

Agreement, or to make any other provision with respect to matters or questions arising under this Agreement that will not be inconsistent with the provisions of this Agreement, in each case so long as such change does not adversely affect the Limited Partners in any material respect; (vii) make a change that is necessary or desirable to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, statute, ruling or regulation of any Federal, state or foreign governmental entity, so long as such change is made in a manner that minimizes any adverse effect on the Limited Partners; (viii) make a change that is required or contemplated by this Agreement; (ix) make a change in any provision of this Agreement that requires any action to be taken by or on behalf of the General Partner or the Partnership pursuant to applicable Delaware law if the provisions of applicable Delaware law are amended, modified or revoked so that the taking of such action is no longer required; (x) prevent the Partnership from in any manner being deemed an "Investment Company" subject to the provisions of the Investment Company Act of 1940, as amended (the "Company Act"); and (xi) make any other amendments similar to the foregoing. Notwithstanding the foregoing, (i) each Partner must approve of any amendment that would reduce its Capital Account; and (ii) any amendment that would reduce the Partners' rights of contribution or withdrawal or that would amend the provisions of this Agreement relating to amendments may be approved by Limited Partners that have in excess of two-thirds of the Partnership Percentages of the Limited Partners holding Interests.

Sec. 8.04 Non-Voting Interests of BHC Limited Partners. The portion of any Interests held for their own account by a BHC Limited Partner whose Interests are determined, at any time, to be in excess of 4.99% (or such greater or lesser percentage as may be permitted or required under Section 4(c)(6) of the BHCA) of the total outstanding aggregate voting Interests of all Limited Partners, excluding any other Interests that are non-voting interests pursuant to this Sec. 8.04, shall be deemed to be non-voting Interests in the Partnership to the extent of such excess above 4.99% (whether or not subsequently transferred, in whole or in part, to any other Person) (collectively, "Non-Voting Interests"), provided that such Non-Voting Interests will be permitted to vote (i) on any proposal to dissolve or continue the business of the Partnership, and (ii) on matters with respect to which voting rights are not considered to be "voting securities" under 12 C.F.R. § 225.2(q)(2), including such matters which may "significantly and adversely" affect a BHC Limited Partner (such as amendments to this Agreement or modifications of the terms of its Interest). A BHC Limited Partner shall not be permitted to vote on the selection of any successor General Partner, and each BHC Limited Partner irrevocably waives its right to vote its Non-Voting Interest on the selection of a successor General Partner under Section 17-801 of the Act, which waiver shall be binding upon such BHC Limited Partner or any person or entity that succeeds to its Interest. To the extent permitted by the BHCA, and except as otherwise provided in this Sec. 8.04 and Sec. 8.05, Non-Voting Interests shall not be counted as Interests held by any Limited Partner for purposes of determining whether any vote or consent required by this Agreement has been approved or given by the requisite percentage of the Limited Partners.

Notwithstanding the foregoing, any BHC Limited Partner may elect to no longer be treated as a BHC Limited Partner for the purposes of this Agreement by delivering written notice of such election to the General Partner. Any such election made by a BHC Limited Partner may be rescinded at any time by providing written notice thereof to the General Partner.