

15. OTHER PROVISIONS OF THE LIMITED PARTNERSHIP AGREEMENT

Term of the Partnership

The Partnership will continue until December 31, 2035 and thereafter from year to year unless dissolved as provided in Section 9.02 of the Partnership Agreement.

Liability of Partners and Indemnification of General Partner and Others

The General Partner is liable to creditors for the debts of the Partnership. However, none of the General Partner, the Investment Manager, their respective members, officers, employees or affiliates, nor any person designated to wind up the affairs of the Partnership pursuant to the Partnership Agreement will be liable for any loss (including losses due to trade errors caused by such persons) or costs arising out of or in connection with any act or activity undertaken (or omitted to be undertaken) in fulfillment of any obligation or responsibility under this Agreement, including any such loss sustained by reason of any investment or the sale or retention of any security or other asset of the Partnership, except for any person exculpated from liability shall not be exculpated from any liability arising from losses caused by his, her or its gross negligence, willful misconduct or violations of applicable law.

The Partnership will, to the fullest extent legally permissible under the laws of the State of Delaware, indemnify the General Partner, the Investment Manager, their respective members, officers, employees and affiliates and any persons designated to wind up the affairs of the Partnership pursuant to the Partnership Agreement (each, an "Indemnitee") from and against any and all loss, liability or expense (including without limitation judgments, fines, amounts paid or to be paid in settlement and reasonable attorney's fees) incurred or suffered in connection with the good faith performance by the Indemnitee of their responsibilities to the Partnership; provided, however, that an Indemnitee will not be indemnified for losses resulting from his, her or its own gross negligence, willful misconduct or violation of applicable laws. To the extent legally permissible, the Partnership will, at the request of the General Partner, advance amounts and/or pay expenses as incurred in connection with its indemnification obligation.

A Limited Partner who does not take part in the management or control of the business of the Partnership will not be personally liable for any debt or obligation of the Partnership in excess of such Partner's capital account. Under certain circumstances, a Limited Partner may, under Delaware law, be required to return for the benefit of creditors amounts previously distributed to him or her.

Amendment of the Partnership Agreement

The Partnership Agreement may be amended by the General Partner, at its sole discretion, in any manner that does not adversely affect any Limited Partner or to effect any changes required by applicable laws or regulations. The Partnership Agreement may also be amended by action of both the General Partner and Limited Partners (which consent may be negative) owning a majority-in-interest of the capital accounts of all the Limited Partners in any manner that does not discriminate among the Limited Partners.

Dissolution of the Partnership

The Partnership may be dissolved at any time by the General Partner, whereupon its affairs will be wound up by the General Partner. The retirement, dissolution or bankruptcy of the General Partner will dissolve the Partnership unless (i) at such time there is another general partner who agrees to continue the business of the Partnership, or (ii) an entity controlled by Mr. Sparaggis is substituted as general partner to continue the business of the Partnership. If there is no remaining general partner who agrees to continue the business of the Partnership or an entity controlled by the General Partner is not substituted as general partner, the affairs of the Partnership will be promptly wound up by the General Partner, or if the General Partner is unavailable, by the person previously designated by the General Partner, or if the General Partner has made no such designation, the person selected by a majority in interest of the capital accounts of the Limited Partners. Such person will take all steps necessary or appropriate to wind up the affairs of the Partnership as promptly as practicable.