

*Proprietary and Confidential***8.2.2 Special Allocations of Items of Loss or Deduction.**

- (a) Items of loss or expense shall be allocated to each Additional Limited Partner to offset such Partner's contribution of an interest-equivalent amount to the extent required by 3.3.1(a)(4).
- (b) The Transfer Expenses, if any, of the Partnership shall be allocated to the transferor or the transferee of the Partnership interest involved to the extent such party bears the economic cost of such expenses pursuant to 11.1.8.
- (c) The amount of any deduction attributable to the Management Fee payable with respect to a particular Partner pursuant to 5.2.2.1 for a period shall be specially allocated to such Partner for such period.

8.2.3 Allocations Following a Default.

Following the failure of a Limited Partner to make a contribution when due, allocations otherwise prescribed by this 8.2 shall be modified as set forth in 6.3.2, as the case may be.

8.3 OTHER SPECIALLY ALLOCATED ITEMS.

After giving effect to the special allocations set forth in Appendix II, the following items of the Partnership shall be specially allocated in the manner set forth below.

- (a) The Partner Interest, if any, of the Partnership shall be allocated to those Partners who made capital contributions that were used to acquire the Temporary Investments giving rise to such Partner Interest, in proportion to the relative amounts of their capital contributions that were so used.
- (b) The Delayed Payment Interest, if any, of the Partnership shall be allocated to all Partners other than the Partner liable to pay such interest in proportion to their respective Contributions.

8.4 ADMISSION OF ADDITIONAL PARTNERS.

If any Person is admitted to the Partnership (or the Subscription of any existing Partner is increased) after the Initial Closing Date but on or before the Final Closing Date, subject to 3.3.1 and 6.2.2, the General Partner shall adjust subsequent allocations of Partnership income, gain, loss and expense otherwise provided for in this Article 8 and Appendix II as necessary so that, after such adjustments have been made each Partner (other than a Defaulting Partner) shall have a Capital Account balance equal to the balance such Partner would have had if (a) it had been admitted to the Partnership on the Initial Closing Date with a Subscription equal to its Subscription immediately following such admission or increase, and (b) it had made all capital contributions in respect of such Subscription when originally due; *provided, however*, that the allocations otherwise required by this 8.4 shall be limited to those permitted by Section 706 of the Code.