

(g) The General Partner shall give at least 15 days' prior written notice to each Limited Partner that is a BHC Limited Partner (as defined below) of any proposal to distribute property in kind to such Limited Partner and the proposed date of such distribution, and shall not make any such distribution in kind to the extent that such Limited Partner advises the General Partner at least five days prior to the date set forth in such notice for such distribution that such distribution in kind could reasonably be expected to cause it to violate the Bank Holding Company Act of 1956, as amended (the "BHCA"). A "BHC Limited Partner" shall mean any Limited Partner that is, or is an affiliate of, a bank holding company (as defined in Section 2(a) of the BHCA) that is subject to the provisions of Regulation Y issued by the Board of Governors of the Federal Reserve System.

Sec. 5.06 Effective Date of Withdrawal. Unless otherwise specified herein, the effective date of a Partner's withdrawal shall mean (i) the Withdrawal Date in the case of a withdrawal pursuant to Sec. 5.02(a) or the last day of the first fiscal quarter ending three months after the Notice Date in the case of a withdrawal pursuant to Sec. 5.03, or (ii) the date determined by the General Partner if such Partner shall be required to withdraw from the Partnership pursuant to Sec. 5.04. In the event the Withdrawal Date of a Partner shall be a date other than the last day of a fiscal year of the Partnership, the Capital Account of the withdrawing Partner shall be adjusted pursuant to Sec. 3.05(a) as if the Withdrawal Date of such Partner's withdrawal were the last day of a fiscal year.

Sec. 5.07 Limitations on Withdrawal of Capital Account.

(a) The right of any Partner or its legal representatives to withdraw any amount from its Capital Account and to have distributed to it any such amount (or any portion thereof) pursuant to this Article V is subject to the provision by the General Partner for all Partnership liabilities in accordance with the Act and for reserves or holdbacks for contingencies (even if such reserves or holdbacks are not in accordance with GAAP procedures) and estimated accrued expenses and liabilities in accordance with Sec. 3.08. In addition, no withdrawal shall be permitted that would result in a Capital Account having a negative balance. The unused portion of any reserve shall be distributed to the Partners to which the reserve applied, with interest, as determined by the General Partner, after the General Partner shall have determined that the need therefor shall have ceased.

(b) The General Partner may suspend the offering of Interests, withdrawal rights and the payment of withdrawal proceeds, in whole or in part, (i) during any period when any stock exchange or over-the-counter market on which the Master Fund's or the Old Domestic Fund's investments are quoted, traded or dealt is closed, other than for ordinary holidays and weekends, or during periods in which dealings are restricted or suspended; (ii) during the existence of any state of affairs as a result of which, in the opinion of the General Partner, disposal of investments by Master Fund or the Old Domestic Fund, or the determination of the value of the withdrawing Limited Partner's Capital Account would not be reasonably practicable or where permitting withdrawals or paying the withdrawal proceeds would, in the opinion of the General Partner, be seriously prejudicial to the non-withdrawing Limited Partners; (iii) during any breakdown in the