WG&M DRAFT
03/03/98

AMENDED AND RESTATED

AGREEMENT OF LIMITED PARTNERSHIP

OF

CREDIT SUISSE FIRST BOSTON INTERNATIONAL EQUITY PARTNERS, L.P.

(a Guernsey, Channel Islands Limited Partnership)

Dated as of

February __, 1998

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CREDIT SUISSE FIRST BOSTON
INTERNATIONAL EQUITY PARTNERS, L.P.

This AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF CREDIT SUISSE FIRST BOSTON INTERNATIONAL EQUITY PARTNERS, L.P. (the "Partnership") is entered into as of the ____ day of February, 1998, by and among CREDIT SUISSE FIRST BOSTON INTERNATIONAL PRIVATE EQUITY PARTNERS, L.P., a limited partnership organized under the laws of Guernsey, Channel Islands, as general partner (the "General Partner"), each of the limited partners named, from time to time, on the books and records of the Partnership (the "Limited Partners"), and CSG FUND ADMINISTRATION (INTERNATIONAL) LIMITED, a limited liability company organized under the laws of Guernsey (the "Administrative General Partner"), as the withdrawing administrative general partner of the Partnership. The General Partner and the Limited Partners are referred to herein collectively as the "Partners."

WHEREAS, the Partnership was formed as a Guernsey limited partnership under the name "Credit Suisse First Boston International Equity Partners LP" pursuant to the Limited Partnerships (Guernsey) Law, 1995 and an Agreement of Limited Partnership (the "Original Partnership Agreement"), dated March 13, 1997, by and between Merchant LBO, Inc., as the initial general partner (the "Initial General Partner"), and Credit Suisse First Boston Fund Administration Limited, as the initial limited partner (the "Initial Limited Partner"); and

WHEREAS, the Initial General Partner transferred its entire interest in the Partnership to CSFB IGP (the "Withdrawing General Partner") and the Initial Limited Partner transferred its entire interest in the Partnership to Credit Suisse First Boston Private Equity, a corporation organized under the laws of the Canton of Zug, Switzerland (the "Withdrawing Limited Partner"); and

WHEREAS, the Original Partnership Agreement was amended and restated to permit the admission of the General Partner, the withdrawal of the Withdrawing General Partner and the Withdrawing Limited Partner, and the admission of certain Persons as limited partners, and to make certain other modifications to the Original Partnership Agreement; and

WHEREAS, the parties hereto desire to amend and restate the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of June 13, 1997 (the "Original Amended and Restated Agreement") to reflect the withdrawal of the Administrative

General Partner, the admission of certain other Persons as limited partners hereunder, and to make certain other modifications thereto.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Each Person whose subscription for a limited partner interest in the Partnership was accepted by the Administrative General Partner on the Initial Closing Date (as defined below) was admitted as a limited partner of the Partnership in accordance with Section 1.10(a) hereof.

2. Immediately following the admission of a limited partner to the Partnership in accordance with Section 1.10(a) hereof, the Withdrawing Limited Partner withdrew from the Partnership.

3. Immediately following the admission of the General Partner to the Partnership, the Withdrawing General Partner withdrew as a general partner of the Partnership.

4. The Administrative General Partner hereby withdraws as a general partner of the Partnership.

5. Each Person whose subscription for a limited partner interest in the Partnership has been accepted by the General Partner on a Closing Date other than the Initial Closing Date is hereby admitted to the Partnership in accordance with Section 1.10(b) hereof.

6. The Original Amended and Restated Agreement is hereby amended and restated to read in its entirety as follows:

ARTICLE 1

THE LIMITED PARTNERSHIP

1.1 Formation. The Partnership has been formed as a limited partnership under and pursuant to Guernsey Law (1995) (as defined below) and has been designated a registration number in accordance therewith.

1.2 Continuation and Operation of Limited Partnership. The Partners, acting directly or through an attorney-in-fact, shall execute such other documents and take such action as shall be appropriate to comply with all requirements of law for the continuation and operation of a limited partnership pursuant to Guernsey Law (1995).

1.3 Name. The name of the Partnership shall be Credit Suisse First Boston International Equity Partners, L.P., but the business of the Partnership may be conducted under any other name designated by the General Partner and, in such event, the General Partner shall notify the Partners of such name change within thirty (30) days thereafter.

1.4 Purposes and Powers.

(a) The Partnership shall have as its purposes (i) acquiring, holding and disposing of or otherwise realizing upon investments of all kinds, including, without limitation, equity or equity-related securities in privately or publicly issued capital stock, partnership interests, limited liability company interests, bonds, notes, debentures and other instruments or evidences of indebtedness, warrants, options and other contracts and property rights of any kind (the aggregate investment in any Portfolio Company is hereby referred to as an "Investment"); (ii) pending utilization or disbursement of funds, acquiring, holding, disposing of, or otherwise realizing upon Interim Investments (as defined below); and (iii) engaging in such activities as are incidental or ancillary to any of the foregoing.

(b) The Partnership shall have full power to transfer, mortgage, pledge, sell or otherwise deal with its Investments and property and to exercise all rights, powers, privileges and other incidents of ownership or possession with respect thereto. The Partnership may borrow up to an amount equal to ten percent (10%) of its aggregate Commitments at any one time; provided, however, that such borrowing shall not exceed the aggregate amount of Available Commitments at such time and that any such borrowing shall be repaid in full upon receipt of subsequent Capital Contributions from the Partners pursuant to Article 3 hereof. Subject to Section 1.5 hereof, the Partnership may maintain one or more offices and engage personnel for the conduct of the Partnership's activities. The Partnership may enter into, make and perform contracts, agreements and undertakings of all kinds as may be necessary, advisable or incident to the carrying out of its purposes. In addition to the powers specified above, the Partnership shall have the power to do all and everything necessary, appropriate or advisable for the accomplishment of or in furtherance of any of the purposes set forth herein, and to do every other thing or things incidental or appurtenant to or arising from or connected with any of such purposes; provided, however, that nothing set forth herein shall be construed as authorizing the Partnership to possess any purpose or power, or to do any act or thing, forbidden by law to be possessed or done by a limited partnership organized under the laws of Guernsey.

1.5 Principal Office; Registered Office.

(a) The Partnership may maintain offices in Guernsey or at such other locations outside of Switzerland or England, as may be selected from time to time by the General Partner.

(b) The address of the registered office of the Partnership in Guernsey is Helvetia Court, South Esplanade, St. Peter Port, Guernsey. The General Partner may at any

time change the location of the Partnership's registered office. If the General Partner makes any such change, the Partners shall be notified promptly thereafter.

1.6 Fiscal Year. The fiscal year and the taxable year of the Partnership shall be the calendar year (the "Partnership Year"), unless a different taxable year of the Partnership is required for U.S. federal income tax purposes in accordance with the rules contained in Section 706 of the Code and the Treasury Regulations promulgated thereunder.

1.7 Qualification as Partnership. The General Partner shall do all acts and things reasonably within its power (including publication or periodic filings) that may now or hereafter be required for (a) the perfection and continuing maintenance of the Partnership as a limited partnership under Guernsey Law (1995), (b) the protection of the limited liability status of the Limited Partners under Guernsey Law (1995), and (c) the treatment of the Partnership as a partnership for U.S. federal income tax purposes.

1.8 Qualification in Other Jurisdictions. The General Partner shall cause the Partnership to be qualified, formed, reformed or registered under assumed or fictitious name statutes or similar laws in any jurisdiction in which the Partnership owns property or transacts business if such qualification, formation, reformation or registration is necessary in order to protect the limited liability of the Limited Partners or to permit the Partnership lawfully to own such property or transact such business; provided, however, that such qualification, formation, reformation or registration shall not cause any Limited Partner to be personally liable to any Person to any greater extent than under this Agreement. The General Partner shall execute, file and publish all such certificates, notices, statements or other instruments as may be necessary to maintain the limited liability of the Limited Partners or to permit the Partnership to conduct business as a limited partnership in all jurisdictions where the Partnership elects to do business or is treated as doing business.

1.9 No U.S. Individuals as Partners. Notwithstanding anything to the contrary, no individual who is a "United States shareholder," within the meaning of Section 551 of the Code, shall be admitted to the Partnership as a partner.

1.10 Closing Dates.

(a) Initial Closing Date. On the Initial Closing Date, each Person whose subscription for a limited partner interest in the Partnership was accepted by the Administrative General Partner became a Limited Partner (and shall be shown as such on the books and records of the Partnership) upon execution and delivery by such Person and the General Partner of counterparts of this Agreement.

(b) Additional Closing Dates. At any time during the Admission Period, the General Partner may, in its sole discretion, cause the Partnership to admit any Person as an additional Limited Partner or to allow any existing Limited Partner to increase its original Commitment. A Person shall become such an additional Limited Partner (and shall be shown

as such on the books and records of the Partnership) upon execution and delivery by such Person and the General Partner of counterparts of this Agreement and any other necessary documents as determined by the General Partner. The books and records of the Partnership shall also show the increase of the Commitment of any existing Limited Partner pursuant to this Section 1.10(b). Neither the admission of any additional Limited Partner to the Partnership, nor the increase in the Commitment of any existing Partner, pursuant to this Section 1.10(b) shall require the approval of any Limited Partner existing immediately prior to such admission or increase.

(c) Capital Contributions.

(i) Upon the admission of any additional Limited Partners or increase in the Commitment of an existing Limited Partner pursuant to Section 1.10(b) hereof, each such additional or existing Limited Partner shall make a Capital Contribution to the Partnership in an amount equal to (A) such Limited Partner's Prefunded Amount (as defined in clause (ii) of this Section 1.10(c)), plus (B) notional interest on such Prefunded Amount as determined in the manner set forth in clause (iii) of this Section 1.10(c).

(ii) The term "Prefunded Amount" shall mean, with respect to any additional Limited Partner or existing Limited Partner increasing its Commitment, the aggregate amount of Capital Contributions such Limited Partner would have been required to make pursuant to Article 3 hereof if such Limited Partner had been admitted to the Partnership or increased its Commitment at the time of the Initial Closing Date.

(iii) The aggregate amount of notional interest payable by an additional or existing Limited Partner on its Prefunded Amount shall be equal to the amount derived by adding together amounts equal to the rate of LIBOR in effect from time to time during the applicable period plus four percent (4.0%) per annum on each Capital Contribution constituting a part of such Limited Partner's Prefunded Amount (each a "Deemed Capital Contribution"), which notional interest shall be computed from the period commencing on the date such Deemed Capital Contribution would have been made to the Partnership if such Limited Partner had been admitted, or increased its Commitment, at the time of the Initial Closing Date to (but excluding) the applicable Closing Date.

(iv) Notwithstanding Article 6 hereof, the aggregate amount of cash (including any notional interest payments attributable thereto) contributed to the Partnership on an applicable Closing Date by additional or existing Limited Partners pursuant to this Section 1.10(c) (excluding any amounts contributed in respect of incremental organizational expenses and other Expenses attributable to such Closing Date and Advisory Fees) shall be distributed to the other Partners as promptly as practicable after such Closing Date as described in the succeeding sentence. Each other Partner shall be entitled to receive an amount (plus the notional interest attributable thereto) equal to the excess of (x) each Capital Contribution previously made by such Partner pursuant to Article 3 hereof, over (y) the Capital Contribution such Partner would have been required to make pursuant to Article 3 hereof if the additional or

existing Limited Partners had made their Deemed Capital Contributions at the time such Partner made its Capital Contributions (taking into account additional Expenses that have been incurred following the prior Closing Date).

(v) The Investment Percentages of the Partners with respect to all Investments, if any, made prior to the admission of any additional Limited Partners or the increase in the Commitment of any existing Limited Partner shall be appropriately adjusted by the General Partner to reflect any Capital Contributions made by any such additional or existing Limited Partners with respect to such Investments pursuant to Section 1.10(c) hereof at the applicable Closing Dates (excluding any notional interest payments attributable thereto); it being understood that, with respect to a Limited Partner admitted to the Partnership on an earlier Closing Date, such Limited Partner's Invested Capital with respect to any such Investment shall be reduced to take into account the return of a portion of its Invested Capital pursuant to Section 1.10(c)(iv) hereof (excluding any notional interest payment attributable thereto).

(d) Advisory Fees. Upon the admission of each additional Limited Partner or increase in the Commitment of each existing Limited Partner pursuant to Section 1.10(b) hereof, the Partnership shall pay the Investment Advisor an Advisory Fee equal to (i) the amount the Partnership would have been required to pay the Investment Advisor pursuant to Section 4.2 hereof if such Limited Partner had been admitted to the Partnership, or increased its Commitment, on the Initial Closing Date, plus (ii) notional interest equal to LIBOR in effect from time to time during the applicable period plus four percent (4.0%) per annum on such Advisory Fee payable pursuant to this Section 1.10(d) computed from the period commencing on the Initial Closing Date to (but excluding) the applicable Closing Date.

ARTICLE 2

DEFINITIONS

2.1 Definitions. The following defined terms used in this Agreement shall have the respective meanings specified below:

"Administrative General Partner" shall have the meaning specified in the recitals hereto.

"Administrator" shall mean Credit Suisse Fund Administrators, a Guernsey fund administrator, which served as administrator of the Partnership from the Initial Closing Date through December 31, 1997.

"Admission Period" shall mean the period commencing on the Initial Closing Date and ending three hundred (300) days thereafter.

"Advisory Fee" shall have the meaning specified in Section 4.2 hereof.

"Advisory Committee" shall have the meaning specified in Section 7.14(a) hereof.

"Affiliate" of a Person shall mean any Person directly or indirectly Controlling, Controlled by, or under common Control with, such other Person.

"Affiliate Limited Partner" shall mean any Limited Partner that is an Affiliate of the General Partner, including Credit Suisse First Boston Private Equity.

"Aggregate Limited Partners' Commitment" shall mean, at any time, the aggregate of all the Commitments of the Limited Partners to the Partnership at such time.

"Agreement" shall mean this Amended and Restated Agreement of Limited Partnership of the Partnership, as the same may be further amended, supplemented or otherwise modified from time to time.

"Amount of Damages" shall have the meaning specified in Section 9.8(b)(i) hereof.

"Ancillary Limited Partner Agreement" shall mean, with respect to a Limited Partner, each of the Subscription Agreement, the Prospective Investor Questionnaire and any other agreement or document executed by such Limited Partner, directly or by an attorney-in-fact, in connection with acquiring its interest in the Partnership.

"Apportioned Expenses" shall mean, with respect to a Limited Partner, as to each Realized Investment giving rise to a distribution on any Distribution Date, the product of (a) the aggregate amount of Capital Contributions made by such Limited Partner at or prior to such time with respect to Expenses which are not directly attributable to any Investment made by the Partnership, as determined by the General Partner in its reasonable discretion, less the amount of any such Capital Contributions previously allocated as Apportioned Expenses to any Realized Investments as of such date, and (b) a fraction, (i) the numerator of which shall be the amount of the Invested Capital of such Limited Partner with respect to such Realized Investment, and (ii) the denominator of which shall be the aggregate amount of the Invested Capital of such Limited Partner with respect to such Realized Investment and all other Investments, if any, held by the Partnership as of such date (excluding any such Investment that has been determined to be totally worthless in accordance with Section 8.6 hereof).

"Assign" or "Assignment" shall have the meaning specified in Section 9.1(a) hereof.

"Assumed Tax Rate" shall mean the highest combined marginal effective U.S. federal, state and local income tax rate prescribed for an individual resident of New York City

applicable to the character of the net taxable income (i.e., capital gains and/or ordinary income) allocable to the PED/Finders through their interest in the General Partner, as reasonably determined by the General Partner, in the relevant Partnership Year. If the character of the net taxable income in a Partnership Year consists of income taxable at different maximum marginal rates, the Assumed Tax Rate shall be a blended rate to take into account such differences.

"Authorized Representative" shall have the meaning specified in Section 7.13(a) hereof.

"Available Commitment" shall mean, with respect to a Partner at any time, an amount equal to the Commitment of such Partner (a) reduced by all Capital Contributions made by such Partner and all payments, if any, made by such Partner pursuant to Section 4.1(b) hereof, and (b) increased by the sum of all Capital Contributions returned to such Partner pursuant to Section 1.10(c)(iv) or 3.1(d) hereof. In no event shall any notional interest paid or received pursuant to Section 1.10 hereof affect in any manner the Available Commitment of any Partner.

"Bankruptcy" of a Partner shall mean (a) the filing by a Partner of a voluntary petition seeking liquidation, reorganization, arrangement or readjustment, in any form, of its debts under Title 11 of the United States Code or any other federal or state insolvency law, or a Partner's filing an answer consenting to or acquiescing in any such petition, (b) the making by a Partner of any assignment for the benefit of its creditors, (c) the expiration of sixty (60) days after the filing of an involuntary petition under Title 11 of the United States Code, an application for the appointment of a receiver for the assets of a Partner, or an involuntary petition seeking liquidation, reorganization, arrangement or readjustment of its debts under any other federal or state insolvency law, provided that the same shall not have been vacated, set aside or stayed within such 60-day period, (d) the entry of a decree of bankruptcy by a Swiss court, or (e) any other similar event of bankruptcy or insolvency under the law of any other relevant jurisdiction with respect to such Partner.

"Business Day" shall mean any day that is not a Saturday, Sunday, or other day in which banks are required or authorized to be closed in Guernsey, Switzerland, England or the United States.

"Canadian Company" shall mean an entity which (a) is headquartered in Canada and has material operations in Canada, (b) (on a consolidated basis) has operations predominately in Canada, or (c) (on a consolidated basis) has the majority of its assets in Canada or more of its assets in Canada than in any other country or countries.

"Capital Contribution" shall mean, with respect to any Partner, the total amount of money contributed to the Partnership by, on behalf of or for the account of, such Partner.

"Carried Interest Amount" shall have the meaning specified in Section 6.1(d) hereof.

"Claims" shall have the meaning specified in Section 7.9(a) hereof.

"Closing Date" shall mean any date established in accordance with Sections 1.10(a) and (b) hereof for the admission to the Partnership of a Limited Partner (other than the admission of a substitute limited partner pursuant to Article 9 hereof).

"Code" shall mean the U.S. Internal Revenue Code of 1986, as amended, or the corresponding provisions of any successor statute.

"Commitment" shall mean the commitment by each Partner to contribute to the capital of the Partnership. The amount of each Partner's Commitment is set forth on the signature page to this Agreement executed by such Partner and in the books and records of the Partnership, which books and records shall show the admission of additional Limited Partners to the Partnership, the increase in Commitment of any existing Partner or the transfer of a Commitment by a Partner in accordance with this Agreement.

"Commitment Percentage Interest" shall mean, at any time, with respect to a Partner, the percentage obtained by dividing (a) such Partner's Commitment at such time, by (b) the aggregate Commitments of all Partners at such time.

"Commitment Period" shall mean the period commencing on the Initial Closing Date and expiring on the earliest of (a) the fifth anniversary of the Initial Closing Date, (b) the date that all of the Commitments are fully utilized to make Investments and to pay, Expenses and (c) the date on which the General Partner is notified of the written election of Limited Partners representing at least eighty percent (80%) of the Aggregate Limited Partners' Commitments (excluding the Commitments of any Affiliate Limited Partners) to terminate the Commitment Period.

"Contribution Date" shall mean, with respect to any Capital Contribution made by a Partner, the date such contribution was made by such Partner to the Partnership.

"Control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and "Controlling" and "Controlled" shall have meanings correlative thereto.

"CSFB" shall mean Credit Suisse First Boston, a business unit of Credit Suisse First Boston, a Swiss bank.

"CSG" shall mean Credit Suisse Group.

"CSG Entity" shall mean CSG or any entity directly or indirectly Controlled by CSG.

"Deemed Capital Contribution" shall have the meaning specified in Section 1.10(c)(iii) hereof.

"Default Amount" shall have the meaning specified in Section 3.5(a) hereof.

"Defaulting Limited Partner" shall have the meaning specified in Section 3.5(a) hereof.

"Deficiency Amount" shall have the meaning specified in Section 6.7(b) hereof.

"Distributable Proceeds" shall have the meaning specified in Section 6.1(a) hereof.

"Distribution Date" shall have the meaning specified in Section 6.1(c) hereof.

"Dollar" or "$" shall mean the U.S. dollar.

"ERISA" shall mean the U.S. Employee Retirement Income Security Act of, 1974, as amended from time to time.

"ERISA Partner" shall mean any Limited Partner that is (i) an employee benefit plan which is subject to the provisions of Part 4 of Subtitle B of Title I of ERISA, (ii) a plan or individual retirement account which is subject to Section 4975 of the Code, or (iii) a nominee for, or is using the assets of, or is a trust established pursuant to, one or more such employee benefit plans, or other such plans or individual retirement accounts.

"Excess Carried Interest Amount" shall have the meaning specified in Section 6.7(a) hereof.

"Excluded Limited Partner" shall have the meaning specified in Section 9.8(a) hereof.

"Executive Co-Investment Vehicle" shall have the meaning specified in Section 7.11(a) hereof.

"Expenses" shall mean all costs and expenses (including, without limitation, legal and administrative costs and expenses) incurred by the Partnership, the General Partner, the Administrative General Partner, the Investment Advisor or the Sub-Advisors or any of their Affiliates on behalf of the Partnership, including, without limitation, costs and expenses incurred in respect of (a) organizing the Partnership (including, without limitation, any legal or accounting fees and disbursements incurred in connection with the organization of the

Partnership), (b) identifying, evaluating, structuring, negotiating, acquiring, selling or otherwise disposing of all or any portion of any Investment or any Potential Investment (whether or not such Potential Investment is consummated), (c) Advisory Fees, (d) accounting or audit compliance, (e) taxes (other than taxes imposed on the Partnership and treated as deemed distributions to the Partners in accordance with Section 6.6 hereof) and tax compliance, (f) filings and registration fees with respect to the Partnership and governmental charges levied against the Partnership, (g) the conversion of currency, (h) litigation (subject to clause (iii) of the proviso below), (i) any indemnification obligation with respect to Claims, (j) reasonable out-of-pocket expenses of Advisory Committee members, (k) establishing and maintaining the office(s) of the Partnership outside the United States, the United Kingdom and Switzerland, including, without limitation, any fees payable to the Administrator engaged by the Administrative General Partner to provide the Administrative General Partner with assistance in performing its duties hereunder, and any costs and expenses in connection therewith, and (l) other extraordinary costs and expenses incurred with respect to the Partnership; provided, however, that Expenses shall not include (i) any overhead expenses (including, without limitation, salaries, rent and equipment) incurred by the General Partner, the Administrative General Partner, the Investment Advisor or the Sub-Advisors (excluding any costs and expenses described in clause (k) above which shall be treated as Expenses), (ii) any placement fees incurred in connection with the initial sale of limited partner interests in the Partnership, (iii) any amount as to which an Indemnified Party is not entitled to indemnification under Section 7.9 hereof because such Indemnified Party has been finally adjudicated to have been grossly negligent or engaged in willful misconduct, or (iv) any costs or expenses incurred by the Partnership, the General Partner, the Administrative General Partner, the Investment Advisor or the Sub-Advisors or any of their Affiliates in an aggregate amount in excess of $1,000,000 in connection with the organization of, and the offer and sale of limited partnership interests in, the Partnership.

"Fair Market Value" shall mean, with respect to any Investment owned by the Partnership at any time, (i) if the Investment is comprised of securities listed on a securities exchange, the average of the last sales price of such securities on the principal securities exchange on which such securities are listed on the thirty (30) trading days immediately preceding the date of determination; (ii) if the Investment is comprised of securities which are publicly traded but not listed on a securities exchange or if there were no sales of the securities comprising the Investment on the dates referred to in clause (i) above, the value of such securities shall be the average of the high "bid" and low "asked" prices of such securities on the principal securities market on which they are traded on the thirty (30) trading days immediately preceding the date of determination; and (iii) in all other cases, the fair market value of the securities comprising such Investment shall be as reasonably determined by the General Partner (or the Liquidator, if such determination is made upon liquidation of the Partnership), in its sole discretion, in good faith; provided, however, that, if the General Partner (or the Liquidator) determines in its sole discretion, in good faith, that the value determined pursuant to clause (i) or (ii) does not appropriately reflect the fair market value of such securities, then such fair market value shall be determined in accordance with clause (iii)

above. The "Fair Market Value" of any assets other than securities shall be as determined by the General Partner (or the Liquidator), in its sole discretion, in good faith.

"Funding Notice" shall have the meaning specified in Section 3.1(a) hereof.

"General Partner" shall have the meaning specified in the introductory paragraph hereof.

"Guernsey Law (1995)" shall mean the Limited Partnerships (Guernsey) Law, 1995, as the same may be amended from time to time.

"Indemnified Parties" shall have the meaning specified in Section 7.8 hereof.

"Initial Closing Date" shall mean June 13, 1997.

"Initial General Partner" shall have the meaning specified in the recitals hereto.

"Initial Limited Partner" shall have the meaning specified in the recitals hereto.

"Interim Investments" shall have the meaning specified in Section 5.4 hereof.

"Internal Rate of Return" shall have the meaning specified in Section 6.1(c) hereof.

"Invested Capital" shall mean, with respect to each Investment and each Partner, the sum of (a) all Capital Contributions made by such Partner which are utilized by the Partnership to make such Investment (excluding any Invested Capital with respect to such Investment returned to such Partner pursuant to Section 1.10(c)(iv) hereof), (b) all Capital Contributions made by such Limited Partner in respect of Expenses which are directly attributable to such Investment, as determined by the General Partner in its reasonable discretion, and (c) all Capital Contributions made by such Partner pursuant to Section 1.10(c) or Section 3.1(c)(ii) hereof with respect to such Investment. In no event shall any notional interest paid or received pursuant to Section 1.10 hereof affect in any manner the Invested Capital of any Partner.

"Investment" shall have the meaning specified in Section 1.4 hereof.

"Investment Advisor" shall mean Credit Suisse First Boston Advisory Partners, LLC, a Delaware limited liability company and an indirect subsidiary of CSG.

"Investment Advisory Agreement" shall mean that certain Investment Advisory Agreement, dated as of the date hereof, by and between the Investment Advisor and the Partnership, as such agreement may be amended, supplemented or otherwise modified from time to time.

"Investment Percentage" shall mean, with respect to each Investment and each Partner, the percentage obtained by dividing (a) the aggregate amount of Invested Capital of such Partner at such time in respect of such Investment, by (b) the aggregate amount of Invested Capital of all Partners at such time in respect of such Investment. The amount of Invested Capital at any time shall not take into account any return of, or distribution with respect to, such Invested Capital, but shall reflect the full amount of original capital invested, and any additional capital invested, in an Investment; provided, however, that the amount of Invested Capital of a Partner at any time shall be reduced to take into account the return, if any, pursuant to Section 1.10(c)(iv) hereof, of a portion of the original capital invested by such Partner in an Investment.

"LIBOR" shall mean the rate determined by the General Partner in accordance with the following provisions. On each relevant determination date, which will be for a tenor appropriate for the relevant payment obligation as determined by the General Partner in its sole discretion, LIBOR will be determined on the basis of the offered rate for deposits in U.S. dollars commencing on the second London Market Day immediately preceding such determination date, which appears on the Telerate Page 3750, or any successor publication or page, as of 11:00 A.M. London time, on that determination date. If such rate does not so appear on the Telerate Page 3750, or any successor publication or page, the rate will be determined on the basis of the rates at which deposits in U.S. dollars are offered by four major banks in the London interbank market selected by the General Partner at approximately 11:00 A.M., London time, on the date next preceding the determination date to prime banks in the London interbank market in a principal amount equal to an amount not less than $1,000,000 that is representative for a single transaction in such market at such time. In such case, the General Partner will request the principal London office at each of the aforesaid major banks to provide a quotation of such rate. If at least two such quotations are provided in respect of the relevant determination date, the rate will be the arithmetic mean of the quotations, and, if fewer than two quotations are provided as requested in respect of the relevant determination date, the rate will be the arithmetic mean of the rates quoted by three major banks in The City of New York, selected by the General Partner, at approximately 11:00 A.M., New York City time, on that determination date for loans in U.S. dollars to leading European banks in a principal amount equal to an amount not less than $1,000,000 that is representative for a single transaction in such market at such time.

"Limited Partners" shall have the meaning specified in the introductory paragraph hereof.

"Liquidator" shall have the meaning specified in Section 10.3(a) hereof.

"Marketable Security" shall mean any security of a class that is traded on an internationally recognized securities exchange, or is otherwise publicly traded, and believed by the General Partner, in its reasonable discretion, to be readily marketable or liquefiable.

"Original Amended and Restated Agreement" shall have the meaning set forth in the recitals hereto.

"Original Partnership Agreement" shall have the meaning specified in the recitals hereto.

"Other Clients" shall have the meaning specified in Section 7.6(a) hereof.

"Partners" shall have the meaning specified in the introductory paragraph hereof.

"Partnership" shall have the meaning specified in the introductory paragraph hereof.

"Partnership Year" shall have the meaning specified in Section 1.6 hereof.

"PED/Finders" shall mean the individuals of the Private Equity Division of CSFB and other individuals that are employees of the CSG Entities that will participate in the Partnership through a direct or indirect investment in the General Partner.

"Person" shall mean a corporation, an association, a partnership (general or limited), a limited liability company, a limited liability partnership, a business trust, an organization, or other legal entity, an individual, a government or political subdivision thereof or a governmental agency.

"Plan Asset Regulations" shall have the meaning specified in Section 17.3(a) hereof.

"Portfolio Company" shall mean the issuer of securities or other instruments or obligations purchased by the Partnership as an Investment other than the issuer of any Interim Investments.

"Potential Investment" shall have the meaning specified in Section 5.1 hereof.

"Prefunded Amount" shall have the meaning specified in Section 1.10(c)(ii) hereof.

"Realized Investments" shall mean, at any Distribution Date, (a) all Investments (or portions thereof) that have previously been sold or otherwise disposed of by the Partnership (solely to the extent of the portion sold or otherwise disposed of), and (b) all Investments (or portions thereof) that have been written-down by the General Partner pursuant to Section 8.6 hereof (solely to the extent of any such write-down).

"Reserves" shall mean the amount of proceeds that the General Partner determines in good faith in its reasonable discretion is necessary or appropriate to provide for future costs, expenses and liabilities (including, without limitation, any Claims) of the Partnership.

"Sub-Advisors" shall mean Credit Suisse First Boston (Europe) Limited, Credit Suisse First Boston Hong Kong Branch and any other entity or entities engaged by the Investment Advisor to provide sub-advisory services with respect to the Partnership.

"Tax Distribution" shall have the meaning specified in Section 6.4 hereof.

"Treasury Regulations" shall mean the income tax regulations promulgated under the Code.

"Unreturned Investment Capital Contributions", shall mean, with respect to a Limited Partner and all Realized Investments at such time, the excess, if any, of (a) the aggregate amount of Invested Capital of such Limited Partner with respect to such Realized Investments, over (b) the aggregate amount of distributions made or deemed made to such Limited Partner at or prior to such time.

"U.S." or "United States" shall mean the United States of America.

"U.S. Company" shall mean an entity which (a) is headquartered in the United States and has material operations in the United States, (b) (on a consolidated basis) has operations predominately in the United States, or (c) (on a consolidated basis) has the majority of its assets in the United States or more of its assets in the United States than in any other country or countries.

"Withdrawing General Partner" shall have the meaning specified in the recitals hereto.

"Withdrawing Limited Partner" shall have the meaning specified in the recitals hereto.

2.2 Other Definitions. Certain capitalized terms used in this Agreement that are not defined in this Article 2 shall have the meanings specified throughout this Agreement.

ARTICLE 3

CAPITAL CONTRIBUTIONS

3.1 Drawdowns.

(a) Capital Contributions. Subject to Section 4.1(b) hereof, each Limited Partner and the General Partner shall make capital contributions to the Partnership, *pro rata*, in accordance with their respective Available Commitments at such time, within ten (10) Business Days from the issuance by the General Partner of a Funding Notice (as described in the succeeding sentence). Each funding notice ("Funding Notice") shall specify: (i) the required Capital Contribution to be made by a Partner; (ii) the date on which such Capital Contribution is due; (iii) the account or accounts to which such Capital Contribution should be paid; (iv) subject to Section 7.13(b) hereof, a brief description of the Investment or other purpose for which such Capital Contribution is required; provided, however, that the name of such Investment shall not be given in such Funding Notice if the General Partner determines, in its sole discretion, that providing the name in such Funding Notice would be inappropriate, due to confidentiality or other concerns; and (v) with respect to Capital Contributions to be made in respect of the making of an Investment, the determination of the country in which the subject Portfolio Company (directly and through it subsidiaries) is primarily engaged in business, in accordance with Section 5.2(d) hereof. If, in connection with the making of any Investment in respect of which a Funding Notice has been delivered, it is necessary or desirable to increase the required Capital Contributions to be made by the Partners in connection therewith, the General Partner shall deliver one or more additional Funding Notices to each Partner amending the original Funding Notice and specifying the amount of the increase in the required Capital Contribution to be made by such Partner.

(b) Use of Capital Contributions. Capital Contributions may be called to fund Investments or the payment of Expenses or the establishment of Reserves; provided, however, that, after the termination of the Commitment Period, Capital Contributions in respect of Available Commitments may be called only (i) to fund Investments that the Partnership had committed to make prior to the termination of the Commitment Period, (ii) to make follow-on Investments with respect to existing Investments, (iii) to pay Expenses or to establish Reserves, or (iv) to make Capital Contributions in accordance with the indemnification provisions of Section 7.9 hereof.

(c) Initial Drawdown.

(i) As of the Initial Closing Date, each Partner admitted to the Partnership at such time shall make a Capital Contribution to the Partnership equal to its pro rata share, based on its Commitment Percentage Interest, of (A) the Expenses incurred with respect to the organization of the Partnership, and (B) the Advisory Fees payable by the Partnership to the Investment Advisor as of the Initial Closing Date.

(ii) As of the Initial Closing Date, each Limited Partner admitted to the Partnership at such time shall make a Capital Contribution to the Partnership equal to its pro rata share, based on its Commitment Percentage Interest, of the original cost of Investments made by the Partnership prior to, or at, such time. Notwithstanding Article 7 hereof, the amounts contributed to the capital of the Partnership by the Limited Partners in accordance with this Section 3.1(c)(ii) (plus any income earned by the Partnership with respect to such

capital) shall be distributed to the General Partner and the Investment Percentages and the Invested Capital of the Partners with respect to all Investments made prior to the Initial Closing Date shall be appropriately adjusted by the Administrative General Partner to reflect the Capital Contributions made by each Partner with respect to each such Investment.

(d) Return of Unutilized Capital Contributions. Capital Contributions made by the Partners for the purpose of funding an Investment shall be returned to the Partners if such Investment is not made within forty-five (45) days after the applicable Contribution Date. Capital Contributions made by the Partners to fund an Investment may be held in Interim Investments prior to the making of such Investment.

3.2 Payment of Capital Contributions. All Capital Contributions made by a Partner to the Partnership shall be in Dollars by wire transfer of immediately available funds to a bank account or accounts designated by the General Partner.

3.3 Administrative General Partner. The Administrative General Partner has made a contribution to the capital of the Partnership in the amount of $100, and, upon its withdrawal from the Partnership, the Administrative General Partner shall be entitled to receive $100 as a return of capital from the Partnership. The Administrative General Partner shall have no further obligation to make any Capital Contributions to the Partnership. Accordingly, the Administrative General Partner's Commitment, Commitment Percentage Interest and Investment Percentage with respect to each Investment each shall be zero for all purposes of this Agreement.

3.4 Limitations on Capital Contributions; Withdrawals.

(a) In no event shall any Partner be required to make a Capital Contribution (including any Capital Contribution made pursuant to Section 3.5(b) hereof) at any time in an amount in excess of such Partner's Available Commitment at such time, except with respect to such Partner's obligation to make Capital Contributions in respect of any indemnification obligation pursuant to, and as limited by, Section 7.9 hereof. In addition, a Partner shall be required to bear costs and expenses as specifically set forth in Section 8.4(c) hereof in an amount which may be in excess of such Partner's Available Commitment at such time and, notwithstanding anything to the contrary, a Partner shall not be deemed to have made Capital Contributions hereunder with respect to any such costs and expenses borne by such Partner.

(b) Notwithstanding that a Partner may have an Adjusted Capital Account Deficit (as defined in Section 17.1(a) hereof), no Partner shall be entitled or required to make any contribution to the capital of the Partnership other than the contributions set forth in this Agreement. All Capital Contributions shall be held or expended by the General Partner in furtherance of the purposes of the Partnership.

(c) No Partner shall have the right to withdraw from the Partnership or to demand a return of all or any part of its Capital Contribution during the term of the

Partnership, and any return of a Partner's Capital Contribution shall be made solely from the assets of the Partnership and only in accordance with the terms of this Agreement. A Partner may withdraw from the Partnership only by written consent from the General Partner.

(d) No interest shall be paid on Capital Contributions, except as otherwise provided in this Agreement.

3.5 Defaults.

(a) Each Limited Partner agrees that payment of its required Capital Contributions when due is of the essence, that any default by any Limited Partner in the payment thereof would cause injury to the Partnership and to the other Partners and that the amount of damages caused by any such injury would be extremely difficult to calculate. Accordingly, if at any time a Limited Partner (a "Defaulting Limited Partner") shall fail to make a required Capital Contribution to the Partnership as and when due, the amount of such default shall accrue interest commencing on the date such contribution was due at the lesser of (i) the rate equal to LIBOR plus seven percent (7%) per annum or (ii) the maximum rate permitted by applicable law (such default amount plus interest being the "Default Amount"). Upon the occurrence of a default, the General Partner shall promptly notify in writing the Limited Partner who committed such default.

(b) In addition to any other rights or remedies available at law, the General Partner, in its sole discretion, may (i) cause the Defaulting Limited Partner to forfeit all or any portion of future distributions to be made by the Partnership, (ii) cause the Defaulting Limited Partner to be excluded from participating in future Investments, (iii) cause distributions that would otherwise be made to the Defaulting Limited Partner to be credited against the Default Amount in accordance with Section 6.5 hereof, (iv) cause the Defaulting Limited Partner to forfeit its right to participate with respect to the Advisory Committee, (v) cause the Defaulting Limited Partner to forfeit or otherwise reduce its Available Commitment and Commitment, (vi) cause a forced sale of the Defaulting Limited Partner's entire interest in the Partnership to (A) any Partners (including the General Partner) who may wish to purchase such interest, *pro rata* based on their respective Commitment Percentage Interests at such time, at the lesser of an amount equal to seventy-five percent (75%) of the aggregate Capital Contributions made by such Defaulting Limited Partner to the Partnership (net of any Capital Contributions previously returned to such Defaulting Limited Partner and distributions made to such Defaulting Limited Partner pursuant to this Agreement) or such other price as the General Partner, in its sole and absolute discretion, shall determine to be fair and reasonable under the circumstances, or (B) in the event no Partner is willing to purchase such interest, to any third party, at such price as the General Partner, in its sole and absolute discretion, shall determine to be fair and reasonable under the circumstances, and/or (vii) institute proceedings to recover the Default Amount; provided, however, that, prior to the General Partner exercising any of the rights or remedies set forth in this sentence, the Defaulting Limited Partner shall have ten days commencing on the date the General Partner notifies such Defaulting Limited Partner in writing of its default to cure any such default by payment of the Default Amount. In addition, the General Partner, in

its sole discretion, may require the non-defaulting Partners, *pro rata* based on their respective Commitment Percentage Interests at such time, to make Capital Contributions to the Partnership to make up any shortfall in Capital Contributions resulting from the failure of the Defaulting Limited Partner to fund its required amount. The General Partner may offer the remaining Available Commitment and Commitment of a Defaulting Limited Partner to any existing Partner or other Person admitted to the Partnership in connection therewith, as determined in the discretion of the General Partner, and, in such event, the books and records of the Partnership shall be revised by the General Partner accordingly.

(c) A Defaulting Limited Partner shall not be permitted to participate in any vote, consent or approval of the Limited Partners. Accordingly, in determining whether, in respect of any matter requiring the vote, consent or approval of the Limited Partners, the requisite vote, consent or approval has been satisfied, the Commitments of the Defaulting Limited Partners shall be excluded.

3.6 Negative Capital Accounts. Except as otherwise expressly provided in Sections 6.7 and 7.9 hereof, at no time during the term of the Partnership or upon dissolution and liquidation thereof shall a Partner with a negative balance in its Capital Account (as defined in Section 17.1(a) hereof) have any obligation to the Partnership or the other Partners to restore such negative balance, except as may be required by law or in respect of any negative balance resulting from a withdrawal of capital or dissolution in contravention of this Agreement.

ARTICLE 4

COSTS, EXPENSES AND FEES

4.1 Expenses.

(a) The General Partner shall cause the Partnership to pay all Expenses. Any Expenses incurred by the General Partner, the Investment Advisor or a Sub-Advisor on behalf of (or attributable to) the Partnership shall be reimbursed by the Partnership.

(b) If twenty-five percent (25%) or more of the Aggregate Limited Partners' Commitment (excluding the Commitment of any Affiliate Limited Partner) is from ERISA Partners, each Limited Partner shall make payments in respect of (i) Expenses (other than Advisory Fees) directly to the General Partner and (ii) Advisory Fees directly to the Investment Advisor, until such time as the Partnership has qualified for the "venture capital operating company" exception contained in the Plan Asset Regulations, after which time each Limited Partner shall make Capital Contributions to the Partnership in respect of such Expenses in accordance with Section 3.1 hereof.

4.2 Advisory Fees.

(a) Subject to Sections 4.1 and 4.2(b) hereof, in consideration for the investment advisory services to be provided pursuant to the Investment Advisory Agreement, the Partnership will pay to the Investment Advisor, semi-annually in advance in each year, an advisory fee (the "Advisory Fee") equal to:

(i) during the Commitment Period, 2.0% per annum of the aggregate Partners' Commitments, and

(ii) thereafter, 2.0% per annum of the aggregate Invested Capital of the Partners with respect to Investments that remain outstanding on the date of payment of such Advisory Fee (net of any portion of Invested Capital attributable to an Investment that has been permanently written-down in accordance with Section 8.6 hereof).

The Advisory Fee shall commence to accrue on the Initial Closing Date and shall cease to accrue on the date on which the Partnership shall terminate as provided in Article 10 hereof.

(b) The Investment Advisor shall have the right to contract for and receive transaction, advisory, break-up or similar fees from any Portfolio Company or other Person in connection with the activities of the Partnership; provided, however, that fifty percent (50%) of any such fees received by the Investment Advisor from a Portfolio Company or the subject of a Potential Investment which is not consummated shall be applied (without duplication) to reduce any unpaid future Advisory Fees payable by the Partnership to the Investment Advisor.

ARTICLE 5

MAKING OF INVESTMENTS

5.1 Investments Generally. Pursuant to the terms of the Investment Advisory Agreement, during the Commitment Period, the Investment Advisor (directly or through a Sub-Advisor) shall identify and evaluate investment opportunities (each, a "Potential Investment") on behalf of the Partnership. The General Partner shall evaluate the recommendation of the Investment Advisor with respect to each Potential Investment presented to the Partnership and shall determine whether the Partnership shall make such Investment; provided that the General Partner or the Investment Advisor shall seek the advice of counsel that under the laws of the jurisdiction in which the Portfolio Company is organized, at the time of the making of such Investment (or pending at such time and known to counsel), the limited liability of the Limited Partners under the laws of Guernsey, Channel Islands will be substantially respected and, if not, such Investment shall not be made.

5.2 Specific Investment Limitations.

(a) The Partnership shall not make an Investment in a U.S. Company or Canadian Company unless such Investment is the result of the expansion of the business or operations of an existing Portfolio Company.

(b) The Partnership shall not:

(i) make any Investment that is unanimously and formally opposed by the Board of Directors or any similar governing body of a Portfolio Company;

(ii) purchase securities on margin or maintain a short position in any security; or

(iii) engage in risk arbitrage transactions.

(c) Unless the General Partner has received the approval of a majority of the members of the Advisory Committee:

(i) no more than forty percent (40%) of the Commitments shall be invested by the Partnership, directly or indirectly, in entities primarily engaged in business in the same country, as reasonably determined by the Investment Advisor in accordance with Section 5.2(d) below;

(ii) No more than fifty million dollars ($50,000,000) shall be invested by the Partnership, directly or indirectly, in any single Portfolio Company;

(iii) the Partnership shall not invest in a pooled investment vehicle or other investment fund (other than a special purpose entity created to facilitate a specific Investment) managed by an entity (A) that is not an Affiliate of a CSG Entity, (B) over which the Partnership does not retain investment discretion and (C) where the "carried interest" payable to Persons other than management, when added to the "carried interest" payable to the General Partner with respect to that Investment, would exceed a twenty percent (20%) aggregate carried interest; or

(iv) no more than fifteen percent (15%) of the Commitments may be invested in entities:

(A) which (1) are organized or incorporated in the Russian Federation, other newly independent states of the former Soviet Union, or countries in Africa or the Middle East (the "Limitation Countries"), (2) are headquartered in the Limitation Countries, or (3) have operations predominately in the Limitation Countries; or

(B) whose primary activities and assets are located in the Limitation Countries.

(d) At the time each Investment is made by the Partnership in a Portfolio Company, the Investment Advisor, pursuant to the Investment Advisory Agreement, in its reasonable discretion, shall determine the country in which such Portfolio Company (directly and through its subsidiaries) is primarily engaged in business taking into consideration, as reasonably determined by the Investment Advisor, the (i) place of organization or incorporation of such Portfolio Company (and its subsidiaries), (ii) location of the headquarters of such Portfolio Company (and its subsidiaries), (iii) where the operations of such Portfolio Company (and its subsidiaries) are predominately conducted, and (iv) where the primary activities and assets of such Portfolio Company (and its subsidiaries) are conducted or located. The Investment Advisor's determination shall be set forth in the Funding Notice to be provided to the Partners with respect to such Investment and shall be conclusive. If there is a material change in the business activities of a Portfolio Company, the Investment Advisor, pursuant to the Investment Advisory Agreement, in its discretion, may change its prior determination with respect to the country in which such Portfolio Company (directly and through its subsidiaries) is primarily engaged in business by providing notice of such change to the General Partner, in which case, the General Partner shall provide written notice of such change to each of the other Partners.

5.3 Alternative Investment Vehicles. If the General Partner determines in its reasonable discretion that for legal, tax, regulatory or other reasons it is in the best interest of the Partners to make an Investment through an alternative investment vehicle, the Investment Advisor shall be permitted to structure the making of all or any portion of an Investment outside of the Partnership by requiring the Partners to make such Investment through an entity (other than the Partnership) that will invest on a parallel basis with or in lieu of the Partnership, as the case may be; provided, however, that such alternative investment vehicle shall not cause any Limited Partner to be personally liable to any Person to any greater extent than under this Agreement. If such an alternative investment vehicle is used to make an Investment, the Partners' interests in such vehicle shall be structured in such a manner that would be reasonably expected to preserve in all material respects the overall economic relationship of the Partners contemplated by this Agreement, and all determinations pursuant to this Agreement, including with respect to the distribution provisions of Article 6 hereof, shall be made as if each Investment made through such an alternative vehicle were made by the Partnership. Within thirty (30) days after an alternative investment vehicle is formed in accordance with this Section 5.3, the General Partner shall provide each Limited Partner with a notice briefly describing such alternative investment vehicle.

5.4 Interim Investments. The General Partner may invest cash held by the Partnership, including all amounts being held by the Partnership for future Investments, payment of Expenses or distributions to Partners, in (i) Dollar denominated bank deposits, commercial paper, certificates of deposit, floating rate notes or other comparable securities of issuers, rated at least A-1 or the equivalent thereof by Standard & Poor's Ratings Group or at

least P-1 or the equivalent thereof by Moody's Investors Service, Inc. or U.S. Treasury Bills, or other interest-bearing accounts, or (ii) other short-term investments denominated in a currency other than the Dollar, as determined by the General Partner in its discretion (collectively, "Interim Investments").

ARTICLE 6

DISTRIBUTIONS

6.1 Nonliquidating Distribution Provisions in General.

(a) Distributable Proceeds. Prior to the dissolution of the Partnership, all cash proceeds or other cash receipts or Marketable Securities received by the Partnership, net of (i) Reserves, (ii) amounts necessary to pay accrued Expenses (to the extent the Partners have not made Capital Contributions in respect of such Expenses), and (iii) amounts to be retained and reinvested by the Partnership in accordance with Section 6.10 hereof (the "Distributable Proceeds"), shall be distributed to the Partners pursuant to the provisions of Section 6.2 hereof, (x) in the case of net interest and dividend income (other than original issue discount and payment in kind income) and short-term investment income, at least annually, and (y) in the case of proceeds received from the disposition of Investments, as promptly as practicable after receipt thereof by the Partnership. Except in connection with the liquidation of the Partnership, distributions shall not be made other than in cash or Marketable Securities, provided that any distribution of Marketable Securities shall be made based upon the Fair Market Value of such Marketable Securities. Distributions made in cash to each Limited Partner shall be made by wire transfer to a bank account designated by such Limited Partner.

(b) Partial Dispositions of Investments. For purposes of this Agreement, with respect to the sale or other disposition of a portion of an Investment, such portion shall be treated as having been a separate Investment from the remaining portion of the Investment retained by the Partnership, and the Invested Capital with respect to such Investment which was sold or otherwise disposed of shall be treated as having been divided between the portion which was sold or otherwise disposed of and the portion retained by the Partnership on a pro rata basis based on original cost.

(c) Internal Rate of Return. "Internal Rate of Return" shall mean an internal rate of return determined by taking into account all cash outflows made by a Limited Partner to the Partnership and all cash inflows received by such Limited Partner from the Partnership in each case with respect to all Realized Investments; it being understood that, in order for a Limited Partner to receive a positive Internal Rate of Return, a Limited Partner must receive an aggregate amount equal to (i) its aggregate cash outflows to the Partnership, and its aggregate cash outflows to the General Partner, to the Investment Advisor and to any other Person solely with respect to its indemnification obligations pursuant to Section 7.9 hereof, with respect to all Realized Investments, plus (ii) a return thereon. The Internal Rate of Return with respect to a Limited Partner, at any date of distribution (a "Distribution Date") of

Distributable Proceeds, shall be (i) computed with annual compounding, (ii) measured from the date the initial Capital Contribution is made by such Limited Partner to the Partnership with respect to a Realized Investment to such Distribution Date, and (iii) for purposes of computing such internal rate of return, (A) all Invested Capital of such Limited Partner (plus any notional interest paid by such Limited Partner pursuant to Section 1.10(c) hereof) with respect to all Realized Investments at such Distribution Date, shall be treated as an outflow on the applicable Contribution Dates, (B) each Capital Contribution made by such Limited Partner with respect to Expenses which are not directly attributable to any Investment, as determined by the General Partner in its reasonable discretion, and that is treated as an Apportioned Expense with respect to a Realized Investment at such Distribution Date shall be treated as an outflow on the applicable Contribution Date; and (C) each distribution or payment made to such Limited Partner (including, without limitation, pursuant to this Article 6, Article 10 hereof and Sections 1.10 and 3.1(d) hereof) with respect to a Realized Investment at such Distribution Date shall be treated as an inflow on the date of such distribution or payment.

(d) Carried Interest Amount. The General Partner's "Carried Interest Amount" with respect to a Limited Partner shall mean, at any time, the excess of (i) the aggregate amount, if any, distributed to the General Partner pursuant to Section 6.2(b) hereof in respect of such Limited Partner's allocated share of Distributable Proceeds, over (ii) the aggregate amount of capital contributions and/or payments, if any, made by the General Partner pursuant to Section 6.7 hereof with respect to such Limited Partner.

6.2 Distribution of Distributable Proceeds.

(a) Preliminary Allocation Among Partners. In connection with any distribution of Distributable Proceeds that arise with respect to an Investment, the General Partner shall preliminarily allocate the Distributable Proceeds among the Partners in accordance with their respective Investment Percentages in such Investment at such time; provided, however, that any Distributable Proceeds that the General Partner determines are not allocable to any Investment shall be preliminarily allocated among the Partners based on their respective Commitment Percentage Interests at such time. The amount preliminarily allocated to a Partner pursuant to this Section 6.2(a) shall be distributed, (i) with respect to a Limited Partner, to the General Partner and such Limited Partner as set forth in Section 6.2(b) below, and (ii) with respect to the General Partner, to the General Partner as set forth in Section 6.2(c) below.

(b) Amounts Preliminarily Allocated to the Limited Partners. Subject to Section 6.4 hereof, a Limited Partner's preliminarily allocated share of any Distributable Proceeds shall be distributed to such Limited Partner and the General Partner in the following order and priority:

(i) first, 100% to such Limited Partner until such Limited Partner has received (taking into account all prior distributions made or deemed made to such Limited Partner) an aggregate amount equal to such

Limited Partner's Unreturned Investment Capital Contributions solely with respect to all Realized Investments at such Distribution Date;

(ii) second, 100% to such Limited Partner until such Limited Partner has received (taking into account all prior distributions made or deemed made to such Limited Partner) an aggregate amount equal to such Limited Partner's Apportioned Expenses solely with respect to all Realized Investments at such Distribution Date;

(iii) third, if such Limited Partner has not received (taking into account all prior distributions made or deemed made to such Limited Partner), as of the Distribution Date, an aggregate amount necessary to provide such Limited Partner with an Internal Rate of Return of 9% with respect to all Realized Investments at such Distribution Date, then 100% to such Limited Partner until such Limited Partner has received such 9% Internal Rate of Return;

(iv) fourth, 100% to the General Partner, until the General Partner has received pursuant to this Section 6.2(b) solely with respect to such Limited Partner (taking into account all prior distributions made to the General Partner pursuant to this Section 6.2(b) solely with respect to such Limited Partner) an aggregate amount equal to 20% of the excess of (x) the aggregate amount of all Distributable Proceeds distributed to such Limited Partner and the General Partner solely with respect to such Limited Partner pursuant to this Section 6.2(b), over (y) the aggregate amount of Invested Capital and Apportioned Expenses of such Limited Partner solely with respect to all Realized Investments at such time; and

(v) thereafter,

(A) 80% to such Limited Partner, and

(B) 20% to the General Partner.

(c) Amounts Preliminarily Allocated to the General Partner. The Partnership shall distribute to the General Partner, one hundred percent (100%) of its preliminarily allocated share of any Distributable Proceeds, as described in Section 6.2(a) hereof.

6.3 Reduction of Reserves. Any amount which the General Partner in good faith determines is no longer needed to be set aside as part of a Reserve shall be treated, for purposes of this Article 6, as cash proceeds received in respect of the Investment for which such Reserve was established, or as otherwise determined by the General Partner in good faith.

6.4 Tax Distributions. Notwithstanding any other provision of this Agreement to the contrary, but subject to Section 6.8 hereof, to the extent of available cash receipts and prior to distributions under Section 6.2(b) hereof, at the time of any distribution of Distributable Proceeds, as determined in the sole discretion of the General Partner, the Partnership shall make cash distributions to the General Partner in an aggregate amount equal to the product of (i) the Assumed Tax Rate, and (ii) the amount of taxable income for U.S. federal income tax purposes allocable solely to the PED/Finders through their interest in the General Partner, as reasonably determined by the General Partner, in connection with the transactions giving rise to the receipt of such Distributable Proceeds ("Tax Distributions"). Any Tax Distribution will reduce the amount the General Partner would otherwise receive pursuant to Section 6.2 hereof.

6.5 Withholding of Certain Amounts.

(a) Notwithstanding anything to the contrary contained in this Agreement, the General Partner, in its sole discretion, may withhold from any distribution of Distributable Proceeds or other cash or other property to any Limited Partner contemplated by this Agreement the following amounts:

(i) any amounts due from such Limited Partner to the Partnership, the General Partner, the Investment Advisor or to any other Person in connection with the business of the Partnership to the extent not otherwise paid;

(ii) any amounts required to reimburse the Partnership for the payment of any amounts specified in Section 15.1 hereof; and

(iii) any amounts required to be borne by such Limited Partner pursuant to Section 8.4(c) hereof.

Any amount withheld pursuant to this Section 6.5 shall be applied by the General Partner to discharge the obligation in respect of which such amount was withheld.

(b) Notwithstanding anything to the contrary contained in this Agreement, all amounts withheld by the General Partner pursuant to Section 6.5(a) hereof with respect to a Limited Partner shall be treated as if such amounts were distributed to such Limited Partner under this Agreement.

6.6 Withholding of Taxes from Distributions to the Partnership. Notwithstanding anything to the contrary, if the Partnership receives proceeds in respect of which a tax has been withheld, the Partnership shall be treated as having received cash in an amount equal to the amount of such withheld tax, and, for all purposes of this Agreement, each Partner shall be treated as having received an amount of Distributable Proceeds pursuant to Section 6.2 hereof equal to the portion of the withholding tax allocable to such Partner, as

reasonably determined by the General Partner in accordance with the provisions of this Article 6.

6.7 General Partner's Giveback Obligation.

(a) If, after the dissolution of the Partnership, the liquidation and/or distribution of all Investments and the application of the distribution provisions contained in Section 10.3(b) hereof to be made upon liquidation of the Partnership, with respect to each Limited Partner,

(i) there is a Deficiency Amount (as defined in clause (b) below) with respect to such Limited Partner at the time of such dissolution and liquidation of the Partnership, the General Partner shall make a capital contribution to the Partnership in an amount equal to the lesser of (x) the Deficiency Amount at such time, and (y) the Carried Interest Amount with respect to such Limited Partner at such time less the product of (A) the net taxable income for U.S. federal income tax purposes allocable to the PED/Finders through their interest in the General Partner attributable to such Carried Interest Amount with respect to such Limited Partner, as reasonably determined by the General Partner, and (B) the applicable Assumed Tax Rates in effect from time to time, as reasonably determined by the General Partner, or

(ii) there is no Deficiency Amount with respect to such Limited Partner, but at such time the Carried Interest Amount received by the General Partner with respect to such Limited Partner exceeds 20% of the excess of (x) the aggregate amount of Distributable Proceeds preliminarily allocated to such Limited Partner pursuant to Section 6.2(a) hereof, over (y) the aggregate amount of (1) Invested Capital of such Limited Partner with respect to all Realized Investments at such time, plus (2) the aggregate amount of Capital Contributions made by such Limited Partner to the Partnership with respect to Expenses which are not directly attributable to any Investment made by the Partnership, as determined by the General Partner in its reasonable discretion, (such excess amount being referred to as the "Excess Carried Interest Amount"), then, at the time of such dissolution and liquidation of the Partnership, the General Partner shall make a capital contribution to the Partnership in an amount equal to the Excess Carried Interest Amount less the product of (A) the net taxable income for U.S. federal income tax purposes allocable to the PED/Finders through their interest in the General Partner attributable to such Excess Carried Interest Amount with respect to such Limited Partner, as reasonably determined by the General

Partner, and (B) the applicable Assumed Tax Rates in effect from time to time, as reasonably determined by the General Partner, and

promptly after such capital contribution by the General Partner pursuant to clause (i) or (ii) above, the Partnership shall make a distribution of the amount so contributed to such Limited Partner; it being understood that, if the Partnership has dissolved, any such amounts shall be paid directly by the General Partner to such Limited Partner. Notwithstanding anything to the contrary, the General Partner shall not be required to make any capital contribution or payment at any time pursuant to this Section 6.7 with respect to a Limited Partner in excess of the Carried Interest Amount received by the General Partner with respect to such Limited Partner less the product of (A) the net taxable income for U.S. federal income tax purposes allocable to the PED/Finders through their interest in the General Partner attributable to such Carried Interest Amount with respect to such Limited Partner, as reasonably determined by the General Partner, and (B) the applicable Assumed Tax Rates in effect from time to time, as reasonably determined by the General Partner.

(b) For purposes of Section 6.7(a) hereof, the "Deficiency Amount" shall mean, at the date of determination, (i) the excess, if any, of (A) the amount of distributions which would be required to be made to the Limited Partner in order for its Internal Rate of Return to equal 9%, over (B) the aggregate amount of distributions actually received by the Limited Partner from the Partnership at or prior to such time.

(c) If, after the General Partner makes a capital contribution to the Partnership or a payment to the Limited Partner pursuant to Section 6.7(a) hereof, it is determined that any Reserves retained by the Partnership are no longer needed by the Partnership, distributions of any released Reserves shall be made to the Partners in such a manner to reflect distributions which would have been made to the Partners pursuant to Section 6.2 hereof and any capital contribution or payment which would have been made by the General Partner pursuant to Section 6.7(a) hereof if such Reserves had been distributed immediately prior to the dissolution of the Partnership.

(d) CSG shall enter into a Guarantee Agreement substantially in the form attached hereto as Exhibit C.

6.8 Restricted Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Partnership, and the General Partner on behalf of the Partnership, shall not make a distribution to any Partner on account of its interest in the Partnership if such distribution would violate applicable law.

6.9 Foreign Currency Considerations.

(a) All cash distributions shall be made in immediately available funds in Dollars, except to the extent that distributions in Dollars would be illegal or impracticable under applicable law, in which case, to such extent, distributions shall be made in the currency in which cash is received by the Partnership.

(b) At the time any cash is received in a currency other than the Dollar for payment (as distributions or otherwise) to the Partners in connection with any Investment:

(i) subject to clause (ii) of this Section 6.9(b), if such cash is to be paid (as a distribution or otherwise) in Dollars, the General Partner shall effect the conversion of such cash into Dollars, at the applicable exchange rate in effect on the date of conversion; and

(ii) if, pursuant to Section 6.9(a) hereof, such cash is to be paid in the currency in which it is received by the Partnership, the General Partner shall determine the Dollar equivalent of such cash, based upon the applicable exchange rate in effect on the Business Day immediately preceding the date of distribution of such Distributable Proceeds, for purposes of this Article 6.

6.10 Reinvestment of Interim Distributions Received with Respect to an Investment. Notwithstanding anything to the contrary, the General Partner in its sole discretion may cause the Partnership to retain (and not to distribute to the Partners) all or any portion of any dividends or interest received by the Partnership with respect to an Investment and to reinvest such proceeds in the Portfolio Company (or any of its Affiliates) in which such Investment was made.

ARTICLE 7

MANAGEMENT

7.1 Rights and Duties of Limited Partners. The Limited Partners shall not participate in the conduct or management of the business of the limited partnership and shall not transact the business of, sign or otherwise execute documents for, or otherwise bind the Partnership.

7.2 Management Generally. The General Partner shall have full and complete charge of all affairs of the Partnership, and the management and control of the Partnership's operations shall rest exclusively with the General Partner. The General Partner shall be required to devote to the conduct of the operations of the Partnership only such time and attention as it determines, in its sole discretion, to be necessary to accomplish the purposes, and to conduct properly the operations, of the Partnership. The General Partner shall have the

right to delegate to the Investment Advisor any or all of the rights, powers, authority, duties and responsibilities which it has pursuant to this Agreement. Notwithstanding the foregoing, the management, policies and operations of the Partnership shall at all times remain the responsibility of the General Partner, and all decisions relating to matters of the Partnership, including decisions relating to making, holding or disposing of Investments, shall be the responsibility of the General Partner, notwithstanding any delegation of duties under the Investment Advisory Agreement, and the Investment Advisor shall not have authority to bind the Partnership in connection therewith.

7.3 Powers of the General Partner. Subject to Section 7.2 hereof, the General Partner shall have the power on behalf and in the name of the Partnership, to carry out any and all of the purposes of the Partnership set forth in Section 1.4 hereof and to perform all acts and enter into and perform all contracts and other undertakings which it may deem necessary or advisable or incidental thereto, solely to the extent consistent with the terms and conditions of this Agreement, including, without limitation, the power to:

(a) open, maintain and close accounts with brokers (which may be Affiliates of the General Partner, subject to Sections 7.6 and 7.12 hereof), which power shall include the authority to issue all instructions and authorizations to brokers regarding securities and money therein and to pay, or authorize the payment and reimbursement of, brokerage commissions;

(b) open, maintain and close bank accounts and draw checks or other orders for the payment of monies;

(c) form alternative investment vehicles in accordance with Section 5.3 hereof under the laws of any jurisdiction or any partnerships or other entities, in each instance, for the purpose of, or to facilitate, making Investments;

(d) expend the capital and revenues of the Partnership in furtherance of the Partnership's purposes, and pay, in accordance with the provisions of this Agreement, all obligations of the Partnership to the extent that funds of the Partnership are available therefor;

(e) enter into or terminate agreements and contracts with third parties, institute, defend and settle litigation arising therefrom, and give receipts, releases and discharges with respect to all of the foregoing and any matters incident thereto;

(f) purchase, at the expense of the Partnership, liability, casualty and other insurance and bonds to protect the Partnership's properties and operations;

(g) employ consultants, accountants, attorneys, brokers, engineers, escrow agents and others and terminate such employments; provided, however, that, if any

Affiliate of the General Partner is so employed, such employment will be under the terms and conditions set forth in Section 7.12 hereof;

(h) execute and deliver any and all agreements, documents and other instruments necessary or incidental to the conduct of the operations of the Partnership;

(i) dissolve the Partnership in accordance with Section 10.1 hereof;

(j) enter into any currency hedging transactions with respect to the activities of the Partnership; and

(k) enter into, and cause the Partnership to perform its obligations under, the Investment Advisory Agreement.

The General Partner may perform its obligations hereunder itself or through others.

7.4 General Partner Permitted to Hold Property. The General Partner, to the extent the General Partner determines that it is required or otherwise in the best interests of the Partnership, may acquire, hold and transfer, or cause to be acquired, held and transferred, any property of the Partnership in the name of the General Partner or a nominee, agent or trustee for the Partnership (including the General Partner acting as such) and enter into, or cause to be entered into, agreements or transactions for and on behalf of the Partnership, in the name of the General Partner or such nominee, agent or trustee; provided, however, that the General Partner or such nominee, agent or trustee, in so acting, will act solely as agent for, and on behalf of, the Partnership and will use its best efforts to conduct the operations of the Partnership so as to insure that each party to any such agreement or transaction will be given actual notice that the entire beneficial interest in such agreement or transaction (including, without limitation, any assets covered thereby) is in the Partnership, rather than the General Partner or any such other Person. All title to property beneficially owned by the Partnership and held by the General Partner or such nominee, agent or trustee shall be held in the name of the latter solely as nominee, agent or trustee for, and on behalf of, the Partnership.

7.5 Investment Opportunities.

(a) Subject to Section 7.5(e) hereof, during the period commencing on the Initial Closing Date and ending on the earlier of (i) the date after which seventy-five percent (75%) of the Commitments have been utilized to make Investments and to pay Expenses or (ii) the termination of the Commitment Period, the CSG Entities (excluding Winterthur and any Person directly or indirectly Controlled by Winterthur and the then existing private equity funds of any CSG Entities which are acquired for strategic purposes at any time after the Initial Closing Date) shall offer to the Partnership, as the principal non-U.S. private equity investment vehicle of CSG, private equity and private equity-linked investment opportunities in Western Europe, Central Europe, Latin America, Asia, Australia, New Zealand or Eastern Europe (other than any investment opportunities in Russia or other newly independent states of

the former Soviet Union or in Switzerland or Romania) available to each such entity as a principal that fit the investment criteria of the Partnership, except for investment opportunities or acquisitions (i) made for strategic purposes, or (ii) made in connection with or incidental to the operating business of any CSG Entity, or (iii) related to any existing investment of any CSG Entity, or (iv) made in real estate or real estate related companies, or (v) made in an underwriting capacity, as principal in a market-making capacity or in connection with block positions, proprietary trading, distressed securities or other broker-dealer activities (including equity derivative business or where a CSG Entity is acting as a riskless principal) or (vi) developed or originated by an unaffiliated third party co-investor or joint venture partner and made available only to a specific CSG Entity pursuant to a contractual obligation or a fiduciary duty of such third party. Notwithstanding anything to the contrary, CSG and its affiliates may invest, or recommend to any other Person, any investment transaction which the Investment Advisor elects not to recommend to the Partnership or the General Partner determines not to make on behalf of the Partnership.

(b) Neither the General Partner nor any other entity controlled by the Private Equity Division of CSFB shall close any additional investment fund sponsored by it, the primary purpose of which is making privately negotiated equity or equity-linked investments in Western Europe, Central Europe, Latin America, Asia or Eastern Europe until the earlier of (i) the date after which seventy-five percent (75%) of the Commitments have been utilized to make Investments and to pay Expenses or (ii) the termination of the Commitment Period.

(c) Notwithstanding anything to the contrary, CSG or any of its Affiliates may form one or more funds or other pooled investment vehicles to make investments in Russia and other newly independent states of the former Soviet Union. If CSG or any of its Affiliates forms any fund or other pooled investment vehicle to invest in Russia and other newly independent states of the former Soviet Union, each Limited Partner shall be offered the opportunity to participate in any such fund or other pooled investment vehicle.

(d) Notwithstanding anything to the contrary, CSG or any of its Affiliates may form one or more funds or other pooled investment vehicles to make investments in Switzerland. If CSG or any of its Affiliates forms any fund or other pooled investment vehicle to invest in Switzerland, the Partnership may, as determined in the sole discretion of the General Partner, co-invest on a side-by-side basis with any such fund or pooled investment vehicle with respect to such investments made in Switzerland.

(e) Notwithstanding anything to the contrary, the Partners acknowledge and agree that Credit Suisse Asset Management, a business unit of Credit Suisse First Boston, a Swiss bank, may continue to carry out its asset management business, including its country fund products, as currently conducted, which from time to time, as an incident to its primary objective of passive investment in listed securities, includes investment in illiquid or unlisted securities in an amount (with respect to any individual investment and any follow-on investments) that would be less than the Partnership would generally consider.

7.6 Conflicts of Interest.

(a) Except as set forth in Section 7.5 hereof, the Limited Partners acknowledge and agree that the activities of CSG and its Affiliates shall not be restricted in any manner whatsoever, and that any such CSG Entity (i) may act as the investment manager or general partner for other customers, accounts and pooled investment vehicles ("Other Clients") with similar (or different) investment objectives to those of the Partnership, (ii) shall not have any obligation to engage in any activity, transaction or investment (including, without limitation, opportunities in foreign countries that also may be suitable for the Partnership) for the Partnership's account or to recommend any activity, transaction or investment to the Partnership which any of CSG and its Affiliates or any of their partners, members, officers, directors or employees may engage in for their own account, or for the account of any Other Clients, and (iii) may provide advisory services or banking services (including, without limitation, corporate or investment banking services) for Other Clients, and receive compensation in connection therewith, in connection with the sale of an Investment to the Partnership or the purchase of an Investment from the Partnership.

(b) The Limited Partners acknowledge and agree that CSG and its Affiliates may contract for and receive for their own account customary corporate and investment banking fees, advisory service fees and other fees from any Person, including the Partnership or any Person in which the Partnership has made an Investment, and that, except as specifically set forth in Section 4.2(b) hereof, the Partnership and the Limited Partners shall have no interest in any such fees. To the extent that such services are provided by CSG or its Affiliates to the Partnership or any Person in which the Partnership makes an Investment, the rate of compensation to be paid for any such services shall be reasonable as compared to the amount paid for similar services in arm's length transactions between unrelated parties. CSFB shall provide notice by overnight courier service to the members of the Advisory Committee prior to the retention by the Partnership of an Affiliate of CSG for the provision of any services to the Partnership.

7.7 Restrictions on General Partner's Authority. The General Partner may not, without the written consent or ratification of the specific act of Limited Partners (excluding Affiliate Limited Partners and Defaulting Limited Partners) representing at least a majority of the Aggregate Limited Partners' Commitment (excluding the Commitment of any Affiliate Limited Partner or Defaulting Limited Partner) given in this Agreement or given by another written instrument executed and delivered by the Partners subsequent to the date of this Agreement, do any of the following:

(a) perform any act in contravention of this Agreement;

(b) confess a judgment against the Partnership;

(c) possess Partnership property, or assign any rights in specific Partnership property, for other than a Partnership purpose;

(d) admit a Person as a Partner, except as otherwise provided in this Agreement;

(e) amend this Agreement except as otherwise provided in Article 12 hereof;

(f) transfer its interest as General Partner of the Partnership, except as otherwise provided in Article 9 hereof;

(g) subject to Section 10.1(d) hereof, do anything which makes it impossible to carry on the business of the Partnership; or

(h) deal in any manner with any property of the Partnership or in which the Partnership has any interest, or dispose of any rights in any such property, for any purpose other than a Partnership purpose.

7.8 Exculpation. The General Partner, the Investment Advisor (including members of its investment committee), the Sub-Advisors, and any of their respective Affiliates (excluding any Portfolio Company), and any of their respective officers, directors, partners, members, shareholders, employees, and, as determined by the General Partner, consultants or agents, and the members of the Advisory Committee (the "Indemnified Parties," each of which (other than consultants or agents) shall be a third party beneficiary of this Agreement solely for purposes of this Section 7.8 and Section 7.9 hereof) shall not be liable, in damages or otherwise, to the Partnership or the Limited Partners, or any of their Affiliates, for any act or omission performed or omitted by any of them with respect to this Agreement or the Partnership's business and affairs, except with respect to any act or omission with respect to which such Indemnified Party shall have been finally adjudicated to have been grossly negligent or engaged in willful misconduct.

7.9 Indemnification.

(a) (i) The Partnership, to the fullest extent permitted by law, shall indemnify and hold harmless all Indemnified Parties from and against any and all claims or liabilities of any nature whatsoever, including attorneys' fees and disbursements and other costs and expenses incurred (the "Claims"), arising out of, or in connection with, any action taken or omitted by any Indemnified Party with respect to this Agreement or the Partnership's business and affairs, except with respect to any act or omission with respect to which such Indemnified Party shall have been finally adjudicated to have been grossly negligent or engaged in willful misconduct. If for any reason (other than the gross negligence or willful misconduct of the Indemnified Party), the foregoing indemnification is insufficient to hold an Indemnified Party harmless (taking into account the illiquidity of the Investments, if any, then held by the Partnership), then each Partner agrees to indemnify and hold harmless such Indemnified Party to the extent of its pro rata share of the amount of such insufficiency; provided, however, that the aggregate amount that each Partner may be required to indemnify an Indemnified Party pursuant to this Section 7.9 shall not exceed the lesser of (x) the sum of (I) such Partner's

Available Commitment at such time, and (II) the aggregate amount of distributions made to such Partner by the Partnership (to the extent not previously utilized to satisfy an indemnification obligation pursuant to this Section 7.9 and, with respect to the General Partner, net of any distributions returned by the General Partner pursuant to Section 6.7 hereof) other than distributions pursuant to Section 1.10(c)(iv) hereof and returns of Capital Contributions pursuant to Section 3.1(d) hereof which increase such Partner's Available Commitment and (y) such Partner's Commitment.

(ii) Prior to the liquidation of the Partnership, the Partners shall be required to make Capital Contributions to the Partnership to satisfy any indemnification obligation pursuant to this Section 7.9. To the extent the Partners have Available Commitments, any Capital Contributions required to be made with respect to a Claim shall be contributed to the Partnership by the Partners in accordance with Section 3.1(a) hereof. After the dissolution of the Partnership, the Partners shall be required to make indemnification payments pursuant to this Section 7.9 directly to or for the benefit of any Indemnified Party hereunder, *pro rata* based on their respective Commitment Percentage Interests.

(b) The indemnity payable hereunder shall be net of any other payments received by the Indemnified Parties in respect of the same Claims, and the Indemnified Parties shall use commercially reasonable efforts to pursue rights to such other payments; provided, however, that there shall be no condition precedent to the rights of Indemnified Parties to indemnification as provided in this Section 7.9; and, provided further, that, if the Partnership indemnifies an Indemnified Party with respect to a Claim pursuant to this Section 7.9, the Partnership shall be subrogated to the rights of such Indemnified Party with respect to any other payments such Indemnified Party may be entitled to from any third parties with respect to such Claim.

(c) Expenses incurred by an Indemnified Party in defense or settlement of any Claim that may be subject to a right of indemnification hereunder may be advanced by the Partnership, as determined by the General Partner in its sole discretion, prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Party to repay such amount if it shall be determined, by a court of competent jurisdiction pursuant to a final non-appealable judgment, order or decree, that the Indemnified Party is not entitled to be indemnified hereunder.

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

(e) Promptly after receipt by an Indemnified Party of notice of the commencement of any action or proceeding or threatened action or proceeding involving a Claim referred to in the preceding paragraphs of this Section 7.9, such Indemnified Party shall, if a claim for indemnification in respect thereof is to be made against the Partnership, give

written notice to the Partnership or the General Partner of the commencement of such action; provided, however, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Partnership or any Partner of its obligations hereunder, except to the extent of any actual prejudice to the Partnership or any Partner.

(f) If any such action is brought against an Indemnified Party, the Partnership shall be entitled to participate in and to assume the defense thereof to the extent that the Partnership may wish, with counsel reasonably satisfactory to such Indemnified Party. After notice from the Partnership to such Indemnified Party of the Partnership's election so to assume the defense thereof, the Partnership shall not be liable for expenses subsequently incurred by such Indemnified Party without the consent of the Partnership in connection with the defense thereof. The Partnership shall not consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect of such claim or litigation.

(g) Upon the termination of the Partnership, each Partner shall remain liable for its indemnity obligations hereunder with respect to any Claims asserted before such termination or within three (3) years after the date of such termination. An Excluded Limited Partner shall remain liable for its indemnity obligations hereunder. After termination of the Partnership, (i) the General Partner shall have the right to assume the defense of indemnifiable claims and to enter into any settlement on behalf of the Partnership, subject to the last sentence of Section 7.9(f) hereof. After termination of the Partnership, the General Partner shall give copies of any written notice provided to it under Section 7.9(e) hereof to each Limited Partner.

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

7.10 Co-Investments.

(a) The General Partner, the Investment Advisor, the Sub-Advisors and their Affiliates may seek strategic or financial investors to co-invest with the Partnership or to lend to Portfolio Companies in appropriate circumstances. In addition, the Limited Partners acknowledge that other third parties (including, without limitation, management of Portfolio Companies, consultants and persons providing debt financing to the Portfolio Companies) shall be permitted to co-invest with the Partnership with respect to Investments. The Limited Partners acknowledge and agree that the General Partner and the Investment Advisor may contract for and receive fees or carried interest in connection with any such co-investment by

a Person other than a Limited Partner and neither the Partnership nor any Limited Partner will have any interest in such fees or carried interest.

(b) Subject to Sections 7.10(a) and 7.11 hereof, if the General Partner determines that a Potential Investment requires capital in excess of that permitted to be invested by the Partnership in accordance with Section 5.2(c)(ii) hereof, or in excess of that amount which the General Partner determines is prudent for the Partnership to make, the General Partner (i) first, shall offer each Co-Investment Partner (as defined in Section 7.10(c) below), *pro rata*, in accordance with their respective Commitment Percentage Interests at such time, the opportunity to co-invest with respect to such Investment as a limited partner of a partnership formed for the purpose of making such co-investment pursuant to a limited partnership agreement in substantially the form of Exhibit A hereto, provided that (A) any such opportunity to co-invest may be subject to such time and other constraints as reasonably determined by the General Partner with respect to the making of such Investment and (B) the general partner (or any Affiliate thereof) of the respective partnership shall not be entitled to any carried interest or advisory fees in connection with such co-investment; and (ii) then, may offer to any Person the opportunity to co-invest in any remaining portion of the Investment on terms no more favorable than those terms offered to the Limited Partners, and the General Partner and the Investment Advisor may contract for and receive fees or carried interest in connection therewith.

(c) A "Co-Investment Partner" shall mean a Partner that has notified the General Partner in writing of its desire to have the opportunity to participate in co-investments pursuant to Section 7.10(b) hereof.

(d) Notwithstanding anything to the contrary, any co-investment made by a Partner pursuant to Section 7.10(b) hereof shall not reduce the Available Commitment of such Partner.

7.11 Executive Co-Investment Vehicle; Investment by Employees of CSG and its Affiliates.

(a) The Limited Partners acknowledge and agree that the General Partner may establish a separate class of limited partnership interests or a separate co-investment vehicle which may in the aggregate commit up to ten million dollars ($10,000,000) to co-invest with the Partnership on a side-by-side basis (the "Executive Co-Investment Vehicle"). The terms of the Executive Co-Investment Vehicle may include reduced advisory fees payable to the Investment Advisor and carried interest amounts and such other terms as may be determined in the discretion of the General Partner.

(b) The Limited Partners acknowledge and agree that the General Partner may establish one or more separate co-investment vehicles to permit certain employees of the CSG Entities to co-invest with the Partnership on a side-by-side unpromoted basis and such employees may pay reduced or no advisory fees to the Investment Advisor. In addition, the

Limited Partners acknowledge and agree that other employees of the CSG Entities may be permitted to co-invest with the Partnership, provided that decisions with respect to voting and disposition of such co-investments generally will be made by the CSG Entities.

(c) Co-investments made pursuant to this Section 7.11 shall be in securities which have substantially the same terms and shall be acquired at the same price as those acquired by the Partnership.

7.12 Transactions with Affiliates. Nothing in this Agreement shall preclude transactions between the Partnership and any Affiliate of General Partner acting in and for its own account, provided that the General Partner believes in good faith, at the time of requesting such services, that such services are in the best interests of the Partnership, and further provided that the rate of compensation to be paid for any such services shall be reasonable as compared to the amount paid for similar services in arm's length transactions between unrelated parties. The Limited Partners acknowledge and agree that the Investment Advisory Agreement is in the best interests of the Partnership and agree to the terms thereof.

7.13 Confidentiality.

(a) Unless the General Partner gives its prior written consent, each Limited Partner agrees to keep confidential and not to disclose to any Person (other than to directors, trustees, officers, partners, employees of, agents, legal counsel, independent auditors or consultants for, such Limited Partner responsible for matters relating to the Partnership (each an "Authorized Representative") or to regulators who assert jurisdiction over the investments of a Limited Partner, in connection with compliance with any law or regulation) all information and documents relating to the Partnership and its affairs, including, without limitation, any information (i) relating to Investments, or (ii) provided to such Limited Partner pursuant to Article 8 hereof; provided, however, that, in each case, such Limited Partner may make such disclosure (A) if such information being disclosed is otherwise generally available to the public, or (B) if such disclosure in the written opinion (reasonably satisfactory to the General Partner) of legal counsel (reasonably satisfactory to the General Partner) for such Limited Partner or Authorized Representative is required by applicable law or regulation. Prior to any disclosure to any Authorized Representative pursuant to this Section 7.13(a), each Limited Partner shall advise such Authorized Representative of the obligations set forth in this Section 7.13(a) and obtain the agreement of such Person to be bound by the terms of such obligations. Each Limited Partner shall be responsible for any breach of this Section 7.13 by any Authorized Representative of such Limited Partner.

(b) The General Partner may, to the maximum extent permitted by applicable law, keep confidential from any Limited Partner any information (including, without limitation, information otherwise required to be delivered to such Limited Partner pursuant to Article 8 hereof) with respect to any Investment the disclosure of which (i) the Partnership or the General Partner is required by law, agreement or otherwise to keep confidential, or (ii) the General Partner reasonably believes may have an adverse effect on the ability to consummate

any proposed Investment or any transaction directly or indirectly related to, or giving rise to, such Investment.

7.14 Advisory Committee.

(a) The General Partner shall annually select a number of representatives of Limited Partners to serve on an "Advisory Committee" of the Partnership, such number of representatives to be determined by the General Partner in its sole discretion; provided, however, that at least one member of the Advisory Committee shall be a representative of an ERISA Partner.

(b) The Advisory Committee shall meet with the General Partner semi-annually, and at such other times as may be determined by the General Partner, to:

(i) review, consult with, and advise the General Partner with respect to the Partnership's Investments[, including valuations thereof when different from implied public market valuation of an Investment];

(ii) consider issues relating to potential conflicts of interest with respect to the activities of the Partnership;

(iii) address any other circumstances requiring review or approval of the Advisory Committee as provided in this Agreement; and

(iv) review any other matter deemed appropriate by the General Partner or any member of the Advisory Committee;

provided, however, that any recommendations of the Advisory Committee with respect to matters as to which Advisory Committee "approval" is not expressly required under this Agreement shall be advisory only and the General Partner shall not be required or otherwise bound to act in accordance with any such recommendations or actions.

(c) The Advisory Committee shall generally act by written consent or by telephone conference call but may meet in person if a majority of the members of the Advisory Committee deem such meeting to be necessary.

(d) The Partnership shall reimburse each member of the Advisory Committee for reasonable out-of-pocket expenses incurred in connection with the performance of such member's duties as an Advisory Committee member.

ARTICLE 8

ACCOUNTS; TAX RETURNS; REPORTS TO PARTNERS

8.1 Books of Account; Access. The General Partner shall maintain complete and accurate books of account of the Partnership's affairs at the office of the General Partner, including a list of the names and addresses of all Partners and the aggregate Capital Contributions of, and distributions made by the Partnership to, each Partner. Each Partner shall have the right to inspect the Partnership's books and records at any reasonable time upon at least five (5) Business Days advance written request to the General Partner.

8.2 Independent Auditors. The books of account and records of the Partnership shall be examined by and reported upon as of the end of each Partnership Year by an internationally recognized firm of independent certified public accountants selected by the General Partner in its discretion.

8.3 Tax Matters.

(a) The General Partner shall cause to be prepared and timely filed all tax returns required to be filed by the Partnership. The General Partner shall determine the accounting methods and conventions to be used in the preparation of the Partnership's tax returns and shall make any and all elections under the tax laws of the United States and any other relevant jurisdictions as to the treatment of items of income, gain, loss, deduction and credit of the Partnership, or any other method or procedure related to the preparation of the Partnership's tax returns; provided, however, that neither the Partnership, nor the General Partner on behalf of the Partnership, shall make an election to exclude the Partnership from the provisions of subchapter K of the Code. The General Partner shall provide each Limited Partner with any copies of receipts received by the Partnership for foreign taxes paid by the Partnership to the extent required by any such Limited Partner to claim its allocable share of United States foreign tax credits. Each Limited Partner shall be responsible for preparing and filing all tax returns required to be filed by such Limited Partner. The Partnership will use the Dollar as its functional currency for U.S federal income tax purposes. The General Partner is authorized to represent the Partnership with respect to obtaining treaty benefits.

(b) If the status of the Partnership as a Guernsey limited partnership materially adversely affects the ability of the Partnership or the Partners to obtain tax treaty benefits with respect to foreign withholding taxes, then the General Partner may, in its sole discretion, take such reasonable action to reorganize the Partnership as a limited partnership in another jurisdiction with terms and provisions substantially identical to those contained in this Agreement, other than provisions which specifically relate to Guernsey law. No consent of any Limited Partner shall be required with respect to any such reorganization of the Partnership by the General Partner and any related actions or filings shall be performed by the General Partner pursuant to the power of attorney set forth in Article 11 hereof; provided, however, that, with respect to any such reorganization in another jurisdiction, the General

Partner, on behalf of the Partnership, shall have obtained an opinion of counsel, or tax advisors (in the case of clause (ii) below), to the effect that (i) the Limited Partners shall not be subject to any greater personal liability than that which they are subject to pursuant to the terms of this Agreement, (ii) such reorganization should not cause the income or assets of any Limited Partner, other than related to the Partnership or the Partnership's income, assets or activities, to be subject to taxation in such jurisdiction by virtue of the Partnership's activities and (iii) that the Agreement is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

8.4 Reports to Partners.

(a) Within ninety (90) days after the end of each Partnership Year, the General Partner shall cause to be prepared and mailed to each Partner an audited report for such year setting forth:

(i) a balance sheet or statement of assets and liabilities setting forth the net assets of the Partnership as at the beginning and the end of such Partnership Year;

(ii) an income statement or statement of operations for such Partnership Year; and

(iii) a sources and uses of funds statement or a statement of changes in net assets for such Partnership Year.

(b) Within sixty (60) days after the end of each calendar quarter, the General Partner shall cause to be prepared and mailed to each Partner (i) a report for the preceding calendar quarter setting forth a narrative description of the Partnership's Investments and (ii) unaudited financial statements.

(c) The General Partner shall provide such other information to each Partner as may be reasonably necessary for the Limited Partner's reporting requirements and preparation of tax returns. In addition, at the request of any Limited Partner, the General Partner will use reasonable efforts to cause the Partnership to obtain information to permit the Limited Partners, in their discretion, to make and maintain a "qualified electing fund" election where appropriate, and the General Partner will use reasonable efforts to include in relevant acquisition documents or contracts a requirement on the part of the respective Portfolio Companies to cooperate with the General Partner's request for any such information to permit Limited Partners, in their discretion, to make such "qualified electing fund" elections; provided, however, that, notwithstanding anything to the contrary, the Partners requesting and/or benefiting from such information, *pro rata*, based on their respective Commitment Percentage Interests, shall reimburse the Partnership or the General Partner for all costs and

expenses incurred in connection with obtaining such information, as reasonably determined by the General Partner; and, provided further, that, notwithstanding anything to the contrary, any such costs and expenses borne by such Partners shall not reduce their respective Available Commitments.

8.5 Tax Controversies. The General Partner is hereby designated the "Tax Matters Partner" (as defined in Section 6231 of the Code) and is authorized to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by tax authorities, including resulting administrative and judicial proceedings.

8.6 Write-Down to Value. Any Investment that has permanently declined in value as determined by the General Partner in good faith shall be written down to its value as of the date of such determination.

ARTICLE 9

TRANSFERS

9.1 General Partner.

(a) Except as provided in Section 9.1(b) hereof, the General Partner shall not transfer, assign, pledge or otherwise encumber (collectively, "Assign" or make an "Assignment") its interest as a general partner without the written consent of the Limited Partners.

(b) Notwithstanding Section 9.1(a) hereof, the General Partner may Assign its interest as a general partner to a CSG Entity without the consent of the Limited Partners; provided, however, that the General Partner shall not Assign its entire interest as a general partner to a CSG Entity without first providing that such CSG Entity shall be admitted to the Partnership as a successor general partner immediately prior to such Assignment and such successor general partner shall continue the business of the Partnership without dissolution. Notwithstanding Section 9.1(a) hereof, the General Partner may Assign a portion of its Commitment to any Affiliate Limited Partner without the consent of the Limited Partners; provided, however, that the General Partner at all times shall have a Commitment of at least $10,000,000. The General Partner shall provide written notice of any such assignment to the Limited Partners.

9.2 Transfer of Limited Partner's Interest.

(a) Subject to any restrictions on transferability by operation of law or contained elsewhere in this Agreement and any other requirement of law imposed on the Partnership or its Partners, no Limited Partner shall Assign any portion of its Available

Commitment or its interest in the Partnership without the prior written consent of the General Partner (which consent may be given or withheld in the General Partner's sole and absolute discretion); provided, however, that, if such Assignment is to an Affiliate of such Limited Partner, the General Partner's consent shall not be unreasonably withheld; and, provided further, that, notwithstanding anything to the contrary contained herein, an Assignment of any Limited Partner's Interest shall be null and void (i) if, following the proposed Assignment, the Partnership would have more than 100 partners within the meaning of Section 1.7704-1(h)(1)(ii) of the Treasury Regulations (taking into account Section 1.7704-1(h)(3) of the Treasury Regulations) and (ii) unless the assignee delivers to the Partnership the representations set forth in Exhibit B hereto. The trustee of an ERISA Partner that is a trust may Assign its interest in the Partnership to a successor trustee of such ERISA Partner without the consent of the General Partner.

(b) Each Limited Partner agrees, upon request of the General Partner, to execute such certificates or other documents and perform such acts as the General Partner deems appropriate to preserve the status of the Partnership as a limited partnership after the completion of any Assignment of an interest of such Limited Partner in the Partnership under the laws of the jurisdiction in which the Partnership is conducting its operations. For purposes of this Section 9.2, any Assignment of an interest of a Limited Partner in the Partnership, whether voluntary or by operation of law, shall be considered an Assignment.

(c) Each assigning Limited Partner agrees to pay, prior to the time the General Partner consents to an Assignment of its interest in the Partnership, all expenses, including attorneys' fees, incurred by the Partnership in connection with such Assignment.

9.3 Substituted Limited Partner. Any Person which is an assignee of any portion of any Limited Partner's interest in the Partnership pursuant to Section 9.2 hereof shall become a substituted limited partner of the Partnership when such Person shall have accepted and adopted the provisions of this Agreement in writing and executed, acknowledged and delivered to the General Partner a special power of attorney for the purposes set forth in Article 11 hereof and shall have paid all legal and other fees, administration charges and filing costs in connection with its substitution as a Limited Partner; provided, however, that, notwithstanding anything to the contrary, but subject to the following proviso, no Person shall be admitted as a substituted limited partner of the Partnership without the consent of the General Partner (which consent may be given or withheld in the General Partner's sole and absolute discretion); and, provided further, that, notwithstanding the foregoing, if such Person is an Affiliate of a Limited Partner, the General Partner's consent shall not be unreasonably withheld.

9.4 Assignee's Rights and Obligations. Any purported Assignment of an interest or rights attributable to the interest of any Partner in the Partnership which is not in compliance with this Agreement is hereby declared to be null and void and of no force and effect whatsoever. Subject to its obligations to the Partnership hereunder, a permitted assignee

of any interest or rights attributable to the interest of any Partner in the Partnership shall be entitled to receive distributions of cash or other property from the Partnership.

9.5 Distributions Subsequent to Assignment. An Assignment of a Limited Partner's interest in the Partnership as described in Section 9.2 hereof shall be effective as of the date determined by the General Partner.

9.6 Satisfactory Written Assignment Required. Anything herein to the contrary notwithstanding, both the Partnership and the General Partner shall be entitled to treat the assignor of an interest or rights attributable to the interest of any Partner in the Partnership as the absolute owner thereof in all respects, and shall incur no liability for distributions made in good faith to it, until such time as a written Assignment that conforms to the requirements of this Article 9 has been received by and recorded on the books of the Partnership.

9.7 Bankruptcy, Dissolution or Death of a Limited Partner. The Bankruptcy, dissolution by a court of competent jurisdiction or death of any Limited Partner shall not cause a dissolution of the Partnership, but the rights of such Limited Partner to receive distributions and to Assign its interest in the Partnership pursuant to Section 9.2 hereof shall, on the happening of such an event, devolve on its successor, administrator or other legal representative for the purpose of settling its estate or administering its property, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. Such successor or representative, however, shall become a substituted limited partner only as provided in Section 9.3 hereof with respect to an assignee of such Limited Partner's interest in the Partnership. The successor or estate of any Limited Partner shall be liable for all the obligations of the bankrupt or dissolved Limited Partner.

9.8 Exclusion of a Limited Partner.

(a) The General Partner may exclude a Limited Partner (an "Excluded Limited Partner") from the Partnership if the General Partner determines in good faith (i) that such Limited Partner violated any material provision of, or made any material misrepresentation in connection with, this Agreement or any Ancillary Limited Partner Agreement, (ii) such Limited Partner's participation in the Partnership would cause the Partnership, the General Partner or any of their Affiliates to fail to comply with applicable law or be materially adversely affected by such Limited Partner's participation in the Partnership, or (iii) with respect to the Investment Company Act of 1940, as described in Section 17.2 hereof, by notice in writing to such Excluded Limited Partner, such notice to be effective as of the end of any calendar month in which such notice is given. The interest in the Partnership of an Excluded Limited Partner shall terminate on the applicable effective date of exclusion, and, within a reasonable period following such effective date, the Partnership shall distribute to such Excluded Limited Partner the Fair Market Value of its interest in the Partnership, as reasonably determined by the General Partner. The foregoing distribution shall be made in cash or, to the extent the Partnership lacks sufficient available cash, by the issuance of a promissory note. Notwithstanding the foregoing, the General Partner, in its sole discretion,

may require the Excluded Limited Partner to transfer its interest in the Partnership to a third party selected by the General Partner for the Fair Market Value of such interest, as reasonably determined by the General Partner, and upon such other terms and conditions as the General Partner may specify. The General Partner also may exclude an ERISA Partner from the Partnership in accordance with Section 17.3 hereof.

(b) (i) If the General Partner determines that an Excluded Limited Partner violated any material provision of, or made a material misrepresentation in connection with, this Agreement or any Ancillary Limited Partner Agreement, such Excluded Limited Partner shall be liable to the Partnership, subject to the limitations under Section 3.4(a) hereof, for any damages, losses, liabilities, costs or expenses suffered or incurred by the Partnership with respect to such breach or material misrepresentation, which shall accrue interest commencing on the date of such occurrence of such damages, losses, liabilities, costs or expenses by the Partnership at the lesser of (A) the rate equal to LIBOR plus seven percent (7%) per annum or (B) the maximum rate permitted by applicable law (such damages, losses, liabilities, cost or expenses plus interest being the "Amount of Damages").

(ii) In addition to any other rights or remedies available at law, the General Partner, in its sole discretion, but in all cases subject to the limitations under Section 3.4(a) hereof, may (A) cause the Excluded Limited Partner to forfeit any distributions with respect to Investments made prior to its violation of any material provision of, or material misrepresentation in connection with, this Agreement or any Ancillary Limited Partner Agreement, (B) cause distributions that would otherwise be made to the Excluded Limited Partner pursuant to Section 9.8(a) hereof to be credited against the Amount of Damages, or (C) institute proceedings to recover the Amount of Damages.

ARTICLE 10

DISSOLUTION; LIQUIDATION

10.1 Events of Dissolution. The Partnership shall be dissolved and its business wound up upon the earliest to occur of any one of the following events:

(a) the tenth anniversary of the Initial Closing Date, subject to extension at the discretion of the General Partner for up to two additional one-year periods, to the extent necessary or advisable, in the General Partner's sole judgment, for the disposition of or realization upon all Investments then held by the Partnership, upon the General Partner giving notice to the Limited Partners on or before ninety (90) days prior to the tenth anniversary of the Initial Closing Date or, if applicable, the expiration of the initial one-year extension period, and provided that Limited Partners representing seventy-five percent (75%) of the Aggregate Limited Partners' Commitment (excluding the Commitment of any Affiliate Limited Partner) consent to such extension prior to the effective date of such extension;

(b) at any time upon the sale or other disposition of all of the Partnership's Investments after the termination of the Commitment Period;

(c) the withdrawal, resignation, dissolution, Bankruptcy of, or transfer of its entire interest in the Partnership by the last remaining General Partner (an "Event of Withdrawal");

(d) delivery of a written notice by the General Partner to the Limited Partners of its decision to dissolve the Partnership; or

(e) the entry of a decree of judicial dissolution under Guernsey law.

10.2 Final Accounting. Upon the dissolution of the Partnership as provided in Section 10.1 hereof, a proper accounting shall be made by the Partnership's independent public accountants as described in Section 8.2 hereof from the date of the last previous accounting to the date of dissolution.

10.3 Liquidation.

(a) Upon the dissolution of the Partnership as provided in Section 10.1 hereof, the General Partner, or, if there is no such general partner, a Person selected by CSG shall act as the liquidator (the "Liquidator") of the Partnership to wind up the Partnership. The Liquidator shall have full power and authority to sell, assign and encumber any or all of the Partnership's assets and to wind up and liquidate the affairs of the Partnership in an orderly and business-like manner.

(b) The Liquidator shall distribute all proceeds from liquidation in the following order of priority:

(i) first, to creditors of the Partnership in satisfaction of the liabilities of the Partnership (whether by payment or the making of reasonable provision for payment thereof); and

(ii) second, to the Partners in the same manner in which non-liquidating distributions are made pursuant to Article 6 hereof, provided that any distributions of securities or other property to the Partners will be made based upon the Fair Market Value of such property.

10.4 Cancellation of Registration. Upon the completion of the distribution of Partnership assets as provided in Section 10.3 hereof, the Partnership shall be terminated and the person acting as Liquidator shall take all actions as may be necessary or appropriate to terminate the Partnership.

10.5 Liability of Partnership and General Partner for Return of Capital Contributions and Distributions. Except as otherwise provided in this Agreement, subject to the General Partner's obligations pursuant to Articles 6 and 7 hereof, the Limited Partners, by their acceptance of this Agreement, agree that liability for the return of their Capital Contribution is limited to the Partnership and the Partnership's assets, and in the event of an insufficiency of assets to return the amount of their Capital Contribution, hereby waive any and all claims whatsoever, including any claim for additional contributions by the General Partner, which the Limited Partners might otherwise have against the General Partner (in the absence of fraud, gross negligence or willful misconduct), or with respect to its assets. Each Partner shall look solely to the assets of the Partnership for all distributions with respect to the Partnership and its Capital Contribution thereto, and shall have no recourse therefor (upon dissolution or otherwise) against the General Partner or the Limited Partners.

ARTICLE 11

POWER OF ATTORNEY

11.1 Appointment of General Partner. The Limited Partners, by the execution of this Agreement, do irrevocably constitute and appoint the General Partner, with full power of substitution, as their true and lawful attorney, in their name, place and stead, to execute, acknowledge, swear to, deliver, record and file, as appropriate (a) this Agreement and any amendments to this Agreement which will not have an adverse effect on any interests of any Limited Partner, (b) all certificates and other instruments deemed necessary or advisable by the General Partner to carry out the provisions of this Agreement or to qualify or continue the Partnership as a limited partnership or partnership wherein the Limited Partners have limited liability in the jurisdictions where the Partnership may be conducting its operations, (c) all instruments that the General Partner deems appropriate to reflect a change or modification of this Agreement or the Partnership in accordance with this Agreement, including, without limitation, the substitution of assignees as substituted limited partners pursuant to Section 9.3 hereof, (d) all certificates, instruments or other documents deemed necessary or advisable by the General Partner in connection with any alternative investment vehicle formed in accordance with Section 5.3 hereof, (e) all certificates, instruments or other documents deemed necessary or advisable by the General Partner in connection with the co-investment of any Limited Partner in accordance with Section 7.10 hereof (including, without limitation, the execution of any limited partnership agreement in substantially the form of Exhibit A hereto with respect thereto), (f) all documents deemed necessary or advisable by the General Partner in connection with any Executive Co-Investment Vehicle in accordance with Section 7.11 hereof, including, without limitation, any amendments to this Agreement in connection therewith, (g) all certificates, instruments or other documents deemed necessary or advisable by the General Partner with respect to the reorganization of the Partnership as a limited partnership in another jurisdiction in accordance with Section 8.3(b) hereof, (h) all conveyances and other instruments deemed necessary or advisable by the General Partner to effect the dissolution and termination of the Partnership, (i) all fictitious or assumed name certificates required or permitted to be

filed on behalf of the Partnership, and (j) all other instruments or papers which may be required or permitted by law to be filed on behalf of the Partnership.

11.2 Duration of Power. The power of attorney granted pursuant to Section 11.1 hereof (a) is coupled with an interest and shall be irrevocable and survive the Bankruptcy or dissolution of the grantor (provided that such power of attorney with respect to the General Partner shall terminate upon the resignation, withdrawal or removal of the General Partner); (b) may be exercised by the General Partner either by signing separately as attorney-in-fact for the Limited Partners or, after listing the Limited Partners executing an instrument, by signature of the General Partner acting as attorneys-in-fact for all of them; and (c) shall survive the delivery of an assignment by any Limited Partner of the whole or any fraction of its interest in the Partnership, except that, where the assignee of the whole of any Limited Partner's interest in the Partnership has been approved by the General Partner for admission to the Partnership as a substituted limited partner, the power of attorney of the assignor shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge, swear to, deliver, record and file any instrument necessary or appropriate to effect such substitution. In the event of any conflict between this Agreement and any document, instrument, conveyance or certificate executed or filed by the General Partner pursuant to such power of attorney, this Agreement shall control.

11.3 Further Assurances. Each Limited Partner shall execute and deliver to the General Partner, within ten (10) days after the receipt of the General Partner's request therefor, such further designations, powers of attorney and other instruments as the General Partner deems necessary or appropriate to carry out the provisions of this Agreement.

ARTICLE 12

AMENDMENTS TO AGREEMENT

12.1 Amendments. This Agreement may not be amended without the written consent of the General Partner and Limited Partners representing at least a majority of the Aggregate Limited Partners' Commitment (excluding the Commitment of any Affiliate Limited Partner and any Defaulting Limited Partner); provided, however, that amendments that will not have a material adverse effect on the interests of any Limited Partner may be made by the General Partner unilaterally; and, provided further, that the General Partner may amend this Agreement without the consent of any Limited Partner with respect to the creation of a separate class of limited partnership interests in connection with the Executive Co-Investment Vehicle. In addition, any amendment to Section 4.2 hereof with respect to Advisory Fees shall require the consent of the Investment Advisor. Notwithstanding anything to the contrary contained in this Article 12, any amendments to the proviso to Section 7.14(a), the second proviso to Section 9.2(a) or Section 17.3 which could have an adverse effect on any ERISA Partner shall require the consent of ERISA Partners representing at least a majority of the Aggregate Limited Partners' Commitments held by ERISA Partners. Notwithstanding anything

to the contrary contained in this Article 12 and except where approval of the Partners is specifically provided for elsewhere in this Agreement, without the approval or written consent of each of the Partners affected thereby, no amendment shall (i) cause the Partnership to become a general partnership, (ii) alter in a materially adverse manner the liability of any Partner, (iii) change the term of the Partnership or the Partnership Year, (iv) alter in a materially adverse manner any Partner's right to receive distributions or (v) alter in a materially adverse manner the provisions of this Article 12. The General Partner shall give written notice to all Partners promptly after any amendment has become effective, other than amendments solely for the purpose of the admission of substitute limited partners to the Partnership.

ARTICLE 13

MEETINGS OF THE PARTNERS

13.1 Annual Meetings. The General Partner shall hold a general informational meeting for the Limited Partners each year at such time and on such date, commencing in 1998, as it deems appropriate outside of the United States and the United Kingdom. The General Partner shall provide all Limited Partners with at least thirty (30) days notice of each annual meeting. To the extent reasonably practicable, Limited Partners may participate in each annual meeting by telephone.

13.2 Proxy. A Limited Partner may authorize any person or persons to act for it by proxy in all matters in which a Limited Partner is entitled to participate. Every proxy must be signed by such Limited Partner or its attorney-in-fact (other than the General Partner). No proxy shall be valid after the expiration of six (6) months from the date thereof. Every proxy shall be revocable by the Limited Partner executing it.

13.3 Written Consents. Whenever Limited Partners are required or permitted to take any action by vote or at a meeting, such action may be taken without a meeting and without a vote if a written consent setting forth the action so taken is signed by the Limited Partners owning not less than the minimum number of interests in the Partnership that would be necessary to authorize or take such action by vote or at a meeting. Prior notice of any action to be so taken by written consent shall be given by the General Partner to all Partners in the manner prescribed in Article 14 hereof.

ARTICLE 14

NOTICES

14.1 Method for Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration, agreement or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and either shall be delivered in person with receipt acknowledged or by registered or certified mail, postage prepaid, or telecopied with receipt acknowledged (provided that, if any Limited Partner provides the General Partner with a telecopy number for notices, any notice delivered in person or by registered or certified mail to such Limited Partner shall also be telecopied to such Limited Partner), and addressed as follows:

(a) If to the Partnership at:

CREDIT SUISSE FIRST BOSTON INTERNATIONAL
EQUITY PARTNERS, L.P.
Helvetia Court, South Esplanade
St. Peter Port, Guernsey
Channel Islands GY1 4EE
Attention: Mr. David R. Mitchison

(b) If to the General Partner at:

CREDIT SUISSE FIRST BOSTON INTERNATIONAL PRIVATE
EQUITY PARTNERS, L.P.
Helvetia Court, South Esplanade
St. Peter Port, Guernsey
Channel Islands GY1 4EE
Attention: Mr. David R. Mitchison

(c) If to the Limited Partners at the addresses specified in the Partnership's books,

or at such other address as may be substituted by notice given as herein provided, and with, in the case of (a) or (b) above, a copy to:

Credit Suisse First Boston Corporation
Eleven Madison Avenue
New York, New York 10010
Attention: Richard M. Levine, Esq.
Telecopy No: (212) 325-7887; and

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Michael Nissan, Esq.
Telecopy No: (212) 310-8007

The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which personally delivered or telecopied (each with receipt acknowledged) or five (5) Business Days after the same shall have been sent by registered or certified mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

14.2 Routine Communications. Notwithstanding the provisions of Section 14.1 hereof, routine communications such as financial statements of the Partnership may be sent by first-class mail, postage prepaid.

14.3 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday in Guernsey, Switzerland, England or the United States, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday in Guernsey, Switzerland, England or the United States.

ARTICLE 15

TAX INDEMNIFICATION

15.1 Tax Indemnification. If the Partnership or any Affiliate is required by law to make any payment on behalf of a Partner (including, without limitation, withholding taxes), then such Partner shall indemnify and hold harmless the Partnership, each such Affiliate, and each of their respective officers, directors, employees, shareholders, partners, members and agents (each of which shall be a third party beneficiary of this Agreement solely for purposes of this Section 15.1) for the entire amount of such payment (including interest and penalties thereon and expenses related thereto). Distributions to which a Partner is otherwise entitled pursuant to Article 6 hereof may be offset against such Partner's obligation to indemnify the Partnership pursuant to this Section 15.1 in accordance with Section 6.5 hereof. If a Partner is not entitled to a distribution hereunder, the Partner shall be deemed to have received a demand loan from the Partnership in the amount such Partner is obligated to indemnify the Partnership or any Affiliate under this Section 15.1 which shall bear interest, commencing with the date

such obligation arises, at the rate of the lesser of (i) the rate equal to LIBOR plus seven percent (7%) per annum and (ii) the maximum amount permitted by law; provided that such Partner be given prompt notice by the General Partner in accordance with Article 14 hereof of the existence of such demand loan.

ARTICLE 16

REPRESENTATIONS

16.1 Investment Purpose. Each Limited Partner represents and warrants to the General Partner that it has acquired its interest in the Partnership for its own account, for investment only and not with a view to the distribution thereof. Each Limited Partner recognizes that an investment in the Partnership is speculative and involves certain risks. Each Limited Partner further represents and warrants that the General Partner has not made any guaranty or representation upon which such Limited Partner has relied concerning the possibility or probability of profit or loss or the realization of any tax benefits as a result of the acquisition of its interest in the Partnership.

16.2 Investment Knowledge. Each Limited Partner represents and warrants to the General Partner that its knowledge and experience in financial and business matters are such that it is capable of evaluating, and has evaluated, the risks of making Capital Contributions hereby contemplated and the risks of the purchase of the Investments by the Partnership.

ARTICLE 17

CERTAIN U.S. TAX AND OTHER REGULATORY MATTERS

17.1 U.S. Tax Matters.

(a) Definitions. The following defined terms used in this Section 17.1 shall have the respective meanings specified below.

"*Adjusted Capital Account Deficit*" shall mean, with respect to any Partner for any Partnership Year, the deficit balance, if any, in such Partner's Capital Account as of the end of such Partnership Year after giving effect to the following adjustments: (a) crediting to such Capital Account any amounts that such Partner is obligated to restore as described in the penultimate sentences of Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), and (b) debiting from such Capital Account the items described in Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

"*Book Basis*" shall mean, with respect to any asset, such asset's adjusted basis for U.S. federal income tax purposes reduced by the amount of the write-down, if any, of such asset pursuant to Section 8.6 hereof.

"*Capital Account*" shall mean the account established for each Partner on the books of the Partnership which shall be (a) increased by (i) the total amount of money contributed to the Partnership by such Partner and (ii) the amount of Partnership income and gain allocated to such Partner pursuant to this Agreement, and (b) decreased by (i) the amount of distributions made to such Partner pursuant to Articles 6 and 10 hereof and (ii) the amount of Partnership losses and deductions allocated to such Partner pursuant to this Agreement (other than pursuant to Section 17.1(c) hereof). Each Partner's Capital Account shall be maintained and adjusted in accordance with Treasury Regulation Sections 1.704-1(b) and 1.704-2. Notwithstanding the foregoing, the Capital Accounts of the Partners shall not be adjusted pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(f) to reflect the fair market value of the Partnership's assets, and, accordingly, the Book Basis of such assets shall not be adjusted to equal their fair market value, except to the extent of any write-downs pursuant to Section 8.6 hereof.

"*Net Loss*" and "*Net Profit*" shall mean, for each Partnership Year or portion thereof, an amount equal to the Partnership's taxable income or loss for such Partnership Year or portion thereof, determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss) with the following adjustments:

(A) any income of the Partnership that is exempt from U.S. federal income tax and not otherwise taken into account as an item of profit or income pursuant to this definition shall be added to such taxable income or loss;

(B) any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account as an item of loss or expense pursuant to this definition, shall be subtracted from such taxable income or loss;

(C) gain or loss resulting from any disposition of Partnership assets with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Book Basis of the property disposed of, notwithstanding that the adjusted tax basis of such property may differ from its Book Basis;

(D) any decrease to Capital Accounts as a result of any adjustment to the Book Basis of Partnership assets to the extent of any write-downs pursuant to Section 8.6 hereof;

(E) in lieu of the depreciation, amortization, and other cost recovery deductions taken into account in computing such taxable income or loss, there shall be taken into account depreciation for such Partnership Year or portion thereof, computed in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g), if applicable; and

(F) any items specially allocated pursuant to Sections 17.1(b)(ii), 17.1(b)(iii) and 17.1(d) hereof shall not be considered in determining Net Profit and Net Loss.

"*Partially Adjusted Capital Account*" shall mean, with respect to any Partner for any Partnership Year, the Capital Account of such Partner at the beginning of such Partnership Year, adjusted as set forth in the definition of Capital Account for all Capital Contributions and distributions during such Partnership Year and all special allocations pursuant to Section 17.1(d) hereof with respect to such Partnership Year but before giving effect to any allocations pursuant to Section 17.1(b) hereof.

"*Partner Minimum Gain*" shall mean a Partner's share of Partnership Minimum Gain as set forth in Treasury Regulation Sections 1.704-2(g) and (i).

"*Partner Nonrecourse Debt*" shall have the meaning set forth in Treasury Regulation Section 1.704-2(b)(4).

"*Partner Nonrecourse Deductions*" shall have the meaning set forth in Treasury Regulation Section 1.704-2(i).

"*Partnership Minimum Gain*" shall have the meaning set forth in Treasury Regulation Section 1.704-2(d).

"*Target Capital Account*" shall mean, with respect to any Partner for any Partnership Year, an amount (which may be either a positive or negative balance) equal to (a) the hypothetical distribution such Partner would receive if all Partnership assets, including cash, were sold for cash equal to their Book Basis (taking into account any adjustments to Book Basis for such Partnership Year), all Partnership liabilities were satisfied in cash according to their terms (limited, with respect to each nonrecourse liability of the Partnership, to the Book Basis of the assets securing such liability), and the net proceeds of the Partnership (after satisfaction of said liabilities) were distributed in full pursuant to Articles 6 and 10 hereof, all as of the last day of such Partnership Year, minus (b) the sum of (x) such Partner's share of Partnership Minimum Gain and Partner Minimum Gain, as determined pursuant to Treasury Regulation Sections 1.704-

2(g) and 1.704-2(i) immediately prior to such sale and (y) the amount, if any, which such Partner is obligated to contribute to the capital of the Partnership as of the last day of such Partnership Year.

(b) Allocations of Net Profit and Net Loss.

(i) The Partnership shall establish for each Partner on the books of the Partnership a Capital Account. For each Partnership Year or portion thereof, Net Profit and Net Loss shall be allocated among the Partners (after giving effect to the allocations contained in Sections 17.1(b)(ii), 17.1(b)(iii) and 17.1(d) hereof) so as to reduce proportionately the differences between their respective Partially Adjusted Capital Accounts (after giving effect to the allocations contained in Sections 17.1(b)(ii) and (iii) hereof) and Target Capital Accounts for such year.

(ii) If the Partnership has Net Profit for any Partnership Year or has neither Net Profit nor Net Loss for any Partnership Year (in each case determined prior to giving effect to this Section 17.1(b)(ii)), each Partner whose Partially Adjusted Capital Account is greater than its Target Capital Account shall be specially allocated items of Partnership expenses or loss for such Partnership Year equal to the difference between its Target Capital Account and its Partially Adjusted Capital Account. In the event the Partnership has insufficient items of expense or loss for such Partnership Year to satisfy the previous sentence with respect to all such Partners, the available items of expense or loss shall be divided among such Partners in proportion to such differences.

(iii) If the Partnership has Net Loss for any Partnership Year (determined prior to giving effect to this Section 17.1(b)(iii)), each Partner whose Target Capital Account is greater than its Partially Adjusted Capital Account for such Partnership Year shall be specially allocated items of Partnership income or gain for such Partnership Year equal to the difference between its Target Capital Account and its Partially Adjusted Capital Account. In the event the Partnership has insufficient items of income or gain for such Partnership Year to satisfy the previous sentence with respect to all such Partners, the available items of income or gain shall be divided among such Partners in proportion to such differences.

(iv) It is the intention of the Partners that Capital Accounts are to be maintained in such a manner so that if distributions pursuant to Section 10.3(b)(ii) hereof were to be made in accordance with Capital Account balances, each Partner would receive the amount which it would receive pursuant to a liquidating distribution made in accordance with Section 10.3 hereof.

(c) Tax Allocations; Certain Book/Tax Differences. Tax allocations shall be made for U.S. federal income tax purposes in a manner consistent with the allocations set forth in this Section 17.1. In accordance with Section 704(c) of the Code and the applicable Treasury Regulations thereunder, income, gain, loss, deduction and tax depreciation with respect to any property contributed to the capital of the Partnership, or with respect to any

property which has a Book Basis different than its adjusted tax basis, shall, solely for income tax purposes, be allocated among the Partners so as to take into account any variation between the adjusted tax basis of such property to the Partnership and the Book Basis of such property. In addition, the General Partner, in its sole discretion, may make, or not make, "curative" or "remedial" allocations (within the meaning of the Treasury Regulations under Section 704(c) of the Code), including (i) "curative" allocations which offset the effect of the "ceiling rule" for a prior taxable year (within the meaning of Treasury Regulation Section 1.704-3(c)(3)(ii)) and (ii) "curative" allocations from disposition of contributed property (within the meaning of Treasury Regulation Section 1.704-3(c)(3)(iii)(B)). The foregoing allocations made pursuant to this Section 17.1(c) shall be as determined by the General Partner in accordance with any permissible method under Section 704(c) of the Code and any applicable Treasury Regulations thereunder.

(d) Special Allocations. The following special allocations shall be made in the following order of priority:

(i) Minimum Gain Chargeback. Notwithstanding any other provision of this Section 17.1, if there is a net decrease in Partnership Minimum Gain or Partner Minimum Gain during any Partnership Year or portion thereof, prior to any other allocation pursuant hereto, items of Partnership income and gain for such Partnership Year (and, if necessary, subsequent Partnership Years) shall be specially allocated among the Partners in accordance with Treasury Regulation Sections 1.704-2(f) and (i). The items to be so allocated shall be determined in accordance with Treasury Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2)(i) and (iii).

(ii) Qualified Income Offset. If any Partner unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be specially allocated to such Partner in accordance with the requirements of Treasury Regulation Section 1.704-1(b)(ii)(d). This Section 17.1(d)(ii) is intended to comply with the "qualified income offset" provision of such Treasury Regulation Section and shall be interpreted consistent therewith.

(iii) Special Income Allocation. In the event any Partner has a deficit Capital Account balance at the end of any Partnership Year or portion thereof that is in excess of its Adjusted Capital Account Deficit, each such Partner shall be specially allocated items of Partnership income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 17.1(d)(iii) shall be made only if and to the extent that such Partner would have an Adjusted Capital Account Deficit after all other allocations provided for in this Agreement have been tentatively made as if this Section 17.1(d)(iii) were not in this Agreement.

(iv) Nonrecourse Deductions. Nonrecourse Deductions for any Partnership Year or portion thereof shall be allocated (as nearly as possible) under Treasury Regulation Section 1.704-2 among the Partners in accordance with their relative Commitment Percentage Interests.

(v) Partner Nonrecourse Deductions. Any Partner Nonrecourse Deductions for any Partnership Year or other period shall be allocated to the Partner that potentially bears an economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with the principles set forth in Treasury Regulation Section 1.704-2(i).

(e) Allocations to Determine Tax Distributions. For the purpose of determining the amount of any Tax Distributions to be made available to the General Partner, allocations shall be made provisionally under the principles contained in this Section 17.1.

(f) Publicly Traded Partnership. Notwithstanding any provisions to the contrary, the Partnership shall not participate in any manner in the establishment of, for any interest in the Partnership (including through the repurchase or redemption of any interest in the Partnership), or the inclusion of any interest in the Partnership on, an established securities market or a secondary market or the substantial equivalent thereof (within the meaning of Treasury Regulations under Section 7704 of the Code).

(g) Allocations With Respect to Assignments. All profits and losses of the Partnership attributable to any portion of the Limited Partner's interest in the Partnership with respect to an Assignment shall be allocated between the assignor and the assignee in accordance with Section 706 of the Code and the Treasury Regulations promulgated thereunder. Distributions made after the effective date of the Assignment shall be made to the assignee.

(h) Classification as a Partnership. The General Partner shall not make an election to treat the Partnership as an association pursuant to Regulations § 301.7701-3 (and thus a corporation under Regulations § 301.7701-2(b)(2)).

17.2 Investment Company Act. The General Partner agrees to use its reasonable efforts to establish and maintain the Partnership in such a manner that during the entire term of the Partnership the Partnership will not be required to register as an "investment company" pursuant to the Investment Company Act of 1940, as amended. If the General Partner determines that the number of beneficial owners of the Partnership's outstanding securities exceeds the maximum number permitted to qualify for an exemption from the definition of "investment company" (within the meaning of the Investment Company Act) (i) as a result of a misrepresentation by a Limited Partner or breach by a Limited Partner of this Agreement or any Ancillary Limited Partner Agreement, the General Partner is hereby authorized, without the approval of any Limited Partner, to cause the sale in whole or in part of such Limited Partner's interest in the Partnership or otherwise exclude such Limited Partner from the Partnership pursuant to Section 9.8 hereof, and (ii) for any other reason, the General Partner may deliver a written notice to the Limited Partners to dissolve the Partnership in accordance with Section 10.1(d) hereof.

17.3 ERISA.

(a) If twenty-five percent (25%) or more of the Aggregate Limited Partners' Commitment (excluding the Commitment of any Affiliate Limited Partner) is from ERISA Partners, the General Partner will use reasonable efforts to qualify and maintain the qualification of the Partnership for the "venture capital operating company" or other exception set forth in the U.S. Department of Labor plan assets regulations, 29 C.F.R. § 2510.3-101, or any applicable successor thereto (the "Plan Asset Regulations").

(b) At any time when the General Partner shall have determined that there is a material likelihood that the assets of the Partnership may be deemed to be "plan assets" under the Plan Asset Regulations, as to any specified Person, each ERISA Partner shall provide to the General Partner, as soon as possible upon demand by the General Partner (which demand shall include disclosure of the Person involved), a certificate (based on the knowledge of the appropriate fiduciary of such ERISA Limited Partner) stating whether such Person is a "party-in-interest" or "disqualified person" (as defined in Section 3(14) of ERISA and Section 4975(e)(2) of the Code, respectively) with respect to such ERISA Partner.

(c) If the General Partner determines that, or an ERISA Partner notifies the General Partner in writing that, based on the opinion of recognized ERISA counsel, there is a material likelihood that the assets of the Partnership would be characterized as or would be deemed to be "plan assets" under the Plan Asset Regulations, then the General Partner shall deliver a notice to such effect to any ERISA Partner or Partners. Following delivery of such notice, the General Partner after consultation with the ERISA Partners shall identify and implement a course of action that would result in the Partnership's assets not being characterized as or deemed to be "plan assets." Such course of action, in the discretion of the General Partner, may include, without limitation, (i) first, the exclusion of any ERISA Partner from the Partnership, pursuant to Section 9.8 hereof, if such ERISA Partner has violated any provision of, or made any misrepresentation in connection with, this Agreement or any Ancillary Limited Partner Agreement, and (ii) thereafter, the exclusion of any other ERISA Partner on reasonable terms if such exclusion could result in the Partnership's assets not being characterized as or deemed to be "plan assets."

ARTICLE 18

GENERAL PROVISIONS

18.1 Consent of Limited Partners. Unless otherwise provided in this Agreement, to the extent any consent, approval or ratification is required or any action may be taken by the Limited Partners hereunder, such consent, approval or ratification shall be obtained upon, or such action may be taken by, the consent, approval or ratification of Limited Partners (excluding Affiliate Limited Partners and Defaulting Limited Partners) representing at least a majority of the Aggregate Limited Partners' Commitment (excluding the Commitment of any Affiliate Limited Partner or Defaulting Limited Partner).

18.2 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof, and supersedes any prior agreement or understanding among the parties hereto with respect to the subject matter hereof.

18.3 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of Guernsey, without giving effect to the provisions, policies or principles thereof relating to choice or conflict of laws.

18.4 Binding Effect. Except as provided otherwise herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

18.5 Counterparts. This Agreement may be executed either directly or by an attorney-in-fact, in any number of counterparts of the signature pages, each of which shall be considered an original.

18.6 Severability. In the event that any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby as long as the remaining provisions do not fundamentally alter the relations among the parties.

18.7 Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

18.8 Gender and Number. Whenever required by the context hereof, the singular shall include the plural and the plural shall include the singular. The neuter gender shall include the feminine and masculine genders.

18.9 Waiver of Partition. Each Partner hereby irrevocably waives, during the term of the Partnership, any right that it may have to maintain any action for partition with respect to any Partnership property.

18.10 Discretion of General Partner. Whenever in this Agreement the General Partner is permitted or required to make a decision in its "sole discretion," "absolute discretion" or "discretion," or under a grant of similar authority or latitude, the General Partner shall be entitled to consider only such interests and factors as it desires and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Partnership, the Partners or any other Person.

18.11 Parties in Interest. Except as specifically set forth in Sections 4.2, 7.8, 7.9, 12.1 and 15.1, this Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied is intended to or shall confer upon any other Person (other than the Investment Advisor) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, either directly or by an attorney-in-fact, to be effective as of the day and year first above written.

GENERAL PARTNER:
CREDIT SUISSE FIRST BOSTON INTERNATIONAL
PRIVATE EQUITY PARTNERS, L.P.

By: CSFB IGP, its general partner

By: _____
Name:
Title:

By: _____
Name:
Title:

ADMINISTRATIVE GENERAL PARTNER:
CSG FUND ADMINISTRATION (INTERNATIONAL) LIMITED,
to reflect its withdrawal from the Partnership

By: _____
Name:
Title:

FORM OF CO-INVESTMENT PARTNERSHIP

ASSIGNEE TAX REPRESENTATIONS

1. The assignee is, and will at all times continue to be, the sole beneficial owner of the interest in the Partnership to be registered in its name (the "Limited Partnership Interest");

2. such assignee either (i) is not a grantor trust, partnership or S corporation for U.S. federal income tax purposes or (ii) was not formed with, and will not be used for, a principal purpose of permitting the Partnership to satisfy the 100 partner limitation contained in Treasury Regulation Section 1.7704-1(h)(1)(ii);

3. such assignee did not purchase, and will not sell, its Limited Partnership Interest through (a) a national, non-U.S., regional, local or other securities exchange, (b) PORTAL or (c) over-the-counter market (including an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers by electronic means or otherwise);

4. such assignee did not purchase, and will not sell, its Limited Partnership Interest from, to or through (a) a person, such as a broker or dealer, that makes a market in, or regularly quotes prices for, the Limited Partnership Interest or (b) a person that regularly makes available to the public (including customers or subscribers) bid or offer quotes with respect to the Limited Partnership Interest and stands ready to effect, buy or sell transactions at the quoted prices for itself or on behalf of others; and

5. such assignee will only sell its Limited Partnership Interest to a buyer who provides representations similar to these.

* * *

These representations may from time to time be revised by the General Partner on the advice of counsel.