

withdrawal requests (including for this purpose, withdrawal requests that are not Key Person Withdrawal Requests) are received for any Withdrawal Date which would give rise to aggregate withdrawal proceeds in an amount greater than the Partnership Gate (as defined below) times the net asset value of the Partnership as of such date, the General Partner may, upon consultation with the Management Company, (i) satisfy all such Key Person Withdrawal Requests or (ii) reduce all Key Person Withdrawal Requests pro rata so that only the Partnership Gate times the net asset value of the Partnership as of the Withdrawal Date is withdrawn (35%, or such higher percentage as is determined by the General Partner, with the consent of the Management Company, being referred to as the "Partnership Gate").

(g) If the Partnership Gate is triggered with respect to a Withdrawal Date occurring during the Key Person Withdrawal Period, then, except as described below, the Partnership shall satisfy the withdrawal requests received for such Withdrawal Date as follows: (a) if a Key Person Withdrawal Request from any Limited Partner received for such Withdrawal Date is equal to or less than the Partnership Gate times the net asset value of such Limited Partner's Capital Account as of such date, the General Partner shall fully satisfy such withdrawal request; and (b) if a Key Person Withdrawal Request from any Limited Partner received for such Withdrawal Date is greater than the Partnership Gate times the net asset value of such Limited Partner's Capital Account as of such date, the General Partner shall reduce such withdrawal request so that only the Partnership Gate times the net asset value of such Limited Partner's Capital Account is withdrawn as of such Withdrawal Date. If after application of (a) and (b), there remains additional amounts that can be withdrawn as a result of the Partnership Gate (such remaining amount, the "Unused Gate Amount," and the quotient resulting from dividing the Unused Gate Amount by the net asset value of the Partnership being referred to as the "Remaining Gate Percentage"), then any Limited Partner's unsatisfied Key Person Withdrawal Requests shall be satisfied up to an amount equal to the Remaining Gate Percentage times the net asset value of the unsatisfied portion of such Limited Partner's Capital Account. The procedure set forth in this paragraph shall be repeated until there are no additional amounts which can be withdrawn as a result of the Partnership Gate.

(h) For purposes of measuring the applicability of the Partnership Gate to a Limited Partner's initial Key Person Withdrawal Request that falls on a month-end other than a calendar quarter-end, the Partnership shall aggregate withdrawal requests for (i) such month-end, (ii) the Withdrawal Date relating to the calendar quarter-end immediately preceding such month-end and (iii) the prior month-end if the relevant month-end falls on the second month of the quarter.

(i) If a Limited Partner submits a Key Person Withdrawal Request, but such Key Person Withdrawal Request is not fully satisfied, such Limited Partner shall be required to submit a separate Key Person Withdrawal Request for the next Withdrawal Date as of which it wishes to withdraw additional portions of its Capital Account. Unsatisfied Key Person Withdrawal Requests shall not be entitled to any priority on subsequent Withdrawal Dates and shall be further subject to the gate provisions and any other applicable limitation. Unsatisfied portions of any Key Person Withdrawal Request shall continue to be at risk of the Partnership's business (although a Key Person