

(a) Each Limited Partner hereby authorizes the General Partner, on behalf of such Limited Partner, to select one or more persons, who shall not be affiliated with the General Partner, to serve on a committee, the purpose of which shall be to consider and, on behalf of the Limited Partners, approve or disapprove, to the extent required by applicable law, principal transactions and certain other related party transactions. In no event shall any such transaction be entered into unless it complies with applicable law. The foregoing committee shall not be organized for the Partnership until such time as the Partnership may invest its assets other than in the Master Fund and the Old Domestic Fund.

(b) Pursuant to this Section, a Limited Partners' representative (the "Limited Partners' Representative") has been retained for purposes of considering whether to grant, and granting or withholding, investor consent to certain transactions that may give rise to conflicts of interest (for example, the sale of a position by the Old Domestic Fund to the Master Fund). The Limited Partners' Representative acts in the same capacity for other clients of the Management Company. All Limited Partners, by purchasing Interests, consent to the Limited Partners' Representative having such authority.

ARTICLE III

Capital Accounts of Partners and Operation Thereof

Sec. 3.01 Definitions. For the purposes of this Agreement, unless the context otherwise requires:

(a) The term "Accounting Period" shall mean the following periods: Each Accounting Period shall commence immediately after the close of the next preceding Accounting Period. Each Accounting Period hereunder shall close at the close of business on the first to occur of (i) the last day of each fiscal month of the Partnership, (ii) the date immediately prior to the effective date of the admission of a new Partner pursuant to Sec. 4.01, (iii) the date immediately prior to the effective date of an increase in a Partner's Capital Account as a result of an additional Capital Contribution pursuant to Sec. 3.02, (iv) the date a Partner withdraws all or a portion of its Capital Account, (v) the date when the Partnership dissolves or (vi) such other dates as the General Partner determines in its discretion.

(b) The term "Beginning Value" shall, with respect to any Accounting Period, mean the value of the Partnership's Net Assets at the beginning of such Accounting Period after giving effect to withdrawals relating to the immediately preceding Withdrawal Date, any Capital Contributions and deduction of the Management Fee payable as of the beginning of such Accounting Period.

(c) The term "Ending Value" shall, with respect to any Accounting Period, mean the value of the Partnership's Net Assets at the end of such Accounting Period