CARLYLE PARTNERS V, L.P.
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT
DATED AS OF MAY 30, 2007

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

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# AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

### CARLYLE PARTNERS V, L.P.

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this "Agreement") of Carlyle Partners V, L.P., a Delaware limited partnership (the "Partnership"), is made as of this 30<sup>th</sup> day of May, 2007, by and among TC Group V, L.P., a Delaware limited partnership, as general partner, CP V Investment Holdings, L.P., a Cayman Islands exempted limited partnership (the "Investment Limited Partner"), and the other limited partners of the Partnership.

## WITNESSETH:

WHEREAS, the General Partner and the Investment Limited Partner have entered into a limited partnership agreement dated as of February 26, 2007 (the "Limited Partnership Agreement") and, upon filing of the Certificate of Limited Partnership, formed a limited partnership under the laws of the State of Delaware under the name Carlyle Partners V, L.P.; and

WHEREAS, the parties hereto desire to enter into this Agreement to permit the admission of additional limited partners of the Partnership and to further make the modifications hereinafter set forth:

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

#### ARTICLE I

#### **Definitions**

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

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

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



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

Affiliate: With respect to any Person, any Person directly or indirectly Controlling, Controlled by or under common Control with such Person.
Agreement: This Amended and Restated Limited Partnership Agreement, as the same may be amended, modified or supplemented from time to time.



Assignee: As defined in Section 8.2(a).



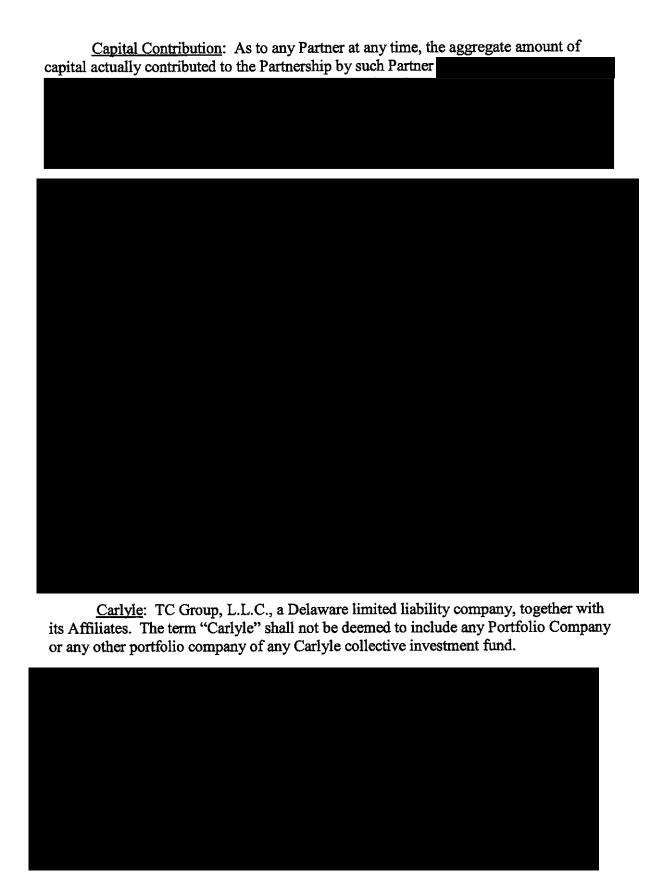


Business Day: A day which is not a Saturday, Sunday or other day on which banks are authorized or required by law to be closed in Washington, D.C.



Capital Account: As defined in Section 10.1(a).

<u>Capital Commitment</u>: As to any Partner, the amount set forth as such in its accepted Subscription Agreement,





<u>Certificate of Limited Partnership</u>: The Certificate of Limited Partnership of the Partnership, dated as of February 26, 2007 which was executed by the General Partner and filed in the office of the Secretary of State of the State of Delaware on February 26, 2007 and all subsequent amendments thereto and restatements thereof.





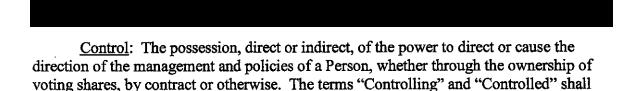
<u>Closing</u>: The initial closing of Capital Commitments to the Partnership occurring on the Closing Date.

Closing Date: May 30, 2007.

<u>Code</u>: The United States Internal Revenue Code of 1986, as the same may be amended from time to time.

<u>Combined Limited Partner</u>: Any Limited Partner in the Partnership or limited partner (or similar member) in a Parallel Vehicle.

<u>Combined Partner</u>: Any Partner in the Partnership or partner (or similar member) in a Parallel Vehicle.



be interpreted accordingly.



<u>Current Proceeds</u>: Proceeds from an Investment other than Disposition Proceeds and Reduction in Capital Proceeds.

<u>Defaulting Limited Partner</u>: As defined in Section 8.3(b).



<u>Direct Payments</u>: As defined in Section 3.1(b).

<u>Directors' Fees</u>: Cash and non-cash directors' fees, including warrants, options, derivatives and other rights in respect of securities owned by the Partnership.

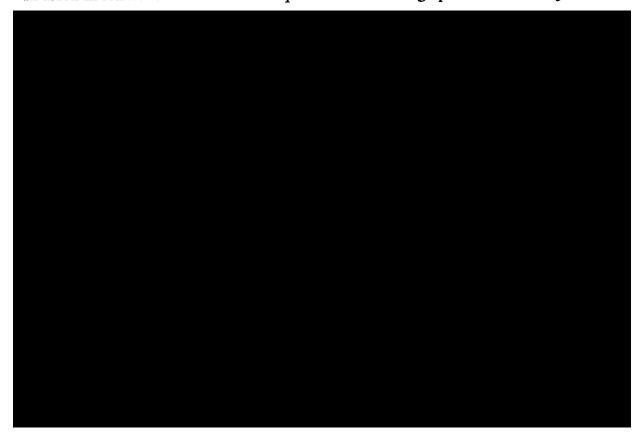


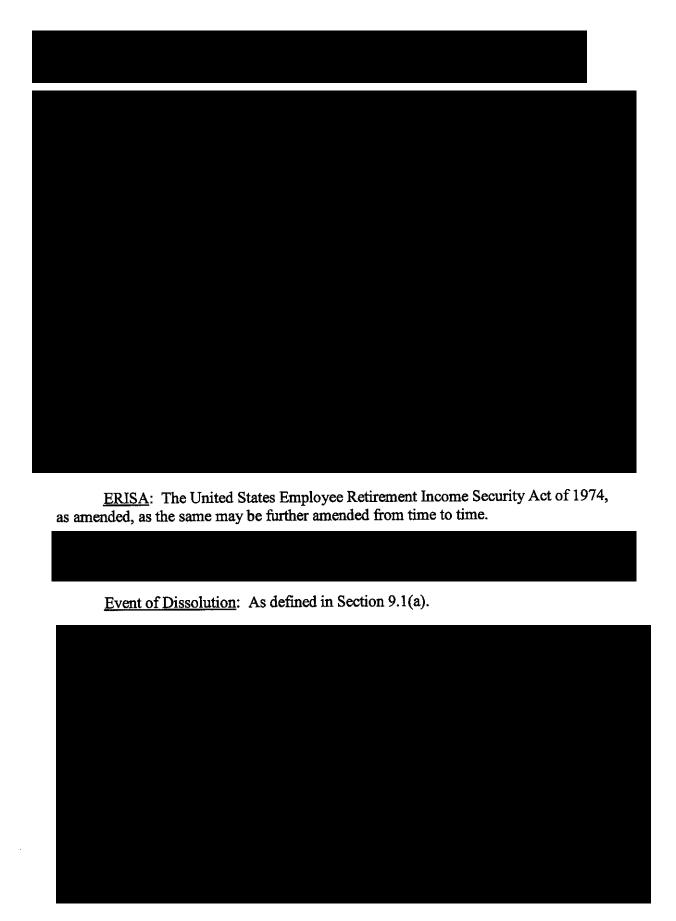
Disclosure Law: As defined in Section 11.4(d).

<u>Disposition</u>: The sale, exchange, redemption, repayment, repurchase or other disposition by the Partnership of all or any portion of an Investment for cash or for Marketable Securities which are to be distributed to the Partners pursuant to Section 3.4(b) and shall include the receipt by the Partnership of a liquidating dividend in cash or in Marketable Securities on such Investment or any portion thereof which are to be distributed to the Partners pursuant to Section 3.4(b) and shall also include the distribution in kind to the Partners of all or any portion of such Investment as permitted hereby.

<u>Disposition Proceeds</u>: All amounts received by the Partnership upon the Disposition of an Investment.

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



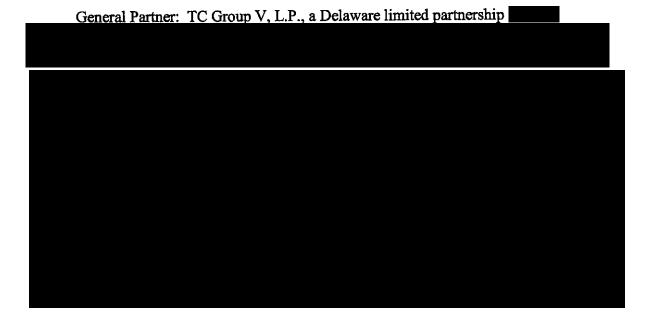


Fair Market Value: The fair market value of the Investments, determined as provided in Section 4.7. F.C.C.: The United States Federal Communications Commission. F.C.C. Rules: As defined in Section 2.9(b)(i). Fiscal Quarter: The calendar quarter FOIA: As defined in Section 11.4(d).



Fund Level Information: Fund level, aggregate performance information (i.e., aggregate cash flows, overall "IRRs", a Limited Partner's own Capital Commitment and Unpaid Capital Commitment, cumulative amounts of a Limited Partner's Capital Contributions to the Partnership and distributions received from the Partnership in each Fiscal Quarter, the aggregate value of Partnership assets attributable to a Limited Partner's investment, the dollar amount of the total Management Fees and costs paid on an annual fiscal year end basis by a Limited Partner to the Partnership and the dollar amount of cash profit received by a Limited Partner from the Partnership on a fiscal year end basis), the name and address of the Partnership, the year of formation of the Partnership, the aggregate Capital Commitments to the Partnership and the overall investment strategy of the Partnership. For the avoidance of doubt, Fund Level Information shall in no event include information relating to specific Portfolio Companies.

GAAP: Generally accepted accounting principles in the United States.





Indemnified Party: As defined in Section 4.3(a).

<u>Initial Investment Date</u>: As defined in Section 3.1(f).

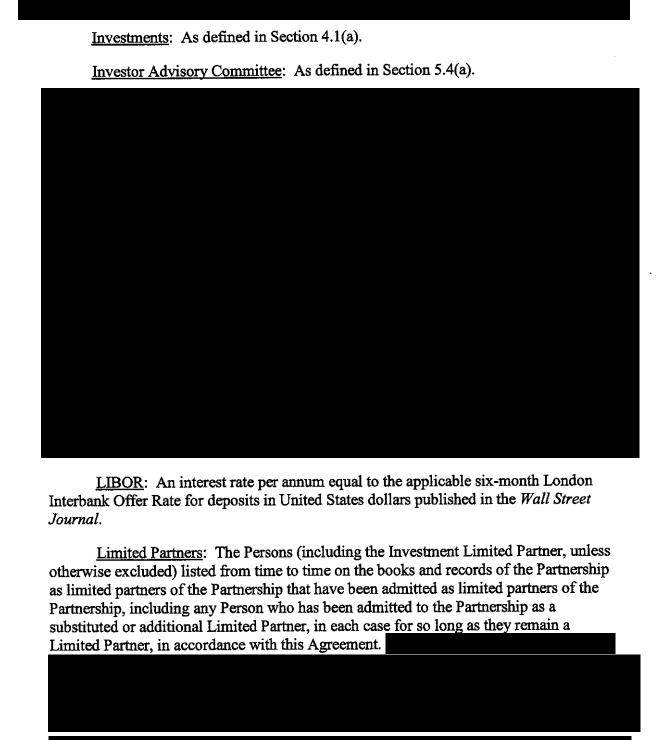
Initial Payment Date: As defined in Section 3.1(c)(iv).

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

<u>Investment Advisor</u>: Carlyle Investment Management L.L.C., a Delaware limited liability company that is an Affiliate of the General Partner.

<u>Investment Limited Partner</u>: CP V Investment Holdings, L.P., a Cayman Islands exempted limited partnership

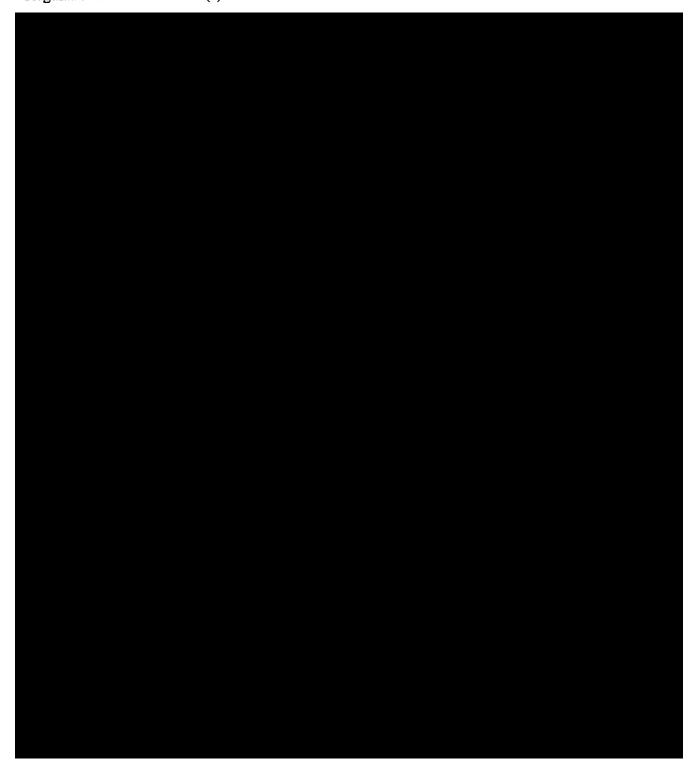
<u>Investment Proceeds</u>: Current Proceeds, Disposition Proceeds and Reduction in Capital Proceeds.

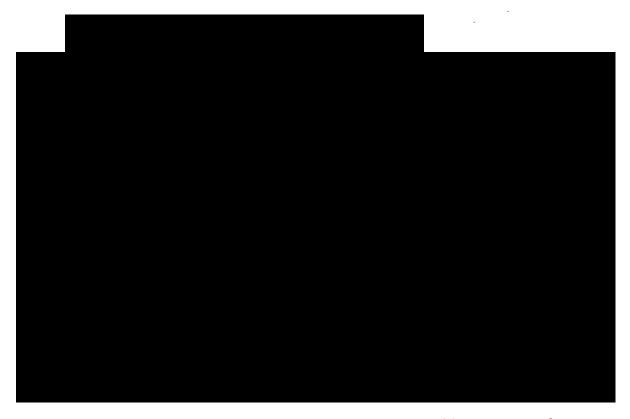


Majority (or other specified percentage) in Interest: A "Majority in Interest" of the Limited Partners (or Combined Limited Partners, as applicable) means, at any time, the Limited Partners (or Combined Limited Partners, as applicable) holding a majority of the total limited partnership interests then entitled to vote in the Partnership (or in the Partnership and any Parallel Vehicle, in the case of the Combined Limited Partners) as determined on the basis of Capital Commitments (and Parallel Vehicle Capital Commitments, in the case of the Combined Limited Partners), Any other specified percentage in Interest of the Limited Partners (or Combined Limited Partners, as applicable) means, at any time, the Limited Partners (or Combined Limited Partners, as applicable) holding the specified percentage of the total limited partnership interests then entitled to vote in the Partnership (or in the Partnership and any Parallel Vehicle, in the case of the Combined Limited Partners), as determined on the basis of Capital Commitments (and Parallel Vehicle Capital Commitments, in the case of the Combined Limited Partners), Notwithstanding the foregoing, the limited partnership interests in CP V-A shall not be taken into account in determining a Majority or other specified percentage in Interest of the Combined Limited Partners.



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





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

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

<u>Partners</u>: The General Partner and the Limited Partners (which, for the avoidance of doubt, includes the Investment Limited Partner).

Partnership: Carlyle Partners V, L.P., a Delaware limited partnership.



<u>Partnership Expenses</u>: As defined in Section 6.4(a).

<u>Partnership Minimum Gain</u>: As defined in United States Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

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

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



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

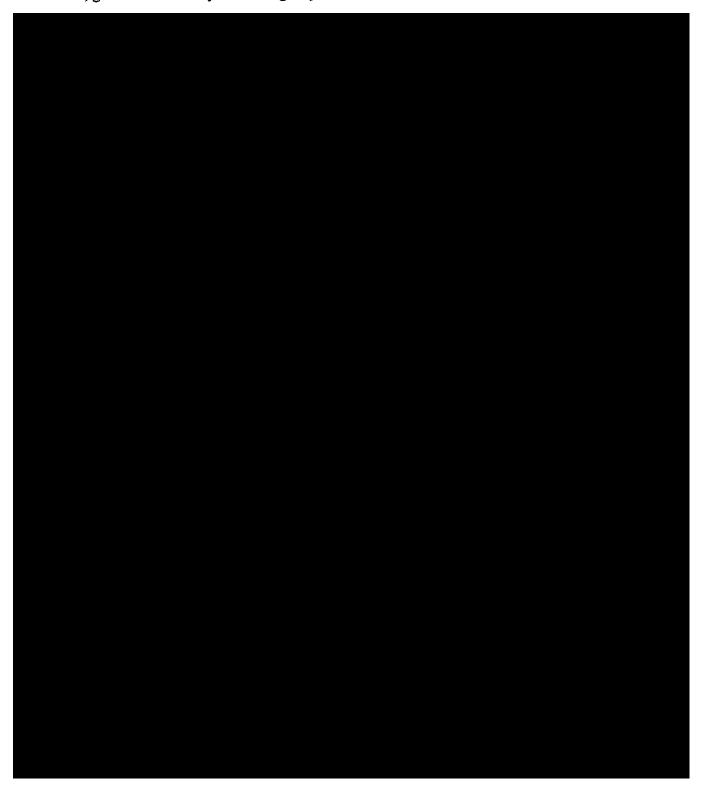
<u>Plan Asset Regulations</u>: The regulations issued by the United States Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the United States Code of Federal Regulations, as the same may be amended from time to time.

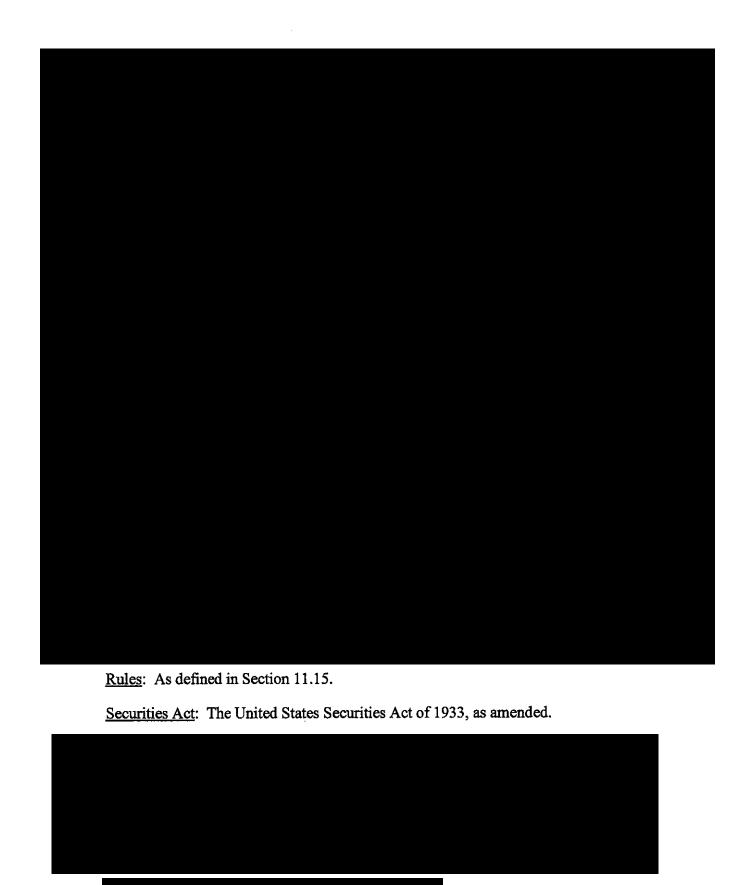
Portfolio Companies: As defined in Section 4.1(a).



<u>Prime Rate</u>: The rate of interest per annum publicly announced from time to time by JPMorgan Chase (or any successor thereto) as its prime rate in effect at its principal office in New York City.

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







<u>Subscription Agreements</u>: Each of the several Subscription Agreements between the General Partner on behalf of the Partnership and a Limited Partner (other than the Investment Limited Partner).

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



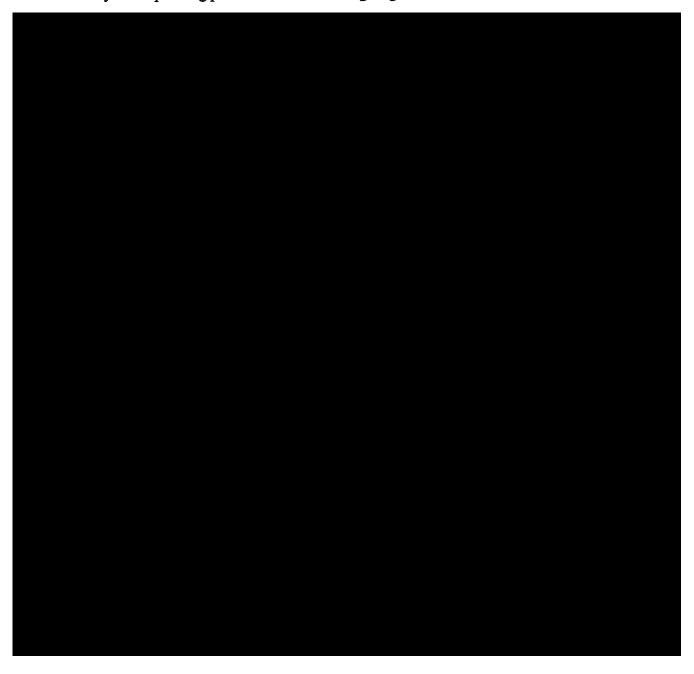
<u>Temporary Investments</u>: Repurchase agreements of Primary Federal Reserve Dealers using Treasury Securities only; bankers acceptances which are legal for purchase by the Federal Reserve Bank; United States Treasury Bills and Agency Discount Notes; commercial paper that is rated by Moody's Investor Services, Inc. or Standard & Poor's Corporation in its highest rating category; accounts or mutual funds which, other than with respect to an immaterial amount of their assets, invest in any of the foregoing; and any other investment approved by the Investor Advisory Committee as a Temporary Investment.

Temporary Investment Income: Income from sources other than Investments.



<u>United States or U.S.</u>: The United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

<u>United States Treasury Regulations</u>: The United States federal income tax regulations promulgated under the Code, as such Regulations may be amended from time to time. All references herein to specific sections of the Regulations shall be deemed also to refer to any corresponding provisions of succeeding Regulations.

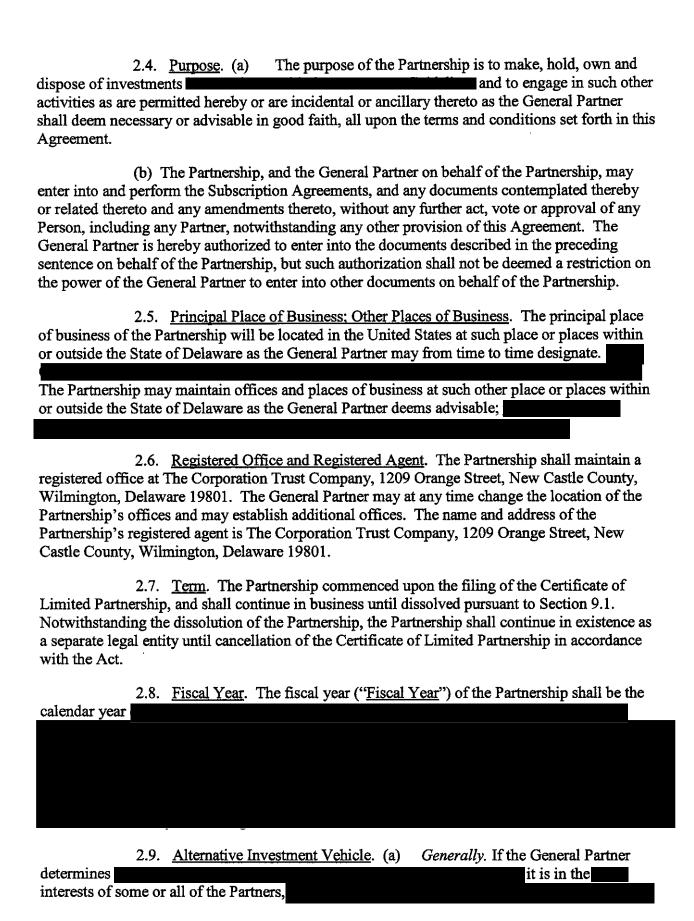




#### ARTICLE II

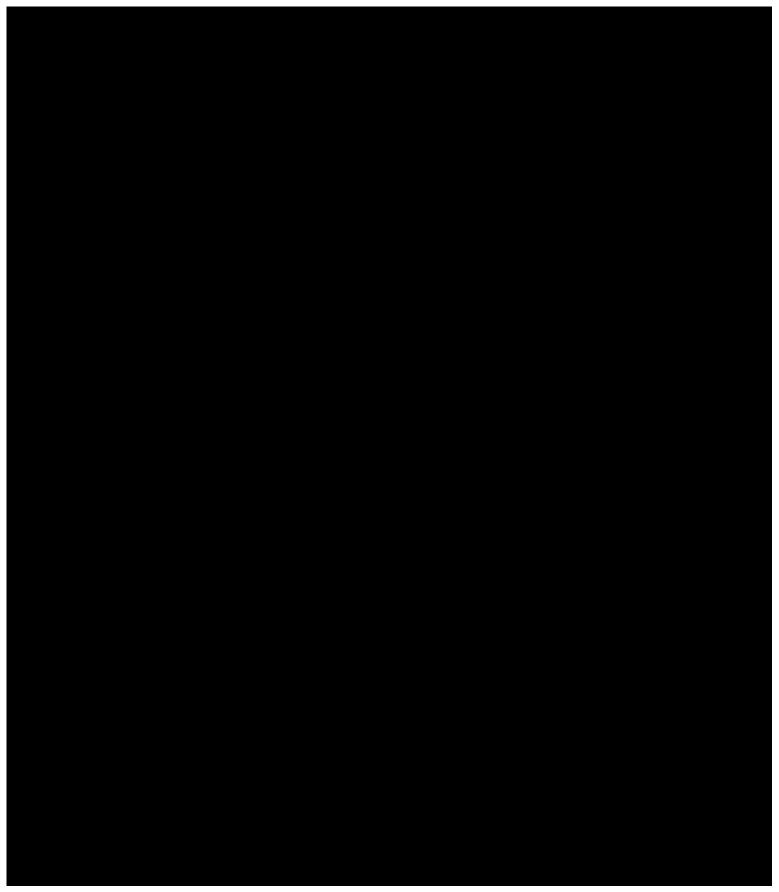
#### General Provisions

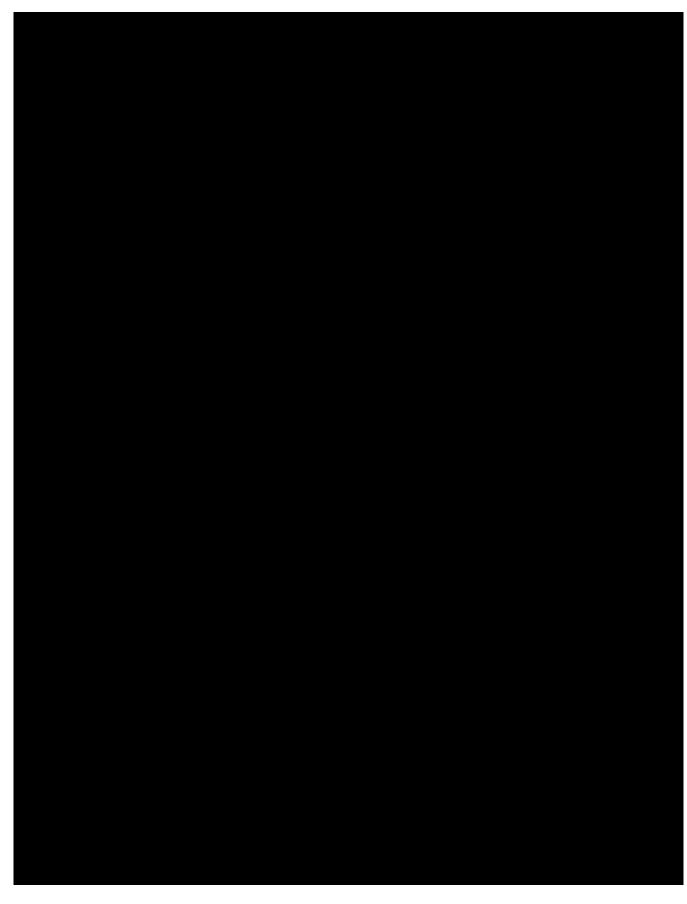
- 2.1. <u>Formation</u>. The parties hereto continue a limited partnership formed on February 26, 2007 pursuant to the Act. The General Partner hereby continues as the general partner of the Partnership upon its execution of a counterpart of this Agreement. The Investment Limited Partner hereby continues as a limited partner of the Partnership upon its execution of a counterpart of this Agreement. Each Person to be admitted as a limited partner of the Partnership on the date hereof shall be admitted as a Limited Partner at the time that (i) this Agreement or a counterpart hereof is executed by or on behalf of such Person and (ii) a Subscription Agreement or a counterpart thereof is executed by or on behalf of such Person and by the General Partner on behalf of the Partnership.
- 2.2. <u>Name</u>. The name of the Partnership shall be "Carlyle Partners V, L.P." The General Partner is authorized to make any variations in the Partnership's name which the General Partner may deem necessary or advisable; <u>provided</u> that (a) such name shall contain the words "Limited Partnership" or the letters "L.P." or the equivalent translation thereof,
- 2.3. Organizational Certificates and Other Filings; Limitations on Conduct of Business. If requested by the General Partner, the Limited Partners shall promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the General Partner to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the formation and operation of a limited partnership under the laws of the State of Delaware, (b) if the General Partner deems it advisable, the operation of the Partnership as a limited partnership, or partnership in which the Limited Partners have limited liability, in all jurisdictions where the Partnership proposes to operate and (c) all other filings required to be made by the Partnership.

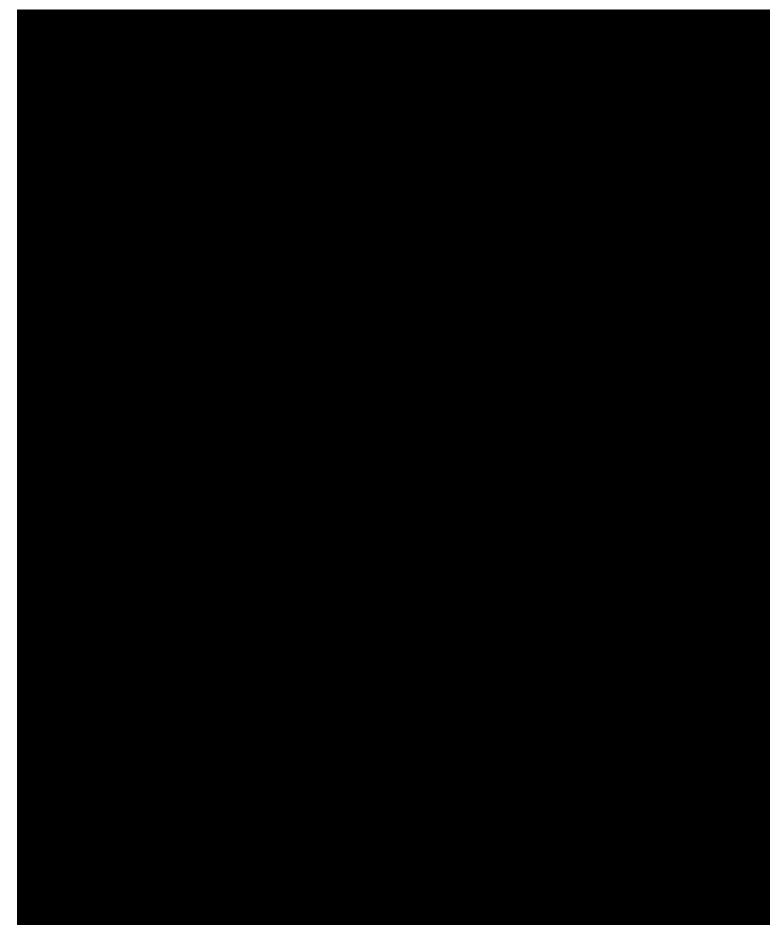


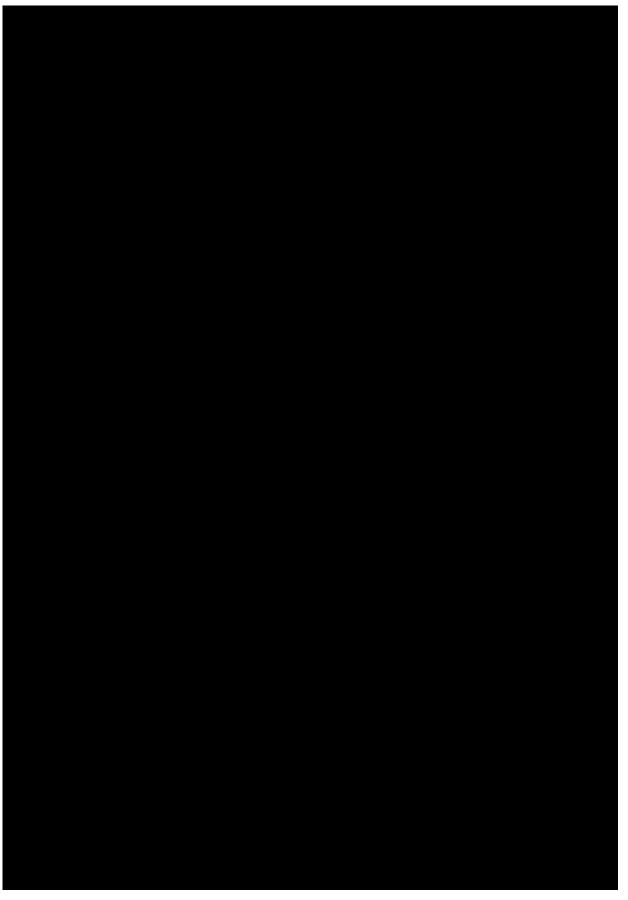
that their participation in an Investment be made through an alternative i	nvestment vehicle
(including, without limitation, through a non-United States limited partn	ership (or other similar , the General
vehicle)	
Partner shall be permitted to structure the making of all or any portion of	oll or envincetion of such
outside of the Partnership, by requiring any Partner or Partners to make	an of any portion of such
Investment through separate limited partnerships (or other similar vehicles)	es) mat will hivest on a
parallel basis with or in lieu of the Partnership, as the case may be.	
	if the General
Partner, determines that for	it is
in the best interests of some or all of the Limited Partners for all or any p	portion of an Investment
held through the Partnership to be held through an alternative investmen	it vehicle (or with respect
to an Investment held through an alternative investment vehicle, vice ve	rsa) after the
	use the Partnership to
transfer all or the relevant portion of the Investment to an alternative inv	•
vice versa);	
the Partners shall be required to make Capital Contributions	s directly to each such
alternative investment vehicle to the same extent, for the same purposes	and on the same terms
and conditions as Partners are required to make Capital Contributions to	the Partnership, and
such Capital Contributions shall reduce the Unpaid Capital Commitmen	
to the same extent as if Capital Contributions were made to the Partners	hip with respect thereto.
Subject to clause (B) of the last sentence of this Section 2.9(a), each Par	tner shall have the same
economic interest in all material respects in each Investment made pursu	uant to this Section 2.9 as
such Partner would have if such Investment had been made solely by the	e Partnership,
	4



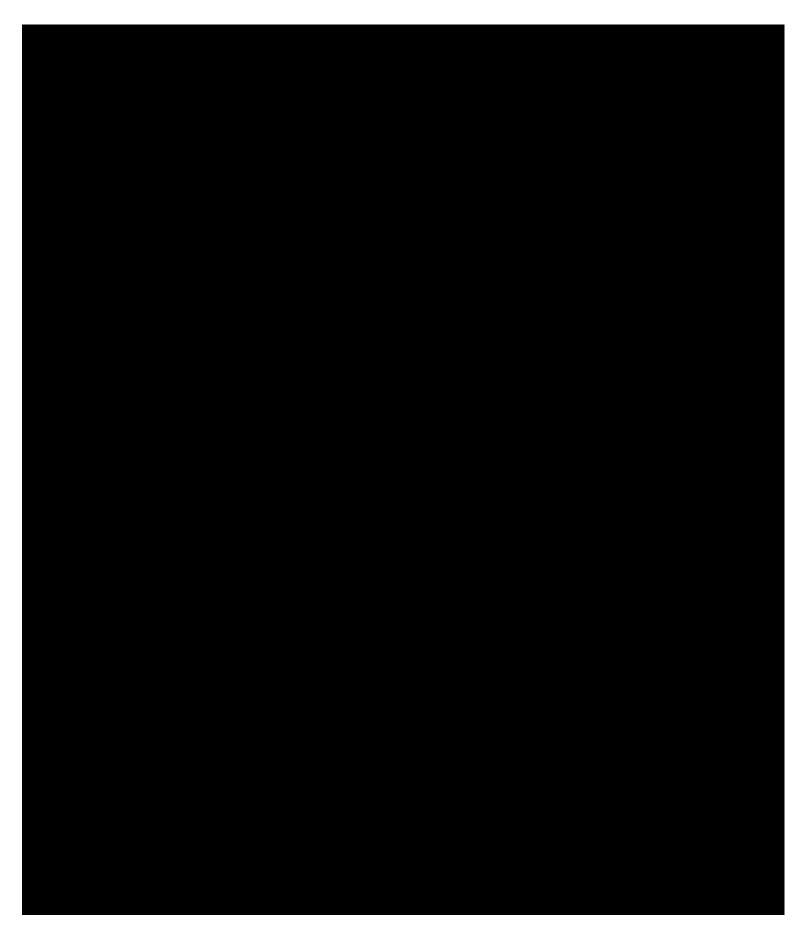


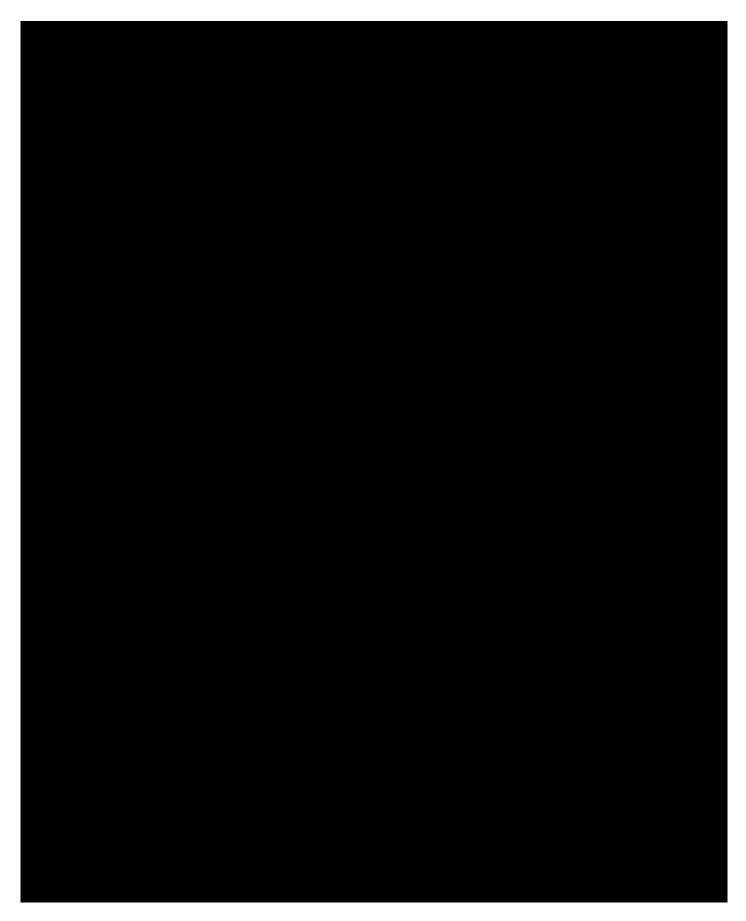












The governing agreement and other organizational documents of any alternative investment vehicle and any documents relating to the admission of Limited Partners to such alternative investment vehicle may be executed on behalf of the Limited Partners investing therein by the General Partner pursuant to the power of attorney granted by each of the Limited Partners pursuant to Section 11.2.
2.10. <u>Parallel Investment Entities</u> . In order to facilitate investment by certain investors, the General Partner (or an Affiliate thereof) may establish one or more additional collective investment vehicles or other arrangements (each such vehicle or arrangement, a " <u>Parallel Vehicle</u> ");
Tatarior voinore ),
Subject to applicable legal, tax or regulatory considerations and to the second sentence
of the last paragraph of Section 11.3(a), amendments to this Agreement shall be effective with respect to the governing agreement of each Parallel Vehicle.



2.12. <u>Fund Size</u>. The total aggregate Capital Commitments and Parallel Vehicle Capital Commitments of Combined Limited Partners that are not Affiliates of the General Partner shall not exceed

## ARTICLE III

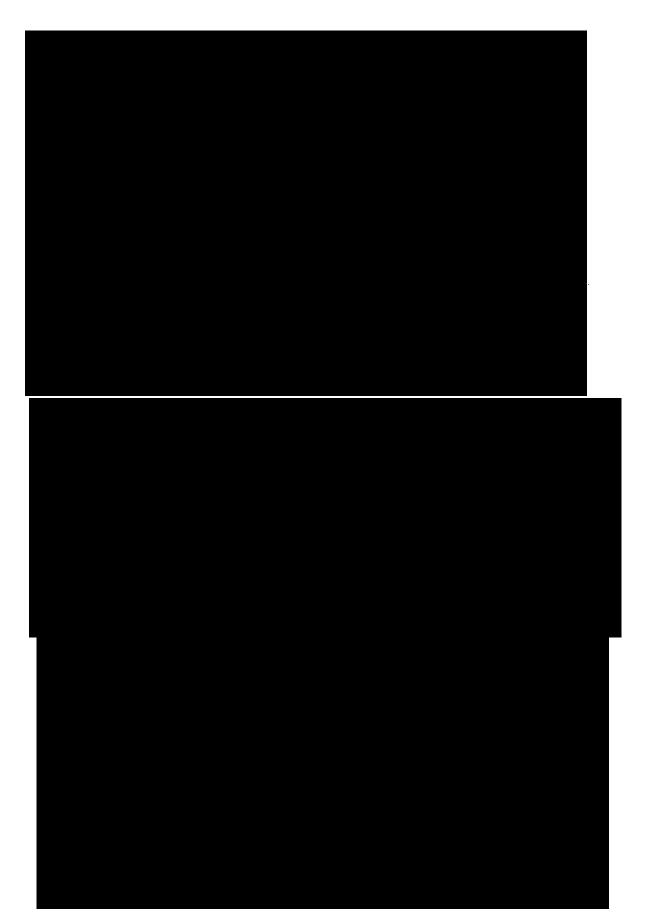
## <u>Capital Contributions and</u> Direct Payments; <u>Distributions</u>

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

(i) With respect to any Capital Contribution for the making of Investments generally: At any time and from time to time

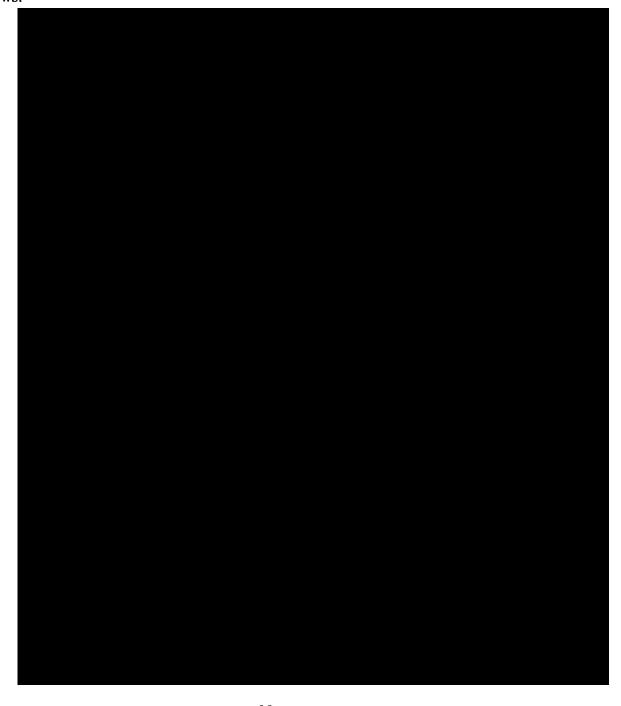
contribute the Carlyle Pro Rata Share of the aggregate amount to be contributed for such Investment (either by making Capital Contributions or capital contributions to the Parallel Vehicles or other entities formed by Carlyle to invest on a side-by-side basis with the Partnership);

With respect to any Capital Contribution for the making of a Follow-On Investment: At any time and from time to time through the anniversary of the expiration or termination of the Commitment Period (or such later date as the Investor Advisory Committee or a Majority in Interest of the Combined Limited Partners may approve), each Limited Partner (other than Affiliates of the General Partner) shall, on any Payment Date, contribute to the Partnership its Pro Rata Share of the aggregate amount to be contributed by all Limited Partners (other than Affiliates of the General Partner) for a Follow-On Investment: With respect to any Capital Contribution for the payment of Partnership Expenses and Amounts Related to Borrowings or Guarantees On and After the Initial Investment Date: At any time and from time to time on and after the Initial Investment Date, on any Payment Date, each Partner (other than, in the case of Capital Contributions for Partnership Expenses, the General Partner and its Affiliates) shall contribute to the Partnership its Pro Rata Share of the aggregate amount to be contributed by all Partners (other than, in the case of Capital Contributions for Partnership Expenses, the General Partner and its Affiliates) on such date for Partnership Expenses and for any payments in connection with borrowings and guarantees by the Partnership in accordance with Section 4.2(c):

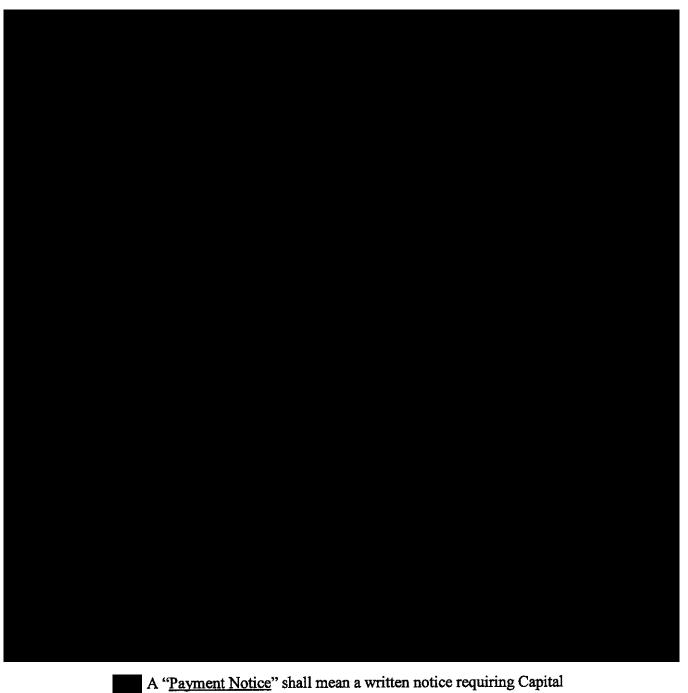




Direct Payments. Subject to Section 3.2, each Limited Partner agrees to make payments ("<u>Direct Payments</u>") directly to the General Partner (or as otherwise directed by the General Partner), in cash from time to time, payable in United States dollars, in installments as follows:



Related Definitions. (i) A "Payment Date" shall mean a date on which Partners are required to make Capital Contributions to the Partnership (or an alternative investment vehicle under Section 2.9) or Direct Payments, which date:	
(A) shall be specified in a Payment Notice delivered to each Limited Partner from which a Capital Contribution or Direct Payment is required on such date; and	

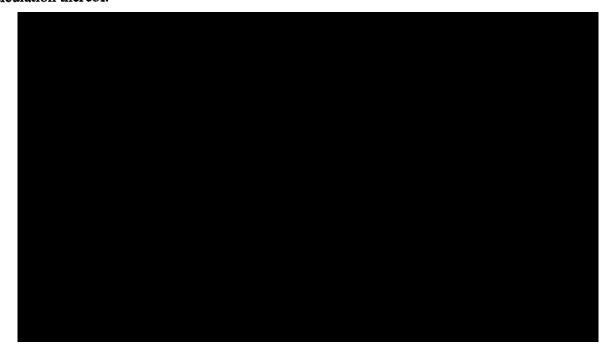


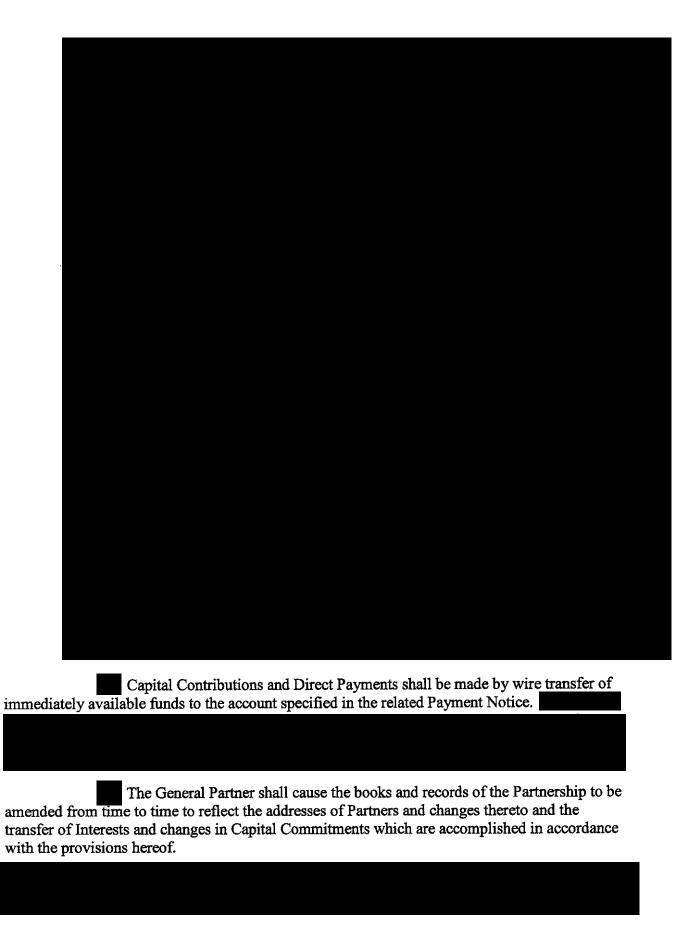
A "<u>Payment Notice</u>" shall mean a written notice requiring Capital Contributions to the Partnership (or an alternative investment vehicle under Section 2.9) or Direct Payments, which notice shall be delivered to each Limited Partner and shall:

(A) specify the purpose for which the Capital Contributions or Direct Payments are required to be made;

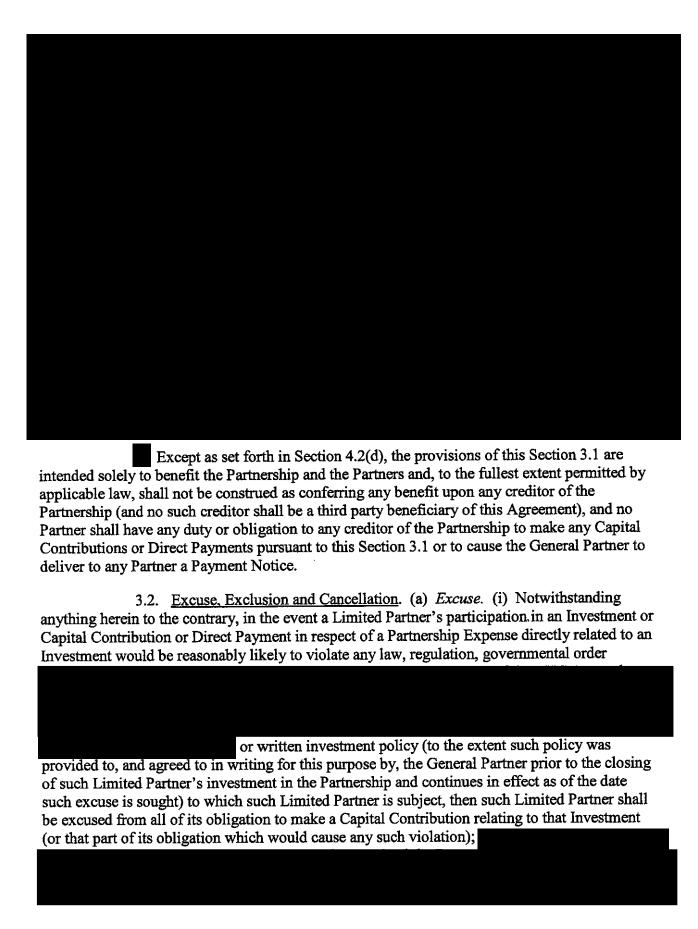


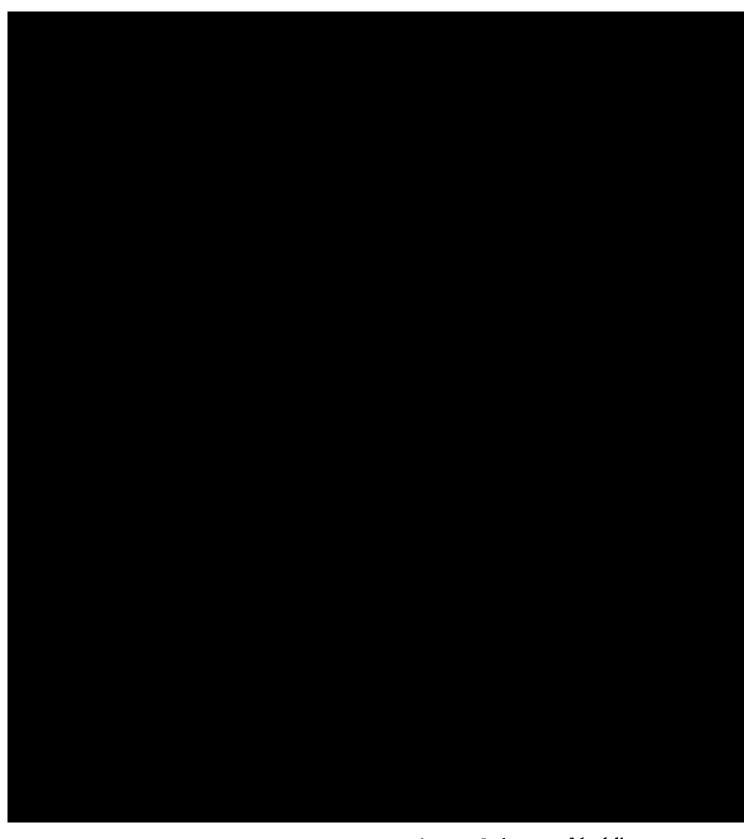
specify such Limited Partner's Pro Rata Share of the Capital Contributions or Direct Payments required to be made by the Limited Partners and the method of calculation thereof.



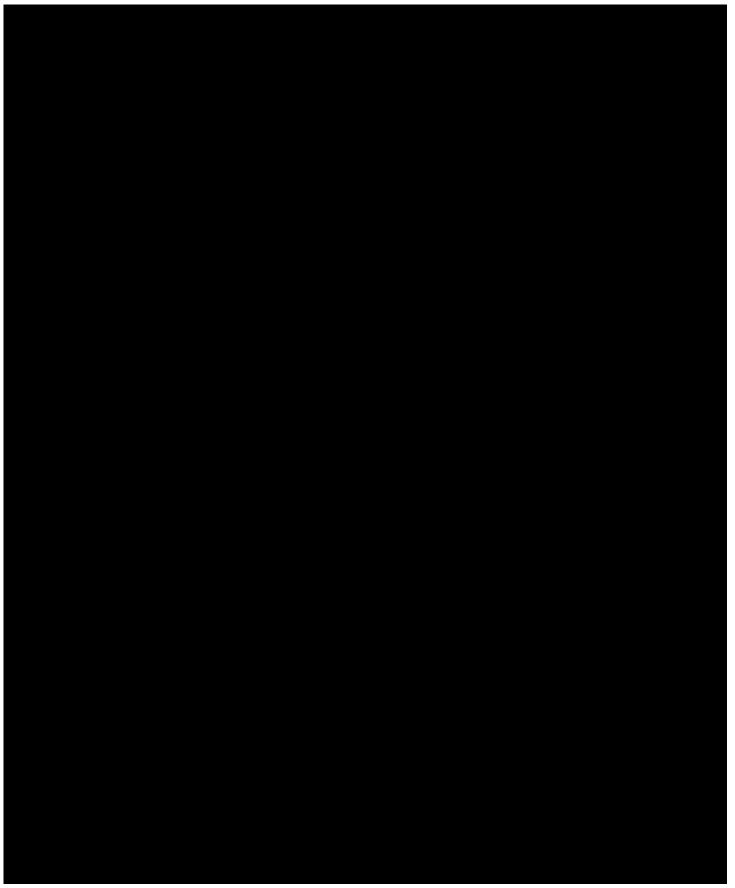


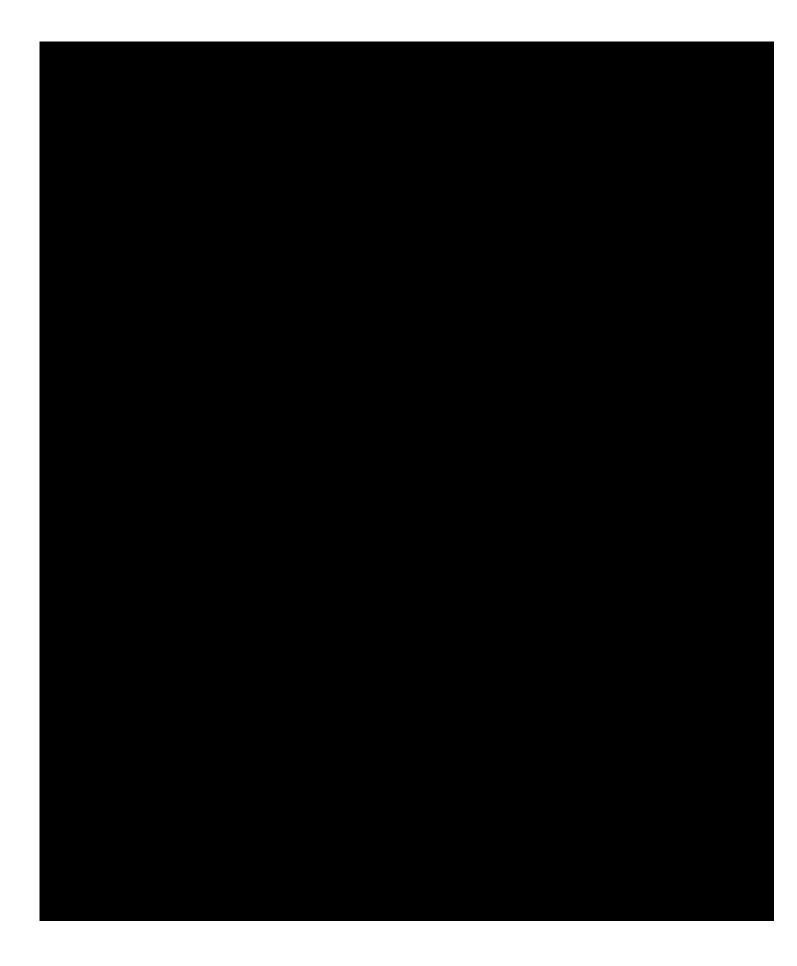


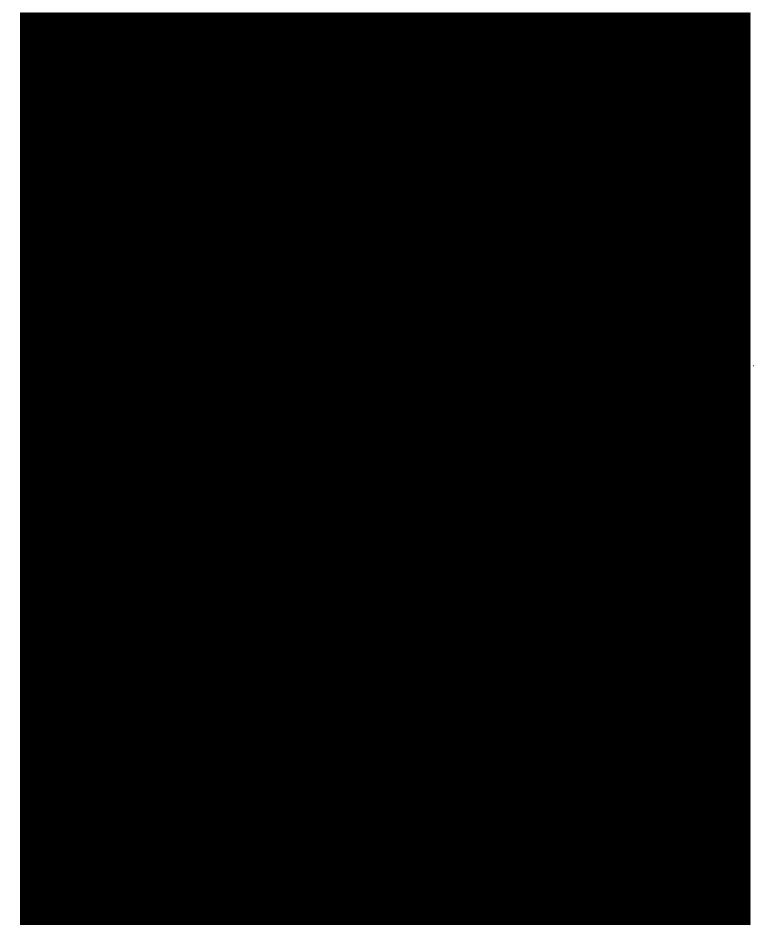


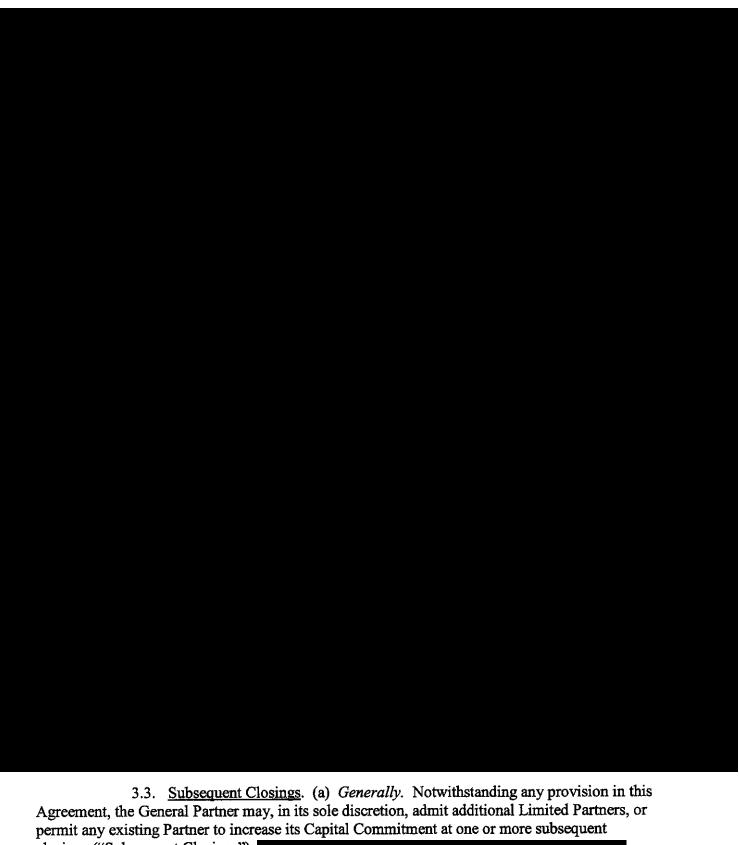


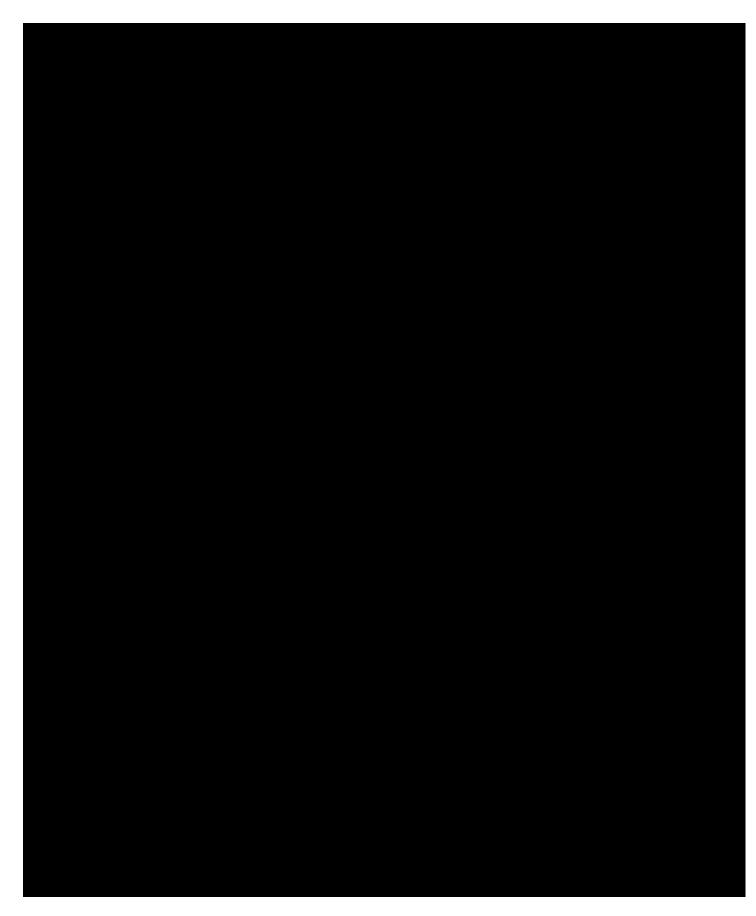
(b) Subsequent Capital Call in the Event of Excuse. In the event of the delivery of the opinion referred to in Section 3.2(a)(i) or the written notice referred to in the final sentence of Section 3.2(a)(ii) (or, in either case, the equivalent provision of the operative document of any













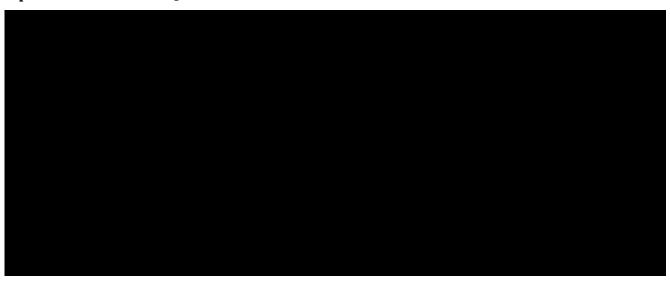
Capital Contributions and Direct Payments at Subsequent Closing for Organizational Expenses. Each Limited Partner (other than the Investment Limited Partner and Affiliates of the General Partner) that is admitted or increases its Capital Commitment at a Subsequent Closing shall make a Capital Contribution or Direct Payment, as applicable under Section 3.1, to the General Partner or the Partnership, at such Subsequent Closing (or on such later date as specified by the General Partner) in an amount such that such Limited Partner's Direct Payments and Capital Contributions for Organizational Expenses are equal to its Pro Rata Share of the Organizational Expenses to be paid by all Limited Partners,



Withdrawal or Admission of Limited Partner To or From Parallel Vehicles.

The General Partner may, in its discretion, permit an existing Limited Partner to withdraw from the Partnership to facilitate such Limited Partner's participation in any Parallel Vehicle (with respect to such Limited Partner's Capital Commitment) and, in connection therewith, take any other necessary action to consummate the foregoing. The General Partner may, in its discretion, permit a limited partner withdrawing from any Parallel Vehicle to be admitted to the Partnership (with respect to such limited partner's Parallel Vehicle Capital Commitment) and, in connection therewith, take any other necessary action to treat the limited partner as if such limited partner were a Limited Partner of the Partnership from the date when the limited partner was admitted to

the Parallel Vehicle. Such limited partner shall be admitted to the Partnership as a limited partner of the Partnership in accordance with Section 8.5.



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

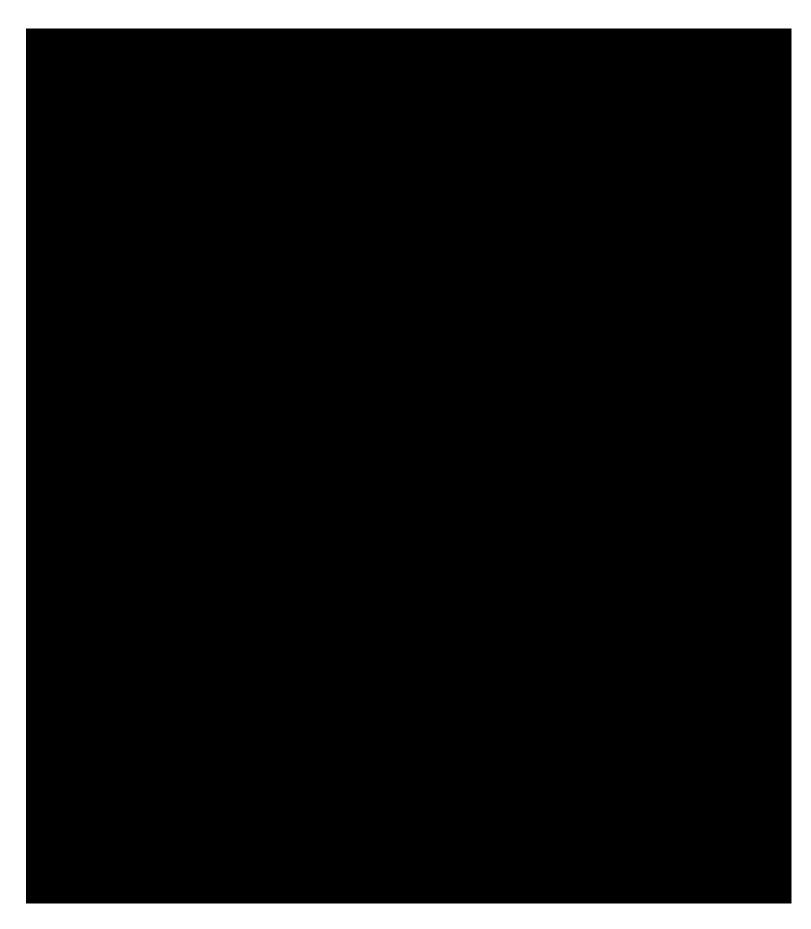
(b) Distributions in Kind of Marketable Securities. (i) In addition to cash distributions, distributions pursuant to this Article III may be made all or in part in Marketable Securities

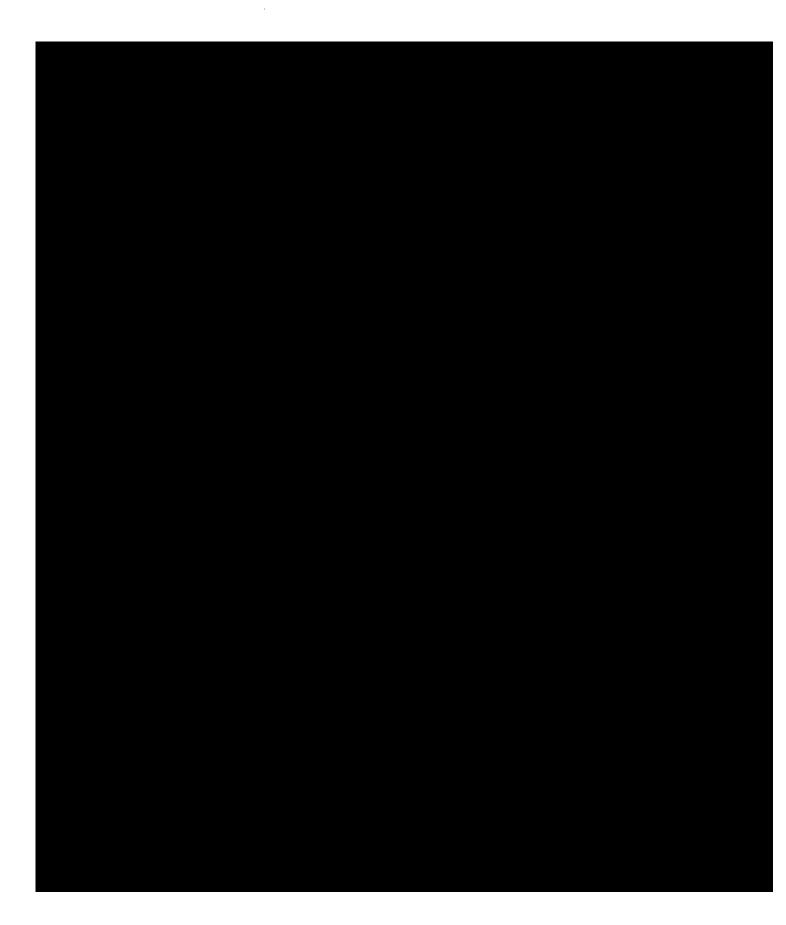




Timing and Manner of Distributions. Distributions of cash shall be made at the times provided below:

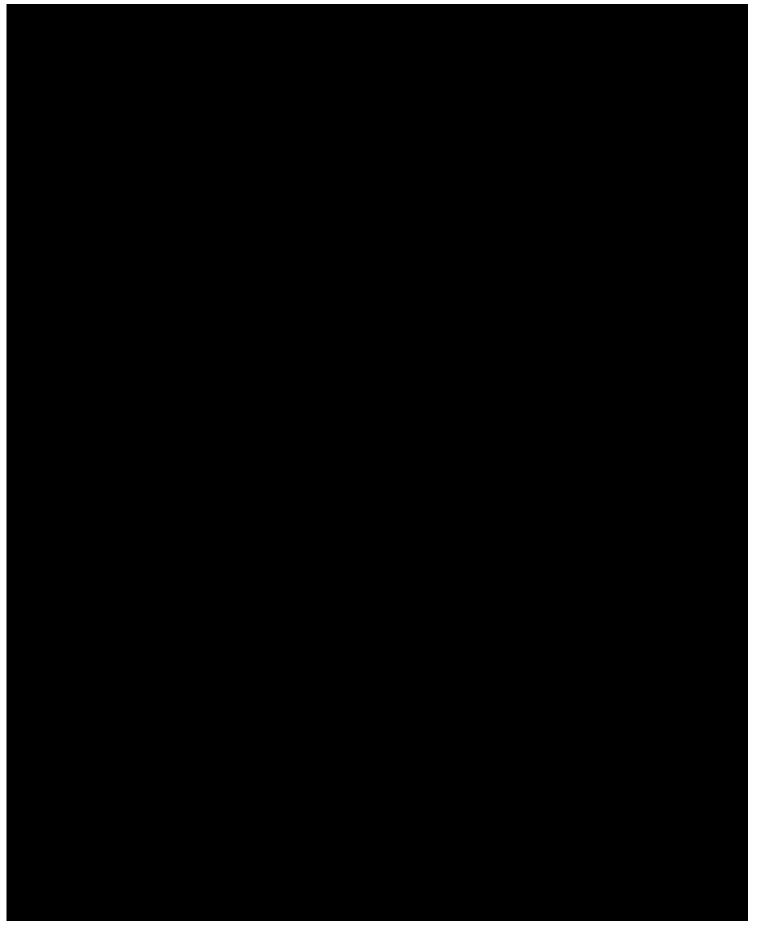












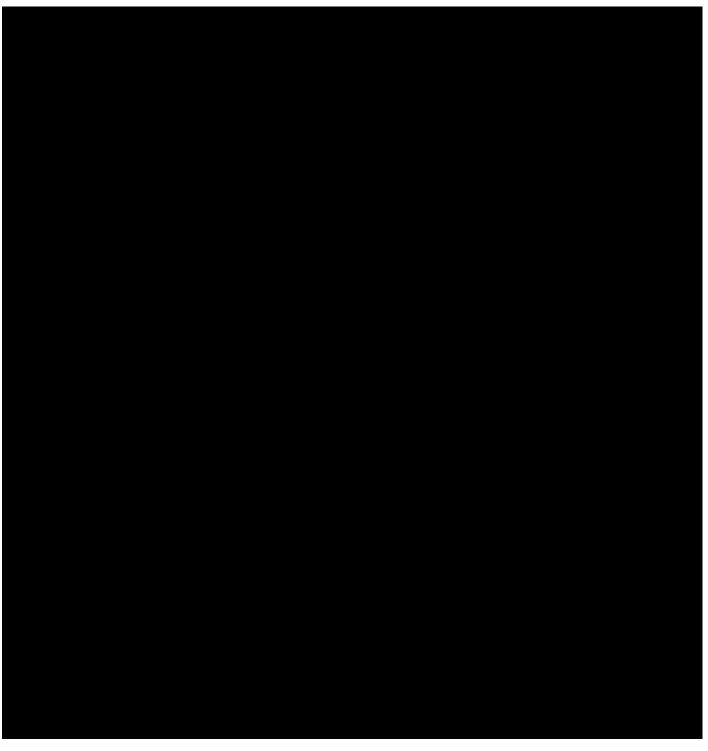


## ARTICLE IV

## The General Partner

4.1. <u>Investment Guidelines</u>. (a) The Partnership and any alternative investment vehicle formed pursuant to Section 2.9 shall make Investments in accordance with the Investment Guidelines set forth in Section 4.1(b)





4.2. <u>Powers of the General Partner</u>. (a) The management, operation and policy of the Partnership shall be vested exclusively in the General Partner, which shall have the power by itself, and shall be authorized and empowered on behalf and in the name of the Partnership, to carry out any and all of the objects and purposes of the Partnership and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary or advisable or incidental thereto, all in accordance with and subject to the other terms of this Agreement.

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

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

(iii) acquire, hold, sell, transfer, exchange, pledge and dispose of Investments, and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to Investments, including, without limitation, the exercise of any voting rights with respect to an Investment, the approval of a restructuring of an Investment, participation in arrangements with creditors, the institution and settlement or compromise of suits and administrative proceedings and other similar matters;

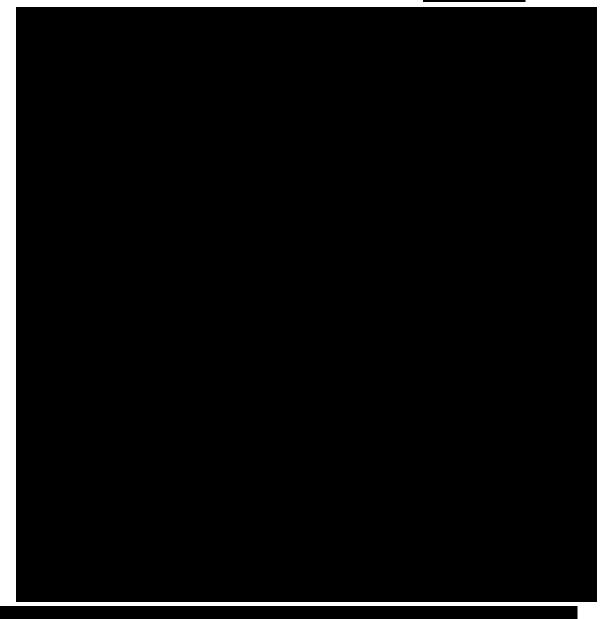
- (v) hire for usual and customary payments and expenses consultants, brokers, appraisers, attorneys, accountants, administrators, advisors, and such other agents for the Partnership as it may deem necessary or advisable, and authorize any such agent to act for and on behalf of the Partnership;
- (vi) enter into, execute, maintain and/or terminate contracts, undertakings, indemnities (including, subject to Section 6.1, of finders and placement agents), guarantees and any and all other instruments, agreements and documents in the name of the Partnership, and do or perform all such things as may be necessary or advisable in furtherance of the Partnership's powers, objects or purposes or to the conduct of the Partnership's activities, including entering into acquisition agreements to make or dispose of Investments which may include such representations, warranties, covenants, indemnities and guaranties as the General Partner deems necessary or advisable;

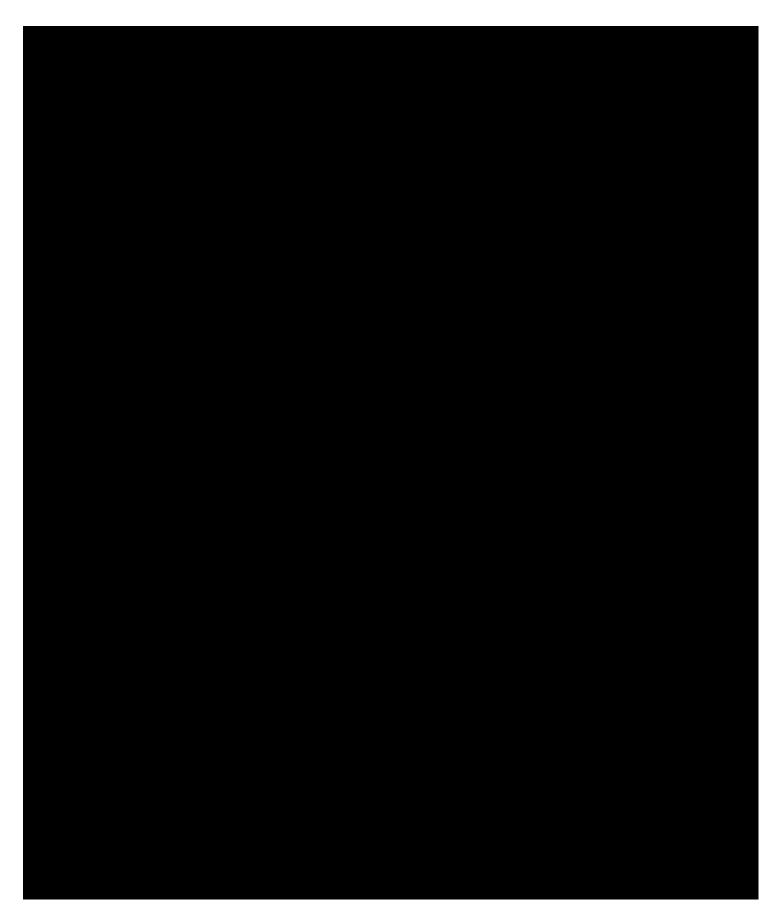
(viii) make, in its sole discretion, any and all elections for United States federal, state, local and non-United States tax matters, including any election to adjust the basis of Partnership property pursuant to Sections 734(b), 743(b) and



4.3. <u>Limitation on Liability</u> .
none of the General Partner, the Investment Limited Partner,
the Investment Advisor, their Affiliates (but excluding any Parallel Vehicle or any Successor Fund), or their respective members, officers, directors, employees, stockholders, shareholders,
partners and any other Person who serves at the request of the General Partner on behalf of the
Partnership as an officer, director, partner, member or employee of any other entity (each, an "Indemnified Party"), shall be liable to the Partnership or to any Limited Partner for (i) any act
performed or omission made by such Indemnified Party in connection with the conduct of the
affairs of the Partnership or otherwise in connection with this Agreement or the matters
contemplated herein,
the state of the s
or (ii) any mistake, negligence, dishonesty or bad faith of any broker or other agent of the Partnership
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4.4. <u>Indemnification</u>. (a) To the fullest extent permitted by law, the Partnership shall indemnify and hold harmless each of the Indemnified Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by any Indemnified Party and arise out of or in connection with the affairs of the Partnership, any alternative investment vehicle through which Investments are made or any Corporation, including acting as a director or the equivalent of any entity in which an Investment is made, or the performance by such Indemnified Party of any of the General Partner's responsibilities hereunder or otherwise in connection with the matters contemplated herein;





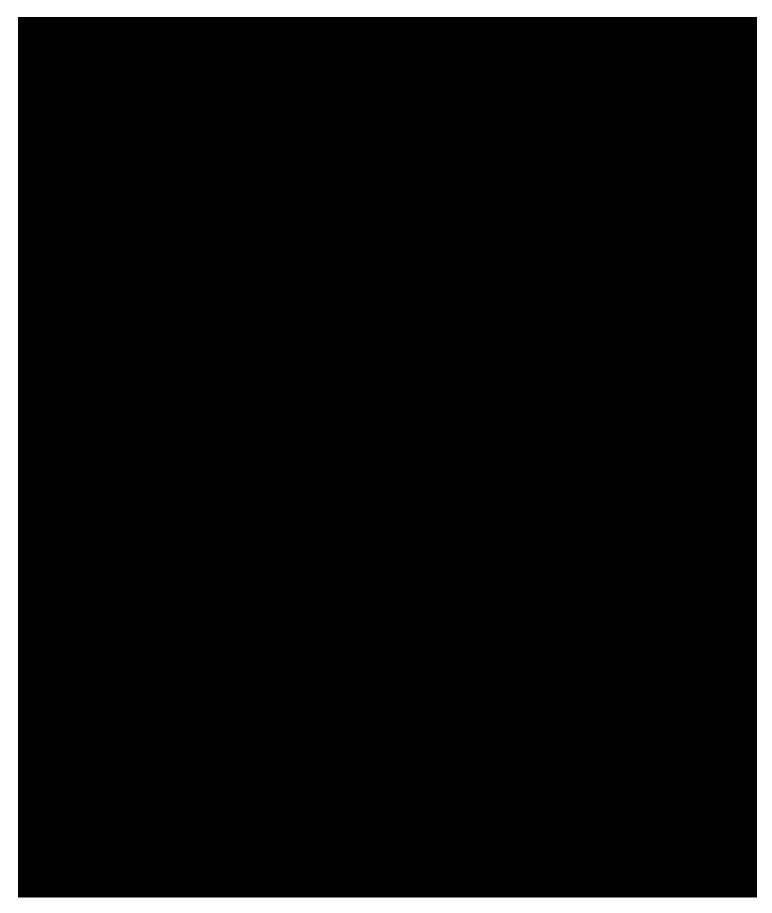


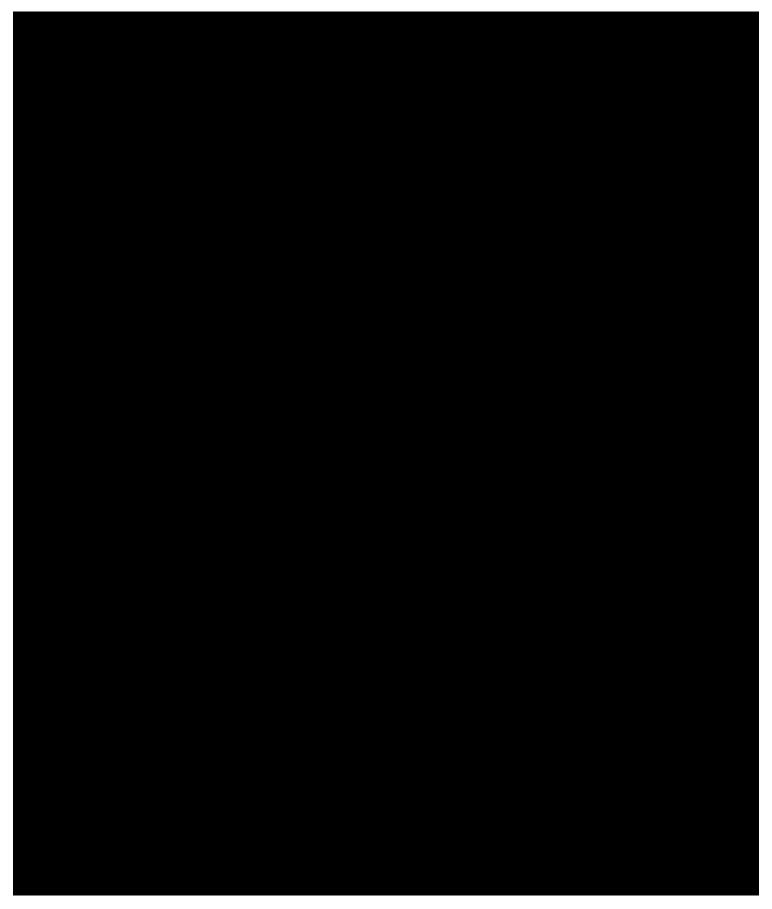
4.5. <u>General Partner as Limited Partner</u>. The General Partner shall also be a Limited Partner to the extent that it purchases or becomes a transferee of all or any part of the Interest of a Limited Partner, and to such extent shall be treated as a Limited Partner in all respects.

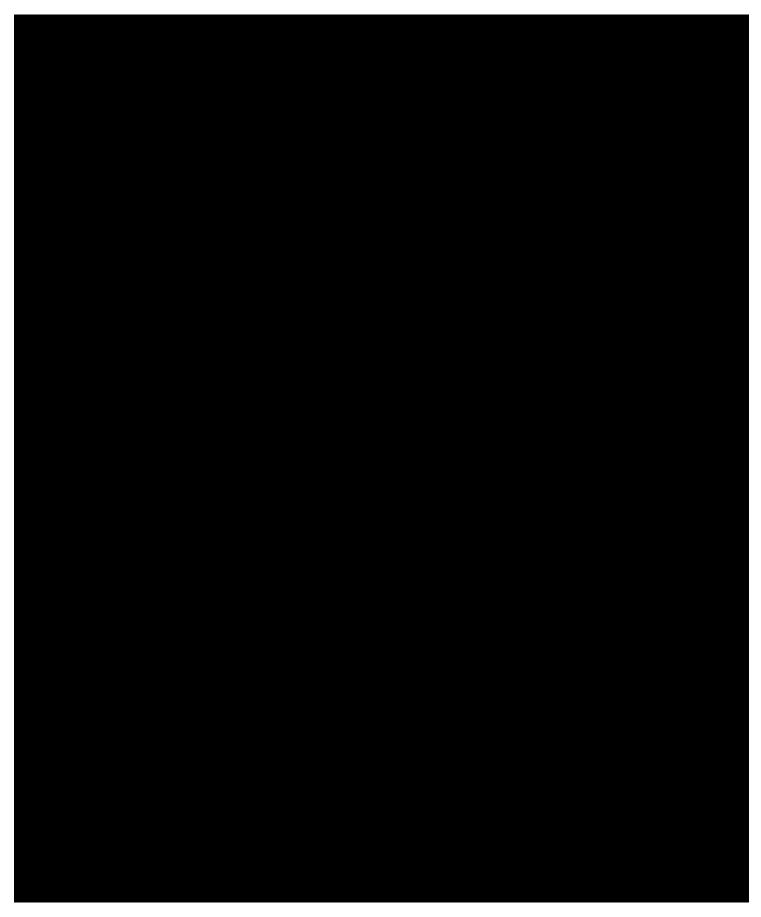
Any Interest of a

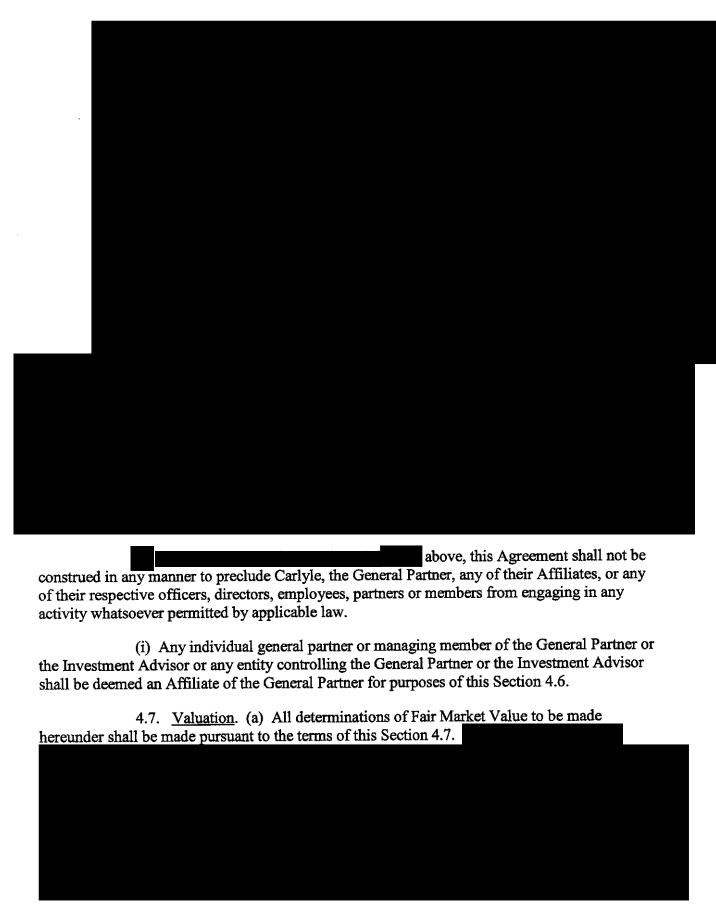
Limited Partner that is a Feeder Fund and an Affiliate of the General Partner shall be voted and/or abstained on any matter in the same manner and proportions as the investors in such Feeder Fund that are not Affiliates of the General Partner vote and/or abstain on such matter.



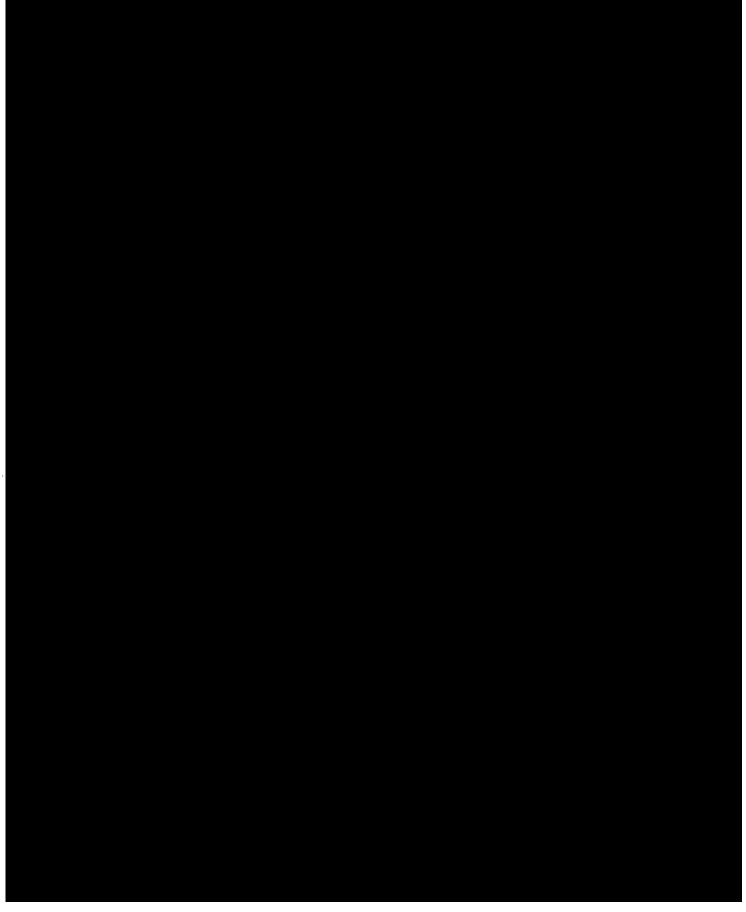


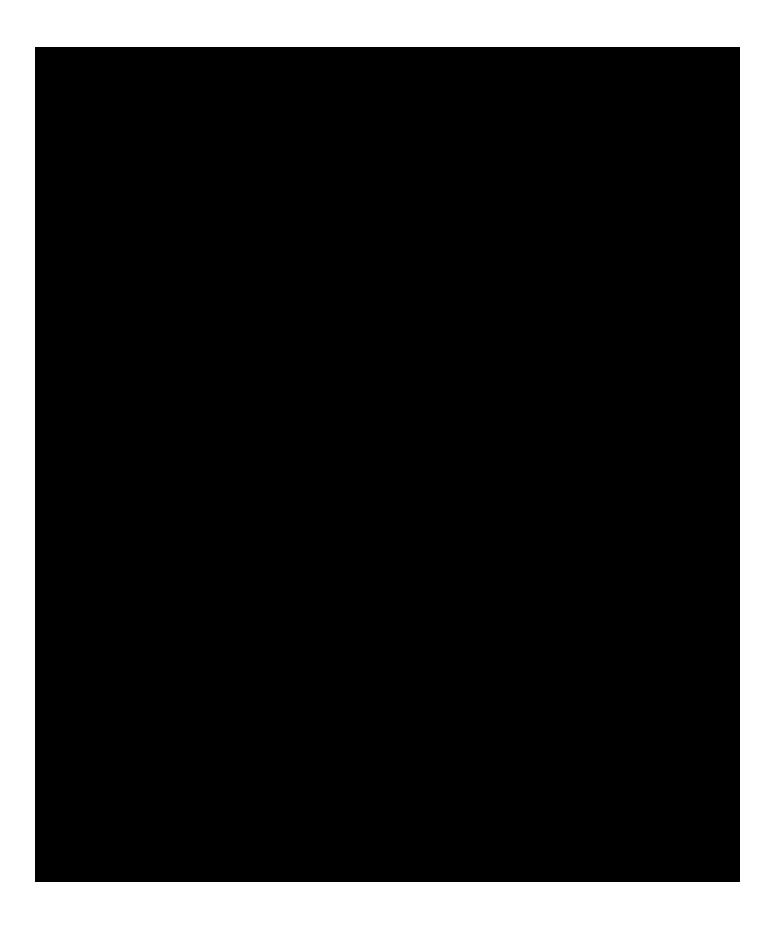












### ARTICLE V

### The Limited Partners

5.1. Management. (a) Except as expressly provided in this Agreement, no Limited Partner shall have the right or power to participate in the management or affairs of the Partnership, nor shall any Limited Partner have the power to sign for or bind the Partnership or deal with third parties on behalf of the Partnership without the consent of the General Partner. The exercise by any Limited Partner of any right conferred herein shall not be construed to constitute participation by such Limited Partner in the control of the business of the Partnership so as to make such Limited Partner liable as a general partner for the debts and obligations of the Partnership for purposes of the Act.

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

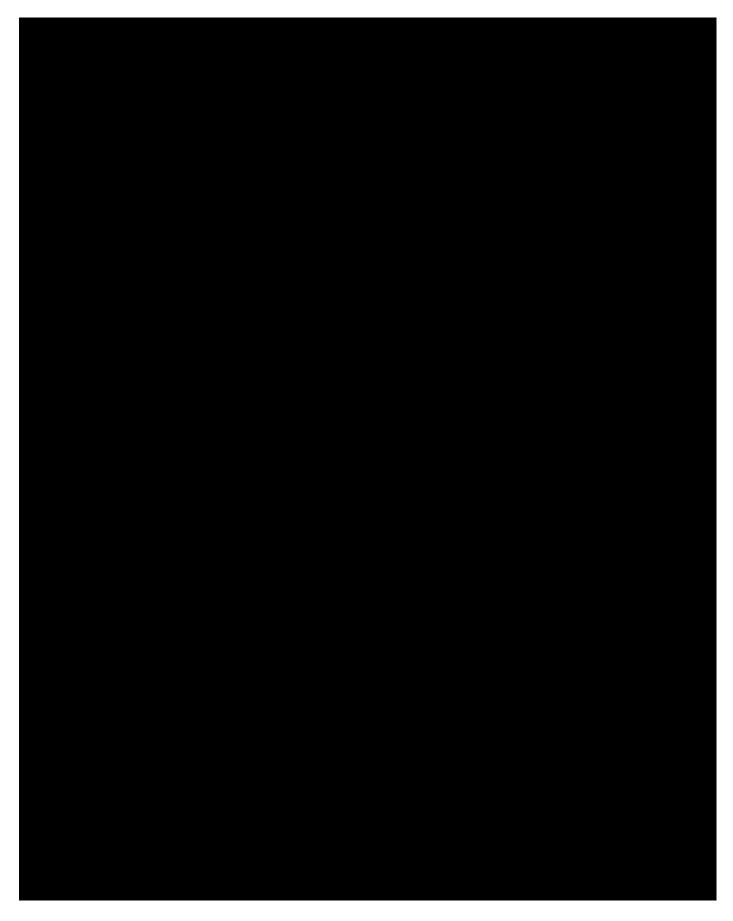
5.2. Liabilities of the Limited Partners.	
LP Clawback. Except as required by the Act or other applicable law, no Limited Partner shall be required to repay to the Partnership, any Partner or any creditor of the Partnership all or any part of the distributions (including liquidating distributions) made to such Limited Partner pursuant to Article III and Section 9.3 hereof;	

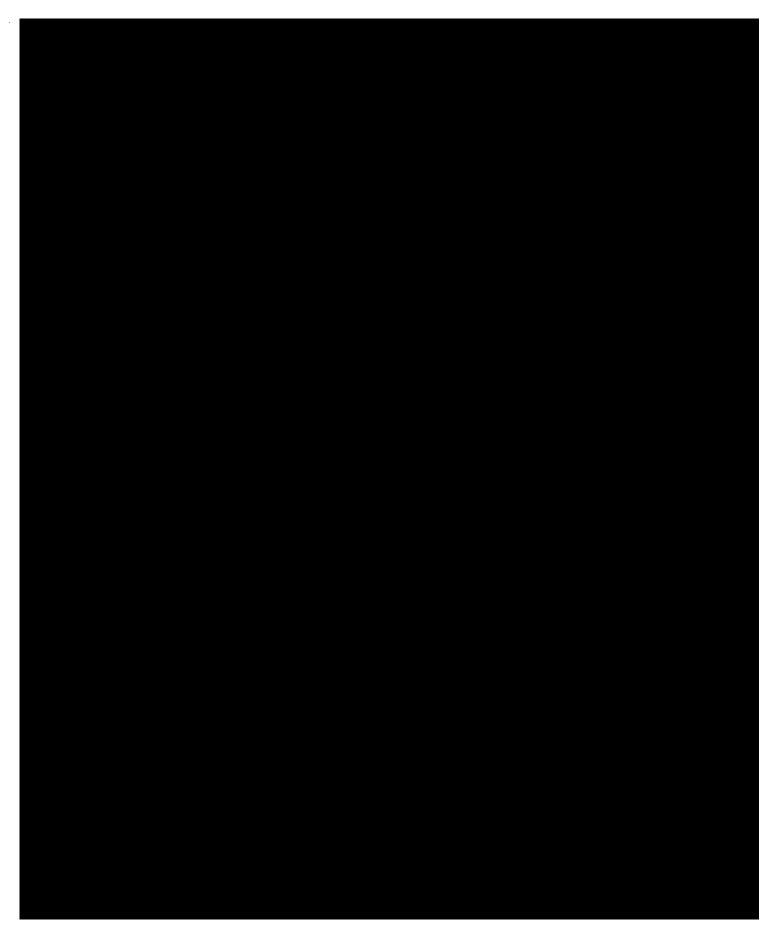
However, if, notwithstanding the terms of this Agreement, it is determined under applicable law that any Partner has received a distribution which is required to be returned to or for the account of the Partnership or any other Partner or creditors of the Partnership, then the obligation under applicable law of any Partner to return all or any part of a distribution made to such Partner shall be the obligation of such Partner and not of any other Partner.

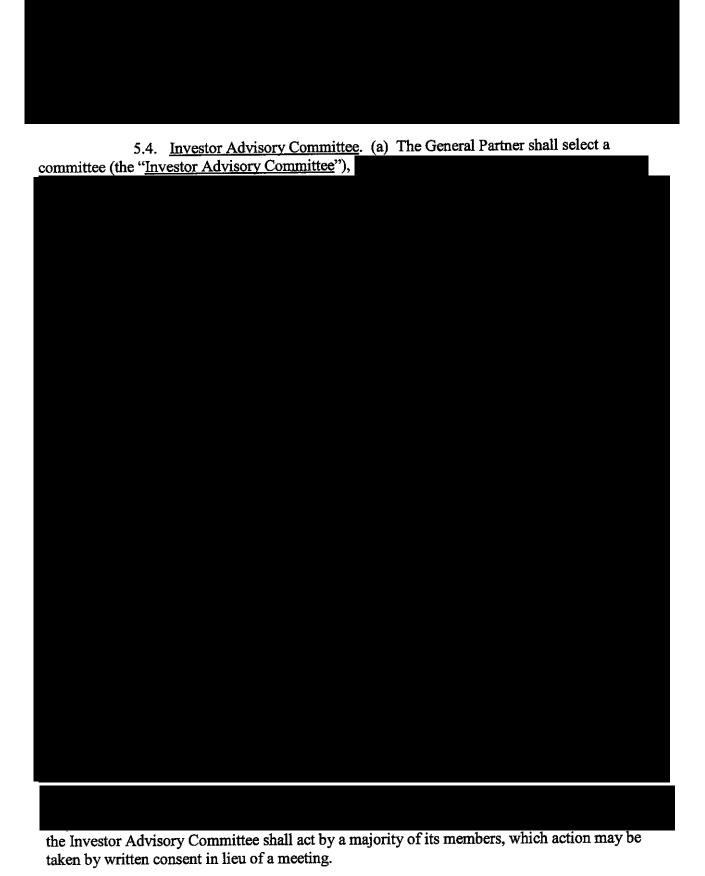


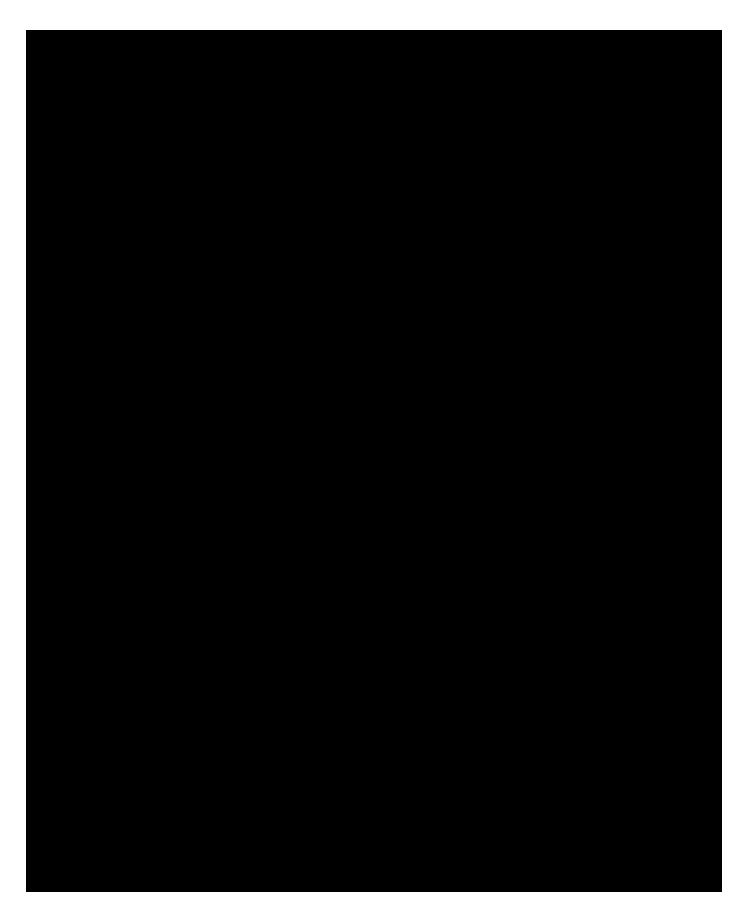
# 5.3. Limited Partners' Outside Activities

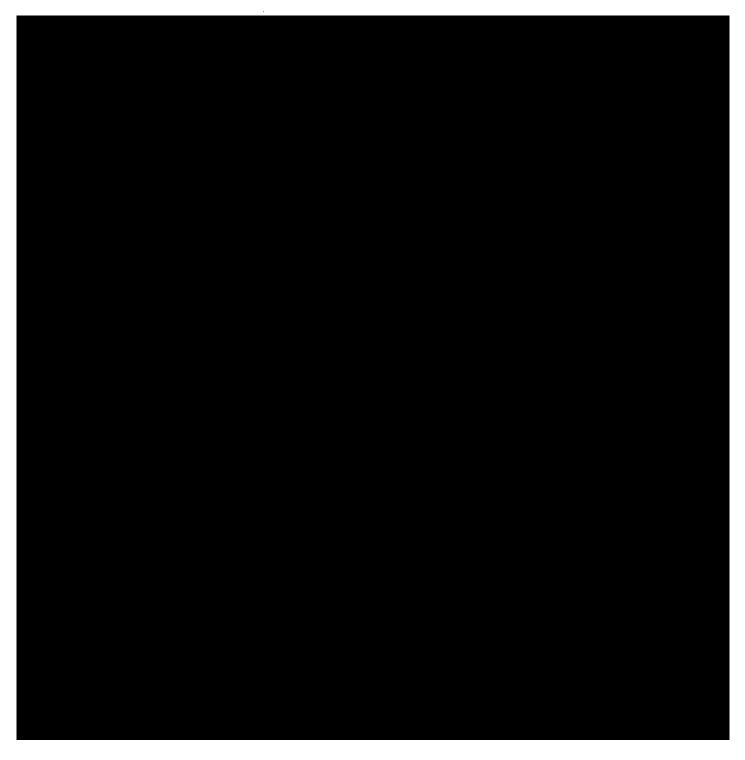
(a) General. Subject to Section 4.6 with respect to Limited Partners that are Affiliates of the General Partner, a Limited Partner shall be entitled to and may have business interests and engage in activities in addition to those relating to the Partnership, including business interests and activities in direct competition with the Partnership and the entities in which the Partnership invests and may engage in transactions with, and provide services to, the Partnership or any such entity. None of the Partnership, any other Partner or any other Person shall have any rights by virtue of this Agreement in any business ventures of any Limited Partner.





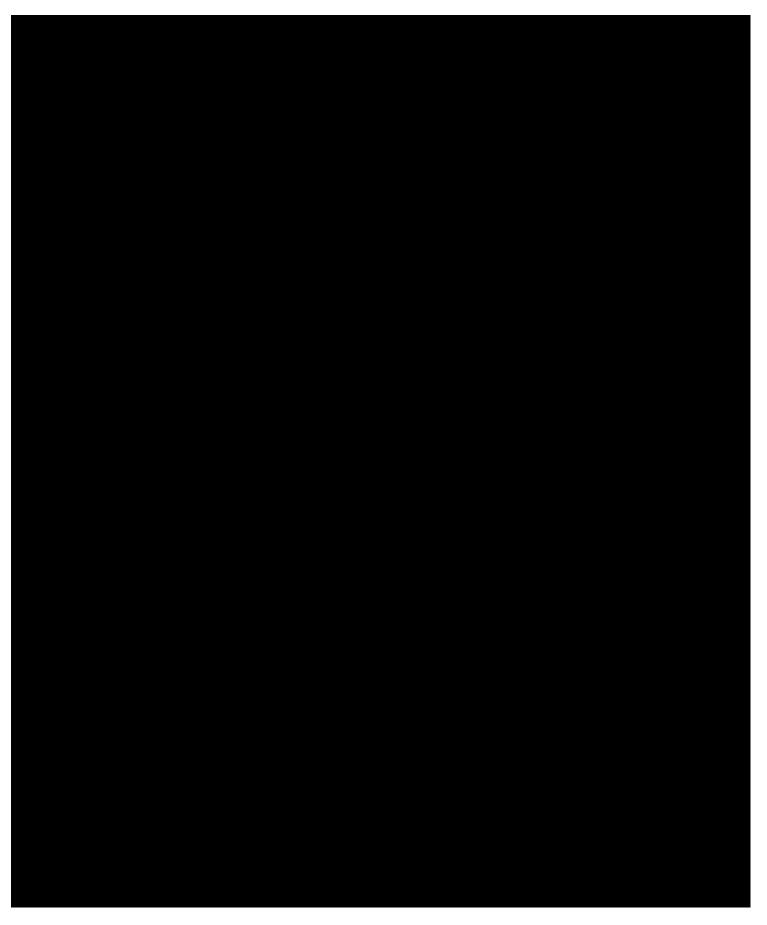


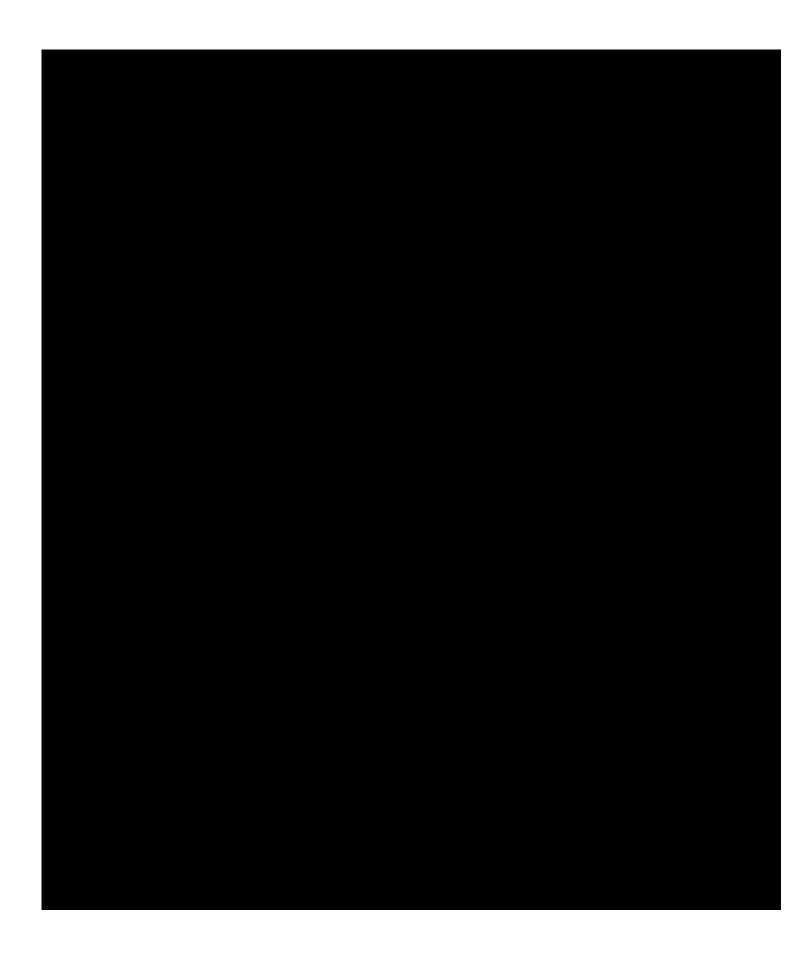


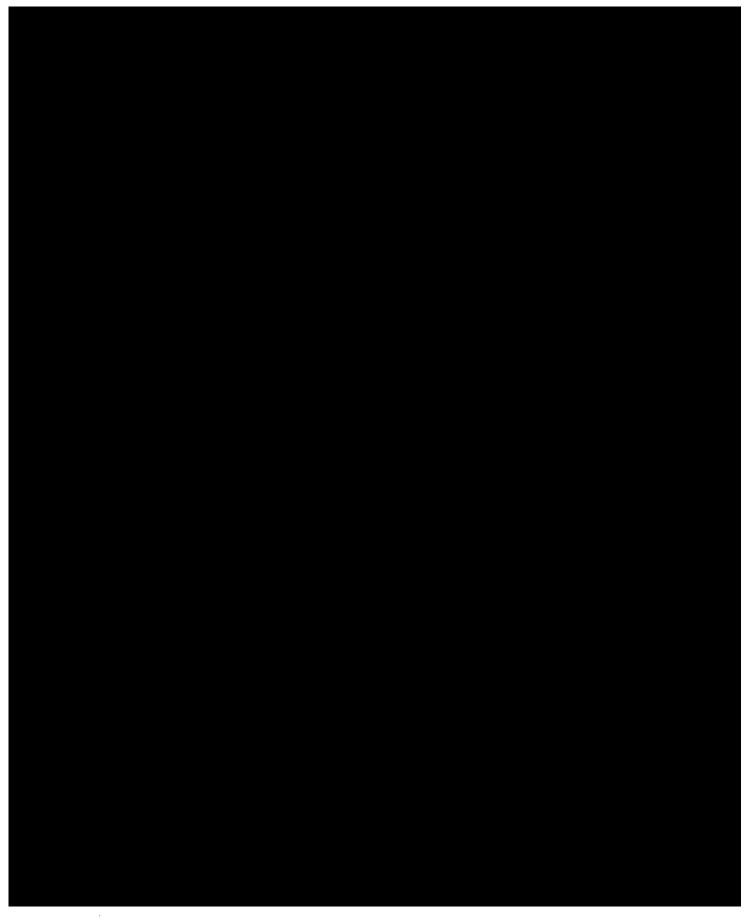


ARTICLE VI

# Expenses and Fees





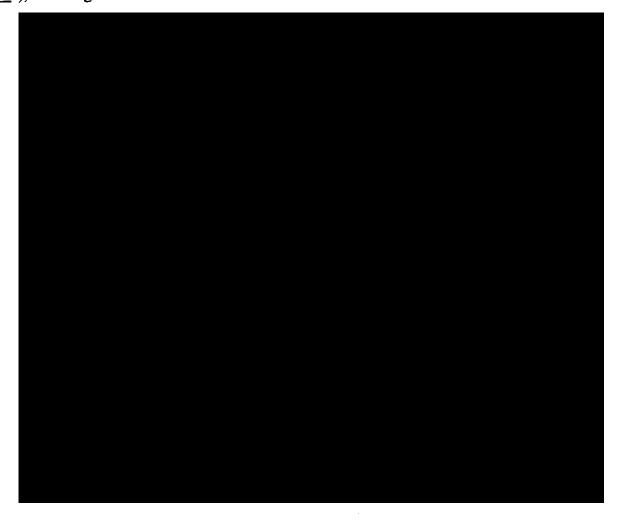


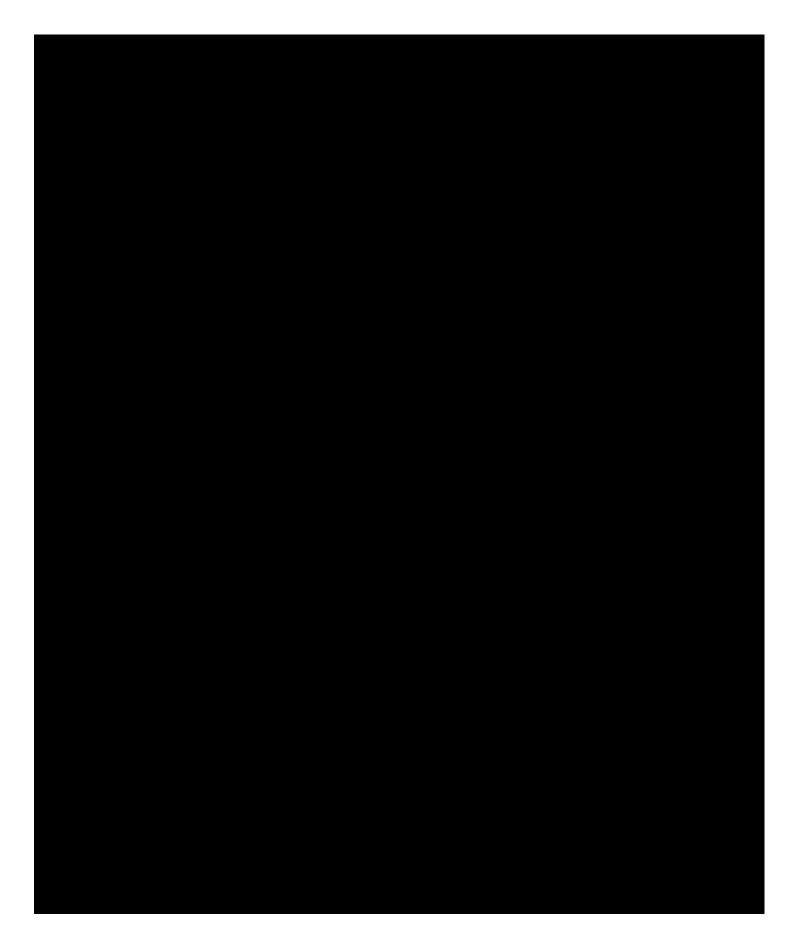


# 6.4. Partnership Expenses.

the Partnership shall bear

and be charged with the costs and expenses of the Partnership's operation that the General Partner believes in good faith to be reasonable and in furtherance of the business of the Partnership (and shall promptly reimburse the General Partner or its Affiliates, as the case may be, to the extent that any of such costs and expenses are paid by such entities) (the "Partnership Expenses"), including:







### **ARTICLE VII**

# Books and Records and Reports to Partners

7.1. Books and Records. The General Partner shall keep or cause to be kept complete and appropriate records and books of account. Except as otherwise expressly provided herein, such books and records shall be maintained on a basis which allows the proper preparation of the Partnership's financial statements and tax returns. The books and records shall be maintained at the principal office of the Partnership and shall be retained by Carlyle for a period of the Partnership and dissolution of the Partnership. Any Limited Partner or its duly authorized representatives shall be permitted to inspect the books and records of the Partnership for any purpose reasonably related to such Limited Partner's Interest and make copies thereof consistent with reasonable confidentiality restrictions established by the General

Partner, which restrictions shall not be inconsistent with Section 11.4, at any reasonable time during normal business hours.

# 7.2. Income Tax Information.

the General Partner shall

prepare and send, or cause to be prepared and sent, to each Person who was a Partner at any time during such Fiscal Year copies of such information as may be required for applicable income tax reporting purposes arising solely by reason of the Partnership's activities, and such other information as a Partner may reasonably request for the purpose of applying for refunds of withholding taxes.

# 7.3. Reports to Partners. the General Partner shall send to

each Person who was a Partner during such period:

7.4. Partnership Meetings. (a) The General Partner shall hold an annual meeting of Partners beginning in the year 2007.
(b) The General Partner may call a special meeting of the Partnership and the Parallel Vehicles
(c) Any action required to be, or which may be, taken at any special meeting by

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

Any annual or

special meeting of the Partnership may be held in person or by means of telephone or similar communications equipment by means of which all Persons participating in such meeting can hear each other.

- (d) A Limited Partner (or a Combined Limited Partner, as applicable) may vote at any meeting either in person or by a proxy which such Limited Partner (or Combined Limited Partner, as applicable) has duly executed in writing. The General Partner may permit Persons other than Partners (or Combined Partners, as applicable) to participate in a meeting; provided that no such Person shall be entitled to vote.
- (e) The chairman of any special meeting shall be a Person affiliated with and designated by the General Partner. A Person designated by the General Partner shall keep written minutes of all of the proceedings and votes of any such meeting.
- (f) The General Partner may set in advance a record date for determining the Limited Partners (or Combined Limited Partners, as applicable) entitled to notice of and to vote at any meeting or entitled to express consent to any action in writing without a meeting.

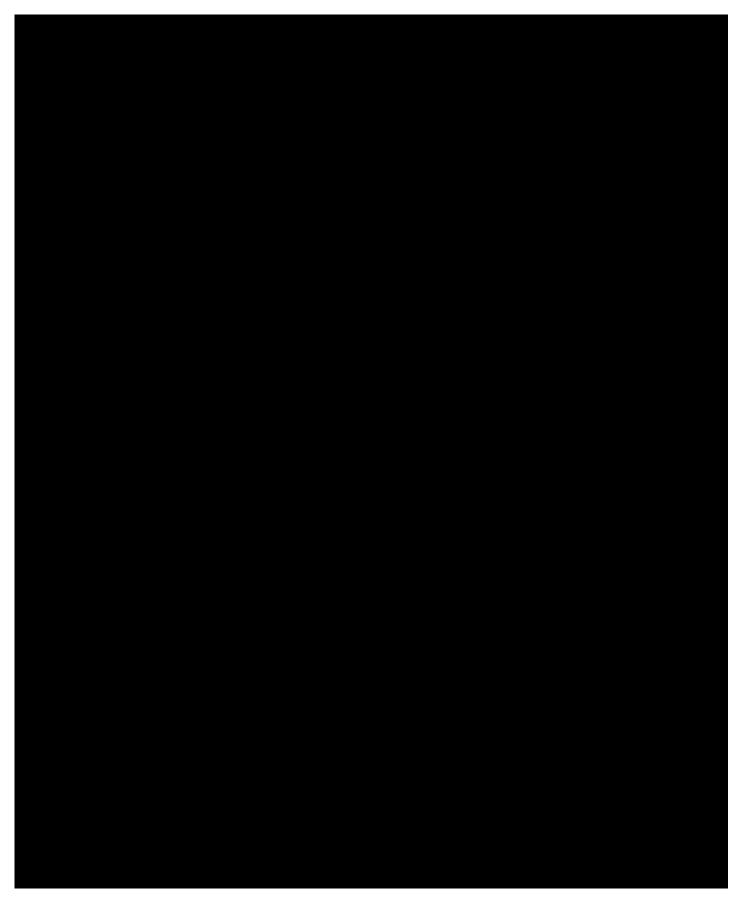
# ARTICLE VIII

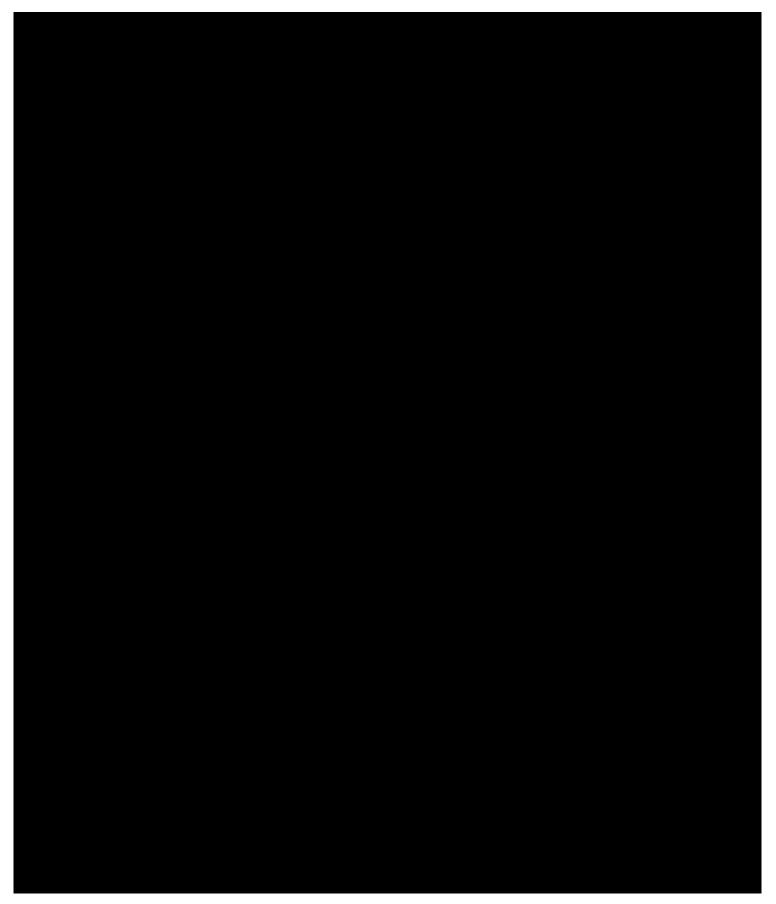
# Transfers, Withdrawals and Default

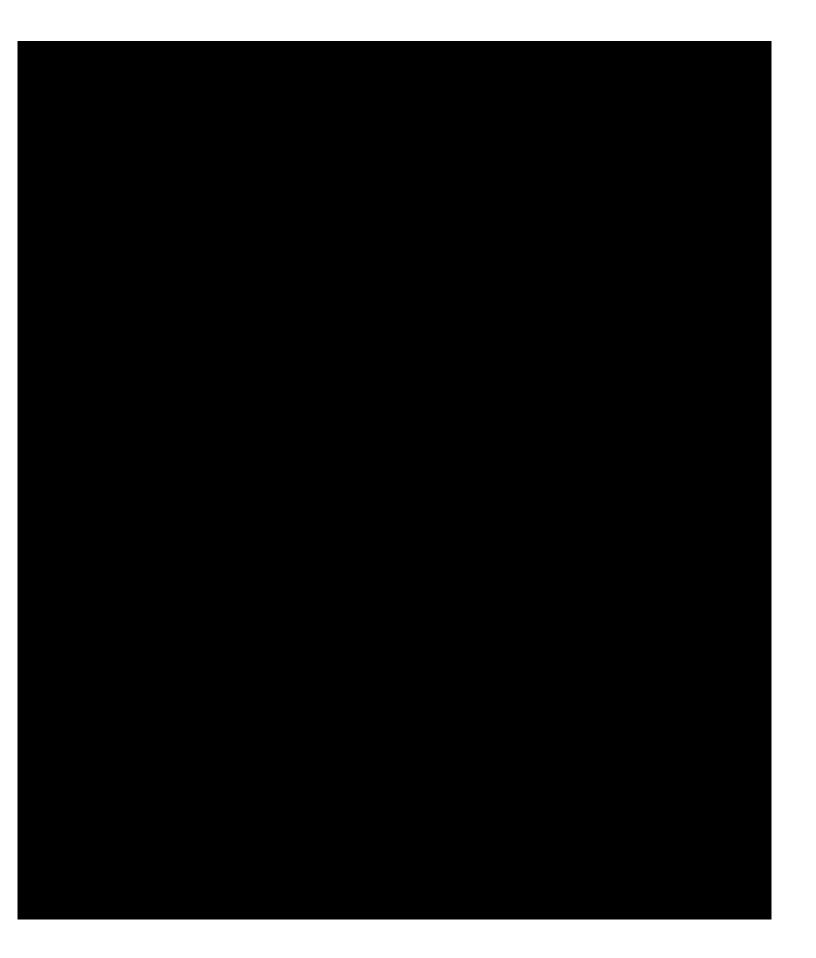
8.1. Transfer and Withdrawal of the General Partner.

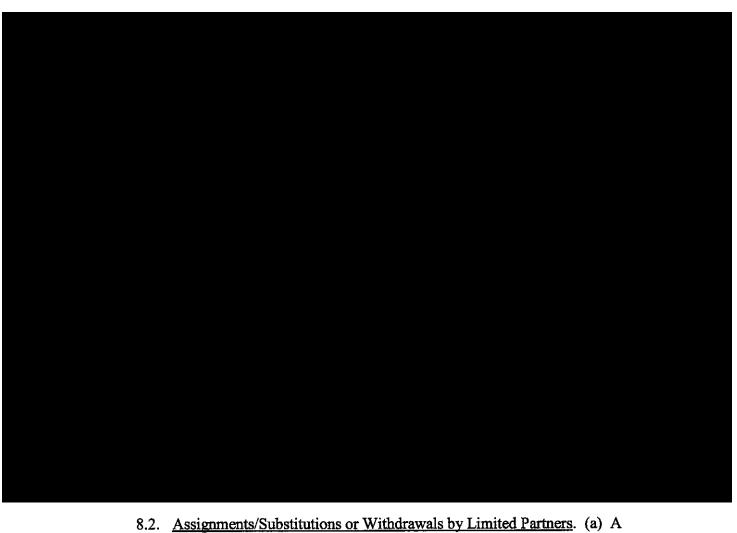
In the event of an assignment or other transfer of all of its interest as a general partner of the Partnership in accordance with this Section 8.1, upon execution of a counterpart to this Agreement, its assignee or transferee shall be substituted in its place and admitted as general partner of the Partnership effective immediately prior to such assignment or other transfer and immediately thereafter the General Partner shall withdraw as a general partner of the Partnership and cease to be a general partner of the Partnership.







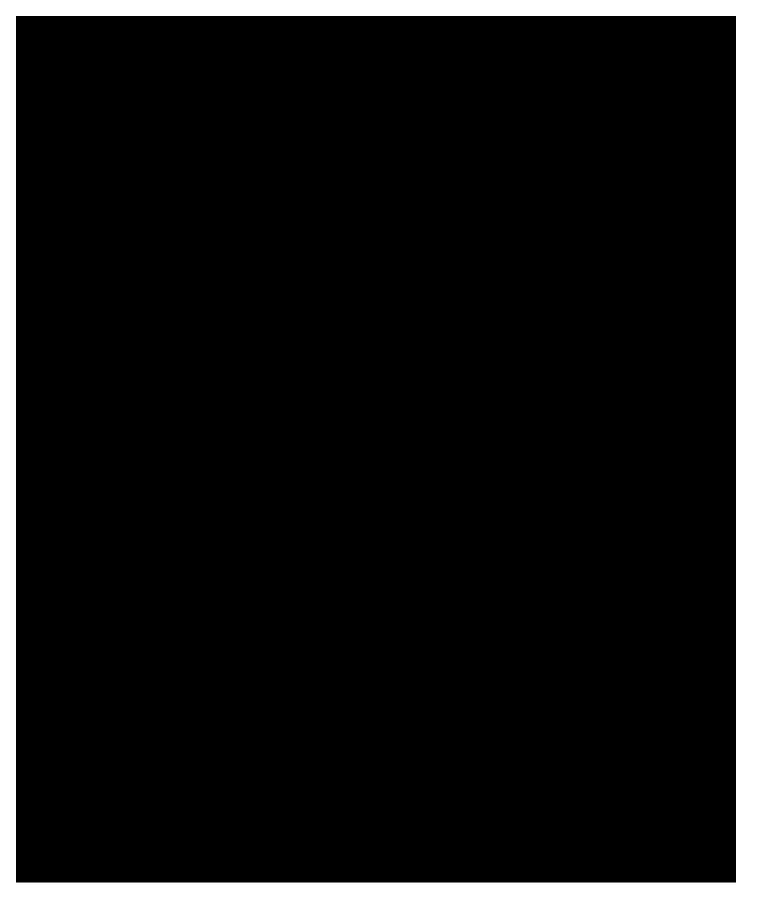




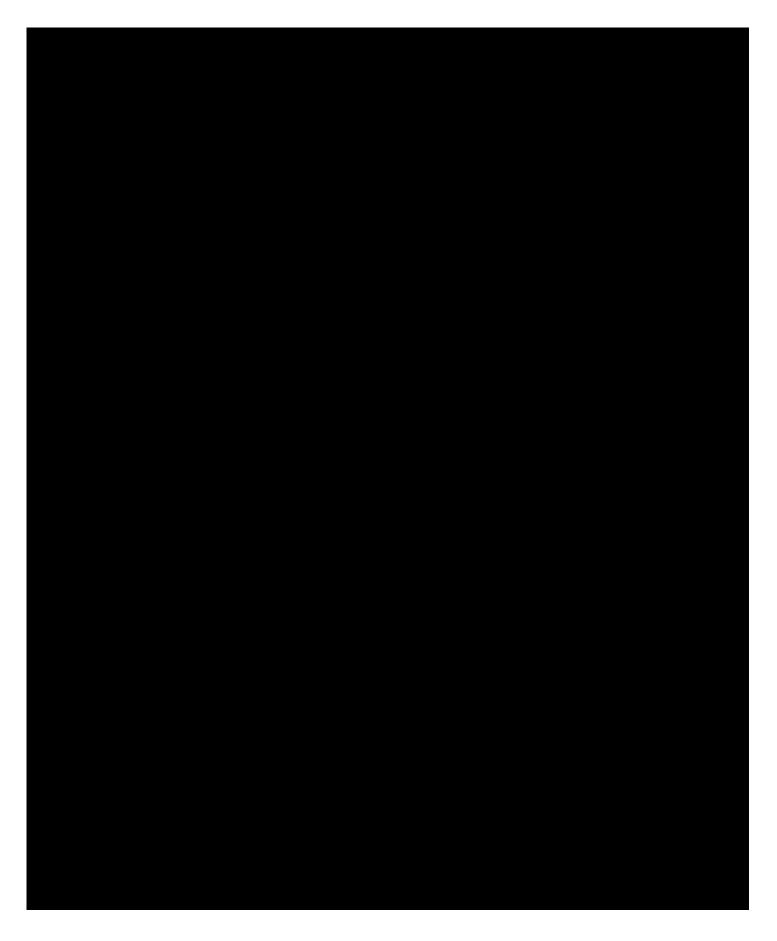
Limited Partner may not, directly or indirectly, sell, assign, pledge, exchange or otherwise transfer its Interest in whole or in part to any Person (an "Assignee") without the prior written consent of the General Partner.

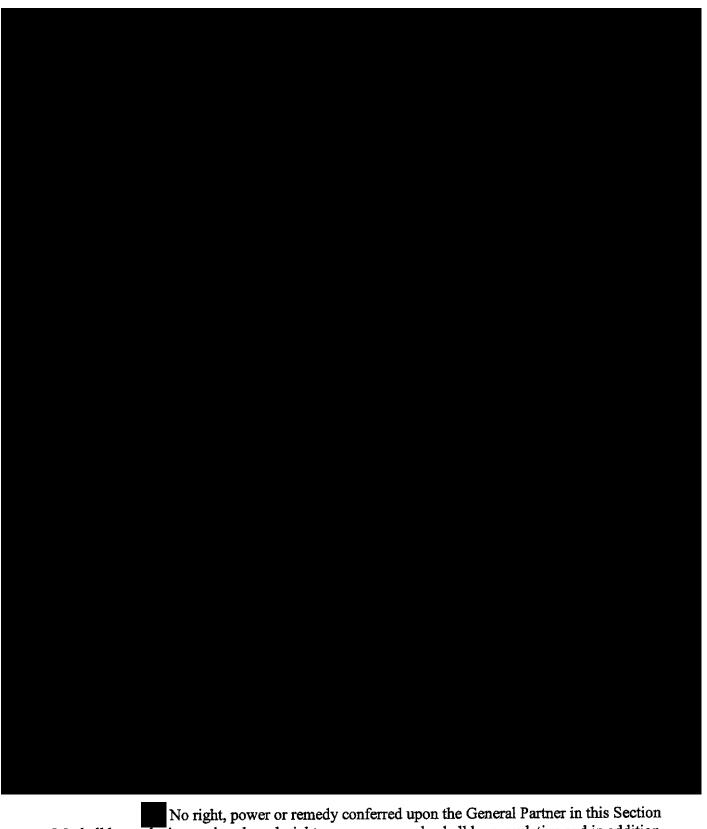


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admitted as a substitute Limit	nee of an Interest in the Partners ted Partner in the Partnership wi be given or withheld in its sole a	thout the consent of the Gene	eral



8.3. <u>Defaulting Limited Partner</u> .				
If any Limited Partner fails to make, when due, any portion of the Capital Contribution required to be contributed by such Limited Partner pursuant to this Agreement or to make any Direct Payment or any other payment required to be made by it hereunder when required to be made, then the Partnership shall promptly provide written notice of such failure to such Limited Partner. If such Limited Partner fails to make such Capital Contribution, Direct				
Payment or other payment such Limited Partner shall be deemed a "Default	after receipt of such notice, then (i)			
Sections 8.3(c) through (h) shall apply. For the not be deemed a Defaulting Limited Partner sole an Investment pursuant to Section 3.2(a) and (c)	ly by virtue of being excused or excluded from			

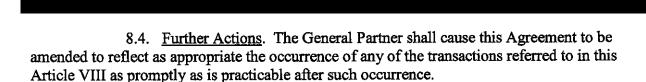




No right, power or remedy conferred upon the General Partner in this Section 8.3 shall be exclusive, and each such right, power or remedy shall be cumulative and in addition to every other right, power or remedy whether conferred in this Section 8.3 or now or hereafter available at law or in equity or by statute or otherwise.

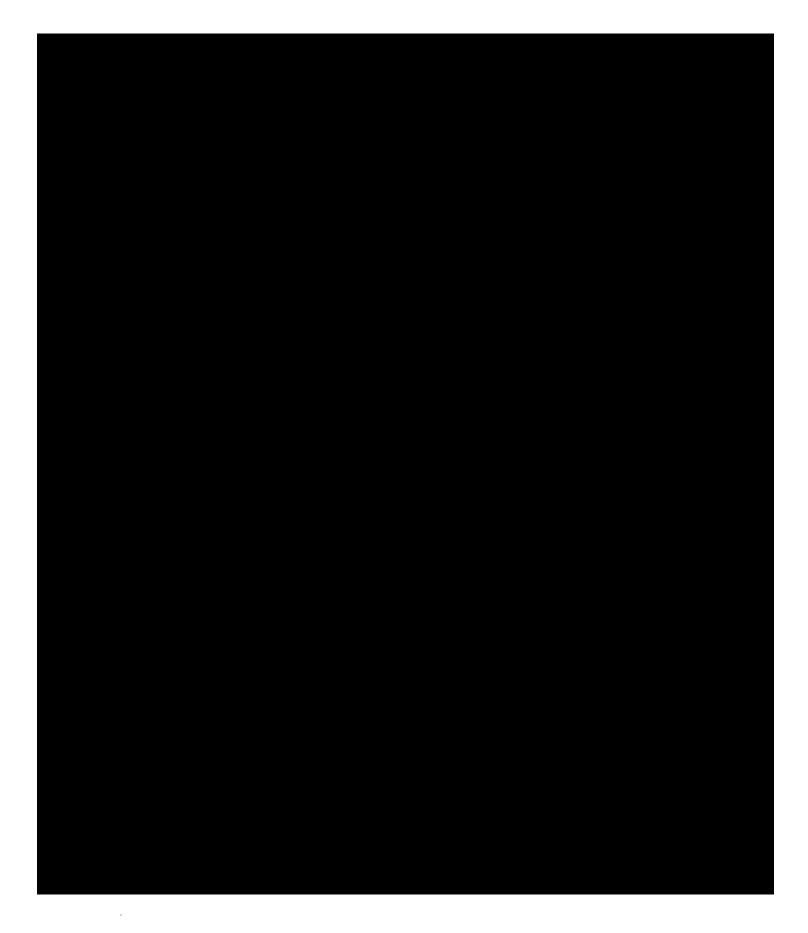


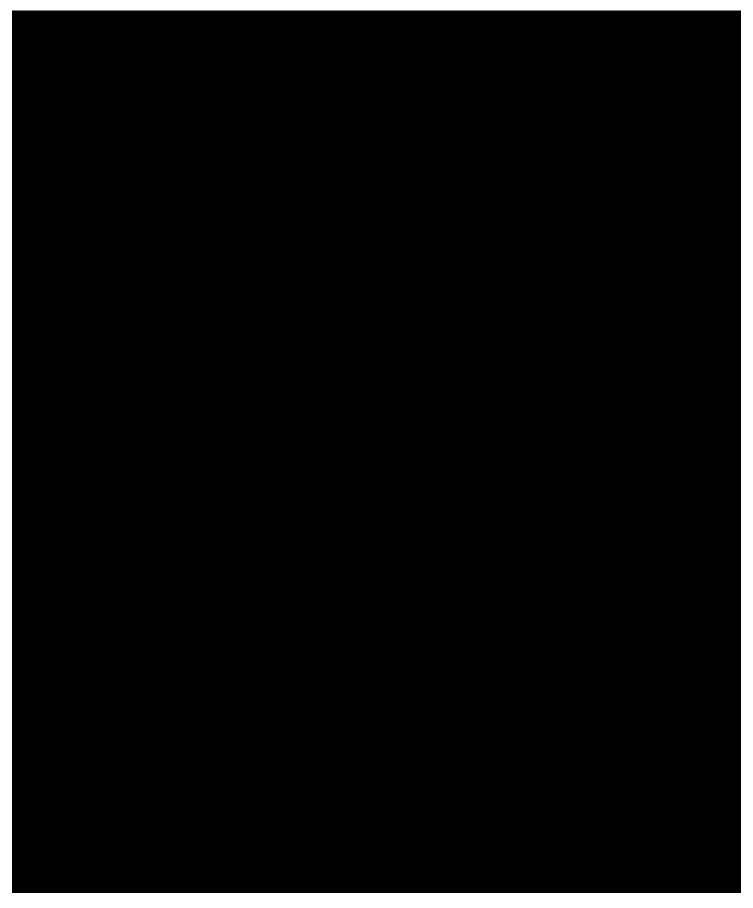
Each Limited Partner acknowledges by its execution hereof that it has been admitted to the Partnership in reliance upon its agreements under this Section 8.3 (as well as the other provisions of this Agreement), that the General Partner and the Partnership may have no adequate remedy at law for a breach hereof and that damages resulting from a breach hereof may be impossible to ascertain at the time hereof or of such breach. It is specifically agreed that any amount due to be paid, forfeited or otherwise deducted from any amount otherwise due to be paid to any Limited Partner, or any abrogation of rights in respect of allocations, distributions or withdrawals, due to be made pursuant to the provisions of this Article VIII constitutes a specified penalty or consequence permitted by Section 17-306 of the Act.



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

8.0	6. Required/Elective Withdrawals. (a) A Limited Partner may be required to
completely or par	tially withdraw from the Partnership



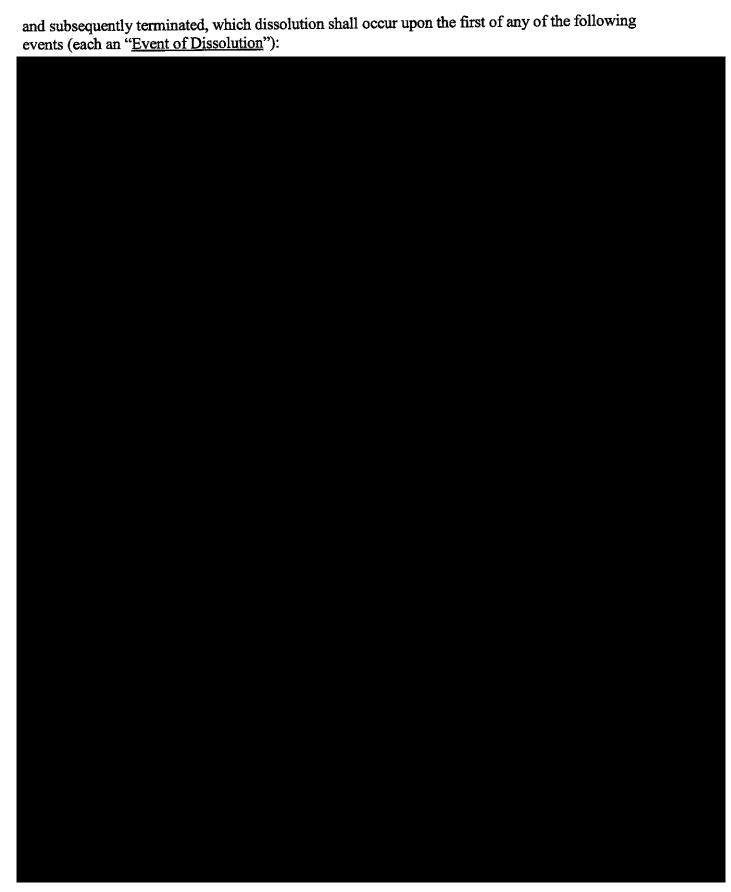




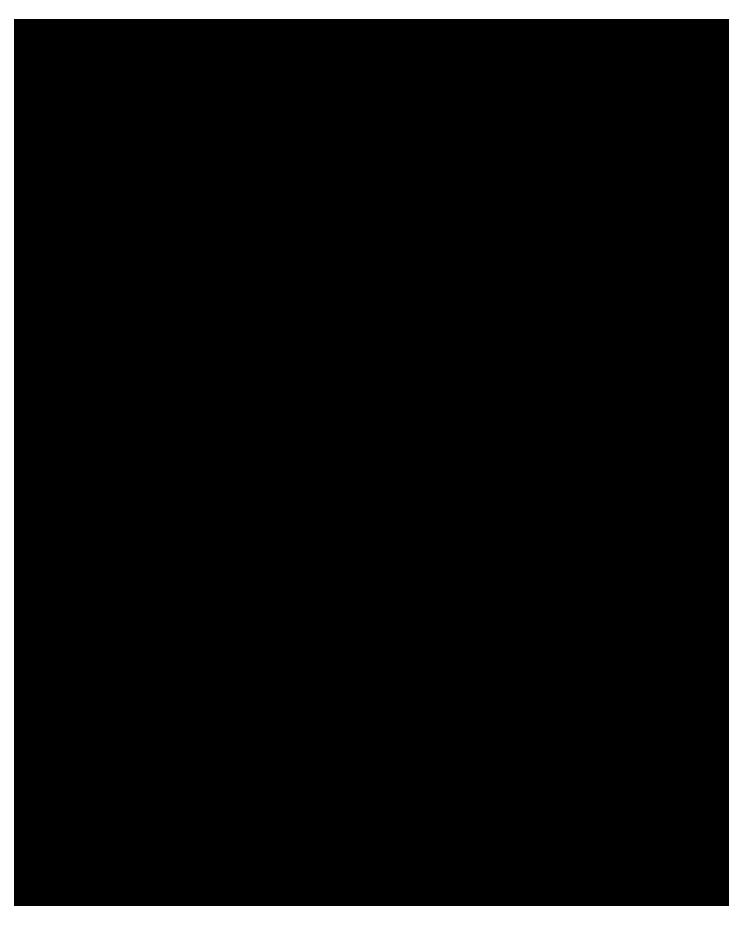
## ARTICLE IX

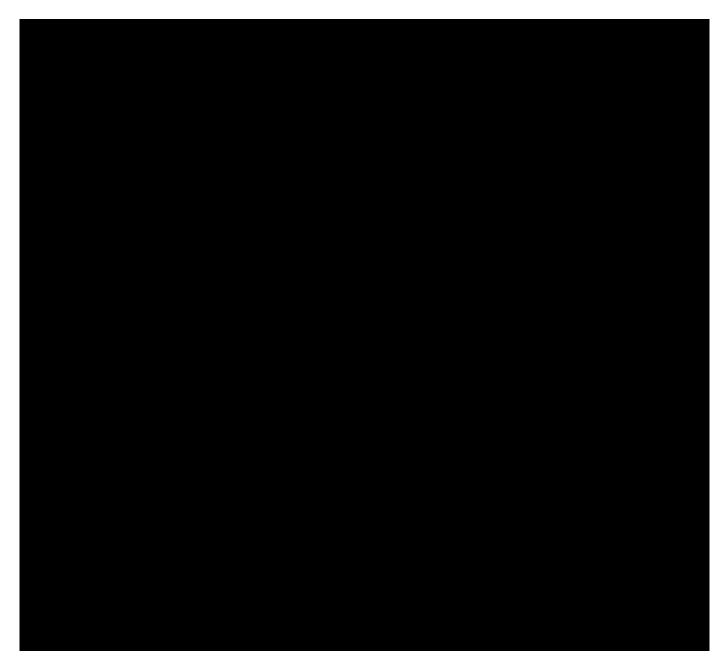
# Term and Dissolution of the Partnership

9.1. <u>Term.</u> (a) The existence of the Partnership commenced on the date of filing of record of the Certificate of Limited Partnership in the office of the Secretary of State of the State of Delaware pursuant to the Act and shall continue until the Partnership is dissolved



The entry of a decree of judicial dissolution under Section 17-802 of the Act.
9.2. Winding-up. Upon the occurrence of an Event of Dissolution, the
Partnership shall be wound up and liquidated.
9.3. <u>Final Distribution</u> . After the Dissolution Sale, the proceeds thereof and the other assets of the Partnership shall be distributed in one or more installments in the following
order of priority:





ARTICLE X

# Capital Accounts and Allocations of Profits and Losses

10.1. Capital Accounts.



- Except as provided in Section 9.4, no Partner shall be required to pay to the Partnership or to any other Person the amount of any negative balance which may exist from time to time in such Partner's Capital Account, including at the time of liquidation of the Partnership.
- 10.2. <u>Allocations of Profits and Losses</u>. Except as otherwise provided herein, Profits, Losses and, to the extent necessary, individual items of income, gain, loss or deduction of the Partnership shall be allocated among the Capital Accounts of the Partners in a manner that as closely as possible gives economic effect to the provisions of Articles III and IX and the other relevant provisions of this Agreement.
- 10.3. <u>Special Allocation Provisions</u>. Notwithstanding any other provision in this Article X:
- (a) Minimum Gain Chargeback. If there is a net decrease in Partnership Minimum Gain or Partner Nonrecourse Debt Minimum Gain (determined in accordance with the principles of United States Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any Partnership taxable year, the Partners shall be specially allocated items of Partnership income and gain for such year (and, if necessary, subsequent years) in an amount equal to their respective shares of such net decrease during such year, determined pursuant to United States Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with United States Treasury Regulations Section 1.704-2(f). This Section 10.3(a) is intended to comply with the minimum gain chargeback requirements in such United States Treasury Regulations Sections and shall be interpreted consistently therewith; including that no chargeback shall be required to the extent of the exceptions provided in United States Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).
- (b) Qualified Income Offset. In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in United States Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Partnership income and gain shall be specially allocated to such Limited Partner in an amount and manner sufficient to eliminate the deficit balance in his Capital Account created by such adjustments, allocations or distributions as promptly as possible.
- (c) Gross Income Allocation. In the event any Limited Partner has a deficit Capital Account at the end of any Fiscal Year which is in excess of the sum of (i) the amount

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

- (e) <u>Payee Allocation</u>. In the event any payment to any Person that is treated by the Partnership as the payment of an expense is recharacterized by a taxing authority as a Partnership distribution to the payee as a partner, such payee shall be specially allocated an amount of Partnership gross income and gain as quickly as possible equal to the amount of the distribution.
- (f) <u>Nonrecourse Deductions</u>. Nonrecourse Deductions shall be allocated to the Partners in accordance with their respective Capital Contributions.
- (g) <u>Partner Nonrecourse Deductions</u>. Partner Nonrecourse Deductions for any taxable period shall be allocated to the Partner who bears the economic risk of loss with respect to the liability to which such Partner Nonrecourse Deductions are attributable in accordance with United States Treasury Regulations Section 1.704-2(j).
- (h) <u>Certain Interest Expense</u>. Interest expense described in Section 4.2(c) shall be specially allocated pro rata to the Partners other than those Partners making a Capital Contribution pursuant to Section 4.2(c).
- (i) Special Allocation. Any special allocation of income or gain pursuant to Section 10.3(b) or (c) hereof shall be taken into account in computing subsequent allocations pursuant to Section 10.2 and this Section 10.3(i), so that the net amount of any items so allocated and all other items allocated to each Partner shall, to the extent possible, be equal to the net amount that would have been allocated to each Partner if such allocations pursuant to Section 10.3(b) or (c) had not occurred.

(k) <u>Organizational Expenses</u>. Organizational Expenses shall be allocated to the Partners in accordance with their Direct Payments and Capital Contributions in respect thereof.



- (b) If the Partnership makes in kind distributions pursuant to Section 3.4(b), then, for United States federal income tax purposes only, taxable gain and taxable loss on the Disposition of such Investment shall be specially allocated among the Partners such that, to the maximum extent possible, Partners who receive cash or other proceeds from such Disposition rather than in kind distributions shall be allocated taxable gain and loss equal to the amount of taxable gain and loss they would have been allocated, with respect to the amount of the Investment sold on their account, if such Investment were sold and no in kind distributions were made, Partners who receive in kind distributions will be allocated no taxable gain or loss with respect to such in kind distribution.
- 10.5. Other Allocation Provisions. The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with United States Treasury Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such regulations.

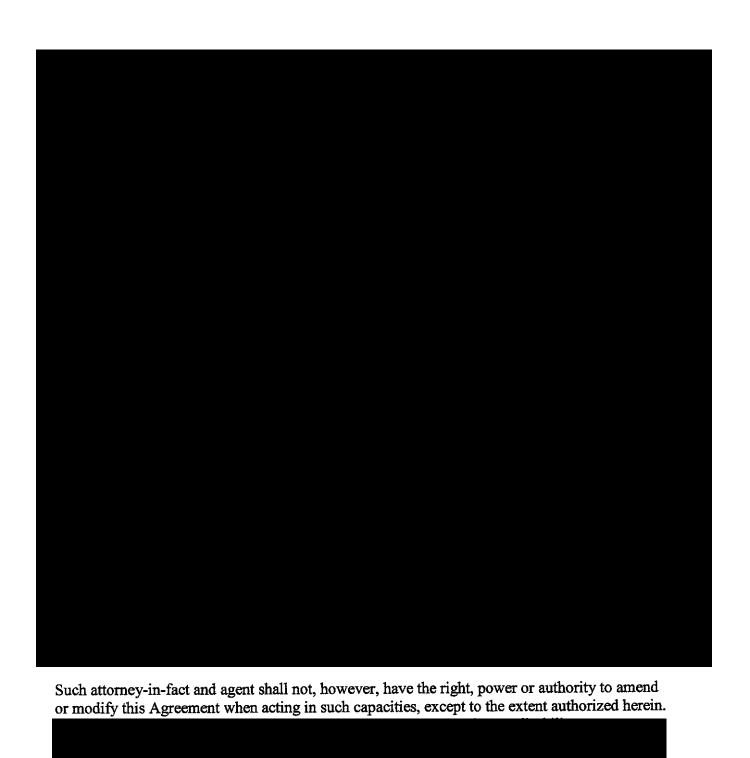


#### ARTICLE XI

### Miscellaneous

- 11.1. <u>Waiver of Accounting and Partition</u>. Except as may be otherwise required by law, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for an accounting or for partition or similar action of any of the Partnership's property.
- and appoints the General Partner, with full power of substitution, the true and lawful attorney-infact and agent of such Limited Partner, to execute, acknowledge, verify, swear to, deliver, record and file, in its or its assignee's name, place and stead, all in accordance with the terms of this Agreement, all instruments, documents and certificates which may from time to time be required by the laws of the United States of America, the State of Delaware, any other jurisdiction in which the Partnership conducts or plans to conduct its affairs, or any political subdivision or agency thereof to effectuate, implement and continue the valid existence and affairs of the Partnership, including, without limitation, the power and authority to verify, swear to, acknowledge, deliver, record and file:



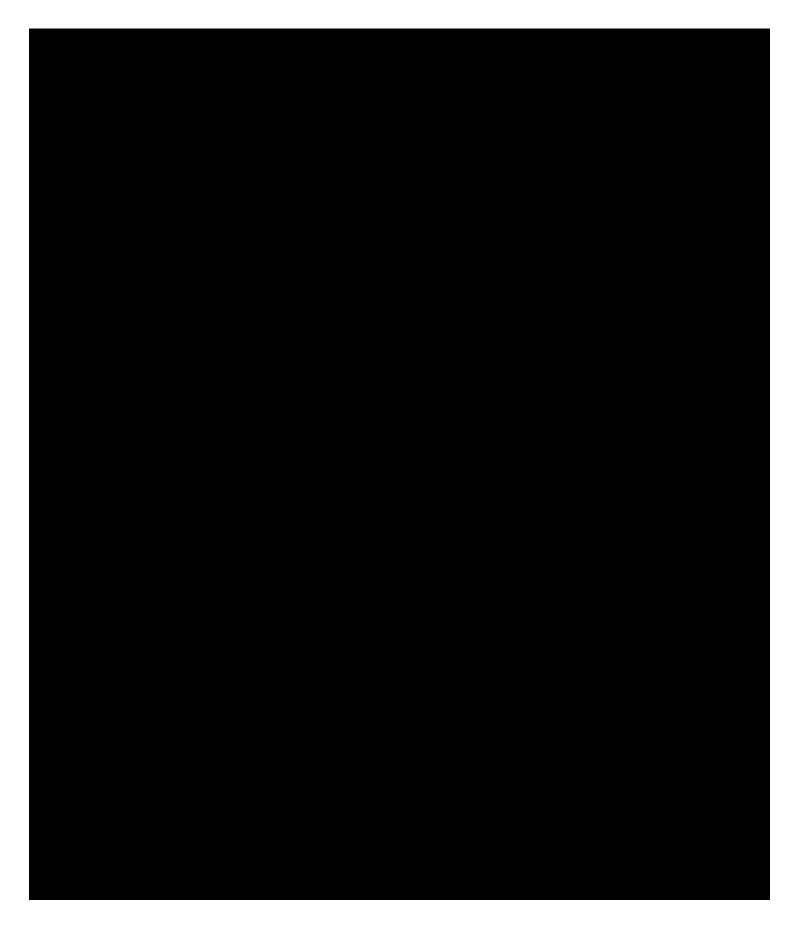


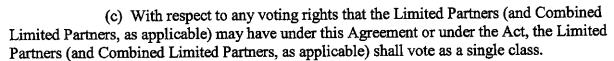
be coupled with an interest, shall be irrevocable, shall survive and not be affected by the subsequent dissolution, bankruptcy, incapacity or legal disability of the Limited Partner and shall extend to its successors and assigns; and may be exercisable by such attorney-in-fact and agent for all Limited Partners (or any of them) required to execute any such instrument, and executing such instrument acting as attorney-in-fact with or without listing all of the Limited Partners executing an instrument. Any Person dealing with the Partnership may conclusively presume and rely upon the fact that any instrument referred to above, executed by such attorney-in-fact

and agent, is authorized, regular and binding, without further inquiry. If required, each Limited Partner shall execute and deliver to the General Partner within ten (10) calendar days after the receipt of a request therefor, such further designations, powers of attorney or other instruments as the General Partner shall reasonably deem necessary for the purposes hereof. The General Partner agrees that it will not exercise the power of attorney granted herein with respect to a Limited Partner if such Limited Partner has notified the General Partner in writing that such exercise would contravene any federal, state or local law to which such Limited Partner is or may become subject.

11.3. <u>Amendments</u>. (a) Except as required by law, this Agreement may be amended or supplemented





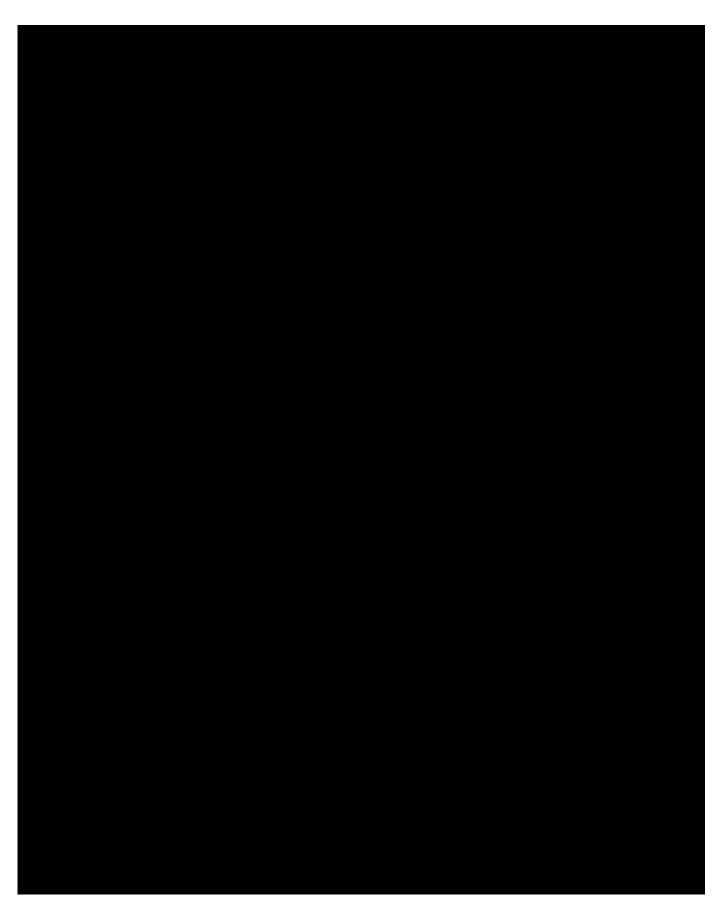




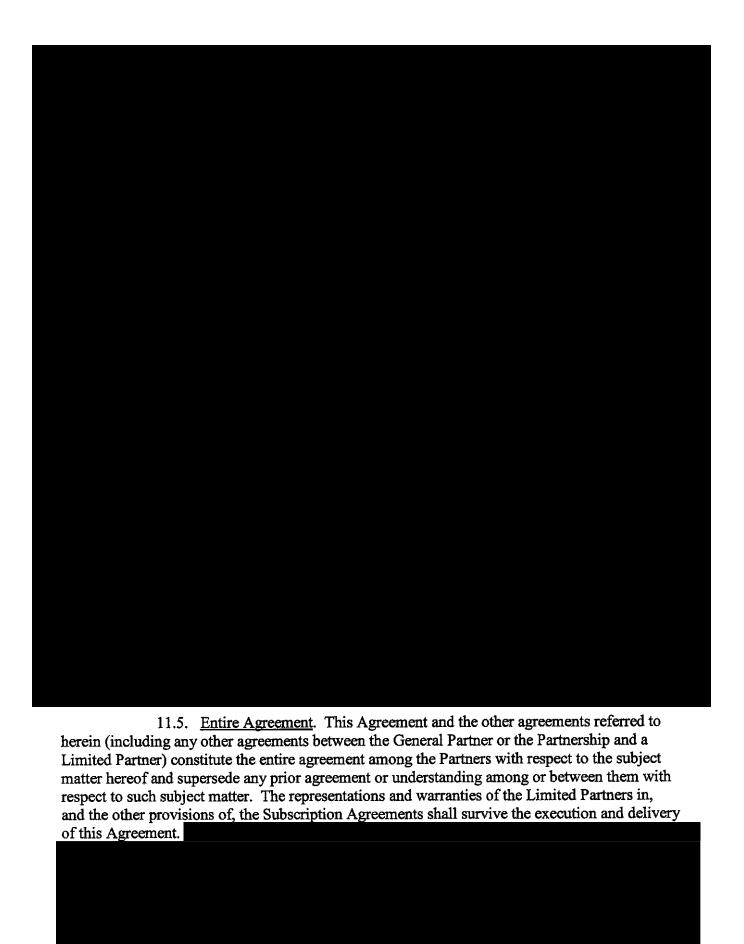
Investment Advisor, the Partnership or any of their Affiliates, on the one hand, and any Limited Partner, on the other, shall be presumed to include confidential, proprietary, trade secret and other sensitive information and, unless otherwise agreed to in writing by the General Partner, each Limited Partner will maintain the confidentiality of information which is non-public information furnished by or on behalf of the General Partner, the Investment Advisor, the Partnership or any of their Affiliates regarding the General Partner, the Investment Advisor or the Partnership (including information regarding any Person in which the Partnership holds, or contemplates acquiring, any Investments) received by such Limited Partner in accordance with such procedures as it applies generally to information of this kind (including procedures relating to information sharing with Affiliates)











- 11.6. Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision which is not essential to the effectuation of the basic purposes of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable and contrary to the Act or existing or future applicable law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid. In that case, this Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of any applicable law, and in the event such term or provision cannot be so limited, this Agreement shall be construed to omit such invalid or
- 11.7. Notices. (a) All notices, reports, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) mailed, registered mail, first-class postage paid, (ii) sent by overnight mail or courier, (iii) transmitted via telegram, telex or facsimile, (iv) posted on the Partnership's intranet website in accordance with Section 11.7(b) or (v) delivered by hand, if to any Limited Partner, at such Limited Partner's address, or to such Limited Partner's facsimile number, as set forth in such Limited Partner's Subscription Agreement, and if to the Partnership or to the General Partner, to the General Partner c/o The Carlyle Group, 1001 Pennsylvania Avenue, Suite 220 South, Washington, D.C. 20004, or to such other Person or address as any Partner shall have last designated by notice to the Partnership, and in the case of a change in address by the General Partner, by notice to the Limited Partners. Any notice, report, request, demand and other communication will be deemed received (i) if sent by certified or registered mail, return receipt requested, when actually received, (ii) if sent by overnight mail or courier, when actually received. (iii) if sent by telegram or telex or facsimile transmission, on the date sent provided confirmatory notice is sent by first-class mail, postage prepaid, (iv) if delivered by hand, on the date of receipt and (v) if posted on the Partnership's intranet website in accordance with Section 11.7(b) on the day an e-mail is sent to the Limited Partner instructing it that a notice has been posted; provided that if such e-mail is sent after 5:00 pm Eastern Standard Time or on a day that is not a Business Day, such notice shall be deemed received on the next succeeding Business Day. On or prior to the date of each Limited Partner's admission to the Partnership, the General Partner shall furnish each Limited Partner with the address of the Partnership's intranet website and a password permitting access thereto.
- (b) The General Partner may, in its discretion, provide any notice, report, request, demand, consent or other communication to a Limited Partner by posting such notice on the Partnership's intranet website and sending an e-mail to such Limited Partner notifying it of such posting unless such Limited Partner has elected not to receive notices, reports, requests, demands or other communications via the Partnership's intranet website in its Subscription Agreement.

unenforceable provisions.

- and construed in accordance with the laws of the State of Delaware. In particular, the Partnership is formed pursuant to the Act, and the rights and liabilities of the Partners shall be as provided therein, except as herein otherwise expressly provided.
- 11.9. <u>Successors and Assigns</u>. Except with respect to the rights of Indemnified Parties hereunder, none of the provisions of this Agreement shall be for the benefit of or enforceable by the creditors of the Partnership or other third parties and this Agreement shall be binding upon and inure to the benefit of the Partners and their legal representatives, heirs, successors and permitted assigns.
- 11.10. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.
- 11.11. <u>Interpretation</u>. (a) Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter.



- 11.12. <u>Headings</u>. The section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.
- 11.13. <u>Delivery of Certificate of Limited Partnership, etc.</u> The General Partner shall as promptly as is reasonably practicable provide a copy of the Certificate of Limited Partnership, this Agreement and any amendment to this Agreement to each Limited Partner.

11.14. <u>Partnership Tax Treatment</u>. The Partners intend for the Partnership to be treated as a partnership for United States federal income tax purposes and no election to the contrary shall be made.

11.15. Counsel to the Partnership. Counsel to the Partnership may also be counsel to the General Partner and its Affiliates. The General Partner may execute on behalf of the Partnership and the Partners any consent to the representation of the Partnership that counsel may request pursuant to the New York Rules of Professional Conduct or similar rules in any other jurisdiction ("Rules")



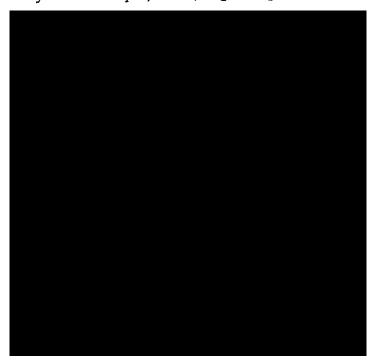
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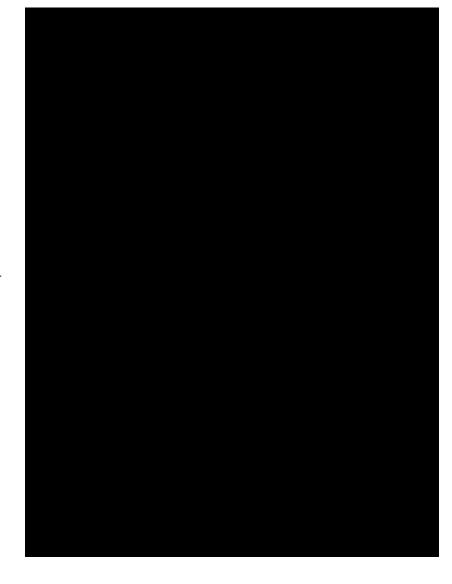
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

GENERAL PARTNER:

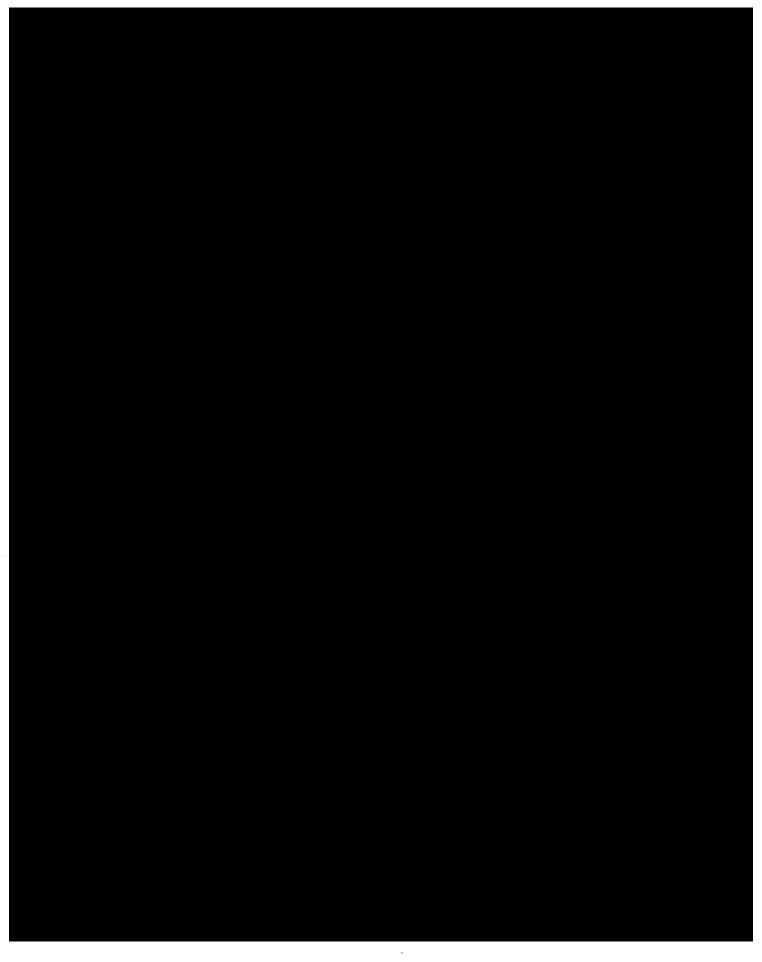
TC GROUP V, L.P.

By: TC Group V, L.L.C., its general partner



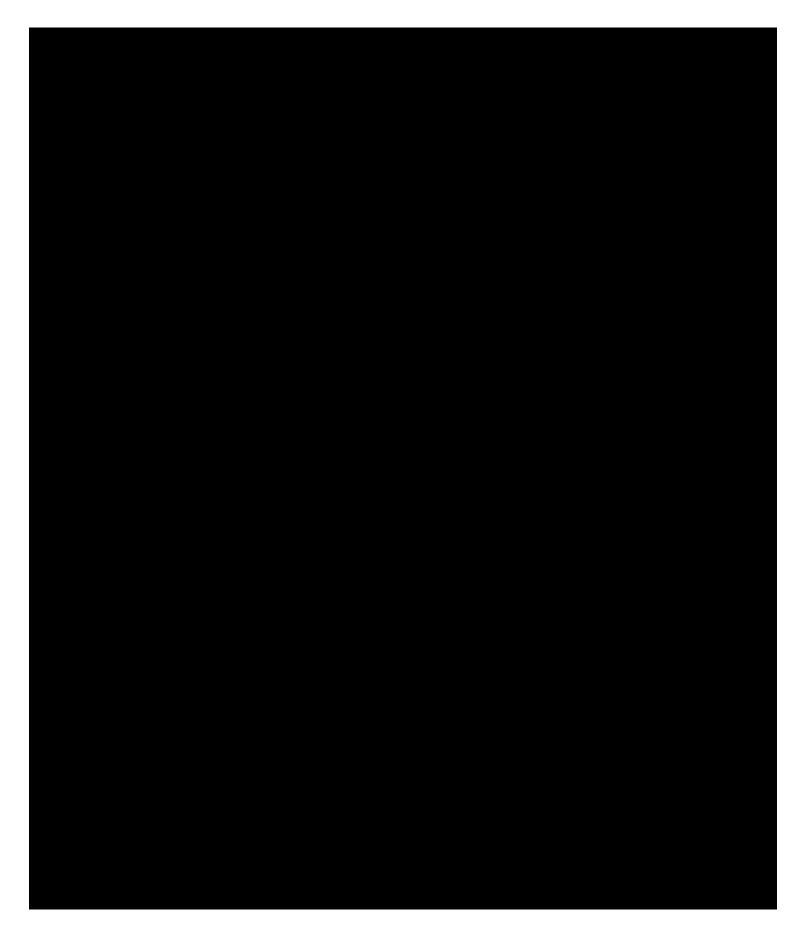


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