

Death, Bankruptcy or Incapacity of a Partner

In the event of the death, bankruptcy or incapacity of a Partner, the estate or legal representative of such Partner will succeed to the Partner's right to share in net profits or net losses of the Partnership and to receive distributions from the Partnership. The estate or representative may, in the sole discretion of the General Partner, be paid as of the end of the fiscal year during which the Partner died or became bankrupt or incapacitated, the value of such Partner's capital account as of the end of such year in liquidation of the Partner's interest in the Partnership. Alternatively, the General Partner may, in its sole discretion, admit the estate or representative to the Partnership as a Limited Partner. Notwithstanding anything to the contrary, if a Partner dies on a day other than the last day of a fiscal period, net profits or net losses for such fiscal period allocable to the deceased Partner will be allocated between the deceased Partner and his or her estate for Federal income tax purposes.

Special Withdrawal Provision

In the event of the death of Mr. Sparaggis, or in the event that, for a period of more than 60 consecutive days, he becomes incapacitated such that he is unable to participate in the management of the Partnership in the same manner as immediately before the onset of his incapacity or otherwise ceases to be involved in the management of the Partnership, the General Partner shall promptly give written notice to the Limited Partners, and any Partner, upon written notice delivered to the Partnership within 10 days after such notice from the General Partner, may withdraw all or a portion of its capital account at the end of the month in which such notice is given to the Limited Partners.

Payments on Retirement

A Partner retiring in accordance with the Partnership Agreement will be entitled to receive an amount equal to the value of its capital account as of the date of its retirement and the estate or legal representative of any deceased, bankrupt or incapacitated Partner may, in the sole discretion of the General Partner, be paid the value of such Partner's capital account as of the end of the fiscal year during which such Partner died or became bankrupt or incapacitated.

At least 90% of the estimate of this amount will be paid within 30 days after the date of a Partner's retirement or the end of the fiscal year, as the case may be. Promptly after the General Partner has determined the capital accounts of the Partners as of such date (which at the General Partner's sole discretion may be after the Partnership's independent public accountants have completed their examination of the Partnership's financial statements), the Partnership will pay to the retiring Partner or its representative the excess, if any, of the amount to which such Partner is entitled over the amount previously paid, or such Partner will be obligated to pay to the Partnership the excess, if any, of the amount previously paid over the amount to which such Partner is entitled, in each case together with interest thereon, to the extent permitted by applicable law, from the date of retirement or the last day of the fiscal year, as the case may be, to the date of the payment of the excess amount at the effective money market rate at the depository with whom the Partnership maintains its liquid cash assets. The payment to a retiring Partner of such Partner's capital account will be subject to the retention of a reserve for Partnership liabilities as provided in Section 10.02 of the Partnership Agreement. If the reserve (or portion thereof) is later determined by the General Partner to have been in excess of the amount required, the proportionate amount of the excess will be returned to the retired Partner with interest thereon at the effective money market rate at the depository with whom the Partnership maintains its liquid cash assets.

Suspension of Withdrawals

The General Partner may suspend (in whole or in part) the calculation of net asset value, the ability of Limited Partners to withdraw and/or the payout of withdrawal proceeds during any period when:

(a) any stock exchange on which a substantial part of securities owned by the Partnership are traded is closed, otherwise than for ordinary holidays, or dealings thereon are restricted or suspended;