%) invested. For purposes of this Paragraph 3(j), the Partnership shall be deemed to be seventy-five percent (75%) invested when an amount equal to seventy-five percent (75%) of the sum of the Partners' Subscriptions has been invested in Investment Securities, reserved for additional investments in existing Portfolio Companies, or used or reserved to pay current or reasonably anticipated Partnership expenses (including the Management Fee).

(ii) All investment opportunities which come to the attention of an Individual General Partner, except for such opportunities (A) which such Individual General Partner reasonably believes are not within the purposes of or appropriate for the Partnership; (B) which are follow-on investments by existing ACM Funds in companies in which such ACM Funds have investments as of the first closing hereunder; or (C) which are in entities in which such Individual General Partner has an investment which was made prior to the first closing hereunder, shall be made available to the Partnership before such Individual General Partner or any account which such Individual General Partner controls shall invest in such opportunity. In addition, and notwithstanding the foregoing, the General Partner may, in its sole discretion, allocate a portion of each new investment opportunity, *pro rata* based on capital commitments, to any ACM Fund existing as of the date of the Original Partnership Agreement to the extent that any such fund has capital available to make such investments.

(iii) Notwithstanding the foregoing provisions of this Paragraph 3(j) or any other provision of this Agreement to the contrary, any Individual General Partner of the General Partner or the General Partner may form at any time limited partnerships or other investment vehicles similar in purpose and operation to the Partnership for their employees, associates and advisors and for investors who may be strategically important to the Partnership, for the purpose of co-investing with the Partnership in Portfolio

Companies; *provided, however*, that (A) all such co-investments will be made on a side-by-side basis on substantially the same terms and at the same times as investments by the Partnership; and (B) any such limited partnership or other investment vehicle will not provide incentive based compensation to its controlling persons which is more favorable than the 20% profits interest (including with respect to timing of distributions on account of such interest) of the General Partner under this Agreement. The terms of any such limited partnership or other investment vehicle (including provisions designed to prevent "cherry picking" by such vehicle with respect to Partnership investments) must be approved by a majority of the Advisory Committee members.

3(k). Withdrawal. The General Partner may not voluntarily withdraw from the Partnership.

3(l). Borrowing and Lending by General Partner. Neither the General Partner nor any partner of the General Partner shall be permitted to borrow money from or loan money to the Partnership.

3(m). Investments in Related Portfolio Companies. The Partnership shall not make an initial purchase of any Investment Securities issued by a Related Portfolio Company (as hereinafter defined) unless: (i) the Partnership purchased Investment Securities issued by such Related Portfolio Company before or on the same date on which the applicable ACM Fund (as hereinafter defined) made its initial investment in such Related Portfolio Company, provided that any such initial contemporaneous investment shall be on at least as favorable terms and conditions with respect to the Partnership as with respect to such ACM Fund or (ii) such purchase has been approved in advance by the Advisory Committee. An entity in which any ACM Fund has an investment in securities intended to achieve such ACM Fund's investment objectives is sometimes referred to herein as a "Related Portfolio Company." Any venture capital partnerships controlled on the date of the Original Partnership Agreement by an Individual General Partner and any future venture capital partnerships controlled by an Individual General Partner (such control being evidenced by an Individual General Partner also acting as a general partner of such partnership or acting as a general partner, general partner or senior officer of the entity serving as the sole general partner of such partnership) are herein sometimes referred to individually as an "ACM Fund" and collectively as the "ACM Funds."

3(n). Co-investments. The Partnership shall not make an investment in any prospective or existing Portfolio Company if any partner of the General Partner or any account which such person controls directly or indirectly has an investment in such entity, except with the consent of the Advisory Committee. For the purposes of this Paragraph 3(n), the term "account" shall specifically exclude the Partnership and the ACM Funds.

3(o). Investment Limitations.

(i) The Partnership shall not invest in any other partnership or non-corporate entity unless such partnership or non-corporate entity, as

the case may be, is subject to substantially similar restrictions as are applicable to the Partnership with respect to its realization of gross income taken into account in determining unrelated business taxable income (including without limitation unrelated debt-financed income) and makes representations to such effect in writing concurrent with the Partnership's investment. Further to and not in limitation of the preceding sentence, the Partnership shall not invest in any pooled investment vehicle providing for a "carried interest" to be paid to the managers thereof.

(ii) The Partnership shall not invest in Investment Securities issued by entities organized under the laws of jurisdictions other than the United States or its territories and possessions without the prior approval of the Advisory Committee and no event shall such investments, at the time any such investment is made, exceed ten percent (10%) of the aggregate Subscriptions of all Partners.

(iii) In addition, the amount that may be invested by the Partnership, for the purpose of achieving its investment objective, in all:

(A) Investment Securities issued by any one Portfolio Company (net of the proceeds to the Partnership of redemptions, repayments, sales and other dispositions (collectively, "Dispositions"), if any, with respect to such Investment Securities) may not, at the time any such investment is made, exceed in the aggregate ten percent (10%) of the aggregate Subscriptions of all Partners without the consent of the Advisory Committee;

(B) Investment Securities that, at the time such investments are made, are either listed on a national securities exchange or carried on the Nasdaq system may not, at the time such investment is made, exceed in the aggregate fifteen percent (15%) of the aggregate Subscriptions of all Partners.

(iv) The Partnership shall not invest in, or invest in order to finance a tender offer for, a publicly-held company if such investment or tender offer is actively opposed by the Board of Directors of such company.

(v) For purposes of this Paragraph 3(o), (Y) the amount invested by the Partnership shall be the price paid by the Partnership to acquire the security and (Z) the value of each distribution to the Partners in kind (determined at the time of the distribution and in the manner provided in Paragraph 11) of a security referred to in or contemplated by this Paragraph 3(o) shall be deemed to be proceeds to the Partnership of a Disposition of such security.

3(p). Limitations on Retention and Reinvestment of Distributable Proceeds. The General Partner in its discretion may cause the Partnership to retain any proceeds received by the Partnership from the disposition of any Portfolio Company securities at any time, and may use the amounts so retained to make investments in Portfolio Companies, pay Partnership expenses, or fund reserves for future investments in Portfolio Companies or reasonably anticipated future Partnership expenses; *provided, however*, that the aggregate amount of proceeds retained or reserved for reinvestment shall not exceed at any time an amount (the "Reinvestment Amount") equal to the aggregate amount of Partnership Organizational Expenses (not to exceed $200,000), operating expenses and Management Fees paid by the Partnership at or before such time. Any such proceeds not retained by the Partnership in accordance with the provisions of this Paragraph 3(p) shall be distributed to the Partners pursuant to Paragraph 9. The intent of this Paragraph 3(p) is to ensure, to the extent practicable, that an amount equal to one hundred percent (100%) of the aggregate Subscriptions of all Partners is available for making investments in Portfolio Companies and this Paragraph 9 shall be interpreted and applied accordingly.

3(q). Classification as Partnership. The General Partner agrees that it (i) will not cause or permit the Partnership to elect (A) to be excluded from the provisions of Subchapter K of the Code or (B) to be treated as a corporation for federal income tax purposes; (ii) will cause the Partnership to make any election reasonably necessary or appropriate in order to ensure the treatment of the Partnership as a partnership for federal income tax purposes; (iii) will cause the Partnership to file any required tax returns in a manner consistent with its treatment as a partnership for federal income tax purposes; and (iv) has not taken, and will not take, any action that would be inconsistent with the treatment of the Partnership as a partnership for such purposes.

4. Limited Partners; Limited Liability.

4(a). Names; Capital Contributions. The names of the Limited Partners, and their commitments to make contributions to the capital of the Partnership, are set forth in Schedule A. Schedule A shall be amended from time to time to reflect any additional commitments to make capital contributions by the Limited Partners, the withdrawal of any Limited Partners, the admission of any additional Limited Partners and the transfer of all or any part of the interest of any Limited Partner.

4(b). Limited Liability. The liability of each of the Limited Partners to the Partnership under the Delaware Act shall be limited to (i) any unpaid capital contributions which he agreed to make to the Partnership, to the extent provided in Section 17-502(b) of the Delaware Act; and (ii) the amount of any distribution which he is required to return to the Partnership pursuant to Section 17-607(b) of the Delaware Act or pursuant to Paragraph 9(h) of this Agreement. None of the Limited Partners, in their respective capacities as such, shall take any part in the control of the affairs of the Partnership, undertake any activities on behalf of the Partnership, or have any power to sign for or to bind the Partnership.

4(c). Qualification as Non-Attributable Limited Partner under FCC Rules.

(i) This Paragraph 4(c) is included in this Agreement in order to ensure, to the extent feasible, that each Limited Partner has a "non-attributable interest" in the Partnership, as that term is defined by the U.S. Federal Communications Commission ("FCC") (a "Non-Attributable Interest"). In general, Limited Partners that are not materially involved, directly or indirectly, in the management or operation of the media-related activities of the Partnership will be deemed to hold Non-Attributable Interests. The restrictions in this Paragraph 4(c) shall be construed to effectuate the "insulation" of the Limited Partners subject to such restrictions pursuant to the terms of Note 2(g) of Sections 73.3555 and 76.501 of the rules of the FCC, and shall not be deemed to restrict the activities of any such Limited Partners beyond the extent necessary to effectuate such insulation.

(ii) No Limited Partner (and, if such Limited Partner is not a natural person, none of such Limited Partner's directors, officers, partners (or persons holding equivalent positions) or persons or entities holding five percent (5%) or more of the voting stock or voting equity of such Limited Partner) shall:

(A) act as an employee of (1) the Partnership, if his or her functions, directly or indirectly, relate to the media enterprises of the Partnership, or (2) any Portfolio Company, if his or her functions, directly or indirectly, relate to the media enterprises of such Portfolio Company;

(B) serve, in any material capacity, as an independent contractor or agent with respect to the media enterprises of the Partnership or of any Portfolio Company;

(C) communicate with the General Partner or any Portfolio Company on matters pertaining to the day-to-day operation of the General Partner's or any Portfolio Company's media-related activities;

(D) vote on the removal of the General Partner unless the General Partner is (1) subject to bankruptcy proceedings, as described in Sections 17-402(a)(4) or (5) of the Delaware Act, (2) adjudicated incompetent by a court of competent jurisdiction (*provided that* this clause (2) shall apply only to an Individual General Partner that is a natural person), or (3) removed for cause, as determined by an independent party;

(E) perform any services for the Partnership or any Portfolio Company materially related to the Partnership's or any

Portfolio Company's media-related activities, with the exception of making loans to, or acting as surety for, their media-related activities; or

(F) become actively involved in the management or operation of the media-related activities of the Partnership or of any Portfolio Company.

For avoidance of doubt, the provisions of Paragraph 4(c)(ii)(D) are not intended to preclude the dissolution of the Partnership in the circumstances described in Paragraph 11(b).

(iii) In the event that, notwithstanding the foregoing provisions of this Paragraph 4(c), any Limited Partner (and, if such Limited Partner is not a natural person, any of such Limited Partner's directors, officers, partners or Persons holding equivalent positions) should become actively involved in the management or operation of the media-related activities of the Partnership or of any Portfolio Company (in the manner contemplated by any of clauses (A) through (F) of subparagraph 4(c)(ii) or otherwise), such Limited Partner shall (and, if such Limited Partner is not a natural person, shall use its best efforts to cause any of its directors, officers, partners or Persons holding equivalent positions who are so involved to) promptly so notify the General Partner.

4(d). Delivery of Information to General Partner. Each Limited Partner agrees to deliver to the General Partner, promptly upon receipt of the General Partner's request therefor, all information requested by the FCC or which the General Partner reasonably deems necessary to enable the Partnership to respond to any request by the FCC or to make any FCC filing that the General Partner reasonably deems necessary or advisable in order to enable the Partnership to make, manage and dispose of actual or potential Portfolio Investments.

4(e). Offering of Co-Investment Opportunities. When possible and appropriate, the General Partner will offer co-investment opportunities, to any Limited Partner with a Partnership Subscription of at least $7.5 million on a pro rata basis, on terms identical or substantially similar to, and no more favorable to such Limited Partner than those offered to the Partnership. Subject to the prior written consent of the General Partner, any such Limited Partner may assign to one or more of its affiliates any such co-investment opportunity. The General Partner shall not provide investment advice to any Limited Partner with respect to any co-investment opportunity, and any Limited Partner participation in such co-investment opportunity (and/or the assignee(s) of such Limited Partner) shall be solely responsible for making its own decisions as to the merits of such opportunity. Neither the Partnership nor the General Partner shall include, in any documents describing any co-investment opportunity offered to any eligible Limited Partner, any recommendation as to the suitability of such investment for such Limited Partner. Before being entitled to receive any information related to a potential co-investment opportunity, the Limited Partner shall execute confidentiality or other similar agreements if requested to do so by the General Partner.

4(f). Bank Holding Company Act Matters. Any Limited Partner that is subject to the investments and activities limitations of Section 4 of the Bank Holding Company Act of 1956, as amended, and Regulation Y promulgated by the Board of Governors of the Federal Reserve System (12 C.F.R. Part 225) or any successor regulation (collectively, the "Federal Banking Laws") shall be subject to the provisions of this Paragraph 4(f). A Limited Partner subject to this Paragraph 4(f) (a "Regulation Y Limited Partner") shall, upon providing written notice to the General Partner, have its voting power, with respect to a particular vote of the Limited Partners, reduced to the lesser of (a) 4.9% of the voting power of all limited partnership interests (the "Restricted Voting Power") or (b) the voting power to which such Regulation Y Limited Partner would be entitled to exercise absent this Paragraph 4(f) for such vote on a matter which a Regulation Y Limited Partner would be prohibited under Federal Banking Laws from voting on in amounts greater than such Regulation Y Limited Partner's Restricted Voting Power.

5. Advisory Committee.

5(a). General Provisions. The Partnership shall have an advisory committee (the "Advisory Committee") which shall consist initially of up to five members chosen by the General Partner from among representatives of the Limited Partners. Any member of the Advisory Committee may be removed by the General Partner at any time, with or without cause provided that in connection with the removal of any member the General Partner shall consult with the remaining members of the Advisory Committee and reasonably consider their recommendations in connection therewith.

5(b). Functions. The functions of the Advisory Committee shall be (i) to resolve any questions relating to a potential conflict of interest between the Partnership and the General Partner or between the Partnership and any partner of the General Partner; (ii) to resolve any additional questions relating to a potential conflict of interest between the Partnership and any other person or entity that are presented to the Advisory Committee by the General Partner; (iii) to approve quarterly valuations of Investment Securities owned by the Partnership; and (iv) to perform such other functions as are provided for in this Agreement. All approvals, disapprovals and other actions taken by the Advisory Committee shall be authorized by a majority of the Advisory Committee members then holding office. The Advisory Committee shall have the authority, subject to the consent of the General Partner, which consent shall not be unreasonably withheld, to employ lawyers, accountants, auditors and other experts and consultants to assist the Advisory Committee in performing its functions under the Partnership Agreement, and the Partnership shall pay the reasonable expenses in connection with the employment of such experts and consultants.

5(c). Reimbursement of Expenses. Members of the Advisory Committee shall receive from the Partnership reimbursement for any reasonable out-of-pocket travel expenses incurred in connection with their attendance at meetings of the Advisory Committee, but shall receive no fees or other compensation from the Partnership.

5(d). Rules and Procedures. The Advisory Committee shall have the authority to adopt rules and procedures, not inconsistent with this Agreement, relating to the conduct of its affairs.

5(e). Exculpation. The members of the Advisory Committee shall exercise their best judgment in carrying out their functions for the Partnership. No member of the Advisory Committee shall be liable to the Partnership or any Partner except to the extent that such member (i) did not act in good faith in the reasonable belief that his action was in the best interests of the Partnership, (ii) acted with willful misconduct, fraudulently or in violation of this Agreement, or (iii) acted in an unlawful manner and had reasonable cause to believe his action was unlawful. Each member of the Advisory Committee shall be fully protected and justified with respect to any action or omission taken or suffered by him in good faith if such action or omission is taken or suffered in reliance upon and in accordance with the opinion or advice as to matters of law of legal counsel, or as to matters of accounting of accountants, or as to matters of valuation of investment bankers or appraisers, selected by any of them with reasonable care.

6. Capital of the Partnership; Admission of Additional Limited Partners.

6(a). Capital Contributions. Each of the Partners shall, from time to time when called by the General Partner, contribute to the capital of the Partnership the amounts necessary to increase the aggregate amount of his contributions to the Partnership to an amount equal to, but not in excess of, the total amount set forth opposite his name under the column marked "Total Subscription" in Schedule A, as such amount may hereafter be adjusted in accordance with the terms of this Agreement and including, with respect to the General Partner, the Special GP Subscription except as otherwise indicated (the "Subscription"). The General Partner shall call down capital solely on a "just-in-time" basis to cover the cost of purchasing Investment Securities of Portfolio Companies and paying current and reasonably anticipated expenses of the Partnership (including the Management Fee). In no event shall the General Partner call more than 45% of any Partner's subscription in any twelve-month period. Further, after the seventh anniversary of the Partnership's initial capital call hereunder, the General Partner will not (without the prior approval of the Advisory Committee) call down additional capital to make an investment in an entity which is not already a Portfolio Company of the Partnership; *provided* that the General Partner may continue to make capital calls to make follow on investments in existing Portfolio Companies and to pay or establish reserves for current and reasonably anticipated expenses of the Partnership (including the Management Fee). Not less than ten (10) business days' prior written notice shall be given to each Limited Partner by the General Partner as to the date for each capital contribution except that the initial capital call only may be made with three (3) business days' notice. The amount of capital required to be contributed by each Partner on each occasion of a capital contribution shall be computed by the General Partner so that each Partner contributes that percentage of the aggregate capital contributions to be made by all Partners at such time derived by dividing such Partner's Subscription by the total Subscriptions of all Partners; *provided*, *however*, that capital contributions made in satisfaction of the Special GP Subscription shall only be made by the General Partner at such times and in such amounts as determined by the General Partner in its discretion. All capital contributions shall be made in cash. Notwithstanding anything to the contrary contained in this Agreement, the General Partner may at any time, by written notice to the Partners, reduce on a pro rata basis or terminate all outstanding commitments of the Partners to make further capital contributions to the Partnership and, upon the giving of such notice, the obligations of the Partners to contribute additional capital to the Partnership shall be so reduced or terminated, as the case may be, and the amount of each Partner's Subscription shall be reduced accordingly.

6(b). Defaults on Contributions.

(i) If a Partner does not make a capital contribution required by Paragraph 6(a) and such failure to pay continues for 30 days after delivery of written notice thereof (pursuant to paragraph 18(a)) from the General Partner to such Limited Partner, then such Limited Partner shall be deemed to be in default hereunder. As liquidated and agreed damages to the non-defaulting Partners for such default (it being agreed that it would be difficult to fix the actual damages to such Partners), each of such defaulting Partner's Contributions Account and Capital Account established pursuant to Paragraph 7 shall be reduced by an amount equal to fifty percent (50%) of such defaulting Partner's Subscription (the "Default Charge"), which amount shall thereupon become unrestricted funds of the Partnership and shall be allocated, in the case of the Contributions Account amount, pro rata to and among the respective Contributions Accounts of the non-defaulting Partners in the percentages derived by dividing the Contributions Account of each such non-defaulting Partner at such time by the sum of the Contributions Accounts of all non-defaulting Partners, and, in the case of the Capital Account amount, pro rata to and among the respective Capital Accounts of the non-defaulting Partners in the percentages derived by dividing the Capital Account balance of each such non-defaulting Partner at such time by the sum of the Capital Account balances of all non-defaulting Partners. Notwithstanding the foregoing, if the imposition of the full amount of any Default Charge would otherwise reduce the defaulting Partner's Contributions Account or Capital Account below zero, the forgoing reduction (and the corresponding increase in the Contributions Accounts and Capital Accounts of the non-defaulting Partners) shall be limited to amounts that cause the defaulting Partner's Contributions Account or Capital Account balance (calculated separately for each such account) to be reduced to zero, and any excess of the amount of such Default Charge over the amount then applied to reduce such account to zero shall be carried over until such time, if ever, as such account subsequently has a positive balance and applied at that time, and the subsequent corresponding allocations to the Contributions Accounts and Capital Accounts of non-defaulting Partners shall be in the same proportions as the initial allocations. A defaulting Partner shall not be entitled to vote or consent to any action taken by the Limited Partners under this Agreement and the Contributions Account of such defaulting Partner shall not be taken into account in determining the specified percentage in interest of the Limited Partners for any vote or consent by the Limited Partners under this Agreement.

(ii) The application of the aforesaid liquidated damages provisions with respect to any defaulting Partner shall not relieve such Partner of his obligation to make any subsequent required capital contribution when due or relieve such Partner from the application of the aforesaid liquidated damages provisions as to any such subsequent required capital contribution if he defaults with respect thereto.

(iii) Each Partner agrees that the aforesaid liquidated damages provisions constitute reasonable compensation to the Partnership and its non-defaulting Partners for the additional risks and damages sustained by them when and if any Partner shall default on an obligation to pay any capital contribution when due.

6(c). Excused Contributions. Except as provided below, a Partner may not make less than the full amount of any required capital contribution. Notwithstanding the foregoing, if, at any time before a capital contribution required by Paragraph 6(a) becomes due, a Limited Partner shall obtain and deliver to the Partnership an opinion of counsel (which counsel shall be reasonably acceptable to the General Partner and which may be in-house counsel) to the effect that by reason of the payment of such portion, there is a material likelihood that such Limited Partner or the Partnership would be in violation of laws or regulations applicable to such Limited Partner, then the General Partner shall have, in its sole discretion, a period of forty-five (45) days following receipt of such counsel's opinion to use its reasonable efforts to attempt to eliminate the necessity for the legal opinion described above to the reasonable satisfaction of such Limited Partner and the General Partner, whether by correction of the condition giving rise to the necessity for such opinion, by amendment of this Agreement, by effectuation of a transfer of such Limited Partner's interest in the Partnership to a substituted Partner at a fair and reasonable price (provided such Limited Partner consents to such transfer) or otherwise. If the General Partner eliminates the necessity for the legal opinion described above to the reasonable satisfaction of such Limited Partner and the General Partner, then such Limited Partner shall not be deemed or treated as a defaulting Partner if such Limited Partner makes the capital contribution required by Paragraph 6(a) within thirty (30) days after the elimination thereof. If notwithstanding the General Partner's reasonable efforts the necessity for the legal opinion described has not been eliminated to the reasonable satisfaction of such Limited Partner and the General Partner, then (a) such Limited Partner shall have no further right or obligation to pay such portion, (b) such Limited Partner's Subscription shall be reduced by an amount equal to such portion, (c) such Limited Partner shall not, by reason of his failure to pay such portion, be deemed or treated as a defaulting Partner for the purposes of this Paragraph 6(b) and (d) the General Partner, in its sole discretion and in a manner which is fair and equitable to all Partners, may adjust subsequent Partnership allocations and distributions as necessary to reflect the manner in which Net Gain, Net Loss, Non-Portfolio Income, Non-Portfolio Loss and items of Partnership income, gain, loss, deduction and expense would have been allocated if the Partnership had been structured originally as separate partnerships, one comprised of the General Partner and such Limited Partner and one comprised of the General Partner and all other Limited Partners..

6(d). Permissive Additional Admissions. Subject to the provisions of this Agreement, for a period of 90 days from the date of the Partners' initial capital contributions to the Partnership pursuant to Paragraph 6(a) of this Agreement, the General Partner is authorized, but not obligated, to accept additional subscriptions from the Partners and increase the amount of their respective Subscriptions accordingly, and to select and admit additional Limited Partners to the Partnership (new and existing Limited Partners participating in the Partnership pursuant to this subsection (c) are herein referred to solely in this subsection (c) as "Additional Limited Partners"). Any such additional subscriptions shall be accepted and any such Additional Limited Partners shall be admitted to the Partnership only if:

(i) such Additional Limited Partner contributes on the date of his additional subscription or admission the same percentage of his additional or initial subscription, as the case may be, as the percentage which each other Partner has been required to contribute of his Subscription prior to such date (hereinafter referred to as an "Additional Contribution");

(ii) the aggregate Subscriptions to the Partnership, including such additional subscriptions of Limited Partners and the initial subscriptions of such additional Limited Partners, but excluding the initial subscription and any additional subscriptions of the General Partner, do not exceed $55 million.

6(e). Amendment and Effective Date. Each Partner who is to make an additional subscription to the Partnership and each person who is to be admitted as an additional Limited Partner shall execute, together with the General Partner, an amendment to this Agreement providing for such additional subscription or admission and the total amount of such Partner's Subscription effective upon such additional subscriptions or admission, as the case may be. The right and obligation of a Partner to make an additional subscription and the admission of additional Limited Partners to the Partnership shall be effective upon the date specified therefor in the amendment to this Agreement providing for such additional subscription or admission.

6(f). Certain Limitations. Notwithstanding anything to the contrary contained in this Paragraph 6, (i) no additional subscription to the Partnership may be accepted from a person that is a "benefit plan investor" (as defined in ERISA), and no person who would qualify as a "benefit plan investor" may be admitted as an additional Partner if, by reason of such acceptance or admission, any of the assets of the Partnership would be deemed under ERISA to constitute "plan assets" of any ERISA Partner, and (ii) no additional subscription to the Partnership may be accepted from any Limited Partner and no person or entity may be admitted to the Partnership if, by reason of such acceptance or admission, (A) the Partnership would become subject to tax as a corporation pursuant to Section 7704 of the Code, (B) the Partnership would be subject to additional regulation (including, without limitation, regulation under ERISA, the Investment Advisers Act of 1940, as amended (the "Advisers Act"), or the Investment Company Act of 1940, as amended), (C) the Partnership would be in violation of applicable law, (D) the Partnership would be classified as an association taxable as a corporation, or (E) the Partnership would be deemed terminated pursuant to Section 708 of the Code.

7. Accounts.

7(a). Contributions Accounts. There shall be established on the books of the Partnership a capital contributions account ("Contributions Account") for each Partner which shall consist of all capital contributions by such Partner to the Partnership made pursuant to Paragraph 6, excluding any capital contributions made in satisfaction of the Special GP Subscription, increased by any amounts from time to time credited to the Contributions Account of such Partner pursuant to Paragraph 6(b), and decreased by any amounts from time to time charged to the Contributions Account of such Partner pursuant to Paragraph 6(b).

7(b). Capital Accounts. There shall also be established on the books of the Partnership a capital account ("Capital Account") for each Partner which shall consist of all capital contributions by such Partner to the Partnership made pursuant to Paragraph 6, including any capital contributions made in satisfaction of the Special GP Subscription, (i) increased by (A) any amounts from time to time credited to the Capital Account of such Partner pursuant to Paragraph 6(b), and (B) any amounts from time to time credited to the Capital Account of such Partner pursuant to Paragraph 8, and (ii) decreased by (A) any distributions to such Partner, (B) any amounts from time to time charged to the Capital Account of such Partner pursuant to Paragraph 6(b) and (C) any amounts from time to time charged to the Capital Account of such Partner pursuant to Paragraph 8.

7(c). Distributions in Kind. For purposes of maintaining and determining Capital Accounts when Partnership property is distributed in kind, (i) the Partnership shall treat such property as if it had been sold for its fair market value on the date of distribution as determined in accordance with Paragraphs 9(e) and 10; (ii) any difference between the fair market value of such property as so determined and the Cost Basis (as defined in Paragraph 8(i)(i)) of such property shall constitute Net Gain or Loss attributable to such distribution and shall be allocated to the Capital Accounts of the Partners pursuant to Paragraph 8; and (iii) all property distributed in kind by the Partnership to a Partner shall be debited to that Partner's Capital Account at the fair market value of such property on the date of distribution (net of any liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code).

7(d). Compliance With Treasury Regulations. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations. In the event that the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such regulations, the General Partner may make such modification, provided such modification shall not affect the amounts distributable to any Partner pursuant to this Agreement.

8. Allocations.

8(a). General. Partnership income, gain, loss, deduction and expense shall be allocated to the Capital Accounts of the Partners in accordance with this Paragraph 8.

8(b). Net Gain. As of the end of each fiscal year of the Partnership and after giving effect to the special allocations set forth in Paragraphs 8(d), (e), (f) and (g)(ii), the Net Gain (if any, and as defined in Paragraph 8(i)(ii)) of the Partnership for such fiscal year shall be allocated to the Capital Accounts of the Partners as follows:

(i) *First*, to all Partners, in proportion to the amounts of Net Loss (if any, and as defined in Paragraph 8(i)(ii)) previously allocated to each such Partner pursuant to Paragraph 8(c)(ii) and not offset by prior allocations of Net Gain made pursuant to this Paragraph 8(b)(i), an amount of Net Gain equal to the aggregate amount of such Net Loss; and

(ii) *Second*, to the extent of any Net Gain remaining after allocations pursuant to Paragraph 8(b)(i), eighty percent (80%) to all Partners in proportion to their respective Contributions Accounts and twenty percent (20%) to the General Partner.

8(c). Net Loss. As of the end of each fiscal year of the Partnership and after giving effect to the special allocations set forth in Paragraphs 8(d), (e), (f) and (g)(ii), the Net Loss (if any) of the Partnership for such fiscal year shall be allocated to the Capital Accounts of the Partners as follows:

(i) First, to all Partners, in proportion to the respective amounts of Net Gain (if any) previously allocated to each such Partner pursuant to Paragraph 8(b)(ii) and not offset by prior allocations of Net Loss made pursuant to this Paragraph 8(c)(i), an amount of Net Loss equal to the aggregate amount of such Net Gain.

(ii) Second, to the extent of any Net Loss remaining after allocations pursuant to Paragraph 8(c)(i), to all Partners in proportion to their respective Contributions Accounts.

8(d). Non-Portfolio Income or Loss. As of the end of each fiscal year of the Partnership, and prior to the allocation of any Net Gain or Loss of the Partnership for such fiscal year pursuant to Paragraphs 8(b) and (c), the Non-Portfolio Income or Loss (as defined in Paragraph 8(i)(iii)) of the Partnership for such fiscal year shall be allocated to and among the Capital Accounts of all Partners in proportion to the balances in their respective Contributions Accounts at the beginning of such fiscal year, subject to Paragraph 8(g)(ii) (dealing generally with adjustments attributable to the admission of additional Partners after the date of the Original Partnership Agreement) and the other provisions of this Paragraph 8.

8(e). Operational Rules.

(i) Net Gain or Loss attributable to a distribution of Partnership property in kind shall be allocated, immediately prior to the time such distribution is made, to the Partners' Capital Accounts on the same basis as an equivalent amount of Net Gain or Loss would be allocated pursuant to Paragraphs 8(b) and (c) for a hypothetical

fiscal year ending immediately prior to such distribution. For this purpose, there shall be taken into account any Net Gain or Loss attributable to distributions in kind previously made during the fiscal year, but (except as provided in Paragraph 8(e)(iv)) there shall not be taken into account other items of Partnership income, gain, loss, deduction or expense realized or incurred since the end of the prior fiscal year (such items being taken into account and allocated to Partners' Capital Accounts as Net Gain, Net Loss, Non-Portfolio Income or Non-Portfolio Loss only at the end of the fiscal year in which they are realized or incurred). If a distribution of cash in lieu of a distribution of securities is made to a Partner in accordance with the provisions of Paragraphs 9(i), 12(b)(ii) or 14, then: such Partner's Capital Account shall be adjusted as if all securities to which such cash is attributable had been distributed to such Partner contemporaneously with the distributions of securities to other Partners; no Partner's Capital Account shall be further adjusted as a result of the subsequent sale or other disposition of such securities; and any items of income, gain, loss, deduction or expense realized or incurred by the Partnership in connection with the sale or other disposition of such securities shall be allocated for tax purposes solely to the Partner receiving such cash distribution.

(ii) If, for any fiscal period, the relative balances in the Contributions Accounts of the Partners differ from their relative Subscriptions (as the result of the imposition of a Default Charge or otherwise, but not as the result of capital contributions made in satisfaction of the Special GP Subscription), the General Partner shall adjust the allocations provided for under Paragraphs 8(b), (c) and (d) as necessary to ensure that, to the extent feasible, any allocations of Net Loss made in proportion to the relative balances in the Contributions Accounts of the Partners (*e.g.,* pursuant to Paragraph 8(c)(ii)), and subsequently offset by allocations of Net Gain *(e.g.,* pursuant to Paragraph 8(b)(i)), take into account, on a first-in, first-out basis, the manner in which such previously allocated Net Loss actually was allocated among the Partners, so that each such previous allocation of Net Loss is offset (to the extent feasible) by allocations of Net Gain in the order in which such Net Loss previously was allocated. Similarly, if any Net Gain is allocated in proportion to Contributions Account balances and subsequently offset by allocations of Net Loss, such allocations of Net Loss shall be adjusted in a manner consistent with the preceding sentence to take into account, on a first-in, first-out basis, the manner in which such previously-allocated Net Gain actually was allocated.

(iii) The allocations provided for in this Paragraph 8 are intended to ensure that Partnership income, gain, loss, deduction and expense are allocated among the Partners so that (A) immediately prior to

any distribution, each Limited Partner has a positive Capital Account balance equal to or in excess of the amount distributable to that Limited Partner at such time; and (B) if, immediately before the Partnership's final liquidating distribution, the General Partner has an obligation to repay any amount to the Partnership pursuant to Paragraph 9(g), the General Partner has a negative Capital Account balance equal to the amount it is required to so return. This Agreement shall be interpreted and applied in all respects in a manner consistent with this intention.

(iv) Although it is intended that the General Partner generally will cause the Partnership to make allocations hereunder as of the end of each fiscal year, the General Partner in its sole discretion may cause the Partnership to make such allocations on the basis of an interim closing of the books as of any time. If any such interim closing occurs, each short fiscal period that results shall constitute a fiscal year for purposes of Paragraph 8 other than Paragraph 8(h) hereof. Tax allocations pursuant to Paragraph 8(h) shall be made only as of the end of each fiscal year.

8(f). Regulatory Allocations. The following provisions are included in order to comply with certain tax rules set forth in the Code and Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*).

(i) If and to the extent that any allocation of Net Loss (or portion thereof) to any Partner would cause such Partner's Capital Account to be negative by an amount which exceeds such Partner's Restoration Amount (as defined in Paragraph 8(i)(v)) or would further reduce a balance in such Partner's Capital Account that is already negative by an amount that exceeds such Partner's Restoration Amount, then such loss (or portion thereof) shall be allocated first to the Capital Accounts of the other Partners in proportion to the positive balances in their respective Capital Accounts until all such Capital Accounts are reduced to zero, then to the Capital Accounts of Partners with Restoration Amounts, in proportion to their respective Restoration Amounts, until each such Partner's Capital Account is negative by an amount equal to such Partner's Restoration Amount, and then to the Capital Account of the General Partner; provided that an allocation pursuant to this Paragraph 8(f)(i) shall be made only if and to the extent that the deficit in such Partner's Capital Account would exceed such Partner's Restoration Amount after all allocations provided for in this Paragraph 8 have been made tentatively as if this Paragraph 8(f) were not included in this Agreement.

(ii) If any Partner unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations

Section 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) or (*6*), and such adjustment, allocation or distribution otherwise would cause such Partner to have a deficit balance in such Partner's Capital Account or would further reduce a balance in such Partner's Capital Account that is already negative, there shall be allocated to such Partner items of income and gain (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain for such fiscal period) in an amount and manner sufficient to eliminate such Partner's deficit Capital Account balance, to the extent required by Treasury Regulations Section 1.704-1(b)(2)(ii)(*d*), as quickly as possible, provided that an allocation pursuant to this Paragraph 8(f)(ii) shall be made only if and to the extent that the deficit in such Partner's Capital Account would exceed such Partner's Restoration Amount after all allocations provided for in this Paragraph 8 have been made tentatively as if this Paragraph 8(f)(ii) were not included in this Agreement. The foregoing sentence is intended to constitute a "qualified income offset" provision as described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d), and shall be interpreted and applied in all respects in accordance with that Section.

(iii) In the event that any Partner has a negative Capital Account at the end of any Partnership fiscal year that is in excess of such Partner's Restoration Amount, there shall be allocated to such Partner items of Partnership income (including gross income) and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Paragraph 8(f)(iii) shall be made only if and to the extent that the deficit in such Partner's Capital Account would exceed such Partner's Restoration Amount after all allocations provided for in this Paragraph 8 have been made tentatively as if Paragraph 8(f)(ii) hereof and this Paragraph 8(f)(iii) were not included in this Agreement.

(iv) To the extent that an adjustment to the adjusted tax basis of any Partnership asset pursuant to Section 743(b) of the Code is required, pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), 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 a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(v) The allocations set forth in Paragraphs 8(f)(i), (ii), (iii) and (iv) hereof (the "Regulatory Allocations") are intended to comply with

certain requirements of Treasury Regulations Section 1.704-1(b). Notwithstanding any other provisions of this Paragraph 8 (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating subsequent Net Gain, Net Loss, Non-Portfolio Income, Non-Portfolio Loss and items of income, gain, loss, deduction and expense among the Partners so that, to the extent possible, the net amount of such allocations of subsequent Net Gain, Net Loss, Non-Portfolio Income, Non-Portfolio Loss and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner pursuant to the provisions of this Paragraph 8 if the Regulatory Allocations had not occurred. For purposes of applying the foregoing sentence, allocations pursuant to this Paragraph 8(f)(v) shall be made with respect to allocations pursuant to Paragraph 8(f)(iv) only to the extent the General Partner reasonably determines that such allocations will otherwise be inconsistent with the economic agreement among the Partners.

(vi) Subject only to the "qualified income offset" provisions of Paragraph 8(f)(ii) hereof, the General Partner shall be allocated at least one percent (1%) of each material item of Partnership income, gain, loss, deduction or credit at all times during the existence of the Partnership. To the extent that any allocation is made pursuant to this Paragraph 8(f)(vi) such allocation shall be treated as a Regulatory Allocation for purposes of Paragraph 8(f)(v); *provided, however,* that in the event of any conflict between Paragraph 8(f)(v) and this Paragraph 8(f)(vi), this Paragraph 8(f)(vi) shall govern.

8(g). Adjustments to Reflect Changes in Interests.

(i) Notwithstanding the foregoing but subject to Paragraph 8(g)(ii), with respect to any fiscal period during which any Partner's interest in the Partnership changes, whether by reason of the admission of a Partner, the withdrawal of a Partner, a non-pro rata contribution of capital to the Partnership (other than by reason of capital contributions made in satisfaction of the Special GP Subscription) or any other event described in Section 706(d)(1) of the Code, allocations of Net Gain, Net Loss and Non-Portfolio Income or Loss shall be adjusted appropriately to take into account the varying interests of the Partners during such period. The General Partner shall consult with the Partnership's accountants and other advisors and shall select the method of making such adjustments, which method shall be used consistently thereafter.

(ii) If any person is admitted to the Partnership (or the Subscription of any existing Partner is increased) after the date of the Original

Partnership Agreement in accordance with the provisions of this Agreement, the General Partner shall adjust the allocations otherwise provided for in this Paragraph 8 of Net Gain, Net Loss, Non-Portfolio Income, Non-Portfolio Loss and items of Partnership income, gain, loss, deduction and expense for the fiscal year in which such event occurs, and for subsequent fiscal years if necessary, so that after such adjustments have been made: (A) each Partner (including any Partners admitted after the date of the Original Partnership Agreement and all Partners whose Subscriptions have been increased after the date of the Original Partnership Agreement) shall have been allocated Partnership expenses, including Organizational Expenses (as defined in Paragraph 8(i)(iv)), equal in amount to the aggregate amount of Partnership expenses such Partner would have been allocated if it had been admitted to the Partnership on the date of the Original Partnership Agreement with a Subscription equal to that set forth in Schedule A after such schedule has been amended to reflect such Partner's admission or the increase in its Subscription, but disregarding for this purpose the Special GP Subscription; and (B) no Limited Partner has been allocated any item of Partnership gross income or gain attributable to short-term, temporary investments made by the Partnership prior to the date that is one year after the date of the Partners' initial capital contributions to the Partnership with Partnership funds attributable to the paid-in capital contribution of any other Partner; *provided, however,* that (1) no item of income or gain realized (or deemed to have been realized on a distribution in kind) before the admission of any new Partner shall be allocated to such Partner and (2) allocations to any existing Partner of items of income or gain realized (or deemed to have been realized on a distribution in kind) prior to the increase in the Subscription of such Partner-shall be limited to those permitted by Section 706 of the Code.

8(h). Tax Allocations. For Federal, state and local income tax purposes, Partnership income, gain, loss, deduction or credit (or any item thereof) for each fiscal year shall be allocated to and among the Partners in order to reflect the allocations made pursuant to the provisions of this Paragraph 8 for such fiscal year (other than allocations of items which are not deductible or are excluded from taxable income), taking into account any variation between the adjusted tax basis and book value of Partnership property in accordance with the principles of Section 704(c) of the Code. Tax allocations pursuant to this Paragraph 8(h) shall be made only as of the end of each fiscal year.

8(i). Definitions.

(i) "Cost Basis" means, with respect to any Partnership asset, the Partnership's adjusted tax basis in that asset as determined for Federal income tax purposes; *provided, however,* that if the

Partnership has made an election under Section 754 of the Code, such tax basis shall be determined after giving effect to adjustments made under Section 734 of the Code but (except as provided in Treasury Regulations Section 1.734-2(b)(1)) without regard to adjustments made under Section 743 of the Code.

(ii) "Net Gain or Loss" means, with respect to any fiscal year, the sum of the Partnership's (A) net gain or loss from the sale or exchange of the Partnership's capital assets during such fiscal year, (B) gain or loss deemed to have been realized by the Partnership, pursuant to Paragraph 7(c), on a distribution in kind of its assets during such fiscal year, (C) interest and dividend income realized by the Partnership during such fiscal year and (D) other items of income, gain, loss, deduction and expense for such fiscal year that are not included in (A), (B) or (C), including any income which is exempt from Federal income tax, all Partnership losses and all expenses properly chargeable to the Partnership, whether deductible or non-deductible and whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(*i*), or otherwise, but specifically excluding all (1) items of Partnership income, gain, loss, deduction or expense for such fiscal year allocated pursuant to Paragraph 8(f) and (2) Non-Portfolio Income, Non-Portfolio Loss and all items of Partnership income, gain, loss, deduction and expense included in Non-Portfolio Income or Non-Portfolio Loss. Net Gain or Loss shall be determined in accordance with tax accounting principles rather than generally accepted accounting principles and any Partnership expenses for a fiscal period which are not included in Non-Portfolio Income or Non-Portfolio Loss (other than expenses taken into account in determining the Partnership's Cost Basis in securities of its Portfolio Companies) shall be included in determining Net Gain or Loss.

(iii) "Non-Portfolio Income or Loss" means, with respect to any fiscal year, the sum of (A) the Partnership's income, gains or losses for such fiscal year that are attributable to Reserves (as hereinafter defined) (including income exempt from Federal income tax and income or gain from the disposition of assets constituting Reserves) and (B) all expenses that are borne by the Partnership pursuant to this Agreement with respect to such fiscal year including, but not limited to, the Management Fee, Organizational Expenses borne by the Partnership, expenses directly attributable to the acquisition or disposition of assets constituting Reserves, and all non-deductible expenses (whether described in Section 705(a)(2)(B) of the Code, treated as so described pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(*i*), or otherwise), other than expenses required to be capitalized for federal income

tax purposes and included in the Partnership's Cost Basis in its securities of Portfolio Companies. Non-Portfolio Income or Loss shall be determined in accordance with tax accounting principles (rather than generally accepted accounting principles). For purposes of this Agreement, "Reserves" mean funds held by the Partnership in the form of cash, cash equivalents and short-term investments in anticipation of application of such amounts to make identified and pending investments in Portfolio Companies, pay Partnership expenses or make distributions in accordance with the terms of this Agreement.

(iv) "Organizational Expenses" means, with respect to any fiscal year, any fees, costs or expenses incurred by the Partnership with respect to such fiscal year, but only to the extent that such items are attributable to the organization of the Partnership and the offer and sale of interests to the Limited Partners.

(v) "Restoration Amount" means (A) with respect to any Partner and at any time, any part of such Partner's Subscription that has not been paid to the Partnership in cash or terminated before such time, and (B) solely with respect to the General Partner and at any time, an additional amount equal to (1) the aggregate amount of distributions received by the General Partner from the Partnership at or before such time, but only to the extent that such distributions exceed the aggregate amount of distributions the General Partner would have received at or before such time if the General Partner had made all of its capital contributions to the Partnership as a Limited Partner in the form of cash and did not hold any interest as a General Partner (and another Person had served as General Partner under this Agreement), minus (2) all Tax Distributions (as defined in Paragraph 9(a) but without regard to any reductions pursuant to the last sentence of Paragraph 9(a) or any other provision of this Agreement) made to the General Partner at or before such time with respect to its 20% "carried interest".

(vi) "Cumulative Net Gain" means, as of the time of any determination, the excess (if any) of the cumulative Net Gain of the Partnership from its inception through and including such time over the cumulative Net Loss of the Partnership over that period.

9. Distributions.

9(a). Tax Distributions. During each fiscal year in which income is allocated, the Partnership may distribute in cash to each Partner an amount sufficient to enable such Partner to satisfy such Partner's Federal, state and local tax liabilities attributable to the items of income, gain, loss or deduction allocated to such Partner by the Partnership with respect to such fiscal year. The amount to be distributed shall be determined by the General Partner in consultation

with the Partnership's independent public accountants and shall be computed for each Partner (including tax-exempt Partners) (i) as if such Partner were (A) subject to tax as a resident or domiciliary of a state chosen by the General Partner in which an Individual General Partner resides and (B) taxable at the maximum rates provided for with respect to natural persons (or, if higher, with respect to taxable corporations) under federal income tax laws and those of such state as determined from time to time by the General Partner after consulting with accountants to the Partnership; (ii) as if allocations from the Partnership were, for such year, the sole source of income and loss for such Partner (but determined without regard to allocations of any Partnership items deductible by individuals only under Section 212 of the Code); and (iii) without regard to the carryover of items of loss, deduction and expense previously allocated by the Partnership to such Partner. Notwithstanding the foregoing, the aggregate amount of any such distribution to each Partner may be reduced or not made on a pro rata basis with respect to any fiscal year if and to the extent determined by the General Partner in its discretion. Amounts distributed within ninety (90) days after the end of a fiscal year may, at the option of the General Partner, be deemed to have been distributed during such fiscal year rather than during the fiscal year in which the distribution is actually made, solely to the extent necessary to satisfy the requirements of this Paragraph 9(a) and solely for such purpose. "Tax Distributions" means, with respect to any Partner and any fiscal period, the aggregate amount distributed to such Partner pursuant to this Paragraph 9(a) with respect to such fiscal period; *provided, however*, that if any distribution that otherwise would have been made to such Partner pursuant to this Paragraph 9(a) with respect to such fiscal period is not made, an equal amount of the first distributions subsequently made to such Partner pursuant to any provision of this Agreement *other than* this Paragraph 9(a) shall be treated as a Tax Distribution made to such Partner with respect to such fiscal period. The Partnership may make Tax Distributions to all Partners during any Partnership fiscal year to enable them to satisfy their liability to make estimated tax payments with respect to such fiscal year or the preceding fiscal year based on calculations of the Partners' estimated tax liability made pursuant to the second sentence of this Paragraph 9(a) as of such dates as the General Partner in its sole discretion may determine, subject to the following: (i) If the aggregate amount of Tax Distributions made to the General Partner with respect to any fiscal year exceeds the tax liability of the General Partner with respect to such fiscal year (calculated as of the end of such fiscal year pursuant to the second sentence of this Paragraph 9(a)), the General Partner shall treat such excess as an advance and return such excess to the Partnership without interest within ten business days after the Partnership's independent public accountants have determined that such excess Tax Distribution has been made; and (ii) the Capital Account of the General Partner shall be increased by any amount returned by the General Partner to the Partnership pursuant to clause (i) of this sentence, but the Contributions Account of the General Partner shall not be affected by any such return.

Discretionary Distributions previously made to any Partner in cash pursuant to Paragraph 9(b) during any fiscal year shall reduce dollar-for-dollar the amount of Tax Distributions to which such Partner would have been entitled pursuant to this Paragraph 9(a) with respect to such fiscal year if this sentence were not part of this Agreement.

9(b). Discretionary Distributions - In General. The Partnership, at the discretion of the General Partner, may make, pursuant to this Paragraph 9, such additional distributions of Partnership assets other than Tax Distributions and distributions made pursuant to Paragraph 9(f) (such additional distributions being referred to as "Discretionary Distributions") as the General

Partner deems appropriate, subject to the limitations set forth in the other provisions of this Paragraph 9. Notwithstanding the foregoing, unless otherwise agreed to by the Advisory Committee, the General Partner shall distribute (i) cash proceeds attributable to the Disposition of Investment Securities of Portfolio Companies as soon as practicable but in no event less frequently than on a quarterly basis and (ii) Freely Tradable Securities as soon as practicable but in no event later than the date that is one year after such security becomes Freely Tradable within the meaning of Paragraph 10(c), both less Reserves to pay (A) pending and reasonably anticipated expenses of the Partnership (including the Management Fee) and (B) if permitted pursuant to Section 3(p), identified and pending Portfolio Company investments.

9(c). Discretionary Distributions Made During or Outside of A Recovery Period.

(i) All Discretionary Distributions made when the Partnership is in a Recovery Period (as defined below), other than liquidating distributions, shall be made one hundred percent (100%) to all Partners in proportion to their respective Contributions Accounts at the time of distribution.

(ii) All Discretionary Distributions made when the Partnership is not in a Recovery Period shall be made in the amounts and proportions necessary to ensure, as promptly as possible, that:

(A) The General Partner has received Discretionary Distributions in cash or in kind equal in the aggregate to 20% of the Partnership's Cumulative Net Gain; and

(B) All Discretionary Distributions in excess of 20% of the Partnership's Cumulative Net Gain have been made to all Partners in proportion to their respective Contributions Accounts at the time of distribution.

9(d). Operational Rules; Form of Distributions.

(i) The Partnership shall be deemed to be in a "Recovery Period" at the time of any proposed Discretionary Distribution unless, at such time, all Partners have recovered through distributions (including Tax Distributions but excluding distributions pursuant to Paragraph 9(f)) an aggregate amount (determined as of the date of distribution) at least equal to one hundred and twenty-five percent (125%) of such Partner's Contributions Account.

(ii) Any Discretionary Distribution pursuant to Paragraph 9(c)(i) which causes the Partnership to cease being in a Recovery Period shall be divided into two portions: a Recovery Period portion, constituting the amount which, when distributed, will cause the Partnership to cease being in a Recovery Period (the "Pre-Recovery Portion"), and the excess (if any) over such portion

(the "Post-Recovery Portion"). The Pre-Recovery Portion of such distribution shall be apportioned among the Partners pursuant to Paragraph 9(c)(i), and the Post-Recovery Portion shall be apportioned among the Partners pursuant to Paragraph 9(c)(ii).

(iii) For purposes of Paragraph 9(c): (A) Tax Distributions made to any Partner shall be taken into account as if distributions of equivalent amounts had been made to such Partner pursuant to Paragraph 9(c) rather than Paragraph 9(a); (B) distributions made to any Partner pursuant to Paragraph 9(f) shall be disregarded; and (C) all distributions made to any Partner's predecessors in interest shall be treated as having been made to such Partners.

9(e). Form of Distributions. Except as otherwise authorized by the General Partner and approved by the Advisory Committee, all Discretionary Distributions to Limited Partners other than liquidating distributions shall be made in cash or in Freely Tradeable Securities. Each class of securities to be distributed in kind to both the General Partner and the Limited Partners shall be distributed to the Partners in proportion to their respective shares of the proposed distribution as provided in Paragraph 9(c)(i) or (ii) except to the extent that a disproportionate distribution of such securities is necessary in order to avoid distributing fractional shares. For purposes of the preceding sentence, each lot of stock or other securities having a separately identifiable tax basis or holding period shall be treated as a separate class of securities. The valuation of securities distributed in kind shall be made in the manner provided in Paragraph 10, except that the valuation thereof shall be determined by taking the average prices for the three (3) trading days immediately preceding and including the date of distribution and, for the purposes of Paragraphs 3(o) and 7(c), the fair market value as of the date of distribution shall in all cases mean such average price.

9(f). Distributions Upon Admission of New Partners. If any Limited Partner is admitted to the Partnership (or the Subscription of any Partner is increased other than in connection with the Special GP Subscription) after the formation of the Partnership, the General Partner may cause the Partnership to distribute to the persons who were Partners prior to such admission or increased Subscription and in proportion to such Partners' respective Contributions Accounts as of the time immediately prior to such admission or increased Subscription, the gross amounts earned by the Partnership before the date of such admission or increased Subscription on its Reserves.

9(g). Obligation of General Partner to Return Excess Distributions.

(i) If, after the Partnership has made its final liquidating distribution pursuant to Paragraph 12 the General Partner has received distributions from the Partnership (excluding distributions made pursuant to Paragraph 9(f)) in aggregate amounts exceeding the sum of (A) the balance in the General Partner's Contributions Account, plus (B) twenty and eight-tenths percent (20.8%) *(i.e.*, 20% plus 1% of the remaining 80%) of the amount, if any, by which the cumulative Net Gain from the inception of the

Partnership exceeds the cumulative Net Loss from the inception of the Partnership plus, (C) $7,858,125 plus (D) an amount equal to the capital contributions made in satisfaction of the Special GP Subscription, the General Partner shall repay to the Partnership, in such case, an amount equal to the excess of such aggregate distributions received by the General Partner over such sum; *provided*, *however*, that the amount which the General Partner otherwise would be required to repay to the Partnership pursuant to this Paragraph 9(g) shall not be greater than the excess, if any, of the aggregate amount actually distributed to the General Partner by the Partnership since its inception over the sum of (W), the amount that would have been distributed to the General Partner by the Partnership since its inception if the General Partner had made all of its capital contributions to the Partnership as a Limited Partner and did not hold any interest as a General Partner, (X) any Tax Distributions to which the General Partner would have been entitled pursuant to this Agreement, determined without regard to any reductions pursuant to the last sentence of Paragraph 9(a) or any other provision in this Agreement, (Y) $7,858,125 and (Z) an amount equal to the capital contributions made in satisfaction of the Special GP Subscription. If for any reason the General Partner's Contributions Account balance does not equal one percent (1%) of the aggregate Contributions Account balances of all Partners, the twenty and eight-tenths percent (20.8%) figure set forth above shall be adjusted accordingly. In the event that the amount which the General Partner would be required to repay to the Partnership pursuant to this Paragraph 9(g) without regard to clauses (Y) and (Z) would be less than the sum of the amounts set forth in clauses (Y) and (Z), then the General Partner shall be entitled to a distribution from the Partnership equal to such deficit; *provided*, *however*, that in no event shall such distribution exceed the amount set forth in clause (Z). For purposes of the preceding sentence, the General Partner shall make all calculations required by this Paragraph 9(g) on a tentative basis prior to the Partnership's final liquidating distribution and adjust the amount to be distributed to the Partners in a final liquidating distribution pursuant to paragraph 12(b) accordingly. Any amounts that the General Partner must repay to the Partnership (or a determination that no amounts are due) shall be audited by a nationally recognized firm or independent public accountant.

(ii) Any such repayment shall be made before the earlier of (A) the end of the Partnership's fiscal year in which the date of the liquidation of the Partnership occurs, or (B) ninety (90) days after the date of the liquidation of the Partnership. For this purpose, (1) the date of the liquidation of the Partnership shall mean the date on which the Partnership has ceased to be a going concern; and (2) the

Partnership shall not be deemed to have ceased to be a going concern until it has sold, distributed or otherwise disposed of all of its investments in Portfolio Companies. Amounts returned by the General Partner to the Partnership shall be paid to creditors of the Partnership or distributed to other Partners in proportion to their respective Contributions Accounts.

9(h). Tax Withholding. If the Partnership incurs a withholding tax obligation with respect to the share of Partnership income allocated to any Partner, (i) any amount which is actually withheld from a distribution that would otherwise have been made to such Partner and paid over to any tax authority in satisfaction of such withholding tax obligation (including, for purposes of this Paragraph 9(h), any applicable penalties, interest and additions to tax) shall be treated for all purposes under this Agreement as if such amount had been distributed to such Partner; and (ii) any amount which is paid over to any tax authority by the Partnership in satisfaction of a withholding tax obligation, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Partner, shall be treated as if it had been loaned to such Partner and the General Partner immediately shall give written notice to such Partner and demand payment therefor within thirty (30) days of the date of such withholding. Amounts treated as loaned to any Partner pursuant to this Paragraph 9(h) which are not repaid in full by such Partner to the Partnership within such 30-day period shall bear interest at a rate equal to the Prime Rate, as in effect from time to time, plus two percent (2%) per annum until fully paid together with all accrued interest thereon. Further, the Partnership shall have authority to collect such unpaid amounts from any Partnership distributions that otherwise would be made to such Partner. For purposes of this Paragraph 9(h), any tax withholding obligation incurred by the General Partner with respect to any Partner shall constitute a Partnership obligation.

9(i). Limitations on Distributions. Anything in this Paragraph 9 to the contrary notwithstanding:

(i) no distribution shall be made to any Partner if and to the extent that such distribution would not be permitted under Section 17-607(a) of the Delaware Act;

(ii) if any ERISA Partner or Deemed ERISA Partner promptly upon receiving notice in the ordinary course of a distribution in kind (which notice may be delivered on a prospective basis based upon such ERISA Partner's review of the Partnership's quarterly or annual financial statements) informs the General Partner in writing, prior to the distribution, that such Partner's receipt of such securities that otherwise would be distributed by the Partnership to such Partner in kind would result in a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code, or there is a material likelihood that a prohibited transaction would result from such receipt, the General Partner and such Partner shall cooperate with one another to ensure to the extent feasible (whether by causing such property to be

distributed to a "qualified professional asset manager," as defined in Department of Labor Prohibited Transaction Class Exemption 84-14, retained by such ERISA Partner, or otherwise) that no such prohibited transaction occurs; *provided*, *however*, that (A) such Partner shall be treated for all purposes under this Agreement as if such Partner had received its portion of such distributed securities at the same time and subject to the same terms and conditions as the other Partners receiving such distributed securities, and (B) any out-of-pocket costs reasonably incurred by the Partnership or the General Partner in addressing the concerns raised by such ERISA Partner or Deemed ERISA Partner regarding such distribution shall be borne by such Partner rather than the Partnership or the General Partner; and

(iii) the General Partner, in its discretion, may waive any distribution (or portion thereof) that would otherwise be made to the General Partner for any reason, and cause such distribution to be made to the Limited Partners in proportion to their respective Contributions Accounts at the time of distribution. The General Partner, in its discretion, may subsequently distribute to itself, out of funds available for distribution to the Partners, any amounts which it previously elected not to so distribute to itself without regard to the other provisions of this Paragraph 9.

10. Valuation of Partnership Assets.

10(a). Valuation by General Partner. Whenever valuation of Partnership assets is required by this Agreement, the General Partner shall determine the fair market value thereof in good faith, subject, in the case of the Partnership's annual financial statements described in Paragraph 16(c), to review by the Advisory Committee of valuations of Investment Securities owned by the Partnership.

10(b). Fair Market Value. In general, but subject to the requirements of Paragraph 10(a), the fair market value of any security owned by the Partnership which is Freely Tradable shall be determined as of the close of trading on the date as of which the value is being determined by taking the closing price of such security on such date on the exchange where it is primarily traded, or, if such security is not traded on an exchange, such security shall be valued at the closing price on such date on the Nasdaq National Market or the Nasdaq Small-Cap Market, or, if such security is not reported on the Nasdaq Stock Market, such security shall be valued at the closing bid price (or average of bid prices) last quoted on such date as reported by an established quotation service for over-the-counter securities. The determination of the fair market value of all other assets of the Partnership shall be based upon all relevant factors, including, without limitation, such of the following factors as may be relevant: current financial position and current and historical operating results of the issuer; sales prices of recent public or private transactions in the same or similar securities, including transactions on any securities exchange on which such securities are listed or in the over-the-counter market; general level of interest rates; recent trading volume of the security; restrictions on transfer, including the

Partnership's right, if any, to require registration of its securities by the issuer under the securities laws; significant recent events affecting the issuer, including pending mergers, acquisitions and sales of securities; the price paid by the Partnership to acquire the asset; the percentage of the issuer's outstanding securities that is owned by the Partnership; and all other factors affecting value. In making any such determination of the fair market value of the assets of the Partnership, no allowance of any kind shall be made for good will or the name of the Partnership, the Partnership's office records, files and statistical data, or any other intangible assets of the Partnership.

10(c). Freely Tradable Securities. For purposes of this Agreement a security shall be deemed to be "Freely Tradable" if (i) the Partnership's entire holding of such security can be immediately sold by the Partnership to the general public (or, in the distribution context, if the total amount distributed to the Limited Partners in connection with such distribution can be immediately sold by the Limited Partners) without the necessity of any Federal, state or local government consent, approval or filing (other than any notice filings of the type required pursuant to Rule 144(h) under the Securities Act of 1933, as amended (the "Securities Act")) and (ii) such security is either listed on a national securities exchange or carried on the NASDAQ system and market quotations are readily available therefor.

11. Term of Partnership; Dissolution.

11(a). Term of Partnership. The Partnership shall continue until the tenth anniversary of the date of the Original Partnership Agreement, unless sooner dissolved as provided in Paragraph 11(b), (c) or (d) or by operation of law, or unless extended as provided in Paragraph 11(d).

11(b). Dissolution. The Partnership shall be dissolved in the event of the occurrence with respect to the General Partner of any of the events stated in Section 17-402(a)(4), (5) or (8) of the Delaware Act as in effect on the date hereof.

11(c). Action of Limited Partners. In the event that both Joel P. Adams and William C. Hulley are no longer involved in the management of the Partnership (either individually or in their capacities as partners, officers or employees of the General Partner), the General Partner shall convene a meeting of the Advisory Committee to be held within 10 business days of such event. The General Partner, with the assistance of the Advisory Committee, shall develop within ninety (90) days of such initial meeting a business plan with respect to the future activities of the Partnership for approval by Limited Partners constituting in the aggregate at least sixty-six and two-thirds percent (66 2/3%) in interest of the Limited Partners. If such a business plan is not so approved by the Limited Partners within six (6) months after the end of such ninety day period, then Limited Partners constituting in the aggregate at least sixty-six and two-thirds percent ($66^2/3\%$) in interest of the Limited Partners may vote within twenty (20) days after the end of such six month period to either (i) terminate the authority of the General Partner to make any further capital calls pursuant to Paragraph 6(a) except for (x) Management Fees,(y) follow-on investments (if and to the extent approved by the Advisory Committee) and (z) investments committed to be made by the Partnership (or the General Partner on behalf of the Partnership) via a binding written contract executed prior to receipt by the General Partner of written notice by the Limited Partners (or their representatives)

that such election has been properly made pursuant to this Paragraph 11(c)(i), provided that no such new investments shall be made subsequent to any event triggering the provisions of this Paragraph 11(c) without the prior approval of at least sixty-six and two-thirds percent (66 2/3%) in interest of the Limited Partners; or (ii) cause the dissolution of the Partnership effective 90 days after receipt by the General Partner of written notice by the Limited Partners (or their representatives) that an election to dissolve the Partnership has been properly made pursuant to this Paragraph 11(c)(ii). If such business plan is approved, the Partnership's activities shall be conducted in accordance with the approved business plan. Subject to this Paragraph 11(c) and Paragraph 11(d) below, until the earlier of the approval of such business plan or the date of dissolution of the Partnership, the Partnership's activities shall be conducted in accordance with this Agreement.

11(d). No Fault Vote. In addition to and not in limitation of Paragraph 11(c), Limited Partners constituting in aggregate (i) at least (80%) in interest of the Limited Partners or (ii) eighty five percent (85%) in number of the Limited Partners admitted to the Partnership on the date of the Original Partnership Agreement may vote at any time to either (x) terminate the authority of the General Partner to make any further capital calls pursuant to Paragraph 6(a) except for (aa) Management Fees, (bb) follow-on investments (if and to the extent approved by the Advisory Committee) and (cc) investments committed to be made by the Partnership (or the General Partner on behalf of the Partnership) via a binding written contract executed prior to receipt by the General Partner of written notice by the Limited Partners (or their representatives) that such election has been properly made pursuant to this Paragraph 11(d)(x) or (y) cause the dissolution of the Partnership effective 90 days after receipt by the General Partners of written notice by the Limited Partners (or their representatives) that an election to dissolve the Partnership has been properly made pursuant to this Paragraph 11(d)(y).

11(e). Extensions of Term. Unless dissolved pursuant to Paragraph 11(b) or 11(c) or (d) above, the term of the Partnership may be extended for up to seven years by the General Partner with the consent of a majority in interest of the Limited Partners.

12. Liquidation of Partnership Interests.

12(a). General Provisions. At dissolution, the Partnership shall be liquidated in an orderly manner. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Agreement, provided that if there shall be no General Partner, the Advisory Committee may appoint one or more liquidators to act as the liquidators in carrying out such liquidation. Any such liquidator, other than the General Partner, shall be a "liquidating trustee" within the meaning of Section 17-101(9) of the Delaware Act.

12(b). Liquidating Distributions. The liquidators shall pay or provide for the Partnership's liabilities and obligations to creditors. Any Net Gain or Loss or Non-Portfolio Income or Loss incurred in connection with the liquidation of the Partnership shall be allocated to and among the Partners in the manner provided in Paragraph 8 and the remaining assets shall then be distributed among the Partners in cash or in kind in proportion to the positive balances in their respective Capital Accounts after such accounts have been adjusted to reflect any Net Gain or Loss or Non-Portfolio Income or Loss so allocated, provided that (i) the liquidators shall not need the authorization of the General Partner or the approval of the Limited Partners in

connection therewith, and (ii) liquidating distributions in kind to any ERISA Partner or Deemed ERISA Partner shall be subject to Paragraph 9(i)(ii). In performing their duties, the liquidators are authorized to sell, exchange or otherwise dispose of the assets of the Partnership in such reasonable manner as the liquidators shall determine to be in the best interest of the Partners.

12(c). Expenses of Liquidators. The expenses incurred by the liquidators in connection with winding up the Partnership, all other losses or liabilities of the Partnership incurred in accordance with the terms of this Agreement and reasonable compensation for the services of the liquidators (which, in the case of the General Partner, shall be the Management Fee payable immediately prior to dissolution of the Partnership which shall be paid through the date of the final liquidating distribution), shall be borne by the Partnership. The liquidators shall make final liquidating distributions from the Partnership before the earlier of (i) the end of the Partnership's fiscal year in which the date of the liquidation of the Partnership occurs, or (ii) ninety (90) days after the date of the liquidation of the Partnership. For this purpose, (x) the date of the liquidation of the Partnership shall mean the date on which the Partnership has ceased to be a going concern; and (y) the Partnership shall not be deemed to have ceased to be a going concern until it has sold, distributed or otherwise disposed of all of its investments in Portfolio Companies.

12(d). No Liability for Return of Capital. It is recognized that decisions concerning investments or potential investments involve exercise of judgment and the risk of loss. The liquidators and the General Partner shall not be personally liable for the return of capital contributions of any Partners, and no Partner other than the General Partner, subject to the limitations of Paragraph 9(g), shall be obligated to restore to the Partnership the amount of any negative Capital Account; *provided*, *however*, that this provision shall not affect the obligations of Partners to make their agreed-upon capital contributions or any obligations they may have under the Delaware Act.

12(e). Post-Dissolution Investments. Anything to the contrary in this Paragraph 12 notwithstanding, the liquidators may, at any time or times after dissolution, make additional investments on behalf of the Partnership in entities which were Portfolio Companies at the date of dissolution (including any successors to such entities), if the liquidators believe that such additional investments are in the best interests of the Partners, and such liquidators have received the prior approval of the Advisory Committee.

12(f). Objection to Valuations. In the event the valuation of Investment Securities is effected in connection with the liquidation of the Partnership and the Advisory Committee notifies the liquidators of its objection to such valuation in writing within thirty (30) days of its receipt of such valuation, then such valuation shall be determined by an independent chartered financial analyst or a similarly experienced and qualified individual recognized as an expert in the valuation of such assets jointly selected by the liquidators and the Advisory Committee. The cost of such appraisal shall be an expense of the Partnership. Such person shall determine the value of the assets in question in accordance with the provisions of Paragraph 10, and the determination of such person shall be binding on all Partners.

13. Limitation on Assignability of Interests of Limited Partners.

The prior written consent of the General Partner, which may be granted or withheld in its sole and absolute discretion, shall be required for the assignment, pledge, mortgage, hypothecation, sale or other disposition or encumbrance (a "Transfer") by any Limited Partner of all or any part of its interest in the Partnership to any person or entity. Additionally, any Transfer shall be made only upon receipt by the Partnership of a written opinion of counsel for the Partnership or of other counsel reasonably satisfactory to the Partnership (which opinion shall be obtained at the expense of the transferor) that such Transfer will not result in (A) the Partnership or the General Partner being subjected to any additional regulatory requirements (including those imposed by the Investment Company Act of 1940, as amended, and the Advisers Act), (B) a violation of applicable law or this Agreement, (C) the Partnership becoming subject to tax as a corporation pursuant to Section 7704 of the Code, (D) the Partnership being deemed terminated pursuant to Section 708 of the Code, or (E) the Partnership being classified as an association taxable as a corporation. In order to permit the Partnership to qualify for the benefit of a "safe harbor" under Section 7704 of the Code, the General Partner shall not cause or permit any offering of interests in the Partnership to be registered under the Securities Act or to become "traded on an established securities market," and shall withhold its consent to any Transfer that, to the General Partner's knowledge after reasonable inquiry, would otherwise be accomplished by a trade on a "secondary market (or the substantial equivalent thereof)," in each case within the meaning of Sections 7704 or 469(k) of the Code and the applicable Treasury Department Regulations. No Transfer of any Partnership interest or portion thereof shall be permitted or recognized (within the meaning of Treasury Regulation Section 1.7704-1(d)) by the Partnership or the General Partner if and to the extent that such Transfer, if made, would (a) fail to qualify as a "transfer not involving trading" pursuant to Treasury Regulation Section 1.7704-1(e), and (b) cause the Partnership to fail to qualify for the safe harbor for "private placements" set forth in Section 1.7704-1(h), and (c) cause the Partnership to fail to qualify for the "lack of actual trading" safe harbor set forth in Section 1.7704-1(j), unless the General Partner determines that such Transfer would not otherwise cause the Partnership to be treated as a publicly traded partnership under Section 7704(b) of the Code.

The transferor and transferee shall provide the General Partner, in connection with any proposed Transfer, written representations to the effect that: (i) The proposed Transfer will not be effected on or through (X) a United States national, regional or local securities exchange, (Y) a foreign securities exchange or (Z) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers (including, without limitation, the Nasdaq National Market or Small-Cap Market); and (ii) such Person is not, and its proposed Transfer or acquisition (as the case may be) will not be made by, through or on behalf of, (X) a Person, such as a broker or a dealer, making a market in interests in the Partnership, or (Y) a Person who makes available to the public bid or offer quotes with respect to interests in the Partnership. The transferor and transferee(s) shall provide such additional written representations as the General Partner reasonably may request. The General Partner and counsel to the Partnership shall be permitted to rely upon any representations made by the transferor and transferee(s) pursuant to Paragraphs 14(b)(3)(A) or (B), and on written representations from other Partners made prior to or contemporaneously with any Transfer in connection therewith, The General Partner, in its sole discretion, may waive its right to obtain any representations otherwise required by Paragraph 14(b)(3)(A).

Except in accordance with the provisions of this Paragraph 13, each Limited Partner agrees with all other Partners that it will not make any Transfer of all or any part of its interest in the Partnership. Without the aforesaid consent of the General Partner and the aforesaid written opinion of counsel, no transferee of a Partnership interest shall be admitted as a substituted Limited Partner. Any transferee of a Partnership interest transferred in accordance with the provisions of this Paragraph 13 shall be admitted as a substituted Limited Partner upon the date specified therefor in an amendment to this Agreement providing for such admission, which amendment shall be executed by the General Partner, the transferor of the Partnership interest transferred in accordance with the provisions of this Paragraph 13 and the transferee of such interest. Upon admission to the Partnership, a transferee shall succeed to the rights and liabilities of the transferor Partner and the Contributions Account and Capital Account of the transferor shall become the Contributions Account and Capital Account of the transferee.

Each Partner, by its execution of this Agreement, agrees and consents to the admission of any substituted Limited Partner pursuant to the terms of this Paragraph 13. Any transferee of a Partnership interest shall execute such other documents as the General Partner may request to effectuate such Transfer and shall, by its admission as a substituted Limited Partner, be subject to all of the terms of this Agreement and be deemed to have executed a power-of-attorney as provided in Paragraph 18. Any attempted Transfer of a Limited Partner's interest without compliance with this Agreement shall be void; the Partnership shall treat the purported transferor as the owner for all purposes of the Partnership interest involved; and the Partnership shall not make any distributions to the purported transferee, provide any information regarding the Partnership (including, but not limited to, tax information) to the purported transferee and shall not otherwise treat the purported transferee as the legal or beneficial owner of any of the Partnership interest involved, except to the extent required by applicable law. In the event of any Transfer which shall result in multiple ownership of any Limited Partner's interest in the Partnership, the General Partner may require one or more trustees or nominees to be designated as representing a portion of or the entire interest transferred for the purpose of receiving all notices which may be given, and all payments which may be made, under this Agreement and for the purpose of exercising all rights which the transferor as a Limited Partner has pursuant to the provisions of this Agreement. Every Transfer shall be subject to all of the terms, conditions, restrictions and obligations of this Agreement.

Notwithstanding anything to the contrary contained in this Paragraph 13, no Transfer of a Limited Partner's interest may be made to any person or entity if, by reason of such Transfer, any of the assets of the Partnership would be deemed under ERISA to constitute "plan assets" of any ERISA Partner.

14. Withdrawal of Partnership Interests.

No Partner shall have the right to withdraw its capital or profits from the Partnership. Notwithstanding the foregoing, any Limited Partner which is (a) an "employee benefit plan" within the meaning, and subject to the provisions, of the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations thereunder (such Act, together with such rules and regulations, being referred to in this Agreement as "ERISA"), (b) the nominee holder of a Limited Partner's interest in the Partnership, the beneficial owner of which interest is such an employee benefit plan or (c) a partnership or other entity any of the

assets of which constitute "plan assets" of any employee benefit plan within the meaning of ERISA (each such Limited Partner being referred to herein as an "ERISA Partner") may elect, upon written notice of such election to the General Partner, to withdraw from the Partnership, or upon written demand by the General Partner shall withdraw from the Partnership, at the time and in the manner hereinafter provided, if either such ERISA Partner or the General Partner shall obtain and deliver to the other an opinion of counsel (which counsel shall be reasonably acceptable to both such ERISA Partner and the General Partner) to the effect that there is a material likelihood that (i) such ERISA Partner (or any employee benefit plan which is a limited partner or other constituent of such ERISA Partner) or the Partnership would be in violation of ERISA if such ERISA Partner were to continue as a Limited Partner of the Partnership, or (ii) the trustees or other fiduciaries of such ERISA Partner (or any employee benefit plan which is a limited partner or other constituent of such ERISA Partner) may be deemed under ERISA to have delegated investment discretion over "plan assets" under ERISA to any person (including, in the case of an employee benefit plan which is a limited partner or other constituent of such ERISA Partner, to a general partner of such ERISA Partner) that is not an "investment manager" within the meaning of Section 3(38) of ERISA. For the purposes of this Agreement, a "Deemed ERISA Partner" shall mean each Limited Partner that is an employee benefit plan subject to regulation under applicable state or local laws similar in purpose and intent to ERISA and, with respect to a Deemed ERISA Partner, all references to ERISA in this Agreement shall be deemed to refer to such applicable state and local laws. In the event of the issuance and delivery of such opinion of counsel, the General Partner shall promptly provide to each Partner a copy thereof, together with a copy of the written notice of the election of such ERISA Partner to withdraw or the written demand of the General Partner for withdrawal, as the case may be. The General Partner shall have, in its sole discretion, a period of forty-five (45) days following receipt of such counsel's opinion to attempt to eliminate the necessity for such withdrawal to the reasonable satisfaction of such ERISA Partner and the General Partner, whether by correction of the condition giving rise to the necessity of such ERISA Partner's withdrawal, by amendment of this Agreement, by effectuation of a transfer of such ERISA Partner's interest in the Partnership to a substituted Limited Partner at a fair and reasonable price (provided such ERISA Partner consents to such transfer) or otherwise. If such cause for withdrawal is not cured within such 45-day period, then such ERISA Partner shall withdraw from the Partnership as of the date following the expiration of such 45-day period (or, if the General Partner elects in writing not to attempt so to cure, as of the date following such election) which is the earlier of (i) the last day of the fiscal year of the Partnership during which such 45-day period expires or during which the General Partner so elects not to attempt a cure, as the case may be, and (ii) the last day of the fiscal quarter of the Partnership during which such 45-day period expires or during which the General Partner so elects not to attempt a cure, as the case may be, provided that the last day of such fiscal quarter is recommended for withdrawal by counsel in such opinion (the earlier of (i) and (ii) being herein referred to as the "ERISA Withdrawal Date"). If the General Partner determines not to attempt a cure, it shall give the written notice thereof promptly after making such determination. Effective upon the ERISA Withdrawal Date, such ERISA Partner shall cease to be a Partner of the Partnership for all purposes and, except for its right to receive payment for its Partnership interest as hereinafter provided, shall no longer be entitled to the rights of a Partner under this Agreement, including without limitation the right to receive allocations pursuant to Paragraph 8, the right to receive distributions during the term of the Partnership pursuant to

Paragraph 9 and upon liquidation of the Partnership pursuant to Paragraph 12 and the right to vote on Partnership matters as provided in this Agreement.

As promptly as practicable following the ERISA Withdrawal Date, there shall be distributed to such ERISA Partner, in full payment and satisfaction of its interest in the Partnership, an amount equal to the amount which such ERISA Partner would have been entitled to receive pursuant to Paragraph 12 if the Partnership had been liquidated on and as of the ERISA Withdrawal Date. No approval of the Advisory Committee or of the Partners shall be required prior to the making of such distribution. For purposes of determining the amount of the distribution to be made to such ERISA Partner, and the value of each of the Partnership's assets, the Partnership's annual or quarterly financial statements, as the case may be, prepared in accordance with Paragraph 16 for the period ending on the ERISA Withdrawal Date shall be deemed to be conclusive. Such distribution to the withdrawing ERISA Partner shall be payable in cash, cash equivalents, securities of Portfolio Companies and/or other assets, with each such separate group of cash, cash equivalents, securities of Portfolio Companies and/or other assets being distributed to the withdrawing ERISA Partner on a basis that is pro rata to such ERISA Partner's interest in the Partnership to the extent practicable, unless otherwise required by law or contract; provided, however, that distributions in kind to the withdrawing ERISA Partner shall be subject to Paragraph 9(i)(ii).

Upon the withdrawal of any ERISA Partner from the Partnership pursuant to this Paragraph 14, the Partners (including the withdrawing ERISA Partner) shall enter into an amendment to this Agreement reflecting such withdrawal and amending such provisions of this Agreement, including without limitation the provisions regarding allocations pursuant to Paragraph 8 and distributions during the term of the Partnership and upon its liquidation pursuant to Paragraphs 9 and 12, respectively, as may be appropriate, so that the intent, spirit, operation and effect of such allocation, distribution and other provisions shall, to the maximum extent possible, be preserved after taking into account the withdrawal of such ERISA Partner.

15. Indemnification.

In accordance with the Delaware Act and the terms of this Agreement, the General Partner, the Tax Matters Partner (as hereinafter defined), each partner of the General Partner, each member of a Partnership committee (including, without limitation, members of the Advisory Committee), each liquidator for the Partnership, each director, officer or employee of the General Partner and each consultant to the General Partner or the Partnership (provided such consultant was approved or ratified by the Advisory Committee) (herein referred to collectively as "Indemnified Persons" and singly as an "Indemnified Person") shall be indemnified and held harmless by the Partnership against any cost, expense (including reasonable attorneys' fees), judgment and/or liability incurred by or imposed upon such person in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which such person may be made a party or otherwise involved or with which such person shall be threatened, by reason of being at the time the cause of action arose, the General Partner, the Tax Matters Partner, a partner of the General Partner, a member of a Partnership committee, a liquidator for the Partnership, a director, officer or employee of the General Partner or a consultant to the General Partner or the Partnership (*provided* such consultant was approved or ratified by the Advisory Committee) *provided* that each such person

was performing services on behalf of the Partnership, and whether or not such person continues to be acting in such capacity with respect to the Partnership at the time such action, suit or proceeding is brought or threatened. The foregoing indemnification shall not apply (x) to the extent such person has been indemnified by another organization and (y) with respect to matters as to which the final, nonappealable adjudication or determination made as to such action, suit or proceeding contains a finding that such person did not act with "due care," as hereinafter defined. For purposes of this Agreement, an Indemnified Person shall be deemed to have failed to act with "due care" in any of the following cases:

(i) the case of such Indemnified Person's own failure to exercise the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of a venture capital enterprise with similar purposes (it being agreed and acknowledged that venture capital investing is inherently a high risk investment activity with substantial risk of loss, as further set forth in the "Risk Factors" section of the Partnership's Private Placement Memorandum dated April 1996);

(ii) the case of the Indemnified Person's criminal action, unless such Indemnified Person had no reasonable cause to believe his conduct was unlawful;

(iii) the case of the Indemnified Person's material violation of law, other than criminal law, unless such Indemnified Person had no reasonable cause to believe his conduct violated the law;

(iv) the case of such Indemnified Person's material breach of this Agreement, or any other material agreement between the Partnership and the General Partner or its affiliates;

(v) the case of such Indemnified Person's claim for indemnification under this Paragraph arising out of any claim brought by an affiliate of the General Partner (other than a Portfolio Company, prior Portfolio Company or affiliate thereof); or

(vi) the case of such Indemnified Person's bad faith or willful misconduct. Any indemnification shall be provided solely from the assets of the Partnership and no Partner shall be liable personally therefor. The foregoing right of indemnification shall be in addition to any rights to which any Indemnified Person otherwise may be entitled and shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such person. The Partnership shall pay the expenses incurred by an Indemnified Person in defending a pending or threatened civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by such person or entity to repay such payment if such person shall be determined not to be entitled to indemnification therefor as provided herein (provided that no such advance shall be made with respect to any action brought by a majority in interest of the Limited Partners against the General Partner and/or its affiliates during the pendency of such suit).

Notwithstanding the generality of the provisions contained herein and in Paragraph 3(c)(ii) (with respect to expenses relating to Partnership litigation), the following operational procedures shall at all times apply:

(i) the General Partner shall notify the Advisory Committee (x) in advance of each instance in which the General Partner intends to apply Partnership assets in satisfaction of the Partnership's direct litigation expenses or liabilities or indemnification obligations hereunder and (y) on a continuing basis (and in any event no less than quarterly) to the extent such obligations of the Partnership with respect thereto remain ongoing. In connection therewith, the General Partner will advise the Advisory Committee of the facts and circumstances regarding payment of such amounts, and will seek the advice of the Advisory Committee regarding the advisability of the actions taken or proposed to be taken by the Partnership and/or Indemnified Person(s) (as applicable) in connection therewith (including, without limitation, with respect to any settlement proposals or agreements related thereto);

(ii) the General Partner shall notify the Advisory Committee (x) in advance of acquiring Investment Securities in any Portfolio Company or potential Portfolio Company involved in material pending litigation; and (y) with respect to any material pending litigation of an existing Portfolio Company, whether or not additional investment in such Portfolio Company is planned, on at least a quarterly basis; and

(iii) in each instance in which an Indemnified Person serves as an officer or director of a Portfolio Company, such person shall have an obligation to use all reasonable good faith efforts to ensure that such Portfolio Company (x) is empowered under its charter and/or By-laws (to the full extent permitted by law) to provide for indemnification of such person and (y) obtains directors' and officers' liability insurance if available at reasonable rates. Further, any party entitled to be indemnified pursuant to this Paragraph shall, if reasonably practicable, first seek recovery from the Portfolio Company with respect to which the Partnership or such indemnified party has a right or claim to indemnity or contribution, and also from any applicable insurance policies covering the loss which is the basis for such indemnification; provided, however, that indemnification and/or advances may nevertheless be made to the indemnified party pending the outcome of its claim against the Portfolio Company or the insurance company, subject to the further provisions and limitations contained herein.

16. Fiscal Year; Records and Reports: Accounting Method; Organizational Expenses.

16(a). Fiscal Year. The fiscal year and the taxable year of the Partnership shall each be the calendar year.

16(b). Partnership Records. At all times the General Partner shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Partnership. Such books of account (which shall be kept on the accrual method of accounting), together with an executed copy of the Partnership Agreement and the Certificate of Limited Partnership (and any amendments thereto) and a list of the name, address and taxpayer identification number (if any) of each Partner, shall at all times be maintained at the principal office of the Partnership, and shall be open to inspection by the Partners or their duly authorized representatives. At any time while the Partnership continues and until its affairs have been wound up (but only during reasonable business hours), each Partner (or the designee thereof) may fully examine and audit the Partnership's books, records, accounts and assets, including bank balances, and may make, or cause to be made, any examination or audit at such Partner's expense. Each of the Limited Partners (or the designee thereof) may, during normal

business hours, examine, or request that the General Partner furnish, such information as is reasonably necessary or appropriate to enable the requesting Partner (or the designee thereof) to review the results of operations, or to evaluate the status of the investments, of the Partnership. Notwithstanding the foregoing, the General Partner shall have the right to keep confidential from the Limited Partners certain information, to the extent permitted under Section 17-305(b) of the Delaware Act.

16(c). Annual Financial Statements. The General Partner shall transmit to each Partner within ninety (90) days after the close of each fiscal year the financial statements of the Partnership for such fiscal year. Solely for purposes of preparing such financial statements, all items of unrealized income, gain, loss or expense shall be included in determining the amounts of Net Gain or Loss or Non-Portfolio Income or Loss, as appropriate, which amounts then shall be allocated in accordance with Paragraph 8. Such financial statements shall include statements of assets and liabilities, net assets represented by Partners' capital, operations, changes in net assets, cash flows and changes in each Partner's capital, and shall be audited by a nationally recognized firm of independent public accountants. The General Partner shall also transmit to each Partner within ninety (90) days after the close of each fiscal year, a report indicating such Partner's share of all items of income, gain, loss or deduction of the Partnership for such year for Federal income tax purposes and such additional information with respect to the Partnership as he may reasonably request to enable him to complete any tax return he is required to file or otherwise to comply with applicable law, provided that, in the case of such additional information, the Partnership is able to obtain such information without unreasonable effort or expense. For information purposes, the General Partner shall transmit to each Partner within ninety (90) days after the close of each fiscal year, (i) a list of the Partnership's investments, valued at fair market value as determined in accordance with Paragraph 10, as of the end of such fiscal year, (ii) a brief narrative report as to status and operations of the Partnership and each Portfolio Company, and (iii) a schedule of the Limited Partners of the Partnership, indicating the identity and capital contribution of each Limited Partner.

16(d). Quarterly Financial Statements. Each Partner shall be furnished, within 90 days after the end of each of the first three quarters of each fiscal year of the Partnership, (i) an unaudited list of the Partnership's investments, valued at fair market value as determined in accordance with Paragraph 10, as of the end of such quarter, (ii) a brief narrative report as to status and operations of the Partnership and each Portfolio Company, (iii) unaudited statements of assets and liabilities of the Partnership and net assets represented by Partners' capital as of the end of such quarter and (iv) unaudited statements of operations and changes in each Partner's capital for the period from the beginning of such fiscal year through the quarter then ended. Solely for purposes of preparing such financial statements, all items of unrealized income, gain, loss or expense shall be included in determining the amounts of Net Gain or Loss or Non-Portfolio Income or Loss, as appropriate, which amounts then shall be allocated in accordance with Paragraph 8.

16(e). Annual Meeting. The Partnership may hold annual meetings, and each of the General Partner and the Advisory Committee may call special meetings of the Limited Partners to discuss Partnership business and such other matters as determined by the General Partner or the Advisory Committee, as the case may be. Such meetings shall be informational in nature.

16(f). Independent Public Accountants. The Partnership's independent public accountants shall be a nationally recognized independent public accounting firm in the United States.

16(g). Organizational Expenses. The Organizational Expenses of the Partnership shall be amortized over a sixty (60) month period.

16(h). Principal Office. The principal office of the Partnership initially shall be located in Sewickley, Pennsylvania. The General Partner may change the location of the principal office of the Partnership at any time, upon written notice to all Partners indicating the new location of such principal office.

17. Amendment.

Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may be waived, modified or amended only with the written consent of the General Partner and a majority in interest of the Limited Partners. No amendment shall, however, (i) enlarge the obligations of any Partner under this Agreement without the written consent of such Partner, (ii) dilute the relative interest of any Partner in the profits or capital of the Partnership or the allocations or distributions attributable to such interest without the written consent of such Partner (except such dilution as may result from additional subscriptions from the Partners or the admission of new Limited Partners pursuant to the terms of this Agreement), (iii) alter or waive the terms of Paragraph 3(i)(i) without the written consent of a majority in interest of the Limited Partners exempt from federal income taxation pursuant to the Code, (iv) alter or waive the terms of (A) Paragraphs 3(i)(ii) or 9(i)(ii), or (B) the ERISA-related provisions of Paragraphs 6(f) and 14, the second sentence of Paragraph 12(b) or the last paragraph of Paragraph 13, without the written consent of sixty-six and two-thirds percent (66-2/3%) in interest of the ERISA Partners and Deemed ERISA Partners taken together (no Partner being counted for this purpose as both an ERISA Partner and a Deemed ERISA Partner), (v) alter or waive the terms of the third sentence of the first paragraph of Paragraph 14 without the written consent of each Deemed ERISA Partner,, (vi) alter or waive the terms of this Paragraph 17 without the written consent of each Partner, or (vii) alter or waive any other provision of this Agreement which would adversely affect the rights and obligations under this Agreement of one class of Limited Partners and not all of the Limited Partners without the written consent of a majority in interest of the class of Limited Partners so affected. The General Partner shall promptly furnish copies of any amendments to this Agreement to all Partners.

18. General Provisions.

18(a). Notices. Except where otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and shall be deemed to have been properly given and delivered (i) by personal delivery (same day), (ii) if mailed from within the United States by first class United States Mail, postage prepaid (three business days after deposit within US Mail), (iii) if sent by electronic facsimile or e-mail (same day, except in the case of an e-mail to which the sender receives an automatic "out-of-office" or similar reply), or (iv) if sent by reputable overnight courier service, overnight delivery requested (one business day), addressed in each case, if to the Partnership or the General Partner, at 500 Blackburn

Avenue, Sewickley, Pennsylvania 15143, and if to any Limited Partner, to the address set forth in such Limited Partner's Subscription Agreement or other instrument pursuant to which he became a Limited Partner or, in each case, to such other address or addresses as the addressee may have specified by written notice as aforesaid to the other parties.

18(b). Power of Attorney.

(i) Each of the Partners hereby constitutes and appoints the General Partner as his attorney to make, execute, sign, acknowledge and, if necessary, file (A) any required amendment to the Certificate of Limited Partnership; (B) any amendment to this Agreement that does not require, under the terms of this Agreement, the approval of all the Partners, provided that Partners holding the interest in the Partnership specified in this Agreement as being required for such amendment have signed or otherwise approved such amendment and all other required signatures and approvals have been obtained; (C) any other instrument, certificate or document required from time to time to admit a Partner, to effect his substitution as a Partner, to effect the substitution of the Partner's assignee as a Partner, or to reflect any action of the Partners provided for in this Agreement; and (D) any other instrument, certificate or document as may be required or appropriate under the laws, regulations or procedures of the United States or any state or governmental entity in any jurisdiction in which the Partnership is conducting or intends to conduct its affairs, provided all such instruments, certificates and other documents referred to in clauses (A), (B), (C) and (D) above are in accordance with the terms of this Agreement as then in effect. Copies of all such instruments, certificates and other documents shall be sent to all Partners.

(ii) Each of the Partners is aware that the terms of this Agreement permit certain amendments to the Certificate of Limited Partnership and this Agreement to be effected and certain other actions to be taken by or with respect to the Partnership, in each case with the approval or by the vote of less than all the Partners. If, as and when (A) an amendment of the Certificate of Limited Partnership or this Agreement is proposed or an action is proposed to be taken by or with respect to the Partnership which does not require, under the terms of this Agreement, the approval of all of the Partners, (B) Partners holding the interest in the Partnership specified in this Agreement as being required for such amendment or action have approved such amendment or action in the manner contemplated by this Agreement, (C) the Advisory Committee has approved such amendment or action in the manner contemplated by this Agreement, if its approval is required by this Agreement, and (D) a Partner has failed or refused to approve such amendment or action (hereinafter referred to as a non-consenting Partner), each

non-consenting Partner agrees that the special attorney specified above, with full power of substitution, is hereby authorized and empowered to execute, acknowledge, make, swear to, verify, deliver, record, file and/or publish, for and on behalf of such non-consenting Partner, and in his name, place and stead, any and all instruments and documents which may be necessary or appropriate to permit such amendment to be lawfully made or action lawfully taken. Each Partner is fully aware that he and each other Partner have executed this special power of attorney, and that each Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership's affairs.

(iii) The foregoing grant of authority (A) is a special power of attorney coupled with an interest in favor of the General Partner and as such shall be irrevocable and shall survive the death or incompetence (or, in the case of a Partner that is a corporation, association, partnership or trust, shall survive the merger, dissolution or other termination of the existence) of the Partner and (B) shall survive the assignment by the Partner of the whole or any portion of his interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect such substitution and shall thereafter terminate.

18(c). Contract Construction. Where the context of this Agreement so requires, use of masculine gender pronouns shall be deemed to mean or include the feminine or neuter gender, and vice versa. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any such invalid or unenforceable provisions were omitted. References in this Agreement to sections of the Code or the Delaware Act shall be deemed to refer to such sections as they may be amended after the date of this Agreement.

18(d). Additional Documents. Each Partner hereby agrees to execute all certificates, counterparts, amendments, instruments or documents that may be required by laws of the various states or other jurisdictions in which the Partnership conducts its affairs, to conform with the laws of such states or other jurisdictions governing limited partnerships.

18(e). Binding on Successors. This Agreement shall be binding upon and it shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto.

18(f). Counterparts. This Agreement or any amendment hereto may be signed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one Agreement (or amendment, as the case may be).

18(g). Action by the Limited Partners. Whenever action is required by this Agreement to be taken by a specified percentage in interest of the Limited Partners or a designated group of Limited Partners, such action shall be deemed to be valid if taken upon written vote or written consent by those Limited Partners (excluding the General Partner and any partner of the General Partner if they are also Limited Partners) whose Contributions Accounts represent at that time the specified percentage of the Contributions Accounts of all such Limited Partners or such designated group of Limited Partners, as the case may be.

18(h). Voting. Any vote or other action required or permitted to be taken by this Agreement may be taken by written consent signed by not less than the requisite percentage in interest of parties required or permitted to take such vote or other action.

18(i). Applicable Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all the terms and provisions hereof shall be construed under the laws of the State of Delaware and, without limitation thereof, that the Delaware Act as now adopted or as may be hereafter amended shall govern the partnership aspects of this Agreement.

18(j). Securities Act Matters. Each Partner understands that in addition to the restrictions on transfer contained in this Agreement, he must bear the economic risks of his investment for an indefinite period because the Partnership interests have not been registered under the Securities Act and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act or an exemption from such registration is available. Each Partner agrees with all other Partners that he will not sell or otherwise transfer his interest in the Partnership unless such interest has been so registered or in the opinion of counsel for the Partnership, or of other counsel reasonably satisfactory to the Partnership, such an exemption is available.

18(k). Tax Matters Partner. The "tax matters partner" (as defined in Section 6231 of the Code) of the Partnership shall be the General Partner (the "Tax Matters Partner").

18(l). Disclosure Regarding Kemper Technology Fund ("KTF"). The parties are expressly put on notice of the KTF's Agreement and Declaration of Trust and all amendments thereto, all of which are on file with the Secretary of The Commonwealth of Massachusetts, and the limitation of shareholder and trustee liability contained therein. This Agreement has been executed by and on behalf of KTF by its representatives as such representatives and not individually, and the obligations of KTF under this Agreement are not binding upon any of the trustees, officers, or shareholders of KTF individually but are binding upon only the assets and property of KTF. With respect to any claim against KTF hereunder allocated to a particular portfolio of KTF, whether in accordance with the express terms hereof or otherwise, recourse shall be had solely against the assets of that portfolio to satisfy such claim and no recourse shall be had against the assets of any other portfolio for such purpose.

19. Definitions.

The respective Paragraphs or other locations in which certain capitalized terms used in this Agreement are defined are set forth below opposite such terms:

Term	Paragraph Reference
Account	3(n)
ACM Funds	3(m)
Additional Limited Partners	6(d)
Additional Contribution	6(d)(i)
Advisers Act	6(f)
Advisory Committee	5(a)
Agreement	Preamble
Benefit Plan Investor	6(f)
Capital Account	7(b)
Capital Contribution	6(a)
Carried Interest	8(i)(v)
Code	3(d)
Contributions Account	7(a)
Cost Basis	8(i)(i)
Debt-Financed Property	3(i)(i)
Deemed ERISA Partner	14
Default Charge	6(b)(i)
Delaware Act	1
Discretionary Distributions	9(b)
Disposition	3(A)
Due Care	3(g)
Employee Benefit Plan	14
ERISA	14
ERISA Partner	14
ERISA Withdrawal Date	14
Federal Banking Laws	4(f)
Freely Tradable	10(c)
General Partner	Preamble
Guaranteed Payment	3(d)
Indemnified Person(s)	15
Individual General Partners	3(c)(ii)
Investment Manager	14
Investment Securities	3(h)
Insulation	4(c)(i)
Just In Time	6(a)
KTF	18(1)
Lack of Actual Trading	13
Letter Agreement	3(c)(iv)
Limited Partner(s)	Preamble
Liquidating Trustee	12(a)

Term	Paragraph Reference
Management Fee	3(c)(iii)
Net Gain or Loss	8(i)(ii)
Non-Attributable Interest	4(c)(i)
Non-Portfolio Income or Loss	8(i)(iii)
Organizational Expenses	8(i)(iv)
Original Partnership Agreement	Preamble
Partner(s)	Preamble
Partnership	1
Plan Assets	13,14, 6(f)
Portfolio Company	3(h)
Portfolio Company Percentage	6(c)(ii)
Post-Recovery Portion	9(d)(ii)
Pre-Recovery Portion	9(d)(ii)
Prime Rate	6(c)(ii)
Private Placements	13
Prohibited Transaction	9(i)(ii)
Qualified Income Offset	8(f)(vi)
Qualified Professional Asset Manager	9(i)(ii)
Ramp-Down Period(s)	3(c)(iii)
Recovery Period	9(d)(i)
Regulation Y Limited Partner	4(f)
Regulatory Allocations	8(f)(v)
Reinvestment Amount	3(p)
Related Portfolio Company	3(m)
Reserves.	8(i)(iii)
Restoration Amount	8(i)(v)
Restricted Voting Power	4(f)
Safe Harbor	13
Secondary Market	13
Securities Act	10(c)
Special GP Subscription	3(a)
Subscription	6(a)
Tax Distributions	9(a)
Tax Matters Partner	18(k)
Total Subscription	6(a)
Traded on an Established Securities Market	13
Transfer	13
Unrelated Business Taxable Income	3(i)(i)
Venture Capital Operating Company	3(i)(ii)

IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Limited Partnership Agreement as of the day and year first above written.

GENERAL PARTNER:

ACM CAPITAL PARTNERS II, L.P.

By:_____
Name: Joel P. Adams
Title: General Partner

LIMITED PARTNERS:

By: ACM CAPITAL PARTNERS II, L.P.
attorney in fact pursuant to powers of attorney set forth in the Original Partnership Agreement with the Limited Partners

By:_____
Name: Joel P. Adams
Title: General Partner