

*Proprietary and Confidential*

<b>List of Partners</b>	The list, maintained by the General Partner, setting forth the names, addresses, facsimile numbers, electronic mail addresses and Subscriptions of the Partners.
<b>Management Agreement</b>	Means the Management Agreement between the Partnership and the Investment Manager, as may be amended from time to time in accordance with the terms thereof.
<b>Management Fee</b>	As set forth in 5.2.2.1.
<b>Management Fee Rate</b>	As set forth in 5.2.2.1.
<b>Net Gain or Loss</b>	<p>The profit or loss of the Partnership determined, in accordance with U.S. federal income tax accounting principles, excluding any items specially allocated pursuant to 8.2.2, 8.2.3 or 8.3, and computed with the following adjustments:</p> <ul style="list-style-type: none"> <li>(i) Items of gain, loss, and deduction shall be computed based upon the Carrying Values of the Partnership's assets (in accordance with Treasury Regulation Sections 1.704-1(b)(2)(iv)(g) and/or 1.704-3(d)) rather than upon the assets' adjusted bases for federal income tax purposes;</li> <li>(ii) Any tax-exempt income received by the Partnership shall be included as an item of gross income;</li> <li>(iii) Any expenditure of the Partnership described in Section 705(a)(2)(B) of the Code (including any expenditures treated as being described in Section 705(a)(2)(B) pursuant to Treasury Regulations under Section 704(b) of the Code) shall be treated as a deductible expense;</li> <li>(iv) The amount of any adjustment to the Carrying Value of any Partnership asset pursuant to Section 734(b) or Section 743(b) of the Code that is required to be reflected in the Capital Accounts of the Partners pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m) shall be treated as an item of gain (if the adjustment is positive) or loss (if the adjustment is negative), and only such amount of the adjustment shall thereafter be taken into account in computing items of income and deduction;</li> <li>(v) The amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in kind to a Partner (or to any Approved Agent on behalf of a Partner) shall be included in the computation as an item of income or loss, respectively; and</li> <li>(vi) The amount of any unrealized gain or unrealized loss with respect to the assets of the Partnership that is reflected in an adjustment to the Carrying Values of the Partnership's assets pursuant to clause (ii) of the definition of "Carrying Value" shall be included in the computation as items of income or loss, respectively.</li> </ul>
<b>Nonrecourse Liability</b>	Has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).
<b>Non-Voting Interest</b>	A limited partnership interest in the Partnership that does not entitle the holder to vote, consent or withhold consent with respect to any Partnership matter. Contributions attributable to Non-Voting Interests shall be disregarded, for