

without the written consent of non-defaulting BHC Partners having Commitments aggregating in excess of 66⅔% of the Commitments of all non-defaulting BHC Partners;

(ii) change the definition of “ERISA Partner” or modify or amend Section 4.3 or this Section 12.1(b)(ii) or the ERISA-related provisions of Section 3.4, in each case in a manner adverse to the ERISA Partners concerned solely with ERISA matters, without the written consent of non-defaulting ERISA Partners having Commitments aggregating in excess of 66⅔% of the Commitments of all non-defaulting ERISA Partners;

(iii) change the definition of “Public Plan Partner” or modify or amend the Public Plan Partner-related provisions of Sections 3.4 or 4.3 or this Section 12.1(b)(iii), in each case in a manner adverse to the Public Plan Partners, without the written consent of non-defaulting Public Plan Partners having Commitments aggregating in excess of 66⅔% of the Commitments of all non-defaulting Public Plan Partners;

(iv) modify or amend the provisions of Article VI in a manner that would alter the amount or timing of distributions or the allocations of items of income, gain, loss and deduction, or the provisions of Section 7.5 or 11.3, in each case without the written consent of in excess of 66⅔% in Interest;

(v) materially and adversely affect the rights of a Limited Partner in a manner that discriminates against such Limited Partner vis-à-vis the other Limited Partners or increase the Commitment of a Limited Partner without the written consent of such Limited Partner;

(vi) modify or amend the requirement in any provision of this Agreement calling for the consent, vote or approval of a Majority in Interest or other specified percentage in Interest of the Limited Partners, without the written consent of such Majority in Interest or such other specified percentage in Interest, as the case may be, of the Limited Partners (excluding, only if applicable, Affiliated Partners); or

(vii) except as otherwise provided in clauses (i) and (ii) of this Section 12.1(b), change the provisions of this Section 12.1 without the consent of at least 90% in Interest.

(c) Notices of Amendments. Within a reasonable period of time after the adoption of any material amendment in accordance with this Section 12.1 the General Partner shall send to each Limited Partner a copy of such amendment or a written notice describing such amendment.