

Highbridge/Zwirn Special Opportunities Fund, L.P.  
Amended and Restated Limited Partnership Agreement  
May 1, 2003

9.1. Complete Withdrawals of Capital Account. Complete Withdrawals of a Limited Partner's Capital Account may be made as of the last Business Day of the calendar quarter ending at least two years after the Limited Partner initially purchases Interests and as of the second anniversary of that date thereafter (each, a "Withdrawal Date") upon not less than 120 days' prior written Notice to the General Partner. Distributions in connection with complete withdrawals will be payable in the manner provided by Section 9.4(a), 9.7 and 9.8 and will be equal to such Limited Partner's Capital Account on the effective date of withdrawal. Withdrawals may also be made at such other times with the consent of, and upon such terms of payment as may be approved by, the General Partner in its sole discretion. The withdrawal of a Limited Partner shall not dissolve or terminate the Partnership.

9.2. Partial Withdrawals of Capital Account. Partial Withdrawals from a Limited Partner's Capital Account may be made [as] of the last Business Day of the calendar quarter ending at least two years after the Limited Partner initially purchases Interests and as of the second anniversary of that date thereafter; provided, however, such partial withdrawal may be made upon not less than 120 days' prior written Notice to the General Partner. Distributions in connection with partial withdrawals will be payable in the manner provided by Section 9.4(b), 9.7 and 9.8, provided that the Limited Partner's remaining Capital Account balance is not less than \$2,000,000, which provision may be waived by the General Partner. Partial withdrawals may also be made at such other times with the consent of, and upon such terms of payment as may be approved by, the General Partner in its sole discretion.

9.8. Time of Distribution; Reserves. Payment of not less than 90% of the aggregate withdrawal proceeds will generally be effected within 45 calendar days after the applicable Withdrawal Date, subject to the right of the General Partner to delay the payment of such withdrawal proceeds, as necessary in the General Partner's sole discretion, in order to effectuate an orderly withdrawal from any investment. The balance, if any, will be paid as soon as practicable upon completion of the Partnership's annual audited financial statements, for the date ending on the date as of which such withdrawal is made or at such later date as is necessary to protect the Interests of the remaining Limited Partners, as determined by the General Partner in its sole discretion. ....

6.1 Capital Accounts. A "Capital Account" shall be maintained for each Partner. For the Fiscal Period during which a Partner is admitted to the Partnership, the Partner's Capital Account will initially equal the Partner's Initial Capital Contribution. For each Fiscal Period after the Fiscal Period in which a Partner is admitted to the Partnership, the Partner's Capital Account will equal the sum of the amount of the Partner's Capital Account as finally adjusted for the immediately preceding Fiscal Period in accordance with the provisions of this Article VI, increased by the amount of any Additional Capital Contribution made by the Partner as of the first day of the Fiscal Period.

Pinehurst Plus, L.P.  
Third Amended and Restated Limited Partnership Agreement  
January 1, 2006

9.1. Complete Withdrawals of Capital Account.

Complete withdrawals of a Limited Partner's Capital Account may be made as of December 31 of each year (each, a "Withdrawal Date") upon not less than 100 days' prior written notice to the General Partner. Distributions in connection with complete withdrawals will be payable in the manner provided by Section 9.4(a), 9.7 and 9.8 and will be equal to such Limited Partner's Capital Account on the effective date withdrawal. Withdrawals may also be made at such other times with the consent of, and upon such terms of payment as may be approved by, the General Partner in its sole discretion. The withdrawal of a Limited Partner shall not dissolve or terminate the Partnership.

9.2. Partial Withdrawals of Capital Account.

Partial withdrawals from a Limited Partner's Capital Account may be made as of December 31 of each calendar year upon not less than 100 days' prior written notice to the General Partner. Distributions in connection with partial withdrawals will be payable in the manner provided by Section 9.4(b), 9.7 and 9.8, provided that the Limited Partner's remaining Capital Account balance is not less than \$1,000,000, which provision may be waived by the General Partner. Partial withdrawals may also be made at such other times with the consent of, and upon such terms of payment as may be approved by, the General Partner in its sole discretion.

9.8. Time of Distribution; Reserves.

Subject to the provisions of Article IX hereof and the right of the General Partner to delay the payment of withdrawal proceeds, as is necessary in the General Partner's sole discretion, in order to effectuate an orderly withdrawal from the Portfolio Funds, a Limited Partner withdrawing less than 90% of his Capital Account generally will receive 100% of the withdrawal amount within 30 days after the effective date of withdrawal. For all other withdrawals, ten (10) percent of any withdrawal proceeds will be withheld by the Partnership until the completion of the Partnership's annual audited financial statements for the period ending on the date as of which such withdrawal is made, the annual audit of Pinehurst Partners, or at such later date as is necessary to protect the interests of the remaining Limited Partners, as determined by the General Partner in its sole discretion.....

6.1. Capital Accounts.

A "Capital Account" shall be maintained for each Partner. For the Fiscal Period during which a Partner is admitted to the Partnership, the Partner's Capital Account will initially equal the Partner's Initial Capital Contribution. For each Fiscal Period after the Fiscal Period in which a Partner is admitted to the Partnership, the Partner's Capital Account will equal the sum of the amount of the Partner's Capital Account as finally adjusted for the immediately preceding Fiscal Period in accordance with the provisions of this Article VI, increased by the amount of any Capital Contribution made by the Partner as of the first day of the Fiscal Period. ....

Highview Global Macro, L.P.  
Limited Partnership Agreement  
June 11, 2003

9.1. Complete Withdrawals of Capital Account. Complete withdrawals of a Limited Partner's Capital Account may be made as of the last day of a calendar quarter ("Withdrawal Date") upon not less than 45 days' prior written Notice to the General Partner. Distributions in connection with complete withdrawals will be payable in the manner provided by Section 9.3(a), 9.6 and 9.7 and will be equal to such Limited Partner's Capital Account (less accrued Incentive Allocation) on the effective date of withdrawal. Withdrawals may also be made at such other times with the consent of, and upon such terms of payment as may be approved by, the General Partner in its sole discretion. The withdrawal of a Limited Partner shall not dissolve or terminate the Partnership.

9.2. Partial Withdrawals of Capital Account. Partial withdrawals from a Limited Partner's Capital Account may be made as of the last day of a calendar quarter; provided, however, such partial withdrawal may be made upon not less than 45 days' prior written Notice to the General Partner. Distributions in connection with partial withdrawals will be payable in the manner provided by Section 9.3(b), 9.6 and 9.7, provided that the Limited Partner's remaining Capital Account balance (after the accrued Incentive Allocation) is not less than \$100,000, which provision may be waived by the General Partner. Partial withdrawals may also be made at such other times with the consent of, and upon such payment terms as may be approved by, the General Partner in its sole discretion.

9.7. Time of Distribution; Reserves. Payment of the aggregate withdrawal proceeds will generally be effected within 45 calendar days after the applicable Withdrawal Date, subject to the right of the General Partner to delay the payment of such withdrawal proceeds, as necessary in the General Partner's sole discretion, in order to effectuate an orderly withdrawal from any investment. ....

6.1 Capital Accounts. A "Capital Account" shall be maintained for each Partner. For the Fiscal Period during which a Partner is admitted to the Partnership, the Partner's Capital Account will initially equal the Partner's Initial Capital Contribution. At the beginning of each Fiscal Period after the Fiscal Period in which a Partner is admitted to the Partnership, the Partner's Capital Account will equal the sum of the amount of the Partner's Capital Account as finally adjusted for the immediately preceding Fiscal Period in accordance with the provisions of this Article VI, increased by the amount of any Additional Capital Contribution made by the Partner as of the first day of the Fiscal Period. A Partner's Capital Account shall be reduced by the amount of any distribution to, or withdrawal by, such Partner.....