Draft dated April 8, 2018

CONFIDENTIAL

AMENDED AND RESTATED

LIMITED PARTNERSHIP AGREEMENT

OF

NEOTENY 4, LP

(A Delaware Limited Partnership)

Dated as of [_____], 2018

THE LIMITED PARTNERSHIP INTERESTS PROVIDED FOR IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. LIMITED PARTNERS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

EXCEPT AS OTHERWISE PROVIDED IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, A LIMITED PARTNER MAY NOT SELL, ASSIGN, TRANSFER, PLEDGE OR OTHERWISE DISPOSE OF ALL OR ANY PART OF SUCH LIMITED PARTNER'S INTEREST IN THE PARTNERSHIP UNLESS THE GENERAL PARTNER (AS DEFINED HEREIN) HAS CONSENTED THERETO.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE REGULATORY AUTHORITY HAS APPROVED OR DISAPPROVED THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OR THE LIMITED PARTNERSHIP INTERESTS PROVIDED FOR HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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NEOTENY 4, LP
AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT, dated as of this [ ] day of [ ], 2018 (this "**Agreement**"), is by and among Neoteny 4 GP, LLC, a Delaware limited liability company, as the sole general partner (the "**General Partner**"), and those firms, corporations and other Persons listed on the List of Partners as limited partners who execute a counterpart of this Agreement (collectively, the "**Limited Partners**"). The General Partner and the Limited Partners are sometimes referred to herein collectively as the "**Partners**."

WHEREAS, Neoteny 4, LP (the "**Partnership**") was formed as a Delaware limited partnership by the filing of a Certificate of Limited Partnership for the Partnership with the Office of the Secretary of State of the State of Delaware on February 2, 2018; and

WHEREAS, the Partnership is currently governed by a limited partnership agreement dated February 2, 2018 between the General Partner and the Initial Limited Partner (the "**Initial Agreement**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto wish to amend and restate the Initial Agreement to read in its entirety as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. Capitalized terms used herein and not otherwise defined have the meanings assigned to them in Appendix I hereto.

ARTICLE II

ORGANIZATION; POWERS

2.1 Continuation of Limited Partnership. The Partners agree to continue the Partnership subject to the terms of this Agreement in accordance with the Delaware Revised Uniform Limited Partnership Act, as amended from time to time (the "**Delaware Act**"), and the Initial Agreement is hereby amended and restated in its entirety by its deletion and replacement by this Agreement. The Initial Limited Partner hereby withdraws from the Partnership simultaneously with the admission of the first additional Limited Partner, and none of the Partners shall have any claim against the Initial Limited Partner as such.

2.2 Name; Offices. The name of the Partnership is "Neoteny 4, LP". The Partnership shall have the exclusive right to use such name as long as the Partnership continues. The name of the Partnership may be changed at any time by the General Partner without the consent or approval of the Limited Partners. The principal office of the Partnership shall be located initially at c/o Neoteny 4 GP, LLC, c/o Prague & Company, P.C., 15 Walnut Street, Suite 150, Wellesley, Massachusetts 02481. The initial address of the Partnership's registered office in Delaware is

251 Little Falls Drive, Wilmington, County of New Castle, and its initial registered agent at such address for service of process is Corporation Service Company. The General Partner may change the locations of the principal office and registered office of the Partnership to such other locations, and may change the registered agent of the Partnership in Delaware to such other Person, as the General Partner may specify from time to time in a written notice to the other Partners. The General Partner, in its sole discretion, may cause the Partnership to open additional offices.

2.3 Purpose; Powers. The primary purpose of the Partnership is to make venture capital investments, principally by investing in and holding equity, equity-oriented and debt securities of early/seed-stage privately held companies selected by the General Partner. The general purposes of the Partnership are to buy, hold, sell and otherwise invest in securities, whether readily marketable or not; to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to securities held or owned by the Partnership; to enter into, make and perform all contracts and other undertakings; and to engage in all activities and transactions as may be necessary, advisable or desirable, as determined by the General Partner, to carry out the foregoing.

ARTICLE III

PARTNERS

3.1 Names, Addresses and Subscriptions. The name, address, electronic mail address and Subscription of each Partner are set forth in the List of Partners. The General Partner shall cause the List of Partners to be revised, without the necessity of obtaining the consent of any other Partner, to reflect any changes in the information contained thereon occurring pursuant to the terms of this Agreement. Each Partner shall promptly provide the Partnership with the information required to be set forth for such Partner on the List of Partners and shall thereafter promptly notify the Partnership of any change to such information.

3.2 Status of Limited Partners.

(a) Limited Liability. No Limited Partner, in its capacity as such, shall be liable for the debts and obligations of the Partnership so long as such Limited Partner does not take part in the control of the business of the Partnership; provided, however, that each Limited Partner shall be required to pay to the Partnership (i) any unpaid capital contributions that such Limited Partner has agreed to make to the Partnership pursuant to Article VI, to the extent provided in Section 17-502(a) and (b) of the Delaware Act; (ii) the amount of any distribution that such Limited Partner is required to return to the Partnership pursuant to the Delaware Act; and (iii) the unpaid balance of any other payments that such Limited Partner expressly is required to make to the Partnership pursuant to this Agreement, including, without limitation, Section 12.4, or pursuant to such Limited Partner's subscription agreement, if any.

(b) Effect of Death, Dissolution or Bankruptcy. Upon the death, incompetency, bankruptcy, insolvency, liquidation or dissolution of a Limited Partner, the rights and obligations of such Limited Partner under this Agreement shall inure to the benefit of, and

shall be binding upon, such Limited Partner's successor(s), estate or legal representative, and each such Person shall be treated as an assignee of such Limited Partner's interest for purposes of Article XI until such time as such Person may be admitted as a substituted Limited Partner pursuant to that Article.

(c) No Control of Partnership. Except as otherwise provided herein, no Limited Partner shall have the right or power to: (i) withdraw or reduce its contribution to the capital of the Partnership; (ii) cause the dissolution and winding up of the Partnership; or (iii) demand or receive property in return for its capital contributions. No Limited Partner, in its capacity as such, shall take any part in the control of the affairs of the Partnership, undertake any transactions on behalf of the Partnership, or have any power to sign for or otherwise to bind the Partnership.

(d) Anti-Money Laundering Provisions.

(i) Each Limited Partner hereby agrees to use its commercially reasonable efforts to ensure that:

(1) None of the monies that such Limited Partner will contribute to the Partnership shall be derived from, or related to, any activity that is deemed criminal under United States law or the law of the jurisdiction in which such activity took place; and

(2) No contribution or payment by such Limited Partner to the Partnership, to the extent that such contribution or payment is within such Limited Partner's control, and no distribution to such Limited Partner (assuming such distribution is made in accordance with instructions provided to the General Partner by such Limited Partner) shall cause the Partnership or the General Partner to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 or any other anti-money laundering laws or regulations, in each case as amended and any successor statute thereto and including all regulations promulgated thereunder (collectively, the "**Anti-Money Laundering Laws**").

(ii) Each Limited Partner: (1) shall promptly notify the General Partner if, to the knowledge of such Limited Partner, there has been any violation of Section 3.2(d)(i); (2) shall provide the General Partner, promptly upon receipt of the General Partner's written request therefor, with any additional information regarding such Limited Partner or its beneficial owner(s) that the General Partner deems necessary or advisable in order to ensure compliance with all applicable laws, regulations and administrative pronouncements concerning and the Anti-Money Laundering Laws or other criminal activities; and (3) understands and agrees that if, at any time, the requirements of Section 3.2(d)(i) are not satisfied, or if otherwise required by the Anti-Money Laundering Laws or any applicable law or regulation related to other criminal activities, the General Partner may take appropriate actions to ensure that the Partnership and the

General Partner are in compliance with all such applicable laws, regulations and pronouncements.

(iii) Each Limited Partner acknowledges and agrees that (1) the Partnership or General Partner may release confidential information regarding such Limited Partner and, if applicable, any of its beneficial owners, to governmental authorities if the General Partner, in its sole discretion, determines that releasing such information is in the best interest of the Partnership in light of any regulations or administrative pronouncements promulgated under the laws referred to in Section 3.2(d)(i)(2), and (2) the General Partner, without the consent of any Limited Partner and notwithstanding any other provision of this Agreement, may amend any provision of this Agreement in order to effectuate the intent of this Section 3.2(d).

3.3 Additional Limited Partners.

(a) Additional Subscriptions before Final Closing Date. Subject to the provisions of this Agreement, during the period from the date on which investors are first admitted to the Partnership (the "**Initial Closing Date**") through December 31, 2018 (the "**Final Closing Date**"), the General Partner is authorized, but not obligated, to admit to the Partnership one or more additional Limited Partners (each, an "**Additional Limited Partner**") and to accept additional Subscriptions from existing Limited Partners, who shall be deemed to be Additional Limited Partners to the extent of such additional Subscriptions. Additional Subscriptions shall be accepted and Additional Limited Partners shall be admitted to the Partnership pursuant to this Section 3.3(a) only if:

(i) Each such Additional Limited Partner shall contribute, on or after the date of its admission or the acceptance of its additional Subscription, the same percentage of its Subscription or its additional Subscription, as the case may be, as has been contributed by the other non-defaulting Limited Partners prior to such date (not including any contributions pursuant to (ii) below);

(ii) Unless otherwise waived by the General Partner in its sole discretion, each such Additional Limited Partner shall contribute to the Partnership at the same time an interest-equivalent amount equal to the interest that would be payable on a debt obligation in the amount of the contribution made pursuant to clause (a), computed at a rate equal to the Prime Rate in effect on the Initial Drawdown Date plus two percent (2%) per annum for the period from the due date or dates on which the other Partners were required to make their earlier contributions to the date of such contribution, and the allocations otherwise provided for in this Agreement shall be adjusted pursuant to Section 8.3(b) so that the increase in the Additional Limited Partner's Capital Account attributable to the contribution of such interest-equivalent amount is fully offset by special allocations of loss or expense to such Partner;

(iii) Upon payment of the amount provided by Sections 3.3(a)(i) and (ii), the Partnership shall:

(1) pay to the Management Company, as an additional Management Fee, the incremental Management Fee that would have been payable prior to such

admission with respect to the Subscription of the Additional Limited Partners had such Additional Limited Partners been admitted on the Initial Closing Date; and

(2) at the discretion of the General Partner, retain for any valid Partnership purpose some or all of the balance of the amount paid to the Partnership under Section 3.3(a)(i) (together with the portion of the interest paid pursuant to Section 3.3(a)(ii) with respect to such retained portion), and/or distribute some or all of such balance to the Partners (other than the Additional Limited Partners admitted on such admission date) apportioned among such previously admitted Partners in proportion to their respective Contributions. Such distribution shall be deemed to consist of (A) a portion of the initial Contribution made by the Additional Limited Partners which the General Partner determines to return to the previously admitted Partners, plus (B) the interest-equivalent amount paid pursuant to Section 3.3(a)(ii) with respect to such portion of the initial Contribution made by the Additional Limited Partners which the General Partner determines to return to the previously admitted Partners. The portion of any distribution to a Partner described under clause (A) of the immediately preceding sentence shall be added back to the unpaid portion of such Partner's Subscription which may be called again by the Partnership, and the portion of any distribution to a Partner described under clause (B) of the immediately preceding sentence shall be treated as a special distribution of interest income which does not increase the unpaid portion of such Partner's Subscription; and

(iv) No distribution has been made by the Partnership to the Partners pursuant to Article VII (other than pursuant to Section 7.4) prior to the date of such Additional Limited Partner's admission or additional Subscription.

Each Partner acknowledges and agrees that the intent of this Section 3.3(a) is to allow each Additional Limited Partner to be admitted to the Partnership with a proportionate interest (based on relative Subscriptions) in the Partnership, and to cause such Additional Limited Partner to bear its proportionate share (based on relative Subscriptions) of Management Fees and other Partnership Expenses, without decreasing the aggregate Subscriptions of other Partners. Accordingly, the amount contributed by a Limited Partner pursuant to Section 3.3(a)(i) shall be treated as a Contribution by such Limited Partner, and the interest described in Section 3.3(a)(ii) shall be treated as interest income of the Partnership. The portion of the interest income and the amount of incremental Management Fees described in Section 3.3(a)(iii) shall be specially allocated items of income and expense to such Additional Limited Partner to the extent required such that such Additional Limited Partner has been allocated a proportionate share of all Management Fees incurred by the Partnership after the date hereof. The portion of the interest income described in clause (B) of Section 3.3(a)(iii)(2) shall be a specially allocated and distributed item of income to previously admitted Partners to the extent paid to them, and the amount described in clause (A) of Section 3.3(a)(iii)(2) shall be a special return of Contributions to previously admitted Partners which is added back to their unpaid Subscriptions to the extent distributed to them. Subject to the foregoing and to the provisions of Section 8.4, each previously admitted and Additional Limited Partner shall be treated in all respects as if it had been an original Limited Partner of the Partnership (with a proportionate share of aggregate Contributions), and shall be subject to all the obligations of the Limited Partners hereunder including, without limitation, the obligation to make all subsequent Contributions required by this Agreement.

(b) Additional Subscriptions after Final Closing Date. After the Final Closing Date, the General Partner, with the consent of either the Advisory Committee or a majority-in-interest of the Limited Partners, is authorized to admit one or more Persons to the Partnership as Additional Limited Partners or accept additional Subscriptions from the Partners. The terms of any such admission or additional Subscription shall be fixed by the General Partner at the time of such admission or additional Subscription.

(c) Accession to Agreement. Each Person who is to be admitted as an Additional Limited Partner or substituted Limited Partner pursuant to this Agreement shall accede to this Agreement by executing, together with the General Partner, a counterpart signature page to this Agreement providing for such admission, which shall be deemed for all purposes to constitute an amendment to this Agreement providing for such admission but shall not require the consent or approval of any other Partner. The General Partner shall make any necessary filings with the appropriate governmental authorities and take such actions as are necessary under applicable law to effectuate such admission.

3.4 Other Activities Of Partners. Any Partner and its respective partners, members, stockholders, officers, directors, managers, trustees, employees, agents and Affiliates may invest, participate, or engage in (for their own accounts or for the accounts of others), or may possess an interest in, other financial ventures, and investment, professional, academic, civic and political activities of every kind, nature and description, independently or with others, including but not limited to: management of other investment partnerships; investment in, financing, acquisition or disposition of securities; investment and management counseling; providing brokerage and investment banking services; or serving as officers, directors, managers, consultants, employees, advisers or agents of other companies, partners of any partnership, members of any limited liability company or trustees of any trust (and may receive wages, fees, commissions, remuneration or reimbursement of expenses in connection with these activities), including, without limitation, Portfolio Companies, whether or not such activities may conflict with any interest of the Partnership or any of the Partners. Without limiting the generality of the foregoing, the Partners acknowledge and agree that the member(s) or manager(s) of the General Partner may be employed on either a full-time or part-time basis by parties other than the Partnership or the General Partner and are under no obligation to devote any minimum amount of their time to the affairs of the Partnership or the General Partner. Neither the Partnership nor any Partner shall have any rights, solely by virtue of this Agreement, in or to any activities permitted by this Section 3.4 or to any wages, fees, income, profits or goodwill derived from such activities. Notwithstanding anything to the contrary contained in this Agreement or any other document, no Partner shall have any rights in or to any technology or opportunities arising out of the relationship between any Affiliate of the General Partner and the Massachusetts Institute of Technology, the MIT Media Lab or any of their respective Affiliates by virtue of this Agreement or such Partner's relationship with the Partnership.

3.5 Co-Investments. The General Partner may permit one or more investors (which for this purpose, may consist of third parties and/or Affiliates of the General Partner) to invest in transactions in which the Partnership invests if the General Partner determines in its sole discretion that their investment would be beneficial in consummating such investment, successfully operating the Portfolio Company or its assets, disposing of such investment or

otherwise adding value to such investment. In addition, the General Partner may, in its discretion, grant one or more Partners rights to co-invest with the Partnership (either directly or indirectly by means of co-investment vehicles formed by the General Partner and/or its Affiliates) in instances where the General Partner determines a co-investment allocation to be available. Co-investors are expected to invest in the same securities as the Partnership and at the same valuation, but may be subject to such fees (including carried interest and management fees) and expenses as may be negotiated with the General Partner and/or its Affiliates. The General Partner and/or its Affiliates may make an investment in any vehicle formed for a co-investment opportunity.

3.6 Advisory Committee.

(a) Appointment; Removal. The Partnership may form a committee of at least three members (the "**Advisory Committee**"), which shall consist exclusively of Limited Partners (or designated representatives thereof), who shall be appointed by the General Partner and who may be removed or replaced by the General Partner.

(b) Duties. The duties of the Advisory Committee (or its sub-committees), if formed, shall be to:

(i) Be available to confer with the General Partner regarding the progress of Portfolio Investments;

(ii) Review and advise the General Partner regarding potential conflicts of interest submitted to them by the General Partner; and

(iii) Undertake such other duties as are required by this Agreement or reasonably requested by the General Partner.

Neither the Advisory Committee nor any member thereof (acting in such capacity) shall undertake any action on behalf of the Partnership with any third party or have the power to bind the Partnership or any authority to act for or on its behalf.

(c) Reimbursement of Expenses. Members of the Advisory Committee may receive from the Partnership reimbursement for any reasonable out-of-pocket travel expenses incurred in connection with their attendance at meetings of the Advisory Committee, but shall receive no fees or other compensation from the Partnership in connection with their duties as members of the Advisory Committee.

ARTICLE IV

MANAGEMENT AND CONTROL OF PARTNERSHIP

4.1 Management by General Partner. The management, policies and control of the Partnership shall be vested exclusively in the General Partner. The Limited Partners shall take no part in the control or management of the affairs of the Partnership nor shall a Limited Partner have any authority to act for or on behalf of the Partnership.

4.2 Powers of General Partner. Except as otherwise explicitly provided herein, the General Partner shall have the power on behalf and in the name of the Partnership to implement the objectives of the Partnership and to exercise any rights and powers the Partnership may possess, including, without limitation, the power to cause the Partnership to make any elections available to the Partnership under applicable tax or other laws (other than elections specifically prohibited by Section 14.7(a)). No Person, in dealing with the General Partner, shall be required to determine the General Partner's authority to make any commitment or engage in any undertaking on behalf of the Partnership, or to determine any fact or circumstance bearing upon the existence of the authority of the General Partner. Notwithstanding any other provision of this Agreement, without the consent of any Limited Partner or other Person being required, the Partnership is hereby authorized to execute, deliver and perform, and the General Partner on behalf of the Partnership and itself, as applicable, is hereby authorized to execute and deliver (a) a subscription agreement with each Limited Partner, (b) a management agreement with the Management Company, and (c) any amendment of any such document (in accordance with the terms of this Agreement) and any agreement, document or other instrument contemplated thereby or related thereto. The General Partner is hereby authorized to enter into the documents described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into other documents on behalf of the Partnership.

ARTICLE V

FEES AND EXPENSES

5.1 Organizational Expenses. The Partnership shall reimburse the General Partner and its Affiliates for all Organizational Expenses incurred by any of them.

5.2 Payment of Expenses.

(a) General. Subject to Section 5.2(b), the Partnership agrees to assume and pay all operating expenses attributable to the Partnership's activities (collectively, "**Partnership Expenses**") on the terms and conditions herein set forth.

(b) General Partner Expenses. The General Partner or its Affiliates shall bear only the following expenses: compensation of employees and consultants of the General Partner and/or the Management Company, including salaries of the employees of the General Partner and/or the Management Company; and fees and expenses for consultants and administrative, clerical and related support services, office space for the General Partner and/or the Management Company and related utilities and telephone, insofar as they relate to the investment activities of the Partnership and not set forth in Section 5.2(c).

(c) Partnership Expenses. Partnership Expenses borne by the Partnership shall include, without limitation: the Management Fee; Organizational Expenses; liquidation expenses of the Partnership; any sales or other taxes (except as provided below), fees or government charges which may be assessed against the Partnership; commissions or brokerage fees or similar charges incurred in connection with the purchase or sale of securities (including

any merger fees payable to third parties and whether or not any such purchase or sale is consummated); expenses of members of the Advisory Committee (including travel-related costs and expenses); the costs and expenses (including travel-related expenses) of hosting annual or special meetings for the Partnership, or otherwise holding meetings or conferences with Limited Partners, whether individually or in a group; interest expense for borrowed money (if any); all expenses relating to litigation and threatened litigation involving the Partnership, including indemnification expenses; expenses attributable to normal and extraordinary investment banking, commercial banking, accounting, appraisal, legal, custodial and registration services provided to the Partnership and any expenses attributable to consulting services, including in each case services with respect to the proposed purchase or sale of securities by the Partnership that are not reimbursed by the issuer of such securities or others (whether or not any such purchase or sale is consummated); travel expenses related to the investment activities of the Partnership; expenses associated with outsourcing certain financial reporting and accounting services provided to the Partnership; costs of preparing and delivering financial statements and other reports to the Partners, as well as all other communications with the Partners; costs of preparing and filing all income, informational and other governmental returns, reports and filings; premiums for liability or other insurance to protect the Partnership, the General Partner, the Management Company, the members of the Advisory Committee and any of their respective partners, members, stockholders, officers, directors, employees, agents or Affiliates in connection with the activities of the Partnership; and all other expenses properly chargeable to the activities of the Partnership.

5.3 Management Fee. Subject to the limitations set forth below, the Partnership shall pay the Management Company a management fee (the "**Management Fee**"), equal to two percent (2%) per annum of the aggregate Subscriptions of the Limited Partners. Notwithstanding the foregoing, with respect to the quarter in which the Initial Closing Date occurs, the Management Fee for such quarter will be pro-rated based on the number of days remaining in such quarter as of the Initial Closing Date (and including such date) divided by the total number of days in such quarter. Payments of the Management Fee shall be made quarterly in advance on the first Business Day of each fiscal quarter of the Partnership, provided that the first payment shall be due upon the Initial Drawdown Date (for Management Fees accrued from the Initial Closing Date).

ARTICLE VI

CAPITAL OF THE PARTNERSHIP

6.1 Obligation to Contribute.

(a) In General. Each Partner shall make capital contributions to the Partnership, in accordance with and subject to the terms of this Agreement, in an aggregate amount equal to such Partner's Subscription. Except as provided in Section 6.3(e), the amount of capital required to be contributed by each Partner on the occasion of a drawdown shall be determined by the General Partner based on the ratio of such Partner's unpaid Subscription to the aggregate unpaid Subscriptions of all Partners. All capital contributions shall be made to the Partnership by check or wire transfer or other transfer of federal or other immediately available U.S. funds on the relevant due date to the account designated for such purpose. Each Partner

shall be obligated to make payment in full of each required capital contribution together with any interest or other amounts due thereon, and no Partner shall make (nor shall the General Partner or the Partnership be obligated to accept) less than the full amount of any such required capital contribution.

(b) Initial Capital Contributions. Each Partner's initial capital contribution shall be due upon not less than ten (10) Business Days' prior written notice from the General Partner, such date being referred to herein as the "**Initial Drawdown Date**".

(c) Additional Contributions; Deficiency Drawdowns. The General Partner is authorized to draw down additional capital contributions from time to time for any purposes contemplated under this Agreement upon not less than ten (10) Business Days' prior written notice. Notwithstanding the foregoing, if any Limited Partner has failed to make a capital contribution when due (including such Partner's initial capital contribution), the General Partner in its sole discretion may call for a deficiency drawdown of contributions from the other Partners to replace the unpaid contribution upon five (5) Business Days' prior written notice. For purposes of Section 6.3, the amount of a Limited Partner's contribution that is not paid when due shall be deemed to include such Partner's ratable share, determined on a grossed-up basis, of any deficiency drawdown with respect to such Limited Partner's unpaid contribution.

(d) Procedure for Notice of Capital Calls; Rescission or Postponement. The General Partner shall send written notice of a call for capital contributions, or a rescission or postponement of such a call, to each Limited Partner by first class mail or electronic mail. A notice calling for capital contributions may be rescinded or postponed by the General Partner by prompt written notice.

(e) Offsets Against Distributions; No Interest or Withdrawals. In connection with any call for capital contributions under this Agreement, the General Partner is authorized to apply cash that would otherwise be distributed to a Partner in satisfaction of such Partner's obligation to make a capital contribution pursuant to such call, to the extent thereof. The amount applied shall be deemed distributed to the Partner by the Partnership and then contributed by the Partner to the Partnership in satisfaction of such Partner's obligation to contribute capital hereunder and such Partner's Contribution shall be adjusted accordingly. No interest shall accrue on any Partner's Contribution. No Partner shall have the right to withdraw or to be repaid its Contribution except as specifically provided in this Agreement.

(f) General Partner's Authority to Reduce Subscriptions. The General Partner in its sole discretion may reduce the Subscriptions of all Partners on a pro rata basis. The General Partner shall give each Partner written notice of the reduction, which notice shall include the amount of such Partner's reduced Subscription.

(g) Contributions of the General Partner. The General Partner shall contribute capital to the Partnership in satisfaction of its Subscription (if any) at the time capital calls are made pursuant to this Agreement. In addition to its general partnership interest, the General Partner may also hold limited partnership interests in the Partnership. The Subscription of the

General Partner and/or its Affiliates, in aggregate, shall be at least $100,000 (which may be in the form of limited partnership interests).

6.2 Return of Certain Amounts Subject to Subsequent Drawdown.

(a) Unused Contributions. The General Partner in its sole discretion may cause the Partnership to return to the Partners all or any portion of capital contributions that have not been invested in one or more Portfolio Investments or applied to the payment or reimbursement of expenses or other purposes. Such contributions shall be distributed to the Partners pro rata in proportion to the respective amounts of contributions made by them with respect to the drawdown that gave rise to the contribution that is being returned.

(b) Return of Contributions upon Admission of Additional Partner. Immediately following the initial (or additional) capital contribution of an Additional Limited Partner, the General Partner, in its sole discretion, may return to each of the non-contributing Partners, in proportion to their Contributions, a portion of their earlier capital contributions to the Partnership in an aggregate amount not in excess of the new contribution. If the General Partner intends to exercise its discretion to return capital contributions pursuant to the preceding sentence, it may, in its sole discretion, reduce the amount of the contribution required to be made by the Additional Limited Partner pursuant to Section 3.3(a)(i) so that, on a net basis after the return of contributions, all Partners will have contributed the same percentage of their Subscriptions. The General Partner, in its sole discretion, may also pay to the Partners as "guaranteed payments" (as defined in Section 707(c) of the Code), including the Additional Limited Partner, in proportion to their Contributions, all or a portion of the interest-equivalent amounts contributed to the Partnership pursuant to Section 3.3(a)(ii).

(c) Effect of Return of Contributions. The General Partner shall make all appropriate adjustments, including to the amount of the Partners' respective Contributions, unpaid Subscriptions, Capital Accounts and any other items that are adjusted for capital drawdowns, so that the amounts of all such items are, to the maximum extent possible, the same as they would have been had the capital drawdown that gave rise to any contribution that is returned pursuant to Section 6.2(a) or Section 6.2(b) never occurred. No such adjustments shall be made, however, to reflect any amounts paid or distributed to a Partner that are attributable to the payment to such Partner of any interest-equivalent amounts contributed to the Partnership pursuant to Section 3.3(a)(ii). A reduction of a Partner's Capital Account pursuant to this Section 6.2(c) shall not be treated as a distribution for purposes of this Agreement, unless the context so requires.

6.3 Failure to Make Required Payment.

(a) Interest. Except as otherwise provided in this Agreement, upon any failure by a Limited Partner to pay a capital contribution in full when due, interest will accrue at the Default Rate on the outstanding unpaid balance of such capital contribution, from and including the date such capital contribution was due until the earlier of the date of payment of such capital contribution by such Partner (or a transferee) or the date on which the General Partner imposes a default charge pursuant to Section 6.3(b)(i). The "Default Rate" with respect

to any period shall be the lesser of (i) a rate equal to the Prime Rate in effect on the date such capital contribution is due plus six percent (6%) or (ii) the highest interest rate for such period permitted by applicable law. The General Partner, in its sole discretion, may waive the requirement to pay interest, in whole or in part.

(b) Default. Except as otherwise provided in this Agreement, if any Limited Partner fails to make a capital contribution when due, and such failure continues for ten (10) Business Days after receipt by such Partner of written notice of such failure, then such Partner (a "**Defaulting Partner**") shall be in default. The Partnership shall be entitled to enforce the obligations of each Partner to make the contributions to capital specified in this Agreement, and the Partnership shall have all remedies available at law or in equity in the event any such contribution is not so made. The remedies provided for in this Section 6.3(b) are in addition to and not in limitation of any other right or remedy of the Partnership provided by law or equity, this Agreement, or any other agreement entered into by or among any one or more of the Partners and/or the Partnership (including, without limitation, any subscription agreement relating to the Partnership). Each Limited Partner hereby agrees that the remedy at law for damages resulting from its default under this Agreement is inadequate because the funding of Partnership investments and other obligations requires the timely availability of required capital contributions. Upon the occurrence of a default, the General Partner may, in its sole discretion, pursue one or more of the following alternatives:

(i) Impose a Default Charge upon the Defaulting Partner pursuant to Section 6.3(c);

(ii) Offer the Defaulting Partner's entire interest in the Partnership to the other Partners for purchase, in proportion to the other Partners' Subscriptions (with Partners accepting offers being permitted to take up offers declined by other Partners in proportion to their Subscriptions), at a price for that interest equal to the lesser of the then fair market value of the interest or the pre-default balance in the Defaulting Partner's Capital Account, subject to such other terms as the General Partner in its sole discretion shall determine, provided that the purchasing Partners agree to assume the Subscription of the Defaulting Partner, including any portion then due and unpaid;

(iii) Assist the Defaulting Partner in selling its interest in the Partnership, with the full assumption by the buyer of the Defaulting Partner's Subscription, including any portion then due and unpaid;

(iv) Accept a late contribution from the Defaulting Partner, with interest (unless such interest is waived by the General Partner), in satisfaction of its then outstanding obligation to contribute hereunder;

(v) Cause the entire unpaid Subscription of the Defaulting Partner to become immediately due and payable;

(vi) Cause any distributions which would otherwise be made to the Defaulting Partner to be applied against any amounts due and payable from the Defaulting Partner;

(vii) Pursue and enforce all of the Partnership's other rights and remedies against the Defaulting Partner under this Agreement, the relevant subscription agreement and Delaware law, including but not limited to the commencement of a lawsuit to collect the unpaid capital contribution, interest and costs, and reimbursement (with interest at the Default Rate) of any other damages suffered by the Partnership;

(viii) The institution of an action for specific performance of the Defaulting Partner's obligation to contribute the capital contribution(s) in question; or

(ix) Accept from a Defaulting Partner, for U.S. income tax purposes, an abandonment of such Defaulting Partner's interest in the Partnership, including without limitation, such Partner's Contribution, Capital Account and Subscription.

If a Defaulting Partner's interest in the Partnership is sold pursuant to (ii) or (iii) above or if the General Partner exercises its discretion to accept a late contribution pursuant to (iv) above, the General Partner shall not impose a Default Charge pursuant to (i) above. Otherwise, to the maximum extent permitted by law, the remedies set forth above shall be cumulative, and the use by the General Partner of one or more of them against a Defaulting Partner shall not preclude the use of any other such remedy.

(c) Default Charge. The Partners agree that the damages suffered by the Partnership as the result of a default by a Defaulting Partner will be substantial and that such damages cannot be estimated with reasonable accuracy. To the maximum extent permitted by law, as a penalty for such default (which each Partner hereby agrees is reasonable), and subject to Section 6.3(b), the General Partner may cause both the Contribution and Capital Account of a Defaulting Partner to be reduced (but not below zero) by an amount equal to 75% of such Defaulting Partner's Subscription at the time of the default (the "**Default Charge**"). If (except for the limitation set forth in the preceding sentence) the Default Charge would exceed either the Contribution of or the existing balance in the Capital Account of the Defaulting Partner at the time of default, then such excess shall carry over and be applied as a reduction at a subsequent time. The amount of any Default Charge levied upon a Defaulting Partner at any time shall be allocated:

(i) As to the Contribution amount, to and among the respective Contributions of the non-defaulting Partners in proportion to their respective Contributions; and

(ii) As to the Capital Account amount, to and among the respective Capital Accounts of the non-defaulting Partners in proportion to the positive balances in their respective Capital Accounts.

(d) Distributions and Allocations.

(i) The General Partner, in its sole discretion, and subject to any Default Charge imposed pursuant to Section 6.3(c), may cause the Partnership to withhold any distributions that otherwise would be made to a Defaulting Partner until such time as the Partnership makes its final liquidating distribution, or until such earlier time as the General Partner may determine. Any distributions so withheld, or the proceeds thereof, may be used by the Partnership for any purpose. If the General Partner has withheld distributions from a Defaulting Partner pursuant to this Section 6.3(d) and subsequently determines to pay the withheld distributions to such Defaulting Partner, it may elect to (1) pay cash to such Defaulting Partner in lieu of any distributions which were made to non-defaulting Partners in kind and withheld from such Defaulting Partner, but the Partnership shall not, in such event, be liable to such Defaulting Partner for any subsequent increase in the value of any securities which would have been distributed to such Defaulting Partner had such Defaulting Partner not defaulted, or (2) deliver to such Defaulting Partner the securities or other assets (or substantially identical securities or assets) such Defaulting Partner would have received had the distribution to such Defaulting Partner not been withheld, but the Partnership shall not, in such event, be liable for any diminution in the value of such securities or other assets subsequent to the date such securities would have been distributed. Any losses incurred by the Partnership upon the disposition of the securities or other assets that would otherwise have been distributed to the Defaulting Partner in kind shall be for the account of the Defaulting Partner.

(ii) Allocations shall continue to be made to a Defaulting Partner pursuant to the other provisions of this Agreement as if such Defaulting Partner had made a timely contribution over the period from the date of default until such time, if any, as the General Partner imposes a Default Charge; *provided, however,* that (1) in the sole discretion of the General Partner, no allocations of Net Gain or items in the nature of gross income or gain shall be made to the Defaulting Partner during such period, and (2) if the Defaulting Partner (or any transferee(s) then holding the Defaulting Partner's interest) subsequently contributes the amount in arrears during such period, together with any accrued interest, then in the sole discretion of the General Partner subsequent allocations may be made in such a manner that the net result of such subsequent allocations and the allocations made pursuant to this Section 6.3(d)(ii) is the same as if the Defaulting Partner (together with such transferee(s), if any) had made all contributions with respect to the Defaulting Partner's interest on a timely basis.

(e) Effect of Default on Remaining Interest in Partnership. The application of the aforesaid penalty provisions shall not relieve any Defaulting Partner of its obligation to make all payments of its capital contributions when due; provided, however, that:

(i) The General Partner, in its sole discretion, may determine that no additional capital contribution shall be accepted from the Defaulting Partner, in which case the General Partner shall so notify the Defaulting Partner in writing and, as of the date that such notice is sent to the Defaulting Partner, the Defaulting Partner's unpaid Subscription shall be reduced to zero;

(ii) If the Defaulting Partner's unpaid Subscription has been reduced to zero pursuant to the preceding clause (i) (or if its Subscription has been satisfied in full or otherwise excused), and both its Contribution and its Capital Account balance have been reduced to zero (by application of the Default Charge or otherwise), then the Defaulting Partner's interest in the Partnership shall be extinguished, and the Partnership shall have no further obligation to the Defaulting Partner;

(iii) Notwithstanding any reduction in the Defaulting Partner's Contribution pursuant to Section 6.3(c) or any reduction in its unpaid Subscription pursuant to this Section 6.3(e), if the Defaulting Partner continues as a Limited Partner, subsequent allocations of Net Gain, Net Loss or items in the nature of gross income, gain or loss made to such Defaulting Partner shall be adjusted (in addition to any adjustment resulting from the imposition of a Default Charge) to the extent necessary so that the aggregate allocations made to the Defaulting Partner, over the life of the Partnership, shall not exceed the allocations that would have been made to a non-defaulting Limited Partner with a Subscription equal to the lesser of (1) the Defaulting Partner's Subscription reduced by the amount of any Default Charge that has been imposed or (2) the amount of the Defaulting Partner's Contribution; *provided, however,* that (A) any allocations of Net Loss (or items of gross loss and expense) that are intended to offset allocations of Net Gain (or items of gross income and gain) made prior to the default shall be made to the Defaulting Partner as if it at all times had a Subscription equal to its Subscription prior to the default, and (B) if, prior to its default, the Defaulting Partner had been allocated Net Loss (and items of gross loss and expense) in excess of Net Gain (and items of gross income and gain), then the subsequent allocations otherwise required by this Section 6.3(e) shall be adjusted so that the Defaulting Partner shall not be relieved of that portion of the losses allocated to it for the period prior to the default that exceeds its proportionate share of the losses of the Partnership for such period, determined based on its post-default share of allocations calculated in the manner required by the other provisions of this Section 6.3(e)(iii); and

(iv) If the unpaid Subscription of a Defaulting Partner is reduced to zero, or if a Defaulting Partner's interest in the Partnership is extinguished, pursuant to this Section 6.3, for purposes of any provision of this Agreement for which the Defaulting Partner's Subscription is relevant, the General Partner shall determine the amount of such Subscription, in its sole discretion, so as to carry out the purposes of such provision.

6.4 Currency. The functional currency of the Partnership shall be United States dollars. All cash capital contributions shall be made in dollars and, to the extent reasonably practicable, the books, records, reports and accounts of the Partnership shall be stated in dollars. No Partner shall be entitled to receive cash distributions from the Partnership other than in dollars. In the event that it is necessary or convenient for Partnership purposes to apply an exchange rate between different currencies, the exchange rate shall be determined by the General Partner using such publicly available indices as it shall select in its reasonable discretion.

ARTICLE VII

DISTRIBUTIONS

7.1 Amount, Timing and Form.

(a) General. Except as otherwise provided in this Agreement, the General Partner shall determine the amount, timing and form (whether in cash or in kind) of all distributions made by the Partnership.

(b) Distribution of Proceeds of Investments. The Partnership shall distribute, in the manner described in this Article VII or Article X, as the case may be, all cash proceeds of its investments as promptly as practicable. Notwithstanding the preceding sentence, the General Partner in its discretion may cause the Partnership to retain proceeds of investments for any purpose for which the General Partner would otherwise be authorized to draw down contributions under this Agreement, including without limitation the payment or reimbursement of expenses and the establishment or maintenance of reasonable reserves therefor; *provided, however,* that the General Partner may not cause the Partnership to retain cash proceeds of the Partnership's investments for reinvestment.

(c) Form of Distributions; Apportionment of Distributions. Except as authorized by the General Partner and approved in advance by a majority-in-interest of the Limited Partners, all distributions made before the commencement of the liquidation of the Partnership's assets pursuant to Article X shall consist of cash or Freely Tradable Securities. Each lot of securities to be distributed in kind shall be distributed to the Partners in proportion to their respective shares of the proposed distribution as provided in Article VII or Article X, as the case may be, except to the extent that a disproportionate distribution of securities is necessary in order to avoid distributing fractional shares. For purposes of the preceding sentence, each lot of stock or other securities having a separately identifiable tax basis or holding period shall be treated as a separate lot of securities.

7.2 Distributions.

(a) General. Except as otherwise provided in this Agreement, all distributions shall be made to and among the Partners in respect of each Portfolio Investment as follows:

(i) First, to all Partners in proportion to their respective Contributions in respect of such Portfolio Investment until each Partner has received aggregate distributions from the Partnership pursuant to this Section 7.2(a)(i) equal to the sum of such Partner's total Contributions in respect of such Portfolio Investment, plus such Partner's unreturned Contributions in respect of any Portfolio Investment that has been the subject of a Disposition, if any; and

(ii) Thereafter, 20% to the General Partner and 80% to the Partners in proportion to their respective Contributions in respect of such Portfolio Investment.

(b) Operational Rules.

For purposes of Section 7.2(a) and this Section 7.2(b):

(i) If distributions to which a Defaulting Partner otherwise would have been entitled have been withheld pursuant to Section 6.3(d), the amounts so withheld shall be treated as having been distributed to such Partner and any subsequent distributions of such amounts to the Defaulting Partner shall be disregarded;

(ii) Amounts treated as distributed to a Partner pursuant to Section 7.4 shall be taken into account as if such amounts had been distributed to such Partner pursuant to Section 7.2(a);

(iii) Distributions made to any Partner's predecessors-in-interest shall be treated as having been made to such Partner;

(iv) The amount of any distribution of securities in kind shall be equal to the fair market value of such securities at the time of distribution; and

(v) If there are Defaulting Partners, distributions shall be modified to the extent required by Article VI; and references in this Article VII to "all Partners" and to "each Partner" shall be modified accordingly.

7.3 Other Special Distributions. Distributions of available cash corresponding to amounts of Partnership net income and gains that have been specially allocated to the Partners pursuant to Section 8.3(b) shall be made, at such time or times as the General Partner in its discretion shall determine, to the Partners to whom such net income and gains have been allocated.

7.4 Payment of Taxes.

(a) General. If the Partnership incurs an obligation to pay directly any amount in respect of taxes with respect to amounts allocated or distributed to one or more Partners, including but not limited to withholding taxes imposed on any Partner's or former Partner's share of the Partnership gross or net income and gains (or items thereof), income taxes, and any interest, penalties or additions to tax ("**Tax Liability**"), or if the amount of a payment or distribution of cash or other property to the Partnership is reduced as a result of withholding by other parties in satisfaction of any such Tax Liability:

(i) All payments by the Partnership in satisfaction of such Tax Liability and all reductions in the amount of a payment or distribution that the Partnership otherwise would have received shall be treated, pursuant to this Section 7.4, as distributed to those Partners or former Partners to which the related Tax Liability is attributable;

(ii) Notwithstanding any other provision of this Agreement, subsequent distributions to the Partners shall be adjusted by the General Partner in an equitable

manner so that, to the extent feasible, the burden of taxes withheld at the source or paid by the Partnership is borne by those Partners to which such Tax Liability is attributable; and

(iii) The General Partner in its sole discretion may cause any amount treated pursuant to Section 7.4(a)(i) as distributed to any Partner or former Partner at any time that exceeds the amount, if any, of distributions to which such Person is then entitled under this Agreement to be treated as a loan to such Person, and the General Partner shall give prompt written notice to such Person of the amount of such loan.

(b) Tax Liability. The General Partner, after consulting with the Partnership's accountants or other advisers, shall determine the amount, if any, of any Tax Liability attributable to any Partner. For this purpose, the General Partner shall be entitled to treat any Partner as ineligible for an exemption from or reduction in rate of such Tax Liability under a tax treaty or otherwise except to the extent that such Partner provides the General Partner with such written evidence as the General Partner or the relevant tax authorities may require to establish such Partner's entitlement to such exemption or reduction and may treat a Tax Liability as attributable to Partner to the extent the Tax Liability is due to the Partner failing to provide such information or certifications regarding the Partner or its beneficial owners as the General Partner may reasonably request.

(c) Repayment of Any Amounts Treated as Loans. Each Partner covenants, for itself, its successors, assigns, heirs and personal representatives, that such Person shall repay any loan described in Section 7.4(a)(iii) not later than thirty (30) days after the General Partner delivers a written demand for such repayment (whether before or after the withdrawal of such Partner from the Partnership or the dissolution of the Partnership). If any such repayment is not made within such thirty (30)-day period:

(i) Such Person shall pay interest to the Partnership at the Prime Rate for the entire period commencing on the date on which the Partnership paid such amount and ending on the date on which such Person repays such amount to the Partnership together with all accrued but previously unpaid interest; and

(ii) The Partnership shall collect such unpaid amounts (including interest) from any distributions that otherwise would be made by the Partnership to such Person and shall treat the amount so collected as having been distributed to such Person.

(d) Partnership Obligation. For purposes of this Section 7.4, any obligation to pay any amount in respect of any Tax Liability incurred by the General Partner with respect to income of or distributions made to any other Partner or former Partner shall constitute a Partnership obligation.

7.5 Certain Distributions Prohibited. Anything in this Article VII to the contrary notwithstanding, no distribution shall be made to any Partner if, and to the extent that, such distribution would not be permitted under Sections 17-607(a) or 17-804(c) of the Delaware Act.

ARTICLE VIII

CAPITAL ACCOUNTS; ALLOCATIONS

8.1 Capital Accounts.

(a) Creation and Maintenance. There shall be established on the books of the Partnership a capital account for each Partner (such Partner's "**Capital Account**") that shall be:

(i) Increased by (1) any capital contributions made to the Partnership by such Partner pursuant to this Agreement and (2) any amounts in the nature of income or gain allocated to such Partner pursuant to this Article VIII or Appendix II;

(ii) Decreased by (1) any distributions made to such Partner and (2) any amounts in the nature of loss or expense allocated to such Partner pursuant to this Article VIII or Appendix II; and

(iii) Otherwise adjusted in accordance with the provisions of this Agreement including, but not limited to, Section 6.3(c) (relating to the imposition of a Default Charge).

(b) Timing of Allocations. Allocations of Net Gain, Net Loss, and any other items of income, gain, loss and deduction pursuant to this Article VIII and Appendix II shall be made for each fiscal year of the Partnership as of the end of such fiscal year; provided, however, that if the Carrying Value of the assets of the Partnership are adjusted in accordance with clause (b) of the definition of "Carrying Value," the date of such adjustment shall be considered to be the end of a fiscal year for purposes of computing and allocating such Net Gain, Net Loss, and other items of income, gain, loss and deduction.

(c) Compliance with Treasury Regulations. The provisions of this Section 8.1, including the provisions relating to the maintenance of Capital Accounts, are intended to comply with Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b), and shall be interpreted and applied in a manner consistent with such regulations.

8.2 Allocations of Net Gain or Loss.

(a) Net Gain. After giving effect to the other provisions of this Article VIII and Appendix II, Net Gain, if any, shall be allocated to the Capital Accounts of the Partners as follows:

(i) First, to all Partners, in proportion to the respective amounts of Net Loss (if any) previously allocated to each such Partner pursuant to Section 8.2(b)(i) and not offset by prior allocations of Net Gain made pursuant to this Section 8.2(a)(i), an amount of Net Gain equal to the aggregate amount of such Net Loss; and

(ii) Second, to all Partners in the amounts and proportions necessary to ensure, as promptly as possible and to the extent feasible, that the Cumulative Net Gain of the

Partnership for all periods since its inception shall have been allocated 80% to all Partners *pro rata* in proportion to their respective Contributions and 20% to the General Partner.

(b) Net Loss. After giving effect to the other provisions of this Article VIII and Appendix II, Net Loss, if any, shall be allocated to the Capital Accounts of the Partners as follows:

(i) First, to all Partners in the amounts and proportions necessary to ensure, as promptly as possible and to the extent feasible, that the Cumulative Net Gain of the Partnership for all periods since its inception shall have been allocated 80% to all Partners in proportion to their respective Contributions and 20% to the General Partner; and

(ii) Second, to all Partners *pro rata* in proportion to their respective Contributions.

(c) Allocations Following a Default. Following the failure of a Limited Partner to make a contribution when due or an excused non-payment of a capital contribution by a Limited Partner, allocations otherwise prescribed by this Section 8.2 shall be modified as set forth in Section 6.3(d) or Section 6.3(e)(iii), 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) Items of loss or expense otherwise allocable to *other* Partners pursuant to other provisions of this Agreement shall instead be allocated to each Additional Limited Partner to offset such Partner's contribution of an interest-equivalent amount to the extent required by Section 3.3(a)(ii).

(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.

(c) The unpaid Transfer Expenses, if any, of the Partnership shall be allocated to the transferor or the transferee of the Partnership interest involved to the extent required by Section 11.2(h).

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, the General Partner shall adjust subsequent allocations of Partnership income, gain, loss and expense otherwise provided for in this Article VIII 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 Section 8.4 shall be limited to those permitted by Section 706 of the Code.

ARTICLE IX

DURATION OF THE PARTNERSHIP

9.1 Term of Partnership. The Partnership shall continue until the tenth (10th) anniversary of the Initial Closing Date, unless its term is extended as provided in this Section 9.1, or unless it is sooner dissolved as provided in Section 9.2 or Section 9.3 or by operation of law. The term of the Partnership may be extended for an additional one-year period by the General Partner in its sole discretion. The General Partner may further extend the term of the Partnership for additional one-year periods with the consent of a majority-in-interest of the Limited Partners. The General Partner shall notify the Limited Partners promptly of any extension.

9.2 Dissolution Upon Withdrawal of General Partner.

(a) The Partnership shall be dissolved if there shall occur with respect to the General Partner any of the events of withdrawal described in Sections 17-402(a)(2) through 17-402(a)(11) of the Delaware Act.

(b) If the General Partner suffers an event that, with the passage of the period specified in the Delaware Act, becomes an event of withdrawal under Section 17-402(a)(4) or (5) of the Delaware Act, the General Partner shall notify each Limited Partner of the occurrence of such event within thirty (30) days after the occurrence of such event (or within the maximum time then permitted under the Delaware Act).

(c) The Partnership shall not be dissolved in the event of the dissolution, death, bankruptcy, insolvency, incompetence, disability, substitution or admission of any Limited Partner, or any other similar event involving the existence, status or organization of a Limited Partner.

9.3 Dissolution by Partners. The General Partner may dissolve the Partnership at any time on not less than thirty (30) days' prior written notice to the Limited Partners.

ARTICLE X

LIQUIDATION OF ASSETS ON DISSOLUTION

10.1 General. Following dissolution, the Partnership's assets shall be liquidated in an orderly manner. The General Partner shall be the liquidator to wind up the affairs of the Partnership pursuant to this Agreement; *provided*, *however*, that if there shall be no remaining General Partner at that time, a majority-in-interest of the Limited Partners may designate one or more other Persons to act as the liquidator (or liquidators) instead of the General Partner. Any such liquidator, other than the General Partner, shall be a "liquidating trustee" within the meaning of Section 17-101(10) of the Delaware Act.

10.2 Liquidating Distributions. The liquidator shall pay or provide for the satisfaction of the Partnership's liabilities and obligations to creditors. In performing its duties, the liquidator is authorized to sell, exchange or otherwise dispose of the assets of the Partnership in such reasonable manner as the liquidator shall determine. All items of income, gain, loss and expense shall be allocated among the Partners in accordance with Article VIII and Appendix II, and the remaining assets of the Partnership shall then be distributed to the Partners in cash (to the extent feasible) or in kind, in the sole discretion of the liquidator, in proportion to the positive balances in their respective Capital Accounts, after such Capital Accounts have been adjusted to reflect any Net Gain or Net Loss attributable to a distribution in kind. During the liquidation of the Partnership, the liquidator shall furnish to the Partners the financial statements and other information specified in Section 14.3, subject to Section 14.8(h).

10.3 Expenses of Liquidator. The expenses incurred by the liquidator in connection with winding up the Partnership, all other losses or liabilities of the Partnership incurred in accordance with the terms of this Agreement, and reasonable compensation for the services of the liquidator shall be borne by the Partnership. If the General Partner serves as the liquidator, it shall not be entitled to additional compensation for providing services in such capacity as long as it (or its Affiliate, including the Management Company) continues to be entitled to payments of the Management Fee.

10.4 Duration of Liquidation. A reasonable time shall be allowed for the winding up of the affairs of the Partnership in order to minimize any losses that might otherwise result. The liquidator shall use commercially reasonable efforts to carry out the liquidation in conformity with the timing requirements of Treasury Regulation Section 1.704-1(b)(2)(ii)(*g*), but will not be bound to do so or liable to any Partner for failure to do so.

10.5 Liability for Returns.

(a) General. The liquidator, the General Partner and their respective partners, members, stockholders, officers, directors, managers, employees, agents and Affiliates shall not be personally liable for the return of the capital contributions of any Partner.

(b) Limited Partner Obligations. No Limited Partner shall be obligated to restore to the Partnership any amount with respect to a negative Capital Account; *provided*, *however*, that this provision shall not affect the obligations of Partners to make their agreed-upon capital contributions and any other payments to the Partnership that are required under this Agreement or applicable law.

10.6 Post-Dissolution Investments. Notwithstanding anything to the contrary set forth in this Article X, but subject to the other limitations on investments set forth in this Agreement, the liquidator may, at any time after dissolution, cause the Partnership to make additional investments in entities which were Portfolio Companies on the date of dissolution (including any successor to, or Affiliate of, a Portfolio Company), if the liquidator believes that such additional investments are in the best interest of the Partners.

ARTICLE XI

LIMITATIONS ON TRANSFERS AND WITHDRAWALS OF PARTNERSHIP INTERESTS

11.1 Transfer of General Partner's Interest. The General Partner shall not assign, pledge, mortgage, hypothecate, give, sell or otherwise dispose of or encumber (each such act, a "**Transfer**") all or any part of its general partnership interest in the Partnership, except (a) in connection with the change or technical reconstitution of the form of legal entity of the General Partner or (b) with the consent of a majority-in-interest of the Limited Partners. Any attempted Transfer of the General Partner's interest except in compliance with the preceding sentence shall be void. If a General Partner transfers its interest pursuant to this Section 11.1, the transferee shall be admitted to the Partnership only upon the written consent of the transferring General Partner. In connection with any borrowing or guarantee by the Partnership, the General Partner may collaterally assign the right of the Partnership to make and receive drawdowns of capital contributions, otherwise permitted by this Agreement, to a lender to secure a guarantee or loan to the Partnership or to an Affiliate, and no such collateral assignment shall be treated as a Transfer for purposes of this Agreement or otherwise require the consent of the Limited Partners.

11.2 Transfers of Limited Partnership Interests.

(a) General. No Transfer of a Limited Partner's interest in the Partnership, in whole or in part, shall be made other than pursuant to this Section 11.2. Any attempted Transfer of all or any part of a Limited Partner's interest in the Partnership without compliance with this Agreement shall be void. Each Transfer shall be subject to all of the terms, conditions, restrictions and obligations set forth in this Agreement, be evidenced by a written agreement executed by the transferor, the transferee(s) and the General Partner, in form and substance satisfactory to the General Partner, and be effective as of the first day or last day of a fiscal quarter (unless otherwise agreed to by the General Partner).

(b) Consent of General Partner. The prior written consent of the General Partner, which may be granted or withheld in its sole discretion, shall be required for any Transfer of all or part of any Limited Partner's interest in the Partnership, including a Transfer of solely an economic interest in the Partnership. In determining whether to grant its consent to a Transfer, the General Partner shall take into account whether such Transfer would result in the "termination" of the Partnership pursuant to Section 708 of the Code and, if so, whether such termination would result in material adverse income tax consequences or material additional expense to the Partnership or any Partner.

(c) No Public Trading in Partnership Interests. The General Partner shall not cause or permit any offering of interests in the Partnership to be registered under the Securities Act or to become "traded on an established securities market" or the substantial equivalent thereof, and shall withhold its consent to any Transfer that, to the General Partner's knowledge after reasonable inquiry, otherwise would be accomplished by a trade on a "secondary market or the substantial equivalent thereof," in each case within the meaning of Sections 7704 or 469(k) of the Code and the applicable Treasury Regulations.

(d) No Recognition of Certain Transfers. No Transfer of any "partnership interest" (as defined in Treasury Regulation Section 1.7704-1(a)(2)) in the Partnership or portion thereof or derivative interest therein shall be permitted or "recognized" (within the meaning of Treasury Regulation Section 1.7704-1(d)) by the Partnership or the General Partner unless either (i) the General Partner determines that either such Transfer or the Partnership (immediately after such Transfer) will qualify for a safe harbor set forth in the Treasury Regulations under Section 7704 or (ii) the General Partner otherwise determines, after consulting with the Partnership's tax advisors, that such Transfer will not cause the Partnership to be treated as a publicly traded partnership under Section 7704(b) of the Code.

(e) Required Representations by Parties.

(i) The transferor and each transferee shall provide to the General Partner, in connection with any proposed Transfer, written representations to the effect that:

(1) The proposed Transfer will not be effected on or through (A) a United States national, regional or local securities exchange, (B) a foreign securities exchange or (C) an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers; and

(2) Such Person is not, and its proposed Transfer or acquisition (as the case may be) will not be made by, through or on behalf of (A) a Person, such as a broker or a dealer, making a market in interests in the Partnership, or (B) a Person who makes available to the public bid or offer quotes with respect to interests in the Partnership.

(ii) The transferor and transferee(s) shall provide such additional written representations as the General Partner reasonably may request, including representations as to the status of the transferee as an "accredited investor" within the meaning of Regulation D under the Securities Act, and including representations required by Section 14.7(d).

(iii) The General Partner and counsel to the Partnership shall be permitted to rely upon any representations made by the transferor and transferee(s), whether pursuant to Section 11.2(e)(i) or Section 11.2(e)(ii) or otherwise, and on written representations from other Partners made prior to or contemporaneously with such proposed Transfer. The General Partner, in its sole discretion, may waive its right to obtain any representations otherwise required by Section 11.2(e)(i) or Section 11.2(e)(ii).

(f) Other Prohibited Legal Consequences.

No Transfer shall be permitted, and the General Partner shall withhold its consent with respect thereto, if it determines in good faith that such Transfer would:

(i) Result in a violation of the registration requirements of the Securities Act or disqualify the Partnership or an Affiliate of the Partnership from relying on Regulation D under the Securities Act to issue securities;

(ii) Require the Partnership to register as an investment company under the Investment Company Act of 1940, as amended;

(iii) Require the General Partner, the Management Company or any of their respective Affiliates to register as an investment adviser under the Investment Advisers Act of 1940, as amended, if it or they are not already registered, or with any state securities authority;

(iv) Result in the Partnership being classified for United States federal income tax purposes as an association taxable as a corporation; or

(v) Result in the Partnership being considered to be a "publicly traded partnership" under Section 7704 of the Code.

(g) Opinion of Counsel. Any Transfer otherwise permitted hereunder will be made only upon receipt by the Partnership of a written opinion of counsel for the Partnership, or of other counsel reasonably satisfactory to the General Partner, in form and substance satisfactory to the General Partner, as to compliance with Section 11.2(f) and such other legal matters as the General Partner reasonably may request. The General Partner may waive, in whole or in part, the requirement of an opinion pursuant to this Section 11.2(g).

(h) Reimbursement of Transfer Expenses. The transferor of any interest in the Partnership hereby agrees to reimburse the Partnership, at the request of the General Partner, for any expenses reasonably incurred by the Partnership in connection with such Transfer, including the costs of seeking and obtaining the representations required by Section 11.2(e) or the legal opinion required by Section 11.2(g) or Section 11.3(a) and any other legal, accounting and miscellaneous expenses ("**Transfer Expenses**"), whether or not such Transfer is consummated. At its election, and in any event if the transferor has not reimbursed the Partnership for any Transfer Expenses incurred by the Partnership in preparing for or consummating a proposed or completed Transfer within ten (10) days after the General Partner has delivered to such Partner written demand for payment, the General Partner may seek reimbursement from the transferee of such interest. If the transferee does not reimburse the Partnership for such Transfer Expenses within a reasonable time, the General Partner may charge the transferee's Capital Account with such Transfer Expenses.

11.3 Admission of Substituted Limited Partners.

(a) General. Any transferee of a Partnership interest transferred in accordance with the provisions of this Article XI shall be admitted as a substituted Limited Partner only with the General Partner's written consent, which consent may be withheld for any reason or for no reason. Without the written consent of the General Partner to such substitution and the written opinion of counsel required by Section 11.2(g) (or waiver thereof by the General Partner), no transferee of a Partnership interest shall be admitted as a Limited Partner.

(b) Effect of Admission. The transferee of an interest in the Partnership transferred pursuant to this Article XI that is admitted to the Partnership as a substituted Limited Partner shall succeed to the rights and liabilities of the transferor Limited Partner with respect to

such interest and, after the effective date of such admission, the Subscription, Contribution and Capital Account of the transferor shall become the Subscription, Contribution and Capital Account of the transferee, to the extent of the interest transferred. If a transferee is not admitted to the Partnership as a substituted Limited Partner, (i) such transferee shall have no right to participate with the Limited Partners in any votes taken or consents granted or withheld by the Limited Partners hereunder, and (ii) the transferor (including, if applicable, the estate, legal representative, or other successor of the original owner) shall remain liable to the Partnership for all contributions and other amounts payable with respect to the transferred interest to the same extent as if no Transfer had occurred.

11.4 Non-Compliant Transfer. If a Transfer has been proposed or attempted but has not satisfied the requirements of this Article XI (including, as determined in good faith by the General Partner, any transaction which does not otherwise constitute a Transfer but a purpose of which is to achieve indirectly a result similar to that which would be achieved directly if such transaction were structured as a Transfer), the General Partner shall not admit the purported transferee as a substituted Limited Partner but, to the contrary, shall use its reasonable best efforts to ensure that the Partnership (a) continues to treat the transferor as the sole owner of the interest in the Partnership purportedly transferred, (b) makes no distributions to the purported transferee and (c) does not furnish to the purported transferee any tax or financial information regarding the Partnership. The General Partner shall also use its reasonable best efforts to ensure that the Partnership does not otherwise treat the purported transferee as an owner of any interest in the Partnership (either legal or equitable), unless required by law to do so. The Partnership shall be entitled to seek injunctive relief, at the expense of the purported transferor, to prevent any such purported Transfer.

11.5 Multiple Ownership. If the Transfer results in multiple ownership of any Limited Partner's interest in the Partnership, the General Partner may require one or more trustees or nominees to be designated as representing a portion of or the entire interest transferred for purposes of (a) receiving all notices which may be given, and all payments which may be made, under this Agreement and (b) exercising all rights which the transferor as a Limited Partner has pursuant to the provisions of this Agreement.

11.6 No Withdrawal Rights. Except as otherwise provided in this Agreement, no Partner shall have the right to withdraw from the Partnership, to withdraw its capital and profits from the Partnership, or to demand and receive any Partnership property in exchange for its interest in the Partnership.

ARTICLE XII

EXCULPATION AND INDEMNIFICATION

12.1 Exculpation.

(a) General. No Covered Person, whether or not such Person remains a Covered Person, shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner which arises out of any investment or any other action or omission of

such Covered Person or any other Person if (i) such Covered Person acted in good faith, (ii) such conduct did not constitute gross negligence (unless arising out of or relating to such Person's service as a director or officer (or equivalent role) of any current or former Portfolio Company) or willful misconduct, and (iii) with respect to any criminal action or proceeding, such Covered Person had no reasonable cause to believe that his or her conduct was unlawful. Notwithstanding anything to the contrary in this Agreement, to the extent that, at law or in equity, a Partner has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, any Partner or any other Person that is bound by this Agreement, such Partner acting under this Agreement shall not be liable to the Partnership, any Partner or any other Person bound by this Agreement for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities (by specifying a duty of care or otherwise) of a Partner otherwise existing at law or in equity, are agreed by each Partner to replace such duties and liabilities. For purposes of this Article XII, "**Covered Person**" shall mean the General Partner (including without limitation the General Partner acting as Partnership Representative or as liquidator), the Management Company, each officer, director, manager, member or partner of the General Partner or of the Management Company and each partner, member, stockholder, officer, director, manager, employee, agent or Affiliate of any of the foregoing.

(b) Further Limitations. The liability of a Covered Person under this Agreement, including without limitation Section 12.1(a), shall be limited, in the aggregate, to such Covered Person's direct interest in the Partnership (or indirect interest through such Person's interest in the General Partner) plus any unlawful economic benefit such Covered Person may have derived as a result of failing to comply with the standard of care set forth in Section 12.1(a).

(c) Activities of Others. No Covered Person shall be liable for the negligence, whether by action or omission, dishonesty or bad faith of any employee, broker or other agent of the Partnership selected by any Covered Person with reasonable care.

(d) Advisory Committee Members. No member of the Advisory Committee and no Limited Partner who may have designated such member shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner which arises out of any action or omission of such member, *provided that* such member acted in good faith and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Person's conduct was unlawful.

(e) Liquidator. No Person other than the General Partner that serves as liquidator pursuant to Article X shall be liable to the Partnership or any Partner for any loss suffered by the Partnership or any Partner which arises out of any action or omission of such Person, provided that such Person acted in good faith and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such Person's conduct was unlawful.

(f) Advice of Experts. No Covered Person, no member of the Advisory Committee and no Person serving as liquidator shall be liable to the Partnership or any Partner with respect to any action or omission taken or suffered by any of them in good faith if such

action or omission is taken or suffered in reliance upon and in accordance with the opinion or advice of legal counsel (as to matters of law), or of accountants (as to matters of accounting), or of investment bankers, accounting firms, or other appraisers (as to matters of valuation), *provided that* any such professional or firm is selected by any such Person with reasonable care.

12.2 Indemnification.

(a) General. The Covered Persons, each liquidator, each member of the Advisory Committee, each Limited Partner that designated a member of the Advisory Committee, and each partner, member, stockholder, director, officer, manager, trustee, employee, agent and Affiliate of any of the foregoing (each, an "**Indemnitee**") shall be indemnified (whether or not the Indemnitee continues to serve in such capacity at the time such action, suit or proceeding is brought or threatened), subject to the other provisions of this Agreement, by the Partnership (only out of Partnership assets, including the proceeds of liability insurance) against any claim, demand, controversy, dispute, cost, loss, damage, expense (including attorneys' fees), judgment and/or liability incurred by or imposed upon the Indemnitee in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency), to which the Indemnitee may be made a party or otherwise involved or with which the Indemnitee shall be threatened, by reason of the Indemnitee's being at the time the cause of action arose or thereafter, a Covered Person, a liquidator, a member of the Advisory Committee, a Limited Partner that designated a member of the Advisory Committee, a partner, member, stockholder, director, officer, manager, trustee, employee, agent or Affiliate of any of the foregoing, or a partner, member, stockholder, director, officer, manager, trustee, employee, consultant or agent of any other organization in which the Partnership owns or has owned an interest or of which the Partnership is or was a creditor, which other organization the Indemnitee serves or has served as a partner, member, stockholder, director, officer, manager, trustee, employee, consultant or agent at the request of the Partnership, or by reason of actions or omissions taken or suffered in any such capacity.

(b) Limitation on Indemnification. An Indemnitee shall not be indemnified with respect to matters as to which the Indemnitee shall have been finally adjudicated in any such action, suit or proceeding (i) not to have acted in good faith or to have acted with gross negligence (unless arising out of or relating to such Person's service as a director or officer (or equivalent role) of any current or former Portfolio Company) or willful misconduct, or (ii) with respect to any criminal action or proceeding, to have had reasonable cause to believe that such Person's conduct was unlawful.

(c) Advance Payment of Expenses. The Partnership shall pay the expenses incurred by an Indemnitee in connection with any such action, suit or proceeding, or in connection with claims arising in connection with any potential or threatened action, suit or proceeding, in advance of the final disposition of such action, suit or proceeding, upon receipt of an enforceable undertaking by such Indemnitee to repay such payment if the Indemnitee shall be determined to be not entitled to indemnification for such expenses pursuant to this Article XII; provided, however, that in such instance the Indemnitee is not defending an actual or threatened claim, action, suit or proceeding against the Indemnitee by the General Partner directly or

indirectly through the Partnership (or by the Indemnitee against the Partnership and/or the General Partner).

(d) Insurance. At its election, the General Partner may cause the Partnership to purchase and maintain insurance, at the expense of the Partnership and to the extent available, for the protection of any Indemnitee or potential Indemnitee against any liability incurred in any capacity which results in such Person being an Indemnitee (provided that such Person is serving or has served in such capacity at the request of the Partnership or the General Partner), whether or not the Partnership has the power to indemnify such Person against such liability. The General Partner may purchase and maintain insurance on behalf of and at the expense of the Partnership for the protection of any officer, director, manager, employee or other agent of any other organization in which the Partnership owns an interest or of which the Partnership is a creditor against similar liabilities, whether or not the Partnership has the power to indemnify any Person against such liabilities.

(e) Successors. The foregoing right of indemnification shall inure to the benefit of the executors, administrators, personal representatives, successors or assigns of each such Indemnitee.

(f) Rights to Indemnification from Other Sources.

(i) Indemnification from Other Sources. The rights to indemnification and advancement of expenses conferred in this Section 12.2 shall not be exclusive and shall be in addition to any rights to which any Indemnitee may otherwise be entitled or hereafter acquire under any law, statute, rule, regulation, charter document, bylaw, contract or agreement.

(ii) Priority of Indemnification from Other Sources. The Partners hereby expressly intend that the provisions of this Section 12.2 shall be interpreted to reflect an ordering of liability for potentially overlapping or duplicative indemnification payments to an Indemnitee, with any applicable Third Party Indemnifiers having primary liability and the Partnership having only secondary liability. In the event the Partnership makes any indemnification payments to an Indemnitee with respect to any action, suit, or proceeding, the Partnership shall be, automatically and without the need for any further action on the part of any Person, subrogated to the Indemnitee's rights to pursue a claim for indemnification from a Third Party Indemnifier with respect to such action, suit, or proceeding.

(g) Discretionary Limitation by General Partner. Notwithstanding Section 12.2(a) and Section 12.2(c), the General Partner in its sole discretion may limit or eliminate indemnification payments that otherwise would be made by the Partnership to any Indemnitee other than a member of the Advisory Committee or a Limited Partner that designated such member.

12.3 Limitation by Law. If any Covered Person or Indemnitee or the Partnership itself is subject to any law, rule or regulation which restricts the extent to which any Person may be exculpated or indemnified by the Partnership, the exculpation provisions set forth in Section 12.1 and the indemnification provisions set forth in Section 12.2, as applied to such Covered Person,

Indemnitee or the Partnership, shall be deemed to be amended, automatically and without further action by the Partners, to the minimum extent necessary to conform to such restrictions.

12.4 Return of Certain Distributions. If (a) the Partnership incurs a liability or obligation, and (b) the Partnership does not have sufficient available funds to satisfy such liability or obligation, then the General Partner may require that each Partner make additional contributions to the capital of the Partnership, upon not less than ten (10) days' prior written notice from the General Partner, of its pro rata share, based on the relative Contributions of the Partners, of the amount necessary to satisfy such liability or obligation; *provided* that (i) no Partner shall be required to contribute an aggregate amount pursuant to this Section 12.4 greater than the aggregate amount of distributions made to such Partner (and such Partner's predecessors-in-interest) pursuant to Articles VII and X, and (ii) no Partner shall be required to contribute any amounts pursuant to this Section 12.4 after the third anniversary of the date of the liquidation of the Partnership as determined under Article IX, except to fund such liability or obligation (1) that the General Partner or the Partnership is in the process of litigating, arbitrating or otherwise settling as of such third anniversary date and (2) with respect to which the General Partner has delivered to the Partners within thirty (30) days after such third anniversary date written notice of such litigation, arbitration or settlement process. A Partner's obligation to make contributions to the Partnership under this Section 12.4 shall survive the liquidation of the Partnership, and the Partnership may pursue and enforce all rights and remedies it may have against each Partner under this Section 12.4, including instituting a lawsuit to collect such contribution with interest from the due date at the Prime Rate plus six percent (6%) per annum. The provisions of this Section 12.4 shall not be construed or interpreted as inuring to the benefit of any creditor of any of the Partnership, a Limited Partner, the General Partner or any Indemnitee.

ARTICLE XIII

AMENDMENTS, VOTING AND CONSENTS

13.1 Amendments.

(a) Consent of Partners. Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may be waived on behalf of all Partners, modified, terminated or amended, during or after the term of the Partnership, with the prior written consent of the General Partner and a majority-in-interest of the Limited Partners; *provided*, *however*, that any provision of this Agreement requiring the written vote or consent of a greater percentage in interest of the Limited Partners may be waived on behalf of all Partners, modified, terminated or amended only with the vote or written consent of the General Partner and such greater percentage in interest of the Limited Partners as is required by such provision.

(b) Amendments Affecting Partners' Economic Rights. No amendment shall increase the Subscription of any Limited Partner or dilute the interest of any Limited Partner relative to the interests of the other Limited Partners in the profits or capital of the Partnership or in allocations or distributions attributable to the ownership of such interest without the prior written consent of such Limited Partner, except such dilution as may result from additional

Subscriptions from the Partners or the admission of additional Limited Partners pursuant to this Agreement, and pursuant to an exercise of remedies by the Partnership under Section 3.2(d) and Section 6.3. This Section 13.1(b) shall not be amended without the unanimous consent of all Partners.

(c) Notice of Amendments. The General Partner shall furnish copies of any amendments to this Agreement to all Partners, other than changes in the List of Partners to reflect the admission, withdrawal or substitution of Partners, changes in the addresses of Partners or otherwise in accordance with Section 3.1, and changes in the Subscriptions of Partners (in each case occurring pursuant to this Agreement), which shall not require the consent of or notice to any Limited Partner. Notwithstanding the other provisions of this Article XIII, the General Partner, without the consent of any other Partner, may amend any provision of this Agreement to cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct any printing, stenographic or clerical errors or omissions in order that this Agreement shall accurately reflect the agreement among the Partners.

13.2 Voting and Consents.

Whenever action is required by this Agreement to be taken by a specified percentage in interest of the Limited Partners, such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners whose Contributions represent the specified percentage of the aggregate Contributions of all Limited Partners at the time. Similarly, whenever action is required by this Agreement to be taken by a specified percentage in interest of a specified class or group of Limited Partners such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners of such class or group whose Contributions represent the specified percentage of the aggregate Contributions of all Limited Partners of such class or group at the time. For these purposes, a majority-in-interest shall mean a percentage in interest in excess of 50%, and Non-Voting Interests, if any, shall not be taken into account. Any limited partnership interest held by the General Partner or any Defaulting Partner shall be deemed a Non-Voting Interest.

ARTICLE XIV

ADMINISTRATIVE PROVISIONS

14.1 Keeping of Accounts and Records; Certificate of Limited Partnership.

(a) Accounts and Records. At all times the General Partner shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Partnership. Such books of account shall be kept in accordance with generally accepted accounting principles and procedures or in the format used for the federal income tax return of the Partnership, whichever, in the opinion of the General Partner, best serves the purpose of the Partnership, and shall be compiled by the Partnership's accountants. The General Partner shall also maintain: (i) an executed copy of this Agreement (and any amendments hereto) as may be in effect from time to time; (ii) the Certificate of Limited Partnership of the Partnership (and any amendments thereto) as may be in effect from time to

time; (iii) executed copies of any powers of attorney pursuant to which any document described in clause (i) or (ii) has been executed by the Partnership; (iv) the List of Partners; (v) copies of all tax returns filed by the Partnership for each of the prior three years; and (vi) all financial statements of the Partnership for each of the prior three years. Such books and records shall at all times be maintained at the principal office of the Partnership.

(b) Certificate of Limited Partnership. The General Partner shall file for record with the appropriate public authorities and, if required, publish the Certificate of Limited Partnership of the Partnership and any amendments thereto.

14.2 Inspection Rights. At any time before the Partnership's complete liquidation, each Limited Partner at its own expense may fully examine and audit the Partnership's books, records, accounts and assets, including bank account balances, provided that the General Partner can obtain such additional information without unreasonable effort or expense. Any such examination or audit shall be made (a) only upon ten (10) Business Days' prior written notice to the General Partner, (b) during normal business hours, and (c) without undue disruption. Notwithstanding the foregoing, the General Partner shall have the benefit of the confidential information provisions of Section 14.8(h) and Section 17-305(b) of the Delaware Act.

14.3 Financial Reports.

(a) Annual Financial Statements. The General Partner shall use commercially reasonable efforts to transmit to each Partner, within 120 days after the close of each fiscal year, an unaudited financial report of the Partnership for the previous year, including a balance sheet, and related statements of income, retained earnings (Partners' equity) and changes in financial condition. All such statements shall be prepared in accordance with generally accepted accounting principles and procedures or in the format used for the federal income tax return of the Partnership, whichever, in the opinion of the General Partner, best serves the purpose of the Partnership, and shall be compiled by the Partnership's accountants.

(b) Annual Tax Information. The General Partner shall use commercially reasonable efforts to transmit to each Partner, as soon as reasonably practicable after the close of each fiscal year, such Partner's Schedule K-1 (Internal Revenue Service Form 1065) or an equivalent report indicating such Partner's share of all items of income or gain, expense, loss or other deduction and tax credit of the Partnership for such year, as well as the status of such Partner's Capital Account as of the end of such year, and such additional information as such Partner reasonably may request to enable it to complete its tax returns or to fulfill any other reporting requirements, provided that the General Partner can obtain such additional information without unreasonable effort or expense.

(c) Quarterly Financial Statements. The General Partner shall use commercially reasonable efforts to furnish to each Limited Partner, within sixty (60) days after the end of each of the first three fiscal quarters of each fiscal year of the Partnership, summary unaudited financial information of the Partnership for the quarter then ended.

(d) Payment of Expenses. The General Partner shall cause the Partnership to pay for all charges for services and related fees of the accountants for the Partnership.

(e) Accounting Decisions. All decisions as to accounting matters, except as specifically provided to the contrary herein, shall be made by the General Partner in accordance with the accounting methods adopted by the Partnership for federal income tax purposes or in accordance with generally accepted accounting principles and practices applied in a consistent manner. Such decisions must be acceptable to the Partnership's accountants, and the General Partner may rely upon the advice of the Partnership's accountants as to whether such decisions are in accordance with generally accepted accounting principles.

14.4 Annual Meeting. At the General Partner's discretion, the Partnership may hold an annual meeting, at which the Limited Partners may review and discuss the Partnership's investment activity and portfolio. At the General Partner's discretion, individual meetings may be held in lieu of, or in addition to, an annual meeting.

14.5 Notices. Except as otherwise specifically provided in this Agreement, all notices, requests, consents, approvals and statements shall be in writing and, if properly addressed to the recipient, shall be deemed given if (a) delivered personally to the recipient; (b) mailed by first class mail (or if sent to or from outside the United States, by airmail), postage prepaid; (c) sent by electronic mail; or (d) delivered by a reputable overnight courier service. Notices shall be deemed to be properly addressed, if to the Partnership, at its principal office, and if to any Partner, if addressed to its address or electronic mail address, as applicable, as set forth in the List of Partners, or to such other address as the addressee previously may have specified by written notice given in the manner specified in this Section 14.5 to the Partnership, in the case of the Limited Partners, or to the Limited Partners, in the case of the Partnership or the General Partner. Notices shall be deemed received one (1) Business Day after they are given, sent or delivered, except that notices sent by first class mail shall be deemed received three (3) Business Days after they are mailed.

14.6 Accounting Provisions.

(a) Fiscal Year. The fiscal year of the Partnership shall be the calendar year or, if the Partnership is required to use a different year as its taxable year for federal income tax purposes, such other year.

(b) Accountants. The Partnership's accountants shall be a public accounting firm selected by the General Partner. The General Partner may change the Partnership's accountants from time to time.

14.7 Tax Provisions.

(a) Classification as Partnership. The General Partner (i) will not cause or permit the Partnership to elect (1) to be excluded from the provisions of Subchapter K of Chapter 1 of the Code or (2) to be treated as a corporation for federal income tax purposes or (3) to be treated as an "electing large partnership" as defined in Section 775 of the Code; (ii) will

cause the Partnership to make any election reasonably determined to be necessary or appropriate in order to ensure the treatment of the Partnership as a partnership for federal income tax purposes; (iii) will cause the Partnership to file any required tax returns in a manner consistent with its treatment as a partnership for federal income tax purposes; and (iv) shall not take any action that would be inconsistent with the treatment of the Partnership as a partnership for such purposes.

(b) Partnership Representative; Partner Tax Information. The General Partner shall be designated as the "partnership representative" (the "**Partnership Representative**") as provided in Code Section 6223(a) (as amended by the Bipartisan Budget Act of 2015 ("**BBA**")). All expenses incurred by the Partnership Representative (including professional fees for such accountants, attorneys and agents as the Partnership Representative, in its sole discretion, determines are necessary to or useful in the performance of its duties in that capacity) shall be borne by the Partnership. Each Partner shall provide to the Partnership upon request such information, forms or representations which the General Partner may reasonably request with respect to the Partnership's compliance with applicable tax laws, including, any information, forms or representations requested by the General Partner to assist in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency upon the Partnership or amounts paid to the Partnership. Each Partner agrees to promptly provide the General Partner such information regarding the Partner and its beneficial owners and forms as the General Partner requests so that the Partnership may comply with its obligations under Sections 1471 through 1474 of the Code and any Treasury Regulations or other guidance promulgated thereunder. Notwithstanding anything to the contrary in this Agreement or the Partner's Subscription Agreement, the Partner hereby waives the application of any non-U.S. law, to the extent such law would prevent the Partnership or the General Partner from reporting to the U.S. Internal Revenue Service and/or the U.S. Treasury any information required to be reported with respect to such Partner and its beneficial owners under Sections 1471 through 1474 of the Code and any Treasury Regulations or other guidance promulgated thereunder.

(c) Section 1045 Rollovers. Each Limited Partner agrees that (i) with respect to its limited partnership interest, it will not require the Partnership to elect, and the Partnership shall not be required to elect, the application of Section 1045 of the Code (dealing with rollovers of gains realized on the disposition of "qualified small business stock" as defined in Section 1202 of the Code) or any similar provisions of any state income tax law; (ii) without the prior written consent of the General Partner, such Partner will not make any election referred to in the preceding clause (i) if such election would impose on the Partnership or the General Partner any obligation (including, but not limited to, any obligation to furnish information, maintain records or file returns or other documents); and (iii) the Partnership shall not be required to comply with any tax reporting or accounting requirements (including, but not limited to, those relating to the adjustment of the tax basis of any asset of the Partnership or the interest in the Partnership of any Partner) that may be imposed under Section 1045 of the Code, and shall not be required to provide any information necessary to enable such Partner to comply with or elect the application of Section 1045 of the Code, in each case with respect to rollovers of qualified small business stock by the Partnership or by or on behalf of any Partner.

(d) Electing Investment Partnership. Each Limited Partner hereby agrees and covenants that it shall not make an election under Section 732(d) of the Code without the prior written consent of the General Partner. The General Partner may, but shall not be obligated to, cause the Partnership to make an election under Section 754 of the Code or an election to be treated as an "electing investment partnership" within the meaning of Section 743(e) of the Code. If the Partnership elects to be treated as an electing investment partnership, each Limited Partner shall (i) cooperate with the Partnership to maintain such status, (ii) not take any action that would be inconsistent with such election, (iii) provide the General Partner with any information necessary to allow the Partnership to comply with its tax reporting and other obligations as an electing investment partnership, and (iv) provide the General Partner and such Limited Partner's transferee, promptly following the transfer of such Limited Partner's interest, with the information required under the Code, Internal Revenue Service Notice 2005-32 (or any successor guidance) or otherwise to be furnished to the Partnership or such transferee, including such information as is necessary to enable the Partnership and such transferee to compute the amount of losses disallowed under Section 743(e) of the Code. Whether or not the Partnership makes an election to be treated as an electing investment partnership, each Limited Partner or former Limited Partner shall, promptly upon request, provide the General Partner with any information related to such Partner necessary to allow the Partnership to comply with (i) its obligations to make tax basis adjustments under Sections 734 or 743 of the Code and (ii) any other tax reporting obligations of the Partnership. In addition, to the extent that the transfer to a Limited Partner (or the transfer of interests in a Limited Partner) results in the Partnership adjusting the basis of Partnership property, each Limited Partner that receives an interest in the Partnership by reason of such transfer (or, in the case of the transfer of interests in a Limited Partner, such Limited Partner) hereby agrees that upon the request of the General Partner, such Limited Partner shall reimburse the Partnership and/or the General Partner within ten (10) Business Days for any expenses (including, without limitation, accounting fees) reasonably incurred by the Partnership and/or the General Partner (and their respective affiliates) from time to time in connection with effecting such adjustments to the basis of Partnership property and any corresponding adjustments to the calculation of Partnership gains and losses as it relates to such transfer.

(e) Tax Examinations and Audits. The Partnership Representative is authorized to represent the Partnership in connection with all examinations of the affairs of the Partnership by any taxing authority or other governmental agency, including any resulting administrative and judicial proceedings, and to expend funds of the Partnership for professional services and costs associated therewith. Each Partner agrees to cooperate with the Partnership Representative and to do or refrain from doing any or all things reasonably requested by the Partnership Representative with respect to the conduct of examinations by any taxing authority or other governmental agency and any resulting proceedings. Each Partner agrees that any action taken by the Partnership Representative in connection with audits of the Partnership shall be binding upon such Partners and that such Partner shall not independently act with respect to tax audits or tax litigation affecting the Partnership. The Partnership Representative shall have sole discretion to determine whether the Partnership (either on its own behalf or on behalf of the Partners) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority or other governmental agency.

(f) BBA Elections and Procedures**.** In the event of an audit of the Partnership that is subject to the partnership audit procedures enacted under Section 1101 of the BBA (the "**BBA Procedures**"), the Partnership Representative, in its sole discretion, shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the Partnership under the BBA Procedures (including any election under Code Section 6226 as amended by the BBA). If an election under Code Section 6226(a) (as amended by the BBA) is made, the Partnership shall furnish to each Partner for the year under audit a statement of the Partner's share of any adjustment set forth in the notice of final partnership adjustment, and each Partner shall take such adjustment into account as required under Code Section 6226(b) (as amended by the BBA).

(g) Tax Returns and Tax Deficiencies. Each Partner agrees that such Partner shall not treat any Partnership item inconsistently on such Partner's federal, state, foreign or other income tax return with the treatment of the item on the Partnership's return. Any deficiency for taxes imposed on any Partner (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Partner and if required to be paid (and actually paid) by the Partnership, will be recoverable from such Partner. To the extent that the Partnership Representative does not make an election under Code Section 6221(b) or Code Section 6226 (each as amended by the BBA), the Partnership shall use commercially reasonable efforts to (i) make any modifications available under Code Section 6225(c)(3), (4), and (5), as amended by the BBA, and (ii) if requested by a Partner, provide to such Partner information allowing such Partner to file an amended federal income tax return, as described in Code Section 6225(c)(2) as amended by the BBA, to the extent such amended return and payment of any related federal income taxes would reduce any taxes payable by the Partnership.

(h) Change in Law. Notwithstanding any provision in this Agreement to the contrary, in the event that the General Partner determines in good faith, after consultation with the Partnership's tax advisors, that there has been a significant change (or there is a significant likelihood of a such a change) to the expected income tax consequences associated with the receipt (or allocation) of the General Partner's "carried interest" (any such determination, a "**Significant Change Determination**"), then the General Partner shall be entitled to take any action (including amending this Agreement) that the General Partner believes to be reasonably necessary to mitigate the impact of any such actual or expected change in law (*provided, however*, that if such action materially and adversely affects (as such phrase is applied by giving effect to the final sentence of this Section 14.7(h)) any Limited Partner, then such action may not be taken without the consent of a majority-in-interest of the Limited Partners). The General Partner shall promptly notify the Limited Partners in the event it makes a Significant Change Determination, and any such determination shall be conclusive and binding unless, within ten (10) Business Days of the date of such notice, a majority-in-interest of the Limited Partners notifies the General Partner that they do not believe such determination was made in good faith, in which case the dispute as to whether such determination was made in good faith shall be settled in accordance with Section 14.8(j). For purposes of this Section 14.7(h), the Limited Partners agree that the following shall not be deemed "material and adverse effects" for the Limited Partners: (i) the costs of assessing, evaluating, processing or otherwise responding to proposed amendments (including the fees and costs of attorneys, accountants and other advisors

engaged in connection therewith); (ii) accounting and similar administrative costs; and (iii) any costs or burdens of a *de minimis* nature.

14.8 General Provisions.

(a) Power of Attorney. Each of the undersigned by execution of this Agreement (including by execution of a counterpart signature page hereto directly or by power of attorney) constitutes and appoints the General Partner as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file (i) the Certificate of Limited Partnership and any other instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Partnership, (ii) all instruments, documents and certificates that may be required to effectuate the dissolution and termination of the Partnership in accordance with the provisions hereof and the Delaware Act, (iii) all other amendments of this Agreement or the Certificate of Limited Partnership contemplated by this Agreement including, without limitation, amendments reflecting the addition or substitution of any Partner, or any action of the Partners duly taken pursuant to this Agreement whether or not such Partner voted in favor of or otherwise approved such action, (iv) any other instrument, certificate or document required from time to time to admit a Partner, to effect its substitution as a Partner, to effect the substitution of the Partner's assignee as a Partner, or to reflect any action of the Partners provided for in this Agreement, and (v) any other instrument, certificate or document required from time to time to effect the Transfer of a Defaulting Partner's interest; *provided, however,* that no actions shall be taken by the General Partner under the power of attorney granted pursuant to this Section 14.8(a) that would have any adverse effect on the limited liability of any Limited Partner. The foregoing grant of authority (1) is a special power of attorney coupled with an interest in favor of the General Partner and as such shall be irrevocable and shall survive the death or disability of a Partner that is a natural person or the merger, dissolution or other termination of the existence of a Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Partner of the whole or any portion of its interest, except that where the assignee of the whole thereof has appointed the General Partner as its true and lawful attorney in fact on the terms hereof attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect any permitted substitution of the assignee for the assignor as a Partner and shall thereafter terminate. This power of attorney may be exercised by such attorney in fact and agent for each of the Limited Partners (or any of them) by a single signature of the General Partner acting as attorney in fact with or without listing all of the Limited Partners executing an instrument.

(b) Execution of Additional Documents. Each Partner hereby agrees to execute all certificates, counterparts, amendments, instruments or documents that may be required by laws of the various jurisdictions in which the Partnership conducts its activities, to conform with the laws of such jurisdictions governing limited partnerships.

(c) Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware.

(e) Waiver of Partition. Each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

(f) Securities Law Matters. Each Partner understands that in addition to the restrictions on transfer contained in this Agreement, it must bear the economic risks of its investment for an indefinite period because the Partnership interests have not been registered under the Securities Act or under any applicable securities laws of any state or other jurisdiction and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act and any such other applicable securities laws or an exemption from such registration is available.

(g) [Japanese Securities Laws. Each Limited Partner who is a Japanese resident or who is otherwise subject in any way to Japanese securities regulations generally (each, a "**Japanese Investor**") understands that (i) no securities registration statement pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Law of Japan (the "**FIEL**") has been prepared or filed with any authority with respect to the solicitation of an offer to acquire the interests in the Partnership, because such solicitation would constitute a "solicitation for a small number of people" (defined in Article 23-13, Paragraph 4 of the FIEL) and (ii) the interests in the Partnership constitute rights deemed to be securities as set forth in Article 2, Paragraph 2, Item 6 of the FIEL. Notwithstanding any provision of this Agreement to the contrary, (1) in the case that a Japanese Investor is not a qualified institutional investor (*tekikakukikantoshika*) as provided for in Article 2, Paragraph 3, Item 1 of the FIEL (a "**QII**") when it subscribes for its interest in the Partnership (the interest in the Partnership of any such Japanese Investor, a "**Non-QII Interest**"), no Transfer of such Non-QII Interest may be made unless such Transfer includes all of such Non-QII Interest and is made to a single transferee who does not fall under any of the sub-items of Article 63, Paragraph 1, Item 1 of the FIEL and (2) in the case that a Japanese Investor is a QII when it subscribes for its interest in the Partnership (the interest in the Partnership of any such Japanese Investor, a "**QII Interest**"), it may not, directly or indirectly Transfer its QII Interest (or any interest therein) in whole or in part other than to a QII who does not fall under any of the sub-items of Article 63, Paragraph 1, Item 1 of the FIEL and, furthermore, in the case of a Transfer of such QII Interest by any transferee, such transferee may not, directly or indirectly Transfer its QII Interest (or any interest therein) in whole or in part other than to a QII who does not fall under any of the sub-items of Article 63, Paragraph 1, Item 1 of the FIEL.][1]

(h) Confidentiality.

(i) A Limited Partner's rights to access or receive any information about the Partnership or its business including, without limitation, (1) information to which a Limited Partner is provided access pursuant to Section 14.2, (2) financial statements, reports and

[1] Subject to further review.

other information provided pursuant to Section 14.3, and (3) the offering documents for the Partnership, this Agreement, any subscription agreement and any other related agreements (the "**Partnership Information**"), are conditioned on such Limited Partner's willingness and ability to assure that the Partnership Information will be used solely by such Limited Partner for purposes reasonably related to such Limited Partner's interest as a Limited Partner, and that such Partnership Information will not become publicly available as a result of such Limited Partner's rights to access or receive such Partnership Information.

(ii) Each Limited Partner acknowledges and agrees that the Partnership Information constitutes a valuable trade secret of the Partnership and agrees to maintain any Partnership Information provided to it in the strictest confidence and not to disclose the Partnership Information to any person other than to its officers, fiduciaries, employees, agents or consultants who have a business need to know such Partnership Information, who have been informed of the confidential nature of such Partnership Information, and who are, either by the nature of their positions or duties or pursuant to written agreement, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. Notwithstanding the foregoing, the General Partner consents to the disclosure by any Limited Partner that the General Partner determines is a fund-of-funds or similar entity to such Limited Partner's own equity holders of summary information concerning the Partnership's financial performance and status; provided, however, that in each instance such equity holders are, pursuant to a written agreement or other obligation, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. With respect to any Limited Partner, the obligation to maintain the Partnership Information in confidence shall not apply to any Partnership Information (1) that becomes publicly available (other than by reason of a disclosure by a Limited Partner), (2) the disclosure of which has been consented to by the General Partner in writing, or (3) the disclosure of which is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before any Limited Partner discloses Partnership Information pursuant to clause (3), such Limited Partner shall promptly, and in any event prior to making any such disclosure, notify the General Partner of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Partnership Information so that the General Partner may seek a protective order or other remedy to protect the confidentiality of the Partnership Information or waive compliance with this Agreement. Such Limited Partner shall also consult with the General Partner on the advisability of taking steps to eliminate or narrow the requirement to disclose the Partnership Information and shall otherwise cooperate with the efforts of the General Partner to obtain a protective order or other remedy to protect the Partnership Information. If a protective order or other remedy cannot be obtained, such Limited Partner shall disclose only that Partnership Information that its counsel advises in writing (which writing shall also be addressed and delivered to the Partnership) that it is legally required to disclose.

(iii) Each Limited Partner shall promptly notify the General Partner if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it will, or might become compelled to, use the Partnership Information other than as contemplated by Section 14.8(h)(i) or disclose Partnership Information in violation of the confidentiality restrictions in Section 14.8(h)(ii).

(iv) Notwithstanding any other provision of this Agreement, with the exception of the Schedule K-1 or equivalent report to be provided to each Partner pursuant to Section 14.3(b), the General Partner shall have the right not to provide any Limited Partner, for such period of time as the General Partner in good faith determines to be advisable, with any Partnership Information that such Limited Partner would otherwise be entitled to receive or to have access to pursuant to this Agreement (including without limitation pursuant to Section 14.2) or the Delaware Act if: (1) the Partnership, the General Partner or any of their respective officers, members or Affiliates is required by law or by agreement with a third party to keep such Partnership Information confidential; (2) the General Partner in good faith believes that the disclosure of such Partnership Information to such Limited Partner is not in the best interest of the Partnership or could damage the Partnership or its business (which may include a determination by the General Partner that such Limited Partner or one or more of its equity holders is disclosing or may disclose such Partnership Information and that the potential of such disclosure by such Person is not in the best interest of the Partnership or could damage the Partnership or its business or that of a Portfolio Company) or (3) such Limited Partner has notified the General Partner of its election not to have access to, or to receive such Partnership Information.

(v) The Limited Partners acknowledge and agree that: (1) the Partnership or the General Partner and their respective Affiliates may acquire confidential information related to third parties (e.g., Portfolio Companies) that pursuant to fiduciary, contractual, legal or similar obligations cannot be disclosed to the Limited Partners; and (2) neither the Partnership nor the General Partner and their respective Affiliates shall be in breach of any duty under this Agreement or the Delaware Act in consequence of acquiring, holding or failing to disclose such information to the Limited Partners so long as such obligations were undertaken in good faith.

(vi) In addition to any other remedies available at law, the Partners agree that the Partnership shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any failure by a Limited Partner to comply with its obligations with respect to the use and disclosure of Partnership Information, as set forth in Section 14.8(h)(i) and Section 14.8(h)(ii).

(i) Contract Construction; Headings; Counterparts. Whenever the context of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted or, at the direction of a court, modified in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular sections of the Code or the Delaware Act or any other statute shall be deemed to refer to such sections or provisions as they may be amended after the date of this Agreement. Captions in this Agreement are for convenience only and do not define or limit any term of this Agreement. It is the intention of the parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an Agreement to be strictly construed

against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement. For purposes of the Delaware Act, the Limited Partners shall constitute a single class or group of limited partners. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(j) Arbitration. Except as otherwise agreed to by the General Partner and a Limited Partner with respect to any particular controversy or claim, any controversy or claim arising out of or relating to this Agreement shall be settled through binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. Any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Agreement shall be held in Boston, Massachusetts or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits.

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IN WITNESS WHEREOF, the undersigned have executed this Amended and Restated Limited Partnership Agreement of Neoteny 4, LP as of the date first above written.

GENERAL PARTNER:

NEOTENY 4 GP, LLC

By:_____
Name: Joichi Ito
Title: Manager

INITIAL LIMITED PARTNER (HEREBY WITHDRAWING)

_____
Name: Joichi Ito

LIMITED PARTNERS:

NEOTENY 4 GP, LLC, *for and on behalf of each Limited Partner set forth on the List of Partners, as attorney-in-fact*

By:_____
Name: Joichi Ito
Title: Manager

APPENDIX I

DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below (such meanings to be equally applicable to both singular and plural forms of the terms so defined). Additional defined terms are set forth in the provisions of this Agreement to which they relate.

Additional Limited Partner	As set forth in Section 3.3(a).
Advisory Committee	As set forth in Section 3.6(a).
Affiliate	With respect to the Person to which it refers, a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such subject Person. For this purpose, (a) Portfolio Companies shall not be deemed to be Affiliates of the General Partner or any member of the General Partner, and (b) neither the Massachusetts Institute of Technology nor the MIT Media Lab shall be deemed to be an Affiliate of the Partnership, the General Partner (or any member thereof) or the Management Company (or any member thereof). Further, the Management Company is understood to be an Affiliate of the General Partner for purposes of this Agreement.
Agreement	As set forth in the introductory paragraphs to this Agreement.
Anti-Money Laundering Laws	As set forth in Section 3.2(d)(i)(2).
BBA	As set forth in Section 14.7(b).
BBA Procedures	As set forth in Section 14.7(f).
Business Day	Each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in the City of Boston, Massachusetts, are required by law to remain closed.
Capital Account	As set forth in Section 8.1(a).
Carrying Value	With respect to any asset, the asset's adjusted basis for federal income tax purposes; *provided*, *however*, that (a) the initial Carrying Value of any asset contributed to the Partnership shall be adjusted to equal its gross fair market value at the time of its contribution, and (b) the Carrying Values of all assets held by the Partnership shall be adjusted to equal their respective gross fair market values (taking Section 7701(g) of the Code into account) upon an election by the Partnership to revalue its property in accordance with Treasury Regulation Section 1.704-

	1(b)(2)(iv)(*f*) and upon liquidation of the Partnership. The Carrying Value of any asset whose Carrying Value was adjusted pursuant to the preceding sentence thereafter shall be adjusted in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(*g*).
Code	The United States Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto.
Contribution	With respect to any Partner at any time, the aggregate amount of capital contributions made to the Partnership by such Partner, adjusted in accordance with the other provisions of this Agreement, including, without limitation, Section 6.2 (relating to the return of contributions subject to subsequent drawdown) and Section 6.3(c) (relating to the imposition of a Default Charge), but excluding the contribution of an interest-equivalent amount pursuant to Section 3.3(a)(i) and the amount of any interest payable pursuant to Section 6.3(a) and Section 7.4(d).
Covered Person	As set forth in Section 12.1(a).
Cumulative Net Gain	As of any time, the excess, if any, of the cumulative Net Gain of the Partnership from its inception through and including such time.
Default Charge	As set forth in Section 6.3(c).
Default Rate	As set forth in Section 6.3(a).
Defaulting Partner	As set forth in Section 6.3(b).
Delaware Act	As set forth in Section 2.1.
Delayed Payment Interest	Partnership income attributable to (a) interest paid by any Partner pursuant to Section 6.3(a); (b) interest on costs of collecting unpaid capital contributions paid by any Partner pursuant to Section 6.3(b); and (c) interest paid by any Partner pursuant to Section 7.4(d) (relating to Tax Liability).
Disposition	The sale, exchange, redemption, repayment, repurchase or other disposition by the Partnership of all or any portion of a Portfolio Investment for cash or for Freely Tradable Securities which are to be distributed to the Partners pursuant to ARTICLE VII, including the receipt by the Partnership of a liquidating dividend for cash or for Freely Tradable Securities on such Portfolio Investment or any portion thereof which are to be distributed to the Partners pursuant to ARTICLE VII and also including the distribution in kind to the Partners of all or any portion of such Portfolio Investment as permitted hereby. A Disposition shall be deemed to include a security becoming worthless within the meaning of Section 165(g) of the Code or otherwise

becoming worthless in the reasonable discretion of the General Partner. The General Partner shall determine, in its good faith judgment, whether and to what extent a Disposition has occurred as a result of any refinancing, recapitalization or restructuring of a Portfolio Investment or Portfolio Company.

Final Closing Date — As set forth in Section 3.3(a).

Freely Tradable Security — Any security that satisfies the following conditions:

(a) The Partnership's entire holding of such securities can be immediately sold by the Partnership to the general public without the necessity of any federal, state or local government consent, approval or filing (other than any notice filings of the type required pursuant to Rule 144(h) under the Securities Act or Section 13 or 16 of the Securities Exchange Act of 1934, as amended), and

(b) Such securities are listed on a national securities exchange.

If only a portion of the Partnership's holdings of securities satisfies the requirements of the preceding sentence, that portion of the Partnership's holdings of such securities shall constitute Freely Tradable Securities. In addition to the foregoing, in the case of a distribution or proposed distribution of securities in kind, such securities shall also constitute Freely Tradable Securities if the entire portion of the distribution made to the Limited Partners can be immediately sold by them under the terms provided for in clause (a) of this definition and the condition provided for in clause (b) of this definition is satisfied, assuming for purposes of this sentence that no Limited Partner is or has been an Affiliate of the issuer of such securities and without regard to any restrictions on sale applicable to particular Limited Partners because of the particular nature or status of such Limited Partners.

Notwithstanding the foregoing, the General Partner may subject such Freely Tradable Securities to such conditions and restrictions as the General Partner determines are necessary or appropriate to preserve the value of such Freely Tradable Securities or for legal reasons.

General Partner — Initially, the entity named as General Partner in the introductory paragraphs of this Agreement, and any successor General Partner.

Indemnitee — As set forth in Section 12.2(a).

Initial Agreement — As set forth in the introductory paragraphs of this Agreement.

Initial Closing Date — As set forth in Section 3.3(a).

Initial Drawdown Date	As set forth in Section 6.1(b).
Initial Limited Partner	Joichi Ito
Limited Partners	Those Persons listed in the List of Partners as limited partners, together with any additional or substituted limited partners admitted to the Partnership after the date hereof.
List of Partners	The list, maintained by the General Partner, setting forth the names, addresses, electronic mail addresses and Subscriptions of the Partners.
Management Company	Neoteny Management, LLC, a Delaware limited liability company and an Affiliate of the General Partner, or any successor Management Company appointed by the General Partner (which successor Management Company may also be an Affiliate of the General Partner).
Management Fee	As set forth in Section 5.3.
Net Gain or Loss	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 Section 8.3, and computed with the following adjustments: (a) 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; (b) Any tax-exempt income received by the Partnership shall be included as an item of gross income; (c) 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; (d) 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;

(e) The amount of any unrealized gain or unrealized loss attributable to an asset at the time it is distributed in kind to a Partner shall be included in the computation as an item of income or loss, respectively; and

(f) 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 (b) of the definition of "Carrying Value" shall be included in the computation as items of income or loss, respectively.

Non-Voting Interest 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 purposes of Section 13.2, in determining both the aggregate Contributions of all Limited Partners and the aggregate Contributions of those Limited Partners voting in favor of or against a particular proposal. Except as otherwise explicitly provided in this Agreement, any interest held by any Person as a Non-Voting Interest shall be identical to all other limited partnership interests in all respects *other than* with regard to votes and consents.

Organizational Expenses All expenses that are attributable to the organization of the Partnership, the General Partner and the Management Company, and the sale of interests in the Partnership to the Limited Partners.

Partners As set forth in the introductory paragraphs of this Agreement.

Partnership As set forth in the introductory paragraphs of this Agreement.

Partnership Expenses As set forth in Section 5.2.

Partnership Information As set forth in Section 14.8(h)(i).

Partnership Representative As set forth in Section 14.7(b).

Person Any individual, general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association and the heirs, executors, administrators, legal representative, successors and assigns of such Person where the context so permits.

Portfolio Company	Any entity in which the Partnership holds an investment intended to achieve its investment purposes.
Portfolio Investment	An investment in a Portfolio Company.
Prime Rate	As of any date, the prime rate of interest in effect on such date as reported in *The Wall Street Journal*.
Regulatory Allocations	As set forth in Part 1.6 of Appendix II.
Securities Act	The United States Securities Act of 1933, as amended from time to time, or any successor statute thereto.
Significant Change Determination	As set forth in Section 14.7(h).
Subscription	With respect to any Partner, the total amount that such Partner has agreed to contribute to the Partnership as set forth in the List of Partners exclusive of any interest equivalent amounts pursuant to Section 3.3(a)(i).
Tax Liability	As set forth in Section 7.4(a).
Third Party Indemnifiers	Any Person (other than the Partnership or the General Partner) that is legally or contractually obligated to make indemnification payments (or equivalent payments pursuant to an insurance policy or similar arrangement) with respect to an Indemnitee.
Transfer	As set forth in Section 11.1.
Transfer Expenses	As set forth in Section 11.2(h).
Treasury Regulations	The regulations promulgated by the United States Department of the Treasury under the Code, as amended.
United States; U.S.	The United States of America.

APPENDIX II

REGULATORY AND TAX ALLOCATIONS

The provisions of this Appendix II are included in order to enable the Partnership to comply with the requirements of Treasury Regulation Section 1.704-1(b)(2)(iv).

1. Regulatory Allocations and Allocations Involving Nonrecourse Indebtedness. The following provisions are included in order to comply with tax rules set forth in the Internal Revenue Code and to permit the Partnership to obtain the benefits of a "safe harbor" provided by Treasury Regulation Section 1.704-1(b)(2)(ii)(*d*) and apply notwithstanding anything to the contrary in Section 8.2 and Section 8.3.

1.1 Minimum Gain Chargeback. Items of income or gain (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") for any taxable period shall be allocated to the Partners in the manner and to the minimum extent required by the "minimum gain chargeback" provisions of Treasury Regulation Section 1.704-2(f) and Treasury Regulation Section 1.704-2(i)(4).

1.2 Nonrecourse Deductions. All "nonrecourse deductions" (as defined in Treasury Regulation Section 1.704-2(b)(1)) of the Partnership for any year shall be allocated to the Partners in accordance with their respective Contributions; *provided, however*, that nonrecourse deductions attributable to "partner nonrecourse debt" (as defined in Treasury Regulation Section 1.704-2(b)(4)) shall be allocated to the Partners in accordance with the provisions of Treasury Regulation Section 1.704-2(i)(1).

1.3 Limit on Loss and Deduction Allocations. In no event shall any items of loss or deduction (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") be allocated to a Partner if such allocation would cause or increase a negative balance in such Partner's Capital Account (determined for this purpose, by increasing the Partner's Capital Account balance by the amount the Partner is obligated to restore to the Partnership within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(*c*) or is deemed obligated to restore pursuant to Treasury Regulation Sections 1.704-2(g) and 1.704-2(i)(5) and decreasing it by the amounts specified in Treasury Regulation Sections 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) and (*6*)).

1.4 Qualified Income Offset. Items of income or gain (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") for any taxable period shall be allocated to the Partners in the manner and to the extent required by the "qualified income offset" provisions of Treasury Regulation Section 1.704-1(b)(2)(ii)(*d*).

1.5 Gross Income Allocation. Items of income or gain (computed with the adjustments contained in the definition of "**Net Gain**" and "**Net Loss**") for any taxable period shall be allocated to the Partners in the amount of (and in proportion to) any negative balance in such Partner's Capital Account (determined for this purpose, by increasing the Partner's Capital Account balance by the amount the Partner is obligated to restore to the Partnership within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(*c*) or is deemed obligated to restore pursuant to Treasury Regulation Sections

1.704-2(g) and 1.704-2(i)(5) and decreasing it by the amounts specified in Treasury Regulation Sections 1.704-1(b)(2)(ii)(*d*)(*4*), (*5*) and (*6*)).

1.6 Offsetting Allocations. The allocations set forth in paragraphs 1.3, 1.4 and 1.5 hereof (the "**Regulatory Allocations**") are intended to comply with certain requirements of Treasury Regulation Section 1.704-1(b). Notwithstanding any other provisions of this Agreement (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating subsequent Net Gain, Net Loss and other items of income, gain, loss and deduction among the Partners so that, to the extent possible, the net amount of such allocations of subsequent Net Gain, Net Loss and other items and the Regulatory Allocations to each Partner shall be equal to the net amount that would have been allocated to each such Partner pursuant to the provisions of Article VIII of the Agreement if the Regulatory Allocations had not occurred.

2. Adjustments to Reflect Changes in Interests. With respect to any fiscal period during which any Partner's interest in the Partnership changes, allocations under this Agreement (including Section 6.3(e)(iii) and Section 8.4) shall be adjusted appropriately to take into account the varying interests of the Partners during such period in accordance with the requirements of Section 706(d) of the Code and the Regulations thereunder.

3. Special Allocations to Reflect Economic Interests. The General Partner is authorized to modify the allocations otherwise provided for under Article VIII and this Appendix II, including by specially allocating items of gross income, gain, loss, or expense among the Partners, if advised by the Partnership's tax advisors that such modifications or such special allocations will cause the Capital Accounts of the Partners to reflect more closely the Partners' relative economic interests in the Partnership as set forth in Article VIII and Article X.

4. Tax Allocations. Except as otherwise provided in the Agreement or this Appendix II or as required by Section 704 of the Code, for tax purposes, all items of income, gain, loss, deduction or credit shall be allocated to the Partners in the same manner as are Net Gains and Net Losses; *provided, however,* that if the Carrying Value of any property of the Partnership differs from its adjusted basis for tax purposes, then items of income, gain, loss, deduction or credit related to such property for tax purposes shall be allocated among the Partners so as to take account of the variation between the adjusted basis of the property for tax purposes and its Carrying Value in the manner provided for under Section 704(c) of the Code.

* * *