

not be entitled to participate in such vote or consent, or to make such decision, with respect to the portion of such BHC Partner's Interest in excess of 4.99% of the Interests, and such vote, consent or decision shall be tabulated or made as if such BHC Partner were not a Partner with respect to such BHC Partner's Interest in excess of 4.99% of the Interests. Each BHC Partner hereby further irrevocably waives its corresponding right to vote for a successor general partner under the Partnership Law with respect to any non-voting interest, which waiver shall be binding upon such BHC Partner and any Person that succeeds to its Interest. In the event that two or more BHC Partners are affiliated, the limitations of this Section 3.5 shall apply to the aggregate Interests held by such BHC Partners and each such BHC Partner shall be entitled to vote its *pro rata* portion of 4.99% of the Interests entitled to vote. Except as provided in this Section 3.5, any Interests of a BHC Partner held as non-voting Interests shall be identical in all respects to the Interests of the other Limited Partners. Any such Interest held as a non-voting Interest shall remain a non-voting Interest in the event that the BHC Partner holding such Interest ceases to be a BHC Partner and shall continue as a non-voting Interest with respect to any assignee or other Transferee of such Interest. Notwithstanding the foregoing, any BHC Partner may elect in writing upon its admission to the Fund for this Section 3.5 not to apply to its Interest. Any such election by a BHC Partner may be rescinded at any time by written notice to the General Partner, *provided* that any such rescission shall be irrevocable.

3.6 Insolvency, Dissolution or Withdrawal of a Limited Partner. The death, bankruptcy, insolvency, liquidation, withdrawal, expulsion or removal of a Limited Partner shall not in and of itself operate to terminate this Agreement or dissolve or terminate the Fund and the estate or trustee in bankruptcy or receiver or liquidator of a deceased, bankrupt, insolvent or dissolved Limited Partner shall not have the right to withdraw such Partner's Capital Contribution or require repayment of such Limited Partner's Loans. No Limited Partner shall withdraw from the Fund prior to the dissolution of the Fund except pursuant to Sections 3.4(c), 4.5(c) or 10.1.

3.7 Advisory Committee.

(a) Appointment of Members, etc. The Manager shall establish within a reasonable time and no later than 30 days after the Final Admission Date an advisory committee (the "Advisory Committee") having at least three voting members appointed by the Manager and, subject to the foregoing, may from time to time appoint one or more additional voting members to the Advisory Committee. Each voting member of the Advisory Committee shall be nominated by a Limited Partner (none of whom shall be an Affiliated Partner) or a limited partner (or similar member) of a Feeder Fund or a Parallel Fund. Each member of the Advisory Committee who has been nominated by a Limited Partner or a limited partner (or similar member) of a Feeder Fund or Parallel Fund shall be required to nominate in writing to the Manager one or more alternate members of the Advisory Committee. Such alternates shall have authority to act in the place of such