
AMENDED AND RESTATED

EXEMPTED LIMITED PARTNERSHIP AGREEMENT

OF

ARAM PHOENIX HOLDCO LP

Dated as of March 22, 2011

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AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF
ARAM PHOENIX HOLDCO LP

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT of ARAM PHOENIX HOLDCO LP (the "Partnership"), is dated as of March 22, 2011 (the "Effective Date"), and is entered into by and among ARAM Cayman Ltd., a Cayman Islands exempted limited liability company (the "General Partner"), Turner & Roulstone Management, Ltd., a company organized under the laws of the Cayman Islands (the "Initial Limited Partner") and the Persons specified on Schedule 2 hereto as limited partners (each, a "Limited Partner" and collectively, the "Limited Partners"; the General Partner, and the Limited Partners, collectively, the "Partners").

ARTICLE I

DEFINITIONS

Capitalized words and phrases used in this Agreement shall have the meanings set forth on Schedule 1 hereto unless defined elsewhere herein.

ARTICLE II

GENERAL PROVISIONS

Section 2.1 Formation and Continuation. The General Partner, the Initial Limited Partner and the Limited Partners hereby agree to amend and restate the Initial Limited Partnership Agreement pursuant to the terms of this Agreement. The Initial Limited Partner hereby withdraws as a limited partner immediately following the admission of a further Limited Partner and thereafter shall have no further rights, liabilities or obligations under or in respect of this Agreement. The General Partner hereby admits the Limited Partners who are party to this Agreement and the General Partner and the Limited Partners hereby amend and restate the Initial Limited Partnership Agreement in its entirety on the terms of this Agreement. The Partners shall execute, and the General Partner shall file or cause to be filed, all such limited partnership certificates and assumed or fictitious name certificates as may be required by law or deemed advisable by the General Partner in connection with the formation and operation of the Partnership. The filing and registering of the Partnership as an exempted limited partnership pursuant to the Act by the filing of a statement with respect to Section 9 of the Act with the Registrar of Exempted Limited Partnerships in the Cayman Islands is hereby in all respects, ratified, confirmed and approved.

Section 2.2 Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, "ARAM PHOENIX HOLDCO LP".

Section 2.3 Registered Office and Principal Office of the Partnership. The initial location of the principal office of the Partnership shall be c/o the General Partner at its address set forth on Schedule 2 hereto. The General Partner may change the principal office or executive offices of the Partnership to another location after providing notice of any such change to the Limited Partners of the Partnership. To the extent required by the Act, the Partnership will

continuously maintain a registered office at the offices of Turner & Roulstone Management, Ltd., PO Box 2636, Strathvale House, 90 North Church Street, George Town, Grand Cayman, KY1-1102, Cayman Islands or at such other place within the Cayman Islands as the General Partner from time to time may select.

Section 2.4 Purpose. The purpose of the Partnership is to, directly or indirectly, (a) engage in the sourcing, acquisition, management, ownership, holding and disposition of (in whole or in part), or otherwise dealing in, Eligible Investments, (b) enter into Triaxx Contracts and Non-Triaxx Contracts, and (c) conduct such other lawful activities as may be necessary or incidental in furtherance of the foregoing purpose that are acceptable to the General Partner.

Section 2.5 Term. The Partnership shall continue in existence until the dissolution of the Partnership in accordance with Article X.

Section 2.6 Ownership. Title to the Partnership assets may be held in the name of the General Partner or the Partnership, or as the General Partner may from time to time in its absolute discretion determine, in the name of any body corporate, partnership, trust or other entity established by the General Partner on behalf of the Partnership to acquire and hold and manage Investments. The General Partner hereby declares and warrants that any Partnership assets for which legal title is held in the name of the General Partner shall be held in trust by the General Partner as an asset of the Partnership, for the use and benefit of the Partnership in accordance with the provisions of this Agreement. All Partnership assets shall be recorded as the property of the Partnership in the General Partner's books and records, irrespective of the name in which legal title to such Partnership assets are held.

Section 2.7 Nature of Relationship. The relationship among the Partners shall be limited to the carrying on of the business of the Partnership in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be an exempted limited partnership for the sole and limited purpose of carrying on such business. Except as otherwise provided for in this Agreement, nothing herein shall be construed to create any other relationship between the Partners or to authorize any Partner to act as an agent for any other Partner or the Partnership.

ARTICLE III

CAPITAL CONTRIBUTIONS AND INTERESTS

Section 3.1 Names, Addresses and Investment Allocations of Partners. The name and address of, the initial Capital Contribution made by, and the Investment Allocation of, each Partner as of the Effective Date are as set forth on Schedule 2 hereto. In the event of any change with respect to the information stated on Schedule 2 (as from time to time amended), the General Partner shall promptly cause Schedule 2 to be amended to reflect such change. Revisions to Schedule 2 as contemplated by this Section 3.1 shall not constitute amendments to this Agreement for purposes of Section 12.15.

Section 3.2 Initial Capital Contributions. On or prior to the Effective Date, each Partner has made an initial Capital Contribution as set forth on Schedule 2. Each Partner shall be credited with such Capital Contribution in the computation of such Partner's Capital Account.

Section 3.3 Additional Capital Contributions.

(a) Except for an initial Capital Contribution or a Capital Contribution pursuant to Section 3.3(b), no Partner shall be required to make Capital Contributions to the Partnership without the consent of such Partner or permitted to make Capital Contributions to the Partnership without the consent of the General Partner.

(b) The General Partner may from time to time make advances of funds in order to provide additional funds to pay Operating Expenses ("General Partner Advances"). General Partner Advances shall not alter the General Partner's Investment Allocation. All General Partner Advances shall accrue a return in each case equal to 8% per annum (compounded monthly), which shall be calculated from the date such General Partner Advance was made to the date for which such calculation is being made (the "Advance Preferred Return"). Any decision made by the General Partner to fund General Partner Advances shall, subject to the requirements set forth herein, be made in the General Partner's sole and absolute discretion and solely for the purposes set forth herein.

(c) No third party may rely on the provisions of this Section 3.3.

Section 3.4 Interest on Capital Contributions and Return of Capital Contributions. Except as otherwise provided or contemplated herein or as may otherwise be unanimously approved by the Partners, no Partner shall (a) be paid interest on any Capital Contribution funded by such Partner, or (b) withdraw all or any part of such Partner's Capital Contribution. In furtherance of the foregoing, except to the extent otherwise provided herein, no Partner shall be entitled to any Distribution pursuant to the Act whether upon the dissociation of such Partner from the Partnership or otherwise.

ARTICLE IV

CAPITAL ACCOUNTS; ALLOCATION OF NET INCOME AND NET LOSSES

Section 4.1 Capital Accounts. A Capital Account shall be established for each Partner. Each Partner's Capital Account shall be credited with (i) the amount of cash or the Gross Asset Value of other property contributed by such Partner to the Partnership, (ii) the amount of such Partner's allocable share of Net Income (or items thereof) and any item of income or gain that is specially allocated to such Partner pursuant to Section 4.3 hereof, and (iii) the amount, if any, of any Partnership liabilities that are assumed by such Partner as provided in Regulations Section 1.704-1(b)(2)(iv)(c). Each Partner's Capital Account shall be debited with (i) the amount of cash or the Gross Asset Value of other property distributed to such Partner by the Partnership, (ii) the amount of such Partner's allocable share of Net Losses (or items thereof) and any items of Partnership loss and deduction that are specially allocated to such Partner pursuant to Section 4.3 hereof, and (iii) the amount, if any, of such Partner's individual liabilities that are assumed by the Partnership as provided in Regulations Section 1.704-1(b)(2)(iv)(c). The foregoing provisions

and other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Sections 1.704-1(b) and 1.704-2, and shall be interpreted and applied in a manner consistent with such Regulations.

Section 4.2 Allocation of Net Income and Net Loss. Except as provided in this Section 4.3 or elsewhere in this Agreement, Net Income (and items thereof) and Net Losses (and items thereof) for any Fiscal Year (or other applicable period) shall be allocated among the Partners in a manner such that the Capital Account of each Partner, immediately after giving effect to such allocation, is, as nearly as possible, equal to (a) the amount of the distributions that would be made to such Partner as if (i) the Partnership had dissolved and terminated, (ii) its affairs are wound up and each Partnership asset is sold for cash equal to its Gross Asset Value, (iii) all Partnership liabilities are satisfied (limited with respect to each nonrecourse liability to the Gross Asset Value of the asset(s) securing such liability), and (iv) the net assets of the Partnership are distributed in accordance with Section 5.1 to the Partners immediately after giving effect to such allocation (taking into account distributions made during such Fiscal Year or other applicable period) minus (b) the amount of such Partner's share of "partnership minimum gain" (as determined according to Regulations Section 1.704-2(g) and such Partner's share of "partner nonrecourse debt minimum gain" (as determined according to Regulations Section 1.704-2(i)(5)). The General Partner may make such other assumptions (whether or not consistent with the above assumptions) as it deems necessary or appropriate in order to effectuate the intended economic arrangement of the Partners as reflected in this Agreement.

Section 4.3 Regulatory Allocations.

(a) Section 704(b) Allocation Limitations. Notwithstanding Section 4.2, items of Partnership income, gain loss and deduction shall be specially allocated for any Fiscal Year (or other period) in the following manner:

(i) To comply with the "minimum gain chargeback" requirements of Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(ii) To comply with the "partner nonrecourse debt minimum gain chargeback" requirement of Regulations Section 1.704-2(i)(4).

(iii) To comply with the "qualified income offset" provision in Regulations Section 1.704-1(b)(2)(ii)(d).

(iv) Deficits. Net Losses shall not exceed the maximum amount of losses that can be so allocated without causing any Partner to have an Adjusted Capital Account Deficit at the end of any Fiscal Year (or other applicable period). In the event that some but not all of the Partners would have Adjusted Capital Account Deficits as a consequence of an allocation of Net Losses, the limitation set forth in this Section 4.3(a)(iv) shall be applied on a Partner-by-Partner basis so as to allocate the maximum permissible Net Losses to each Partner under Regulations Section 1.704-1(b)(2)(ii)(d).

(v) Nonrecourse Deductions. Nonrecourse Deductions for any Fiscal Year (or other applicable period) shall be specially allocated pro rata among the Partners in proportion to their respective Investment Allocations, except to the extent that applicable

Regulations require that such deductions be allocated in some other manner. Any Partner Nonrecourse Deductions for any Fiscal Year (or other applicable period) shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Regulations Section 1.704-2(i)(1).

(b) Curative Allocations. The Regulatory Allocations set forth in Section 4.3(a) hereof are intended to comply with certain requirements of the Regulations. Notwithstanding any other provisions of this Article IV (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating Net Income and Net Losses among the Capital Accounts of Partners so that, to the extent possible, the net amount of such allocations of Net Income and Net Losses and the Regulatory Allocations to each Partner's Capital Account shall be equal to the net amount that would have been allocated to each such Partner's Capital Account if the Regulatory Allocations had not been made.

Section 4.4 Miscellaneous/Other Allocations.

(a) Tax Allocations. Each item of Partnership income, gain, loss and deduction shall be allocated among the Partners for U.S. federal income tax purposes in the same manner as its correlative item of "book" income, gain, loss or deduction under Section 4.2, except that such items with respect to property contributed to the Partnership by a Partner shall be allocated among the Partners so as to take into account the variation, if any, between the adjusted tax basis of such property to the Partnership (as determined for U.S. federal income tax purposes) and its Gross Asset Value under Code Section 704(c) and the Regulations promulgated thereunder.

(b) Other Provisions.

(i) For any Fiscal Year or other period during which any part of an Interest is transferred between the Partners or to another Person, the portion of the Net Income or Net Losses and other items of income, gain, loss, deduction and credit that are allocable with respect to such part of an Interest shall be apportioned between the transferor and the transferee under any method allowed pursuant to Section 706 of the Code and the applicable Treasury Regulations as determined by the General Partner.

(ii) In the event that the Code or any Regulations require allocations of items of income, gain, loss, deduction or credit different from those set forth in this Article IV, the General Partner is hereby authorized to make new allocations after consulting with its tax advisors in reliance on the Code and such Regulations, and no such new allocation shall give rise to any claim or cause of action by any Partner.

ARTICLE V

NONLIQUIDATING DISTRIBUTIONS

Section 5.1 Distributions of Available Cash. The General Partner shall cause the Partnership to Distribute any Available Cash to the Partners on a monthly basis or at such earlier

times and in such amounts as authorized by the General Partner. Subject to the remainder of this Article V, all Available Cash will be distributed in the following order of priority:

(a) First, to the General Partner, in the amount of any un-repaid General Partner Advances, together with the aggregate accrued and unpaid Advance Preferred Return thereon;

(b) Second, to each Partner, pro rata based on their respective aggregate Unreimbursed Expenses as of the time of determination, until each Partner has received aggregate Distributions under this clause (b) in an amount equal to such Partner's Unreimbursed Expenses;

(c) Third, to each Limited Partner, pro rata based on each Limited Partner's proportionate share of the aggregate accrued and unpaid Preferred Return on all Capital Contributions funded by such Limited Partner, until each Limited Partner has received aggregate Distributions under this clause (c) in an amount that would provide such Limited Partner with its Preferred Return on all Capital Contributions funded by such Limited Partner;

(d) Fourth, to each Limited Partner, pro rata based on their respective aggregate Unreturned Capital Contributions as of the time of determination, until each Limited Partner has received aggregate Distributions under this clause (d) in an amount equal to such Limited Partner's Unreturned Capital Contributions; and

(e) Thereafter, (i) 75% to the General Partner and (ii) 25% to the Limited Partners in proportion to their respective Investment Allocations.

Section 5.2 Tax Distributions. Notwithstanding Section 5.1, the Partnership shall distribute to each Partner in cash each Fiscal Year an amount of Available Cash, if any, equal to the product of (a) the estimated amount of the Partnership's taxable income allocable to such Partner for the current Fiscal Year, and (b) the Combined Marginal Rate for the current Fiscal Year. Such distributions shall be made, to the extent practicable, in installments throughout the year so as to allow timely quarterly estimated tax payments to be made by the Partners. Any distributions made to a Partner pursuant to this Section 5.2 shall be treated as first being made pursuant to Section 5.1(d) to the extent of such Partner's then-unreturned Capital Contributions, and thereafter as being made pursuant to Section 5.1(e), and shall be taken into account in making subsequent distributions pursuant to Sections 5.1(d) and (e).

Section 5.3 Non-Cash Distributions. Except as otherwise provided in this Agreement, each Partner must look solely to the Partnership's Available Cash and Reserves for the return of that Partner's Capital Contribution and Operating Expenses and shall have no right or power to demand or receive Eligible Investments or other assets of the Partnership other than cash.

Section 5.4 Liquidating Distributions. Upon the dissolution and winding up of the Partnership, the provisions of Article X shall apply with respect to any Distributions to the Partners.

Section 5.5 Withholding. If the Partnership is required to withhold and remit any federal, state, foreign or local taxes with respect to any Partner, or make any tax payments on

behalf of any Partner, such withholding or payment by the Partnership shall be treated as a Distribution to the Partner with respect to whom such withholding or payment is made and shall reduce the amount of Distributions to be paid directly to such Partner. If the General Partner determines that the Partnership lacks sufficient funds to make any such withholding or payment, the Partner with respect to whom such withholding or payment is to be made shall pay to the Partnership cash or immediately available funds in the amount needed by the Partnership to satisfy such withholding or payment liability within 10 Business Days after being so notified in writing by the Partnership. In the event that any Partner fails to timely make any such payment, such Partner shall be in default and shall indemnify and hold the Partnership and the other Partners harmless for any costs, penalties, payments or damages incurred by the Partnership or the other Partners as a result of such failure, and such Partner shall pay the Partnership interest in respect of any disbursements by the Partnership as a result of such Partner failing to timely make the payments required by this Section 5.5 at the rate of 24% per annum (compounded annually) or, if less, the highest rate of interest allowed by applicable law, from the date such disbursements were made through the date of payment in full (such amounts are not a penalty but an approximation of part of the damages, if any, that are likely to be suffered due to such failure to pay). The Partnership shall have the authority to apply any amounts otherwise distributable or payable to such defaulting Partner or its Affiliates hereunder towards the satisfaction of the liabilities to the Partnership incurred by such Partner under this Section 5.5. Payments made by any Partner pursuant to this Section 5.5 shall not be considered Capital Contributions and shall not increase the Capital Account of the Partner making such payment.

Section 5.6 Limitations on Distributions. Notwithstanding the foregoing provisions of this Article V or the provisions of Article X, in no event will a Distribution be declared and paid if the declaration and/or payment of such Distribution would violate the Act or any other law.

ARTICLE VI

MANAGEMENT

Section 6.1 Management and Control.

(a) Except to the extent otherwise expressly provided in this Agreement or required by the Act or other applicable law, the management, operations and control of the Partnership, its business and the Investments shall be vested solely in the General Partner. The acts of the General Partner in carrying on the business and activities of the Partnership (and the management, operation and control thereof) as authorized herein shall bind the Partnership. Unless authorized to do so by the General Partner or this Agreement, no Limited Partner shall have any power or authority to act for, or to assume any obligation or responsibility on behalf of, the Partnership or to otherwise bind the Partnership in any way.

(b) To the greatest extent permitted by law and except as otherwise set forth in this Agreement, but notwithstanding any duty otherwise existing at law or in equity:

(i) Neither the General Partner nor any of its Representatives shall owe any fiduciary duty to, nor shall the General Partner or any of its Representatives be liable for breach of fiduciary duty to, the Partnership or the Limited Partners. In taking any action, making

any decision or exercising any discretion with respect to the Partnership, the General Partner and its Representatives shall be entitled to consider such interests and factors as it desires, including its own interests and those of its Representatives, and shall have no duty or obligation (i) to give any consideration to the interests of or factors affecting the Partnership, the holders of Interests or any other Person, or (ii) to abstain from participating in any action of the Partnership or any Affiliate thereof.

(ii) Neither the General Partner nor any of its Representatives shall violate a duty or obligation to the Partnership merely because such Person's conduct furthers such Person's own interest. The General Partner or any of its Representatives may lend money to, and transact other business with, the Partnership and its Representatives. The rights and obligations of any such Person who lends money to, contracts with, borrows from or transacts business with the Partnership or any of its Representatives are the same as those of a Person who is not involved with the Partnership or any of its Representatives, subject to other applicable law. No transaction between the General Partnership or any of its Representatives, on the one hand, with the Partnership or any of its Representatives, on the other hand, shall be voidable solely because the General Partner or any of its Representatives has a direct or indirect interest in the transaction. Nothing herein contained shall prevent the General Partner or any of its Representatives from conducting any other business, including serving as an officer, director, employee, or stockholder of any corporation, partnership or limited liability company, a trustee of any trust, an executor or administrator of any estate, or an administrative official of any other business or not-for-profit entity, or from receiving any compensation in connection therewith.

(iii) Neither the General Partner or any of its Representatives shall owe any duty to refrain from (i) engaging in the same or similar activities or lines of business as the Partnership and its Representatives, or (ii) doing business with any of the Partnership's or its Representatives' clients or customers. In the event that the General Partner or any of its Representatives acquires knowledge of a potential transaction or matter that may be a Corporate Opportunity for the General Partner or any of its Representatives, on the one hand, and the Partnership or its Affiliates, on the other hand, the General Partner shall have no duty to communicate or offer such Corporate Opportunity to the Partnership or its Representatives. Neither the General Partner or any of its Representatives shall be liable to the Partnership or the Limited Partners for breach of any fiduciary duty by reason of the fact that the General Partner or any of its Representatives pursues or acquires such Corporate Opportunity for itself, directs such Corporate Opportunity to another Person or does not present such Corporate Opportunity to the Partnership or any of its Representatives.

(iv) Any Person purchasing or otherwise acquiring any Interest shall be deemed to have notice of and to have consented to the provisions of this Section 6.1(b).

(v) Neither the alteration, amendment, termination, expiration or repeal of this Section 6.1(b) nor the adoption of any provision of this Agreement inconsistent with this Section 6.1(b) shall eliminate or reduce the effect of this Section 6.1(b) in respect of any matter occurring, or any cause of action that, but for this Section 6.1(b), would accrue or arise, prior to such alteration, amendment, termination, expiration, repeal or adoption.

(c) The General Partner and any of its principals, members, employees, directors, officers, representatives, Affiliates, agents, advisors and consultants shall not be liable to the Partnership or to any Limited Partner, or any of their respective Affiliates, for any debts, obligations or liabilities of the Partnership or any other Partner, whether arising in tort, contract or otherwise, by reason of managing, operating and controlling the Partnership under this Agreement or acting (or omitting to act) in such capacities or participating in the conduct of the business of the Partnership or otherwise acting in respect of and within the scope of this Agreement.

(d) Removal of General Partner for Cause; Withdrawal of the General Partner.

(i) Notwithstanding anything contained herein to the contrary, the General Partner may (A) withdraw from the Partnership in accordance with the Act or (B) be removed with Cause upon the affirmative act of a Supermajority in Interest. Following such General Partner's removal or withdrawal, upon the affirmative act of a Supermajority in Interest, a new General Partner shall be appointed effective as of the date of such removal or withdrawal and the business of the Partnership shall be continued.

(ii) Upon the General Partner's removal or withdrawal pursuant to Section 6.1(d)(i), the departing General Partner shall have the option, exercisable prior to the effective date of the withdrawal or removal of such departing General Partner, to require (A) the retirement and redemption of its General Partnership Interest in accordance with the terms of this Agreement or (B) the purchase of its General Partner Interest by the successor General Partner, in each case for an amount in cash equal to (x) the aggregate amount of Capital Contributions funded by the departing General Partner plus (y) any accrued but unpaid amounts due to the departing General Partner under Section 5.1 or Section 10.2. Such amounts shall be determined as of the effective date of the departing General Partner's withdrawal or removal and shall be paid either: (I) in full as of the effective date of the departing General Partner's withdrawal or removal; or (II) by the departing General Partner continuing to receive distributions pursuant to Section 5.1 or Section 10.2 until such departing General Partner has received distributions in an aggregate amount equal to the amount due to such departing General Partner under this Section 6.1(d).

(iii) The departing General Partner shall be entitled to receive indemnification pursuant to Section 6.5, but shall otherwise have no further right, title or interest in the Partnership (including without limitation any distributions as provided for in Section 5.1 and Section 10.2 that accrue after the date of removal or withdrawal of the departing General Partner).

Section 6.2 Authority of the General Partner.

(a) General. Except as otherwise provided in this Agreement, the General Partner shall have authority to take all actions which may be necessary or appropriate for, or incidental to, the conduct of the Partnership's business and the acquisition, financing, investment, maintenance, preservation, operation and/or disposition of the Eligible Investments, in accordance with the provisions of this Agreement, the Act and other applicable laws and

regulations. The General Partner's decision-making authority and control includes, without limitation, the following:

(i) the acquisition of any Eligible Investment, including the material terms of such acquisition and the terms of such Eligible Investment, the investment of any funds held by the Partnership not used to acquire Eligible Investments in obligations of or guaranteed by the United States of America, in commercial paper obligations rated A-1 or P-1 or better by Moody's Investors Service, Inc. or Standard & Poor's Corporation, respectively, or a combination of the foregoing or in certificates of deposit, bank repurchase agreements or banker's acceptances of commercial banks with capital exceeding \$5 billion, and, in any such case, no such instrument shall have a maturity exceeding thirty (30) days, or otherwise engaging in any aspect of the Partnership's business as described in Section 2.4;

(ii) hold any un-invested cash, awaiting investment or distribution, for a reasonable time and without liability for the payment of interest thereon;

(iii) retention of (and any fee paid, or to be paid, in respect of) third party service providers;

(iv) sale, disposition or determination of resolution strategies relating to, all or any portion of any Eligible Investment, or entering into a binding commitment to do any of the foregoing;

(v) determination of the Gross Asset Value of any asset or liabilities of the Partnership;

(vi) establishment of Reserves;

(vii) the bringing, compromising, settling and defending of actions at law or in equity;

(viii) except as expressly provided herein, the Partnership (A) making or revoking any of the elections under the Code (or U.S. state, local or foreign tax law) that are made at the Partnership level, (B) requesting and obtaining interpretative advice and orders from, or engaging in discussions with respect to any tax matter with, U.S. federal, state and local or foreign taxing authorities or (C) taking any other action with respect to any tax matter; provided, however, that any action take under this clause (viii) that is determined in good faith to be materially adverse to a Limited Partner shall require the consent of such Limited Partner;

(ix) distributing Available Cash pursuant to Section 5.1;

(x) selecting or replacing the Partnership's auditors or changing the Partnership's Fiscal Year;

(xi) changing the name of the Partnership;

(xii) subject to Section 9.5, disseminating any press releases or making any external communications naming the General Partner or its Affiliates; or

(xiii) agreeing to do, or entering into any agreement to do, any matters similar to those listed in clauses (i) through (xii) of this Section 6.3(a).

Notwithstanding anything contained in this Section 6.3(a) or elsewhere in this Agreement to the contrary, the approval by the General Partner of any action taken by the Partnership shall not limit or otherwise affect the obligations or liabilities of any other Partner under this Agreement, nor shall such approval act as a waiver thereof.

(b) Operation of the Partnership as a Separate Enterprise. The General Partner shall, consistent with the terms of this Agreement, cause the Partnership to conduct its business and operations separate from that of any other Person, including, without limitation, any of the Partners or any of their respective Affiliates, including, (i) segregating Investments and not allowing funds or other Investments of the Partnership to be commingled with the funds or other assets of, owned by or registered in the name of, any other Person; (ii) maintaining books, bank accounts and financial records of the Partnership separate from those of any other Person; (iii) observing all Partnership procedures and formalities, including maintaining current records of Partnership affairs and minutes of Partnership meetings and written consents of the Partners; (iv) acting on behalf of the Partnership pursuant to, and in accordance with, this Agreement; and (v) causing the Partnership to pay its liabilities from the assets of the Partnership.

Section 6.3 Maintenance of Entity Status.

(a) Tax Classification. The Partners shall cause the Partnership to comply with such conditions as may be required from time to time to have the Partnership treated as a partnership for U.S. federal, state and local income tax purposes, and not as an association or a publicly traded partnership that is taxable as a corporation.

(b) Continuation and Compliance. The Partners shall: (i) take all action which shall be necessary or appropriate for the continuation of the Partnership's valid existence as a exempted limited partnership under the laws of the Cayman Islands and any jurisdiction in which the Partnership does business, including, without limitation, the execution, delivery and filing of any necessary or advisable amendments or restatements to any filings pursuant to the Act and any other certificates, notices, statements or other instruments (and any amendments or statements thereof) necessary or advisable for the operation of the Partnership in all jurisdictions where the Partnership may elect to do business, and (ii) refrain from taking any action that would adversely affect the limited liability of the Limited Partners.

Section 6.4 Certifications. Any Person dealing with the Partnership may rely (without duty of further inquiry) upon a certificate issued by the Partnership that is signed by the General Partner as to any of the following: (i) the identity of any Partner or agent of the Partnership; (ii) the existence or nonexistence of any fact or facts which constitute(s) a condition precedent to acts by the General Partner or which is in any other manner germane to the affairs of the Partnership; or (iii) the Person or Persons authorized to execute and deliver any instrument or document of the Partnership.

Section 6.5 Exculpation; Indemnification; Insurance.

(a) Indemnification; Advancement of Expenses. Each Partner and each officer and member of the General Partner (an "Indemnitee") shall, to the fullest extent permitted or required by the Act, or other applicable law, be exculpated from, and indemnified and defended by, the Partnership against any Indemnifiable Losses that in any way relates to or arises out of, or is alleged to relate to or arise out of, any action or inaction on the part of the Partnership or such Indemnitee acting on behalf of the Partnership, including, without limitation, any Indemnifiable Losses that the General Partner may suffer or incur under applicable law in respect of its capacity as a general partner of an exempted limited partnership; provided that such Person shall not be entitled to indemnification hereunder only to the extent, as finally determined by a court of competent jurisdiction, that (i) such Indemnitee's conduct constituted fraud, bad faith or willful misconduct or (ii) such Indemnitee derived an improper personal benefit from any transaction. Except in the case of an action brought by a Limited Partner against any Indemnitee, to the fullest extent permitted by law, the Partnership shall advance expenses incurred by such Indemnitee upon the receipt by the Partnership of the signed statement of such Indemnitee agreeing to reimburse the Partnership for such advance in the event it is ultimately determined that such Indemnitee is not entitled to be indemnified by the Partnership for such expenses. No indemnification shall be provided in the event of any action, dispute, proceeding or claim brought by an Indemnitee against any other Indemnitee.

(b) Exculpation. Except with respect to the General Partner as required by applicable law, including, without limitation, any Indemnifiable Losses that the General Partner may suffer or incur under applicable law in respect of its capacity as a general partner of a limited partnership, no Indemnitee shall be liable to the Partnership or its Partners for monetary damages for an act or omission in such Person's capacity as a Partner, except to the extent such damages, as finally determined by a court of competent jurisdiction, are attributable to (i) such Indemnitee's acts constituting fraud, bad faith or willful misconduct or (ii) such Indemnitee having derived an improper personal benefit from any transaction. If the Act is amended to authorize further elimination of or limitations on the liability of Persons serving in the capacity as Indemnitees, then the liability of each such Indemnitee shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any amendment of this Section 6.5 shall not adversely affect the right or protection of such Indemnitee existing at the time of such repeal or modification.

(c) Not Exclusive. The indemnification and advancement of expenses provided by or granted pursuant to this Section 6.5 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, approval of the Partners or otherwise.

(d) Contractual Modification of Fiduciary Duties. Notwithstanding anything to the contrary in this Agreement, to the extent that, at law or in equity, any Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, any Partner or any other Person, such Indemnitee shall not be liable to the Partnership, any Partner or any other Person for breach of fiduciary duty 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 relating thereto of any Indemnitee otherwise

existing at law or in equity, are agreed by each Partner and the Partnership to replace such other duties and liabilities of such Indemnitee.

(e) Insurance. To the fullest extent permitted by law, the Partnership may purchase and maintain insurance on behalf of any person described in Section 6.5(a) against any liability asserted against such person, whether or not the Partnership would have the power to indemnify such person against such liability under the provisions of this Section 6.5(a) or otherwise.

Section 6.6 Limitations on Liability. None of the Limited Partners shall be liable for any debts, obligations or liabilities of the Partnership or any other Partner, whether arising in tort, contract or otherwise, solely by reason of being a Partner; provided, however, that the foregoing shall not eliminate or limit the liability of such Limited Partner, as finally determined by a court of competent jurisdiction (a) for acts or omissions constituting fraud, bad faith or willful misconduct or (b) for any transaction from which such Partner derived an improper personal benefit. The failure of the Partnership to observe any formalities relating to the exercise of its powers or management of its business or affairs under this Agreement shall not be a ground for imposing personal liability on any Limited Partner for the obligations and liabilities of the Partnership.

ARTICLE VII

LIMITED PARTNERS

Only the General Partner or other agents of the Partnership authorized by the General Partner (or as otherwise provided herein) shall have the authority to bind the Partnership or have any rights or powers to conduct the business or affairs of the Partnership except for such rights and powers conferred on the Limited Partners by the Act or other applicable law. Any act of a Limited Partner in contravention of this Article VII shall be null and void and without force or effect.

ARTICLE VIII

BOOKS AND RECORDS; CERTAIN COVENANTS

Section 8.1 Books and Records. The General Partner shall maintain at the General Partner's principal place of business separate books of accounts which shall show a complete and accurate record of the assets, liabilities, transactions and financial condition of the Partnership, including the costs and expenses incurred, all charges made, all credits made and received, and all income derived in connection with the conduct of, and transactions by, the Partnership and the operation of its business and affairs in accordance with (a) GAAP; (b) U.S. federal income tax accounting rules and (c) the reports prepared and provided by the General Partner. The accounting methods of the Partnership shall be consistently applied.

Section 8.2 Financial Statements and Other Reports. The General Partner shall use commercially reasonable efforts to distribute to the Partners the following reports at the indicated times:

(a) Tax Information. As soon as practicable, but in any event within 90 days after the end of each Fiscal Year of the Partnership, such information concerning the Partnership (including Schedule K-1 or successor schedule) as is necessary for a Partner to complete and satisfy its U.S. federal, state and local and foreign tax reporting requirements.

(b) Financial Information.

(i) Within 60 days after the end of each Fiscal Year of the Partnership, a written annual report containing the financial statements of the Partnership for such Fiscal Year audited by KPMG LLP or such other accounting firm of similar national recognition. Such financial statements shall include (i) the assets and liabilities of the Partnership as of the end of such Fiscal Year; (ii) the net profit or net loss of the Partnership for such Fiscal Year; and (iii) each Limited Partner's closing Capital Account balance as of the end of such Fiscal Year.

(ii) Within a reasonable time after the end of each quarter of a Fiscal Year of the Partnership, a report containing information regarding the quarterly income, expenses and financial position of the Partnership for, and as of, such quarter.

(c) Other Information. The General Partner shall use commercially reasonable efforts to provide (i) the Limited Partners with information regarding material events affecting the Partnership and (ii) such other information as is reasonably requested by a Limited Partner for any purpose reasonably related to such Limited Partner's interest as a Limited Partner in the Partnership to the extent that any such efforts shall not impose any undue cost or burden on the General Partner. The General Partner shall promptly notify the Limited Partners of any lawsuit or investigation commenced by or against the Partnership, or against the General Partner or any Principal which is related to the affairs of the Partnership.

Section 8.3 Partner Register. The Partnership shall maintain at its registered office a register listing the names, addresses and business telephones and facsimile numbers and e-mail addresses (to the extent of any e-mail addresses) of all Partners and Assignees, the Interests owned by each Partner, Assignee or other Person, the amount and date of any Capital Contribution of any Partner, the amount and date of any payment representing a return of any part of the Capital Contribution of any Partner, a description of all Transfers made with respect to the Interests, and any other relevant information pertaining to the equity ownership of the Partnership. The General Partner shall also maintain or cause to be maintained at the registered office a register of mortgages and charges of Partnership Interests in accordance with section 7 of the Act.

Section 8.4 Right of Inspection.

(a) Each Partner, or the authorized representative(s) thereof, shall have access to and may inspect, photocopy and conduct audits of all relevant books, records, accounts and materials of the Partnership for any purpose reasonably related to such Limited Partner's interest as a limited partner in the Partnership. The exercise of the rights contained in this Section 8.4 shall be made at such times that may be reasonably arranged with the General Partner. Each Partner shall bear the costs and expenses related to that Partner's exercise of the rights provided under this Section 8.4 and Section 8.2(c), except as otherwise permitted by the General Partner in

its sole discretion, provided that so long as such Partner is not a Competitor, the General Partner will not unreasonably refuse to permit the Partnership to incur a portion or all of such costs and expenses. An audit may be conducted by any Person or Persons that Partner selects at such Partner's cost with at least 30 days notice.

(b) Subject to such reasonable standards as may be established by the General Partner, each Limited Partner shall have the rights pursuant to the Act.

Section 8.5 Confidentiality; Proprietary Rights; No Solicitation.

(a) Each Partner (i) shall, and shall cause its Affiliates to, keep confidential any Confidential Information regarding the Partnership, its Partners and any activity conducted or proposed to be conducted by the Partnership, or its Partners, (ii) shall use such Confidential Information only in relation to the Partnership as expressly permitted by this Agreement and (iii) shall not disclose such Confidential Information to any third-party without the prior written consent of the other Partners or the Partnership, as applicable. Each Partner shall maintain the Confidential Information of the other Partners and the Partnership in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Notwithstanding anything in this Agreement, each Limited Partner may disclose in information statements given to actual or potential investors in such Limited Partner or its Affiliates and to such investor's advisers the fact that such Limited Partner has made an investment in the Partnership and any information regarding the Partnership and/or its Affiliates received by the Limited Partner from the Partnership.

(b) "Confidential Information" shall include all information, whether communicated orally or delivered or otherwise made available, whether in written, electronic or other tangible form, that constitutes, consists of or relates to the Partnership, any Partner or any Affiliate of such Partner, Investments, prospective Investments, Triaxx Contracts, Non-Triaxx Contracts, and the Partnership's business and affairs, including, without limitation, the processes and procedures of the General Partner in evaluating, acquiring, servicing and disposing of Investments and in performing tasks pursuant to the Triaxx Contracts and Non-Triaxx Contracts (including all improvements or modifications thereto) and the Partnership's properties, assets, liabilities, financial condition or prospects, financial books and records, budgets, forecasts and business plans, marketing and sales plans and projections, lists of customers, brokers and agents, vendor lists, trade secrets, the design and development of products and services, patents, trademarks, copyrights, service marks, trade-names, know-how, software, source codes, algorithms, tools, developments, designs, ideas, inventions and other proprietary intellectual property. "Confidential Information" shall also include this Agreement and all agreements and documents related hereto or thereto or the terms of any of the foregoing, the identity of any Partner or its Affiliates, and any forecasts, analyses, compilations, extracts, summaries or other documents that contain or are derived from Confidential Information that are prepared by the Partnership, any Partner or any Affiliate thereof. "Confidential Information" does not include information that: (i) is or becomes generally available to the public other than as a result of a disclosure by any Partner or Affiliate thereof; (ii) was or becomes available to a Partner on a non-confidential basis from a source other than the Partnership or the other Partners; provided that such Partner did not know after a reasonable inquiry that such source is bound by a

confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to the Partnership or any other Person with respect to such information; (iii) is developed by the receiving Partner independently of, or was known by the receiving Partner prior to, any disclosure of such information made by the Partnership or the disclosing Partner, as the case may be, as established by such Partner's written records; (iv) is required or requested to be disclosed by order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by subpoena, summons or any other administrative or legal process, or by applicable regulatory standards, after notice of such requirement has been given to the Partnership or the disclosing Partner, as applicable, if reasonably practicable, and the Partnership or the disclosing Partner, as applicable, has had a reasonable opportunity to oppose such disclosure if reasonably practicable; (v) is disclosed with the written consent of the other Partners or the Partnership, as applicable; or (vi) involves tax treatment or structure relating to the Partnership.

(c) Notwithstanding Section 8.5(a), the Partnership shall be permitted to disclose to any potential purchaser of one or more Investments or the Partnership Interests, in connection with any due diligence investigation by such purchaser, relevant Confidential Information; provided that such potential purchaser agrees to execute a non-disclosure agreement agreeing to keep such relevant Confidential Information confidential.

ARTICLE IX

TRANSFERS OF INTERESTS; WITHDRAWAL

Section 9.1 Transfers of Interests.

(a) Restriction on Transfers Generally. Except (i) for a Transfer in accordance with Section 9.1(b), (ii) for a transfer to a Permitted Transferee or (ii) as otherwise provided in this Agreement, no Limited Partner shall Transfer all or any portion of that Partner's Interest unless such Partner has obtained the prior written authorization of the General Partner, which authorization will not be unreasonably withheld. For the purposes of this Section 9.1(a), the creditworthiness of an Assignee is deemed a valid and reasonable concern. The authorization of the General Partner may specify the rights and obligations the transferee shall have, including whether the transferee to whom an Interest has been Transferred is to be admitted as a Substituted Partner or have only the rights of an Assignee. If, however, the authorization does not specify otherwise, the transferee shall be admitted as a Substituted Partner. Notwithstanding any restriction on Transfers set forth in this Agreement, each Limited Partner may grant an Assignee Interest in a portion of the Interest held by such Limited Partner to one or more Affiliates. If a Partner desires to so Transfer all or any portion of such Partner's Interest as permitted in this Section 9.1(a), each Partner and the Partnership shall provide any and all requested consents, information and other relevant materials and otherwise cooperate with the exercise of such right.

(b) Right of First Offer.

(i) A Limited Partner may Transfer all or any portion of that Limited Partner's Interest to any Person, provided that such Limited Partner (the "Transferring Partner")

provides the other Limited Partners (the "Recipient Partners") with a written notice of the material terms on which the Transferring Partner proposes to Transfer all or any portion of its Interest ("Right of First Offer Notice"). The Recipient Partners shall then have the right (the "ROFO") to acquire the Interests identified in the Right of First Offer Notice (the "ROFO Interests") included in the Right of First Offer Notice upon the same terms and conditions as set forth in the Right of First Offer Notice by giving written notice the ("ROFO Response") to the Transferring Partner within thirty (30) days after its receipt of the Right of First Offer Notice. If a Recipient Partner fails to timely give the ROFO Response, it shall be deemed to have elected not to exercise the ROFO. In the event that one or more Recipient Partners exercise the ROFO (the "Accepting Partners"), then the Accepting Partners shall consummate the purchase of the ROFO Interests within ninety (90) days after the Right of First Offer Notice on the terms set forth therein. In the event that (x) none of the Recipient Partners exercise the ROFO or (y) the Accepting Partners fail to consummate the purchase of the ROFO Interests within ninety (90) days after the Right of First Offer Notice, the Transferring Partner may consummate a sale of the ROFO Interests on terms not materially more favorable to the purchaser than those specified in the Right of First Offer Notice within six (6) months following the date of the Right of First Offer Notice; provided, that the ROFO shall revive, and Transferring Partner shall be obligated to re-offer such portion of its Interests to the Recipient Partners, if the proposed sale does not close within six (6) months of the Right of First Offer Notice.

(ii) If more than one Recipient Partner shall exercise its ROFO, then the Accepting Partner shall purchase 100% of the ROFO Interests which the Transferring Partner proposes to Transfer in proportion to the amount of the Accepting Partner's Investment Allocation relative to the aggregate amount of Investment Allocation held by all Accepting Partners.

(iii) If a Limited Partner desires to so Transfer all or any portion of such Limited Partner's Interest as permitted in this Section 9.1(b), each Partner and the Partnership shall provide any and all requested consents, information and other relevant materials and otherwise cooperate with the exercise of such right.

(iv) Notwithstanding anything to the contrary contained in this Section 9.1, no Partner may transfer any portion of such Partner's Interest to a Competitor without the prior written consent of the General Partner.

(c) Purchase Upon a Breach of Confidentiality. In the event a Limited Partner (the "Breaching Partner") (or any Affiliate thereof) materially breaches Section 8.5 and such breach has a significant negative impact on the business or prospects of the Partnership (in each case, as determined by the General Partner in its reasonable business judgment), the General Partner shall have the right, but not the obligation, to purchase from the Breaching Partner part or all of the Breaching Partner's Interests for an amount of cash equal to (i) the aggregate amount of Capital Contributions funded by the Breaching Partner less (ii) any Distributions received by the Breaching Partner ("GP Purchase Rights"). The GP Purchase Rights shall be exercised as promptly as reasonably practicable (and in no event less than 30 days) following the General Partner's determination that it is entitled to the GP Purchase Rights by giving the Breaching Partner written Notice of its election of the GP Purchase Rights. The closing of the purchase pursuant to the GP Purchase Rights shall occur within 30 days following the giving of the Notice

referred to herein. The Breaching Partner shall execute such other documents as the General Partner may reasonably require in connection with the closing of such purchase. At the closing, the General Partner shall deliver to the Breaching Partner the purchase price and any accrued and unpaid distributions in respect of the Breaching Partner's Interests by check or in immediately available funds to an account specified by the Breaching Partner.

(d) Rights and Obligations of Transferor and Substituted Partner. A Substituted Partner shall have all the rights and powers, and shall be subject to all the restrictions and liabilities, of the Partner from whom the Transferred Interest was acquired relative to such Transferred Interest. The admission of a Substituted Partner, without more, shall not release the transferor Partner from any liability with respect to the Transferred Interest (or otherwise) that may have existed prior to the substitution of interest.

(e) General Partner. The General Partner shall not withdraw from the Partnership or sell, assign, mortgage, hypothecate, pledge, create a security interest in or lien upon, encumber, give, place in trust, or otherwise voluntarily or involuntarily dispose of or Transfer all or any portion of its Interest as a General Partner without the affirmative consent of a Supermajority in Interest, which consent may be granted or withheld in each Limited Partner's sole discretion.

Section 9.2 Unauthorized Transfers. Any purported Transfer of any Partner's or Assignee's Interest which does not comply with the conditions set forth in this Agreement (an "Unauthorized Transfer") shall be null and void and of no force or effect whatsoever; provided, however, that if the Partnership is required under the Act or other applicable law (including under any Bankruptcy Law, law of successions or by reason of a separation agreement or divorce, equitable or community or marital property distribution, judicial decree or other court order relating to the division or partition of property between spouses), as reasonably determined by the General Partner or by a court of competent jurisdiction, to recognize an Unauthorized Transfer (or if all of the Partners elect to recognize such Unauthorized Transfer for the limited purposes provided in this Section 9.2), the Person to whom such Interest is Transferred shall have only the rights of an Assignee with respect to the Transferred Interest. Any Distributions with respect to such Transferred Interest may be applied (without limiting any other legal or equitable rights of the Partnership) towards the satisfaction of any debts, obligations or liabilities for damages that the transferor or transferee of such Interest may have to the Partnership.

Section 9.3 Rights of Assignees. An Assignee is not a Partner and shall be entitled only to allocations pursuant to Article IV, and Distributions in accordance with this Agreement with respect to the Interest in the Partnership that has been Transferred to such Assignee. To the fullest extent permitted by law, an Assignee shall (i) have no right to vote or otherwise participate in Partnership matters, (ii) take no part in the management of the Partnership's business and affairs or transact any business on behalf of the Partnership, (iii) have no right to any notices provided hereunder, (iv) have no power to sign on behalf of, or to bind, the Partnership, (v) have no right to any information or accounting of the affairs of the Partnership, (vi) not be entitled to inspect the books or records of the Partnership, and (vii) not have any other rights of a Partner under the Act or this Agreement other than those described in the first sentence of this Section 9.3.

Section 9.4 Withdrawal of Partners. Except as provided herein, a Partner shall have no right to dissociate or withdraw as a Partner from the Partnership.

Section 9.5 Certain Transfers Prohibited. Notwithstanding anything to the contrary in this Agreement, the General Partner shall not authorize any Partner or Assignee to Transfer all or any portion of that Partner's or Assignee's Interest, if the General Partner determines that such Transfer (a) could cause the Partnership to be treated as a "publicly traded partnership" that would be subject to tax as a corporation for U.S. federal income tax purposes or (b) would be in violation of the Securities Act. Any purported Transfer that is not authorized because of such a determination by the General Partner shall be void in accordance with Section 9.2 hereof.

ARTICLE X

DISSOLUTION AND WINDING UP

Section 10.1 Dissolution Events. The Partnership shall be dissolved, and its affairs shall be wound up and a notice of dissolution shall be filed pursuant to the Act upon the first to occur of the following: (i) the entry of a decree of judicial dissolution of the Partnership under the Act; (ii) at any time there are no Limited Partners; (iii) the written consent of (x) the General Partner and (y) a Supermajority in Interest; or (iv) the liquidation of all of the Partnership's Investments (each, a "Dissolution Event"). The dissolution of the Partnership pursuant to this Section 10.1 shall be effective on the date such Dissolution Event occurs, but the Partnership shall not terminate until the Partnership's business and affairs have been wound up as provided herein. Except as provided in this Section 10.1, the Partnership shall not dissolve due to the death, retirement, resignation, expulsion, Bankruptcy or dissolution of a Partner or under any other circumstances subject to mandatory provisions of the Act.

Section 10.2 Winding Up. Upon the occurrence of a Dissolution Event, the Partnership shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors and Partners, and the Partners shall not take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the Partnership's business and affairs. To the extent not inconsistent with the foregoing, all covenants and obligations in this Agreement shall continue in full force and effect until such time as the Partnership's business and affairs have been wound up pursuant to this Section 10.2 and the Partnership is terminated in accordance with the Act. The General Partner (or if appointed by the General Partner, a liquidator, as the case may be) shall be responsible for overseeing the winding up and dissolution of the Partnership, shall take full account of the Partnership's assets and liabilities, shall cause the assets to be liquidated as promptly as is consistent with obtaining the fair value thereof, in any event within 12 months of the occurrence of such Dissolution Event (the "Winding Up Period"), which Winding Up Period may be extended only with the consent of a Supermajority in Interest, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and Distributed in the following order and priority:

(i) Creditors. First, to the payment (or reasonable provision therefor) of all of the Partnership's debts and liabilities to creditors of the Partnership (including the Partners who are creditors, if any) in the order of priority provided by law, whether by payment

or the making of reasonable provision for payment thereof, which may include the setting up of such Reserves as the General Partner (or liquidator, as the case may be) may deem necessary for any obligations or contingent liabilities of the Partnership, and the General Partner (or liquidator) may hold such reserves for such period that it shall reasonably deem advisable for the payment of such obligations and liabilities as they become due and at the expiration of such period, the balance of such Reserves, if any, shall be Distributed as provided in this Section 10.2; and

(ii) Liquidating Distributions. The balance, if any, to the Partners in accordance with Section 5.1, subject to the other provisions of Article V.

The costs and expenses relating to the winding up of the Partnership shall be borne by the Partnership.

Section 10.3 Final Accountings. Upon both the dissolution and termination of the Partnership, a proper accounting shall be made by the Partnership from the date of the last previous accounting to the date of the dissolution or termination, as the case may be.

Section 10.4 Capital Account Deficit Balance Restoration Obligation. In no event shall any Partner be liable with respect to, or be required to contribute capital to restore, a negative or deficit balance in such Partner's Capital Account upon the dissolution or liquidation or at any other time of either the Partnership or such Partner's Interest except to the extent such Partner expressly agrees thereto in writing with the Partnership.

Section 10.5 Termination. On completion of the Distribution pursuant to Section 10.2, the Partnership is terminated, and the General Partner (or liquidator, as the case may be) shall file a notice of dissolution with the Cayman Islands Registrar of Exempted Limited Partnerships and cancel any other filings and take such other actions as may be necessary to terminate the Partnership.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

Section 11.1 General. Each Partner, for the benefit of the other Partners and the Partnership, hereby makes each of the following representations and warranties applicable to such Partner, on and as of the date hereof.

(a) Binding Obligation. This Agreement constitutes the legal, valid and binding obligation of such Partner, enforceable against such Partner in accordance with its terms.

(b) No Conflict with Restrictions; No Default. The execution, delivery and performance of this Agreement by such Partner does not (and will not) conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any court, any other Governmental Authority or any arbitrator, now applicable to such Partner or any of its Affiliates or (ii) any of the terms of any agreement or instrument to which such Partner or any of its Affiliates is a party or is bound.

(c) Litigation. There are no actions, suits, proceedings or investigations pending or, to the knowledge of such Partner, threatened against or affecting such Partner or any of its Affiliates (or any of their properties, assets or businesses) in any court or before or by any Governmental Authority, or any arbitrator which could, if adversely determined, reasonably be expected to materially affect such Partner's ability to perform its obligations under this Agreement or its financial condition. Neither such Partner nor any of his or its Affiliates has received any notice of any default, and neither such Partner nor any of his or its Affiliates is in default, under any applicable order, writ, injunction, decree, permit, determination or award of any court, any other Governmental Authority or any arbitrator which could reasonably be expected to materially affect such Partner's ability to perform its obligations under this Agreement or its financial condition.

(d) Investigation and Suitability. Such Partner (i) is financially able to bear all the risks of owning the Interests such Partner is acquiring for an indefinite period of time; (ii) has such knowledge and experience in financial and business matters to be able to evaluate the merits and risks of the acquisition of the Interests and of making an informed investment decision with respect thereto; (iii) has been provided, or has had access to, all information such Partner has requested of the Partnership in connection with the acquisition of the Interests; (iv) has been afforded the opportunity to ask questions of, and receive answers from, the Partnership concerning the terms and conditions of this Agreement and the purchase of the Interests; (v) has been given the opportunity to obtain any additional information necessary to verify the accuracy of the information furnished by, or on behalf of, the Partnership; (vi) is acquiring the Interests based upon such Partner's own investigation of such relevant information (including the foregoing) that it deems to be necessary or desirable and, in connection therewith, has received the full cooperation of, and assistance from, the Partnership; and (vii) has consulted, to the extent that such Partner has deemed necessary, with its tax, legal, accounting and financial advisors concerning its acquisition of its Interests. The exercise by such Partner of its rights and the performance of its obligations under this Agreement is based upon such Partner's own investigation, analysis and expertise.

(e) Compliance with Laws. The General Partner will operate the Partnership in all material respects in full compliance with all applicable laws.

(f) Purchase for Own Account. Such Partner's acquisition of said Interests is being made for that Partner's own account for investment, and not with a view to the sale or distribution thereof. Such Partner acknowledges that the Interests that they represent, have not been registered under the Securities Act, or any U.S. federal, state or foreign securities laws, and, in addition to the other restrictions contained herein, any Transfer or offer to Transfer thereof may require appropriate registration or the availability of an exemption from such registration under said laws and the regulations issued thereunder and, therefore, is aware that the financial risks of such investment must be borne for an indefinite period of time.

Section 11.2 Survival. The foregoing representations and warranties by each Partner set forth in Section 11.1 shall survive the execution of this Agreement and shall not be released or waived as a result of any subsequent admission of a Substituted Partner or Transfer of any Interest.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Notices. Any notice, payment, demand or communication (collectively, a "Notice") required or permitted to be given by this Agreement or applicable law shall be in writing (except in the case of a telephone conversation) and sent by first class mail, overnight courier, hand delivery or telephone conversation or e-mail; except, unless waived by the recipient, if such Notice is made by telephone conversation or e-mail, such telephone conversation or e-mail shall be followed within forty-eight (48) hours thereof by written notice sent by first class mail, overnight courier or hand delivery. Charges for any Notice hereunder shall be prepaid and addressed as follows, or to such other address as such Person may from time to time specify by notice to the Partners or the Partnership, as the case may be:

(a) if to the Partnership, to the Partnership at the address of its principal place of business set forth in Section 2.3(a); and

(b) if to a Partner, to the address set forth in Schedule 2 unless the General Partner has been notified in the manner provided in this Section 12.1 by a Partner of a change in such Partner's address for receiving notices hereunder, then to the address most recently designated by such Partner in the manner provided in this Section 12.1.

Unless otherwise indicated herein, any Notice shall be deemed to be delivered, given and received for all purposes as of the date delivered, or if sent by first class mail, five (5) days after the date on which the same was deposited in a receptacle, regularly maintained by the United States Postal Service for the deposit of mail, whichever occurs first.

Section 12.2 Tax Matters.

(a) Tax Matters Partner. Pursuant to Section 6231(a)(7) of the Code, the General Partner is hereby designated the Tax Matters Partner of the Partnership (the "Tax Matters Partner") for all purposes of the Code and the corresponding provisions of any U.S. state or local or foreign statute. Each of the Partners hereby consents to such designation and agrees to take any such further action as may be required by Regulations or otherwise to effectuate such designation. The Tax Matters Partner is authorized to represent the Partnership (at the Partnership's expense) in connection with all examinations of the Partnership's affairs by any tax authorities, including resulting judicial and administrative proceedings, and to expend Partnership funds for professional services and costs associated therewith. The decisions of the Tax Matters Partner shall be final and binding as to all Partners, except to the extent that any Partner files a statement not to be bound by a settlement pursuant to Code Section 6224(c)(3).

(b) Elections. The Tax Matters Partner shall make all elections and other determinations for federal, state, local and foreign tax purposes, on behalf of the Partnership.

(c) Indemnification. The Partnership hereby indemnifies, to the fullest extent permitted by applicable Laws, the General Partner from and against any damages or losses (including, without limitation, attorneys' fees and expenses) arising out of or incurred in

connection with any action taken or omitted to be taken by it in carrying out its responsibilities as Tax Matters Partner, provided, that such action taken (or omission) was not the result of fraud, gross negligence or gross professional misconduct. All rights to indemnification permitted herein and payment of associated expenses shall not be affected by the termination of the Partnership, the dissolution or other cessation to exist of the General Partner or the withdrawal, adjudication of bankruptcy or insolvency of the General Partner.

Section 12.3 No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Partners and their successors and permitted assigns, and no other Person, unless express provision is made herein to the contrary, shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise. This Agreement shall be binding upon, and shall inure to the benefit of, the parties to this Agreement and their respective heirs, personal representatives, executors, successors and permitted assigns.

Section 12.4 References to this Agreement; Headings; Scope. Unless otherwise indicated, "Articles," "Sections," "Subsections," and "Clauses" mean and refer to designated Articles, Sections, Subsections, and Clauses of this Agreement. Words such as "herein," "hereby," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Agreement as a whole, unless the context indicates otherwise. All headings in this Agreement are for convenience of reference only and are not intended to define or limit the scope or intent of this Agreement. This Agreement and the agreements and documents related hereto, constitutes the entire understanding of the Partners with respect to the subject matter hereof and thereof and supersedes all prior understandings and agreements in regard hereto or thereto.

Section 12.5 Construction. Common nouns and pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person, Persons or other reference in the context requires. Every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Partner. Any reference to the Act, Code or other statutes, laws, or regulations (including the Regulations), forms or schedules shall include the amendments, modifications, or replacements thereof. Whenever used herein, "or" shall include both the conjunctive and disjunctive, "any" shall mean "one or more," and "including" shall mean "including without limitation."

Section 12.6 Validity of Agreement; Severability. Every provision of this Agreement is intended to be severable. If any provision hereof is illegal, invalid or unenforceable for any reason whatsoever, such provision will be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision were not a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be automatically included, as part of this Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. In the event the Act or other controlling law is subsequently amended or interpreted in such a way to make any provision of this Agreement that was formerly invalid valid, such provision shall be considered to be valid from the date provided in such interpretation or amendment or in the event

the interpretation or amendment does not otherwise provide, from the effective date of such interpretation or amendment.

Section 12.7 Further Action. Each Partner, upon the request of any other Partner, agrees to perform all further acts and execute, acknowledge, or deliver any instruments or documents and to perform such additional acts as may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

Section 12.8 Governing Law. The laws of the Cayman Islands, without reference to conflict of laws principles, shall govern the validity, construction and interpretation of this Agreement.

Section 12.9 Costs of Litigation. In any legal or mediation proceedings, or other actions between the Partners to enforce any of the terms or conditions of this Agreement or of any other contract relating to the Partnership, or any action in any other way pertaining to Partnership affairs or this Agreement, the prevailing party, in addition to any other damages or compensation received, shall be entitled to recover that party's litigation or mediation costs, including reasonable attorney's fees, expenses and costs of any appeals.

Section 12.10 Cumulative Remedies. Each right, power, and remedy of a Partner or the Partnership, provided herein or which exists at law or in equity shall be cumulative and in addition to every other right, power, or remedy such Partner or the Partnership may have.

Section 12.11 Specific Performance.

(a) Each Partner agrees that the Partnership and the other Partners would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, it is agreed that, in addition to any other remedy to which the Partnership and each Partner may be entitled, at law or in equity, they shall be entitled to injunctive relief to prevent or remedy breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of competent jurisdiction.

(b) Nothing in this Agreement shall be deemed to limit the right of any Partner to obtain from a court provisional or ancillary remedies, including temporary restraining orders, preliminary injunctive relief, or the appointment of a receiver. The institution or maintenance of an action for provisional or ancillary remedies shall not constitute a waiver of the right of any Partner.

Section 12.12 Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document.

Section 12.13 No Implied Waiver. The Partners and the Partnership shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, and no waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing.

Section 12.14 Jurisdiction. Each party to this Agreement hereby irrevocably agrees that any suit, action or proceeding arising out of or relating to this Agreement or any agreements or transactions contemplated hereby may be brought in the [United States District Court for the Southern District of New York] and hereby expressly submits to the personal jurisdiction and venue of such court for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum. Each party hereby irrevocably consents to the service of process of any of the aforementioned courts in any such suit, action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the address provided to the Partnership in accordance with Section 12.1, such service to become effective ten (10) days after such mailing.

Section 12.15 Amendments; Copies of Agreement. Except as otherwise set forth in this Agreement, no amendment shall be made to this Agreement without the prior written consent of (i) the General Partner, (ii) a Supermajority in Interest and (iii) if such amendment would adversely affect any Limited Partner, such Limited Partner. The General Partner shall within five (5) days after receipt of a written request of any Partner for a copy of this Agreement, distribute to the requesting Partner a copy thereof and of any filings pursuant to the Act, as same may be amended as of such time.

Section 12.16 Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING, WHETHER AT LAW OR EQUITY, BROUGHT BY ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12.17 Power of Attorney.

(a) Appointment. Each Limited Partner hereby constitutes and appoints the General Partner, and any successor in interest of the General Partner, its true and lawful attorney-in-fact, with full power of substitution, for it and in its name, place and stead, from time to time:

(i) to make, execute, swear to, record and file such documents and any amendments thereto, as required under the Act, and to do such other acts as are required to constitute and continue the Partnership as a limited partnership under the laws of the Cayman Islands;

(ii) to make, enter, execute, deliver and file any and all agreements, instruments, certificates or other documents amending this Agreement or filings pursuant to the Act, as presently constituted or hereafter amended, that may be necessary or appropriate to reflect:

(A) a change in the name or location of the principal place of business of the Partnership or a change of name or address of any Partner;

(B) the Transfer by a Partner of its interest in the Partnership or any part thereof;

(C) the execution of any documents required by the General Partner pursuant to Section 9.1(c) of this Agreement;

(D) the addition or substitution of a Partner as approved pursuant to the terms of this Agreement;

(E) a distribution in reduction of the Capital Contribution of a Partner;

(F) a change in the capital of the Partnership;

(G) any continuation, dissolution or termination of the Partnership in accordance with the terms of this Agreement; and

(H) any other amendment authorized pursuant to Section 12.15 hereof;

(iii) to make, enter, execute, deliver and file any and all agreements, instruments, certificates or other documents to effect the purposes of the Partnership as set forth in this Agreement and to the extent authorized by the terms of this Agreement;

(iv) to sign, execute, acknowledge, swear to, verify, deliver, file, record and publish any and all of the foregoing; and

(v) to take any further action, including furnishing verified copies of this Agreement and/or excerpts therefrom, which said attorney-in-fact shall consider necessary or convenient in connection with any of the foregoing, hereby giving said attorney-in-fact full power and authority to do and perform each and every act and thing whatsoever requisite and necessary to be done in and about the foregoing as fully as such Limited Partner might or could do if personally present, and hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue hereof, so long as said acts are in accordance with the terms of this Agreement.

(b) The foregoing grant of authority set forth in subparagraph (a) of this Section 12.17:

(i) is an irrevocable power of attorney given to secure a proprietary interest of the General Partner or the performance of an obligation owed to the General Partner and shall survive the death, incompetence, bankruptcy, dissolution or liquidation of any Limited Partner;

(ii) may be exercised by the General Partner for each Limited Partner by the signature of the General Partner or by listing all of the Limited Partners executing any agreement, instrument, certificate or other document with the single signature of the General Partner as attorney-in-fact for all of them; and

(iii) shall survive the Transfer by any Limited Partner of all or any part of its interest in the Partnership, except that where the transferee or assignee thereof is admitted as a Substituted Limited Partner as to all of such interest, this power of attorney shall survive the delivery of such Transfer for the sole purpose of enabling such attorney-in-fact to make, enter,

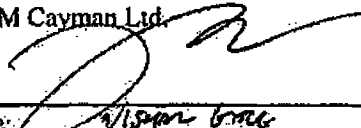
execute, deliver and file any such agreement, instrument, certificate or other document necessary to effect such substitution.

Section 12.18 Publicity. The parties agree that no public release or announcement concerning this Agreement or the transactions contemplated hereby shall be made without advance review and approval by each party hereto, except as otherwise required by applicable law (including without limitation, applicable securities laws).

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as a Deed and hereunto set their hands and seals as of the date first above written.

GENERAL PARTNER:

ARAM Cayman Ltd.

By: 
Name: William Brock
Title: Director

INITIAL LIMITED PARTNER:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as a Deed and hereunto set their hands and seals as of the date first above written.

GENERAL PARTNER:

ARAM Cayman Ltd.

By: _____
Name:
Title:

INITIAL LIMITED PARTNER:

By: Gavin Lowe
Name: GAVIN LOWE
Title: AUTHORISED SIGNATORY

ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

Erin R. Golden
(Type Name)

[Handwritten Signature]
(Signature)

Manager
(Representative capacity, if any)

3/4/11
Date

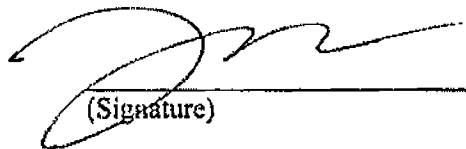
ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

Structured Credit Investco
(Type Name) LLC


(Signature)

Member
(Representative capacity, if any)

3/15/2011
Date

ARAM PHOENIX HOLDCO, L.P.


AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof; (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

MICHAEL MOLBERG

(Type Name)



(Signature)

(Representative capacity, if any)

3/3/2011

Date

ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

MAGALY O. DE NAVARRO
(Type Name)

Magalay O. de Navarro
(Signature)

DIRECTOR
(Representative capacity, if any)

09 MARCH 2011
Date

ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

CHRISTOPHER P. DUNN

(Type Name)



(Signature)

(Representative capacity, if any)

MARCH 1ST, 2011

Date

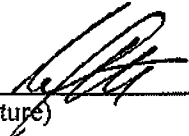
ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

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Deutsche Property Investment Limited
(Type Name)



(Signature)

Wolf-Peter Berthold, Director
(Representative capacity, if any)

10-03-2011
Date

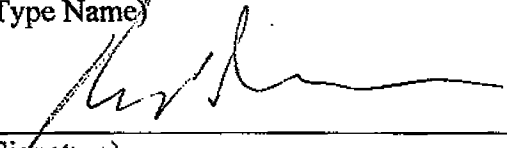
ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

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David P. Gilman
(Type Name)


(Signature)

(Representative capacity, if any)

March 9, 2011
Date

ARAM PHOENIX HOLDCO, L.P.

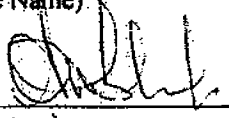
AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

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Andrew Black

(Type Name)



(Signature)

(Representative capacity, if any)

11 March 2011

Date

ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

CHAKRADHAK REDDY
(Type Name)

Chuchie Reddy
(Signature)

(Representative capacity, if any)

Date

ARAM PHOENIX HOLDCO, L.P.

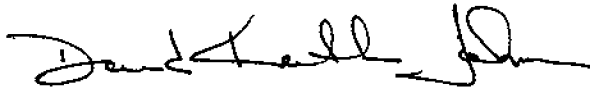
AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

Chamberlain Park LLC

(Type Name)



(Signature)

CEO

(Representative capacity, if any)

March 5, 2011

Date

ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

ALAN PATTERSON

(Type Name)



(Signature)

(Representative capacity, if any)

7 March 2011

Date

ARAM PHOENIX HOLDCO, L.P.
AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT
LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

Stefan BUNGARTEN
(Type Name)


(Signature)

(Representative capacity, if any)

15-03-2011
Date

ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

Geoffrey Witt

(Type Name)

Geoffrey R. Witt

(Signature)

(Representative capacity, if any)

3/21/11

Date

ARAM PHOENIX HOLDCO, L.P.

AMENDED AND RESTATED
EXEMPTED LIMITED PARTNERSHIP AGREEMENT

LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, by the signature below, the undersigned hereby agrees that effective as of the date of its admission to ARAM Phoenix Holdco LP as a Limited Partner (i) it shall be bound by each and every term and provision of the Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, (ii) it shall become and be a party to said Amended and Restated Exempted Limited Partnership Agreement of ARAM Phoenix Holdco LP, and (iii) it shall have entered into the Amended and Restated Exempted Limited Partnership Agreement as a Deed and hereunto set their hands and seals as of the effective date of its admission to ARAM Phoenix Holdco LP.

FAZ VAZANI

(Type Name)

(Signature)

(Representative capacity, if any)

MAR 29 2011

Date

SCHEDULE 1

DEFINITIONS

“Act” means the Exempted Limited Partnership Law of the Cayman Islands, as amended from time to time.

“Accepting Partners” is defined in Section 9.1(b).

“Adjusted Capital Account Deficit” means the deficit balance, if any, in a Partner’s Capital Account as of the end of a Fiscal Year (or other applicable period), after giving effect to the following adjustments:

(a) credit to such Capital Account any amounts (i) described in Section 1.704-1(b)(2)(ii)(c) of the Regulations which such Partner is unconditionally obligated to contribute to the Partnership pursuant to this Agreement or applicable law or (ii) which such Partner is deemed obligated to restore pursuant to the penultimate sentences of Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) debit to such Capital Account the items described in Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficits is intended to comply with the provisions of Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

“Advance Preferred Return” is defined in Section 3.3(b).

“Affiliate” of a specified Person means any other Person who (a) directly or indirectly controls, is controlled by, or is under common control with, such specified Person; (b) owns or controls either ten percent (10%) or more of the outstanding voting stock or other voting equity or beneficial interests of such specified Person or ten percent (10%) or more of the value of the total outstanding stock or other equity securities of such specified Person determined on a fully diluted basis; (c) is an officer, director, general partner, trustee, manager or agent of such specified Person; or (d) is an officer, director, general partner, trustee, manager, or agent of and owns or controls ten percent (10%) or more of the outstanding voting interests of such other Person described in clause (a), (b) or (c) of this sentence. For purposes of the preceding sentence, “control” of a Person means possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management and policies of such Person through ownership of voting securities (or other ownership interests), contract, voting trust or otherwise.

“Agreement” means this Agreement of Exempted Limited Partnership of ARAM Phoenix Holdco LP, including all schedules hereto, as the same may be amended, supplemented, modified or restated from time to time.

“Assignee” means a Person (other than a Partner) to whom all or part of a Partner’s Interest has been transferred, but who has not been admitted as a Substituted Partner. Any Person

who owns only Assignee Interests shall be deemed to be an Assignee and not a Partner of the Partnership.

“Assignee Interests” means those Interests that confer only the economic rights of an Assignee and not any of the other rights of a Partner.

“Available Cash” means all cash funds of the Partnership (other than in respect of Capital Contributions or amounts borrowed by the Partnership) from incentive, management or other fees, interest, asset sales or other sources at any particular time available for Distribution after the General Partner makes reasonable provision for, and to the extent necessary a reasonable allocation of, (a) payment of all Operating Expenses of the Partnership as of such time, (b) payment of all outstanding and unpaid current obligations of the Partnership as of such time, (c) Reserves and (d) purchase of any Eligible Investments. The General Partner shall make all determinations regarding the amount of Available Cash (and its components) in its sole discretion.

“Bankruptcy” means, with respect to any Person, a “Voluntary Bankruptcy” or an “Involuntary Bankruptcy.” A “Voluntary Bankruptcy” means, with respect to any Person, the (a) institution (or consenting to the institution) of proceedings or filing an answer or other pleading to be adjudicated a bankrupt or insolvent or seeking for such Person any liquidation, winding up, dissolution, reorganization, rearrangement, adjustment, protection, composition or other similar relief of such Person or such Person’s debts under any Bankruptcy Law; or (b) seeking, consenting to, or acquiescing in any entry of an order for relief or the appointment of a receiver, trustee, liquidator or other similar official for such Person or all or any substantial part of such Person’s property under any Bankruptcy Law. An “Involuntary Bankruptcy” means, with respect to any Person, without the consent of such Person, (a) the entering of an order for relief or approving a petition or other pleading for relief or reorganization or any other petition or other pleading seeking any liquidation, winding up, dissolution, reorganization, rearrangement, adjustment, composition or other similar relief against such Person under any Bankruptcy Law; (b) the filing of any such petition or other pleading against such Person which petition is not discharged or dismissed within sixty (60) days of such filing; or (c) without the consent or acquiescence of such Person, the entering of an order appointing a receiver, trustee, liquidator or other similar official for such Person or of all or any substantial part of such Person’s property, which order is not dismissed within sixty (60) days of the date it is entered.

“Bankruptcy Law” means any law relating to bankruptcy, insolvency, reorganization, liquidation or other relief of debtors, including Title 11 of the United States Code, as amended.

“Breaching Partner” is defined in Section 9.1(c).

“Business Day” means any day other than a Saturday, Sunday or any other day on which national banking associations in the State of New York generally are closed for the conduct of commercial banking business.

“Capital Account” means, with respect to each Partner, the capital account of such Partner, maintained in accordance with the relevant provisions of Subchapter K of Chapter 1 of Subtitle A of the Code and the Regulations promulgated thereunder.

“Capital Contribution” means, with respect to any Partner, the aggregate amount of money or other property contributed to the Partnership pursuant to Article III.

“Cause” means the General Partner: (a) has been found by a court of competent jurisdiction in a non-appealable judgment to have committed an act of fraud, willful misconduct or misappropriation of funds with respect to the Partnership; (b) has been convicted of, or pleads nolo contendere to, a felony involving moral turpitude or any crime involving fraud, theft or dishonesty that has a direct, material and adverse impact on the business of the Partnership; or (c) has committed a knowing, willful and material breach of this Agreement that is not cured within 30 days after the General Partner’s receipt of a notice from the Partnership with respect to such breach.

“CDOs” means those certain funds of collateralized debt obligations entitled Triaxx Prime CDO 2006-1, Ltd., Triaxx Prime CDO 2006-2, Ltd. and Triaxx Prime CDO 2007, Ltd.

“Code” means the United States Internal Revenue Code of 1986, as amended.

“Combined Marginal Rate” means, for any Fiscal Year (or any other applicable period), the sum of (a) the highest marginal U.S. federal income tax rate assessable for such year on the income of individual taxpayers and (b) the highest combined marginal U.S. state and local income tax rates assessable for such year on the income of individual taxpayers residing in New York City, after giving effect to the federal income tax benefit derived from such state and local taxes based on the rate determined in the preceding clause (a).

“Competitor” means any Person that conducts, directly or indirectly, any business or other activity that is substantially similar to any of the businesses of the Partnership.

“Confidential Information” is defined in Section 8.5(b).

“Contracts” means due diligence contracts, activist implementation agreements and other agreements that are substantially similar.

“Corporate Opportunity” means any business opportunity that the Partnership is financially able to undertake, that is, from its nature, in any of the Partnership’s lines of business, of practical advantage to the Partnership and one in which the Partnership has an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of the General Partner or its Representatives will be brought into conflict with the Partnership’s self-interest.

“Depreciation” means, for each Fiscal Year (or other period), an amount equal to the depreciation, amortization, or other cost recovery deduction allowable for an asset for the Fiscal Year (or other period) for U.S. federal income tax purposes, except that if Gross Asset Value of an asset differs from its adjusted tax basis for U.S. federal income tax purposes at the beginning of such Fiscal Year (or other period), Depreciation is an amount that bears the same ratio to the beginning Gross Asset Value as the federal income tax depreciation, amortization, or other cost recovery deduction for the Fiscal Year (or other period) bears to the beginning adjusted tax basis; provided, if the adjusted tax basis for U.S. federal income tax purposes of an asset at the

beginning of the Fiscal Year (or other period) is zero, Depreciation is determined by reference to the beginning Gross Asset Value using any reasonable method selected by the General Partner.

“Dissolution Event” is defined in Section 9.1.

“Distribute” means to make one or more Distributions.

“Distribution” or “Distributions” means with respect to a Partner, the amount of money and the net fair market value (as determined by the General Partner) of the property other than money distributed to a Partner by the Partnership on account of that Partner’s Interest as provided in Article V or Section 9.2.

“Effective Date” is defined in the introductory paragraph hereof.

“Eligible Investments” means (a) the Incentive Management Fees, (b) any bonds issued by the CDOs and (c) other bonds of collateralized debt obligations.

“Fiscal Year” means the annual accounting period of the Partnership, which shall commence on January 1 of each year (or such later date as the Partnership shall commence its existence) and end on the last day of December of such year.

“GAAP” means United States generally accepted accounting principles.

“General Partner” is defined in the introductory paragraph hereof.

“General Partner Advances” is defined in Section 3.3(b).

“General Partner Interest” means the Interests owned by the General Partner.

“Governmental Authority” means any United States or non-United States governmental or regulatory entity, agency, authority, commission, department, board, bureau, political subdivision, court, tribunal, official arbitrator or arbitral body, or any other entity entrusted by the aforesaid entities or authorized by Law to exercise administrative power.

“GP Purchase Rights” is defined in Section 9.1(c).

“Gross Asset Value” means, with respect to any asset, the asset’s adjusted tax basis for U.S. federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Partner to the Partnership is the gross fair market value of the asset, as determined by the General Partner;

(b) The Gross Asset Value of all the Partnership’s assets are adjusted to equal their respective gross fair market values as of the following times: (i) the acquisition of an additional interest in the Partnership by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a de minimis amount of Partnership assets as consideration for an interest in the Partnership; (iii) the liquidation of the Partnership on the earlier of the date on which the Partnership is terminated

under Code Section 708, or the date on which the Partnership ceases to be a going concern even though it may continue in existence for winding up its affairs, paying its debts and distributing any remaining assets to the Partners and (iv) in connection with the grant of a Interest (other than a de minimis Interest) as consideration for the provision of services to or for the benefit of the Partnership by an existing Partner in a Partner capacity or a new Partner acting in a Partner capacity in anticipation of becoming a Partner, provided, however, that adjustments pursuant to clauses (i), (ii) and (iv) above shall be made only if the General Partner determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership.

(c) The Gross Asset Value of any Partnership asset distributed to any Partner is the gross fair market value of the asset on the date of distribution; and

(d) The Gross Asset Value of the Partnership's assets is increased or decreased to reflect any adjustments to the adjusted tax basis of the assets under Code Section 734(b) or Code Section 743(b), but only to the extent that the adjustments are taken into account in determining Capital Accounts under Treas. Reg. § 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values are not adjusted under this paragraph (d) to the extent the Partners reasonably determine that an adjustment under paragraph (b) is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment under paragraph (d).

"Incentive Management Fees" means any fees payable to ICP Asset Management LLC ("ICP") pursuant to clause 8 (Compensation) of the following agreements: (a) Collateral Management Agreement, dated as of September 7, 2006, between ICP, as Collateral Manager, and Triaxx Prime CDO 2006-1, Ltd.; (b) Collateral Management Agreement, dated as of December 14, 2006, between ICP, as Collateral Manager, and Triaxx Prime CDO 2006-2, Ltd.; and (c) Collateral Management Agreement, dated as of March 29, 2007, between ICP, as Collateral Manager, and Triaxx Prime CDO 2007-1, Ltd.

"Indemnifiable Losses" means any and all claims, liabilities, losses, damages, penalties, actions, judgments, fines, forfeitures, amounts paid in settlement, reasonable costs or expenses of any kind or nature whatsoever, including all reasonable attorneys' fees, costs, fees and expenses of defense, appeal and settlement of any proceedings instituted against any Indemnitee or other applicable Person, and all costs of investigation in connection therewith.

"Indemnitee" is defined in Section 6.5(a).

"Initial Limited Partner" means Turner & Roulstone Management, Ltd.

"Interest" of any Partner at any time means the entire ownership interest of such Partner in the Partnership at such time, represented as either a General Partner Interest or a Limited Partner Interest, including all benefits to which the owner of such Interest is entitled under this Agreement or applicable law, including, without limitation, the right to receive Distributions under Section 5.1 or 10.2, together with all obligations of such Partner under this Agreement and applicable law.

"Investment" means each Eligible Investment or other investment acquired by the Partnership as approved by the General Partner.

“Investment Allocation” of each Partner shall initially have the meaning set forth on Schedule 2 and shall be subject to adjustment as set forth in Article III.

“Laws” means multinational, national, state, provincial or local law, statute, ordinance, regulation, order, writ, judgment, decree, rule, code or other requirement or rule of law.

“Limited Partner” is defined in the introductory paragraph hereof.

“Limited Partner Interest” means the Interests owned by a Limited Partner.

“Majority in Interest” means the action or consent of Limited Partners holding a majority of the aggregate Investment Allocations held by all Limited Partners.

“Net Income” or “Net Loss” means, for each Fiscal Year (or other applicable period), an amount equal to the Partnership’s U.S. federal taxable income or loss for such year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Partnership that is exempt from U.S. federal income tax and not otherwise taken into account in computing Net Income or Net Losses pursuant to this definition shall increase the amount of such income and/or decrease the amount of such loss;

(b) Any expenditure of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Income or Net Losses pursuant to this definition, shall decrease the amount of such income and/or increase the amount of such loss;

(c) If the Gross Asset Value of any Partnership asset is adjusted pursuant to clauses (i) - (iv) of paragraph (b) of the definition of Gross Asset Value herein, the amount of such adjustment shall be taken into account in the Fiscal Year of such adjustment as gain or loss from the disposition of such asset for purposes of computing Net Income and Net Losses.

(d) Gain or loss resulting from any taxable disposition of Partnership property is computed by reference to the adjusted book value of the property disposed of, determined in accordance with Regulations Section 1.704-1(b)(2)(iv)(d) through (h), notwithstanding the fact that the adjusted book value differs from the adjusted tax basis of the property for U.S. federal income tax purposes;

(e) In lieu of the depreciation, amortization or cost recovery deductions allowable in computing U.S. federal taxable income or loss, the Partnership shall compute such deductions based on the Depreciation of a property.

Notwithstanding any other provision of this definition, any items that are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Net Income or Net Losses.

“Nonrecourse Deductions” has the meaning set forth in Regulations Section 1.704-2(b) and (c).

“Non-Triaxx Contracts” means Contracts with parties other than the CDOs.

“Notice” is defined in Section 12.1.

“Operating Expenses” means the following costs, fees, expenses and liabilities that in the good faith judgment of the General Partner are incurred by or arise out of the operation and activities of the Partnership, including without limitation: (a) fees payable to third party consultants or advisors; (b) accounting fees and expenses, including fees and expenses associated with the preparation of the Partnership’s financial statements, tax returns and Schedule K-1s; (c) taxes and other governmental charges, fees and duties payable by the Partnership and all costs and expenses relating to any tax audit; (d) costs of reporting to the Limited Partners; (e) all costs and expenses of the Partnership relating to any investigation, action, suit or proceeding brought against the Partnership; and (f) costs and expenses of winding up and liquidating the Partnership.

“Organization” means any corporation, partnership, joint venture or enterprise, limited liability company, unincorporated association, trust, estate, governmental entity or other entity or organization, and shall include the successor (by merger or otherwise) of any entity or organization.

“Partners” means the General Partner and the Limited Partners and “Partner” means the General Partner or a Limited Partner.

“Partnership” is defined in the introductory paragraph hereof.

“Partnership Interest” means an interest or interests in the capital, profits and losses of the Partnership and includes any class or series of the Partnership Interests and any units or fractions thereof.

“Permitted Transferee” means, with respect to a Partner, (i) the estate, personal representative, or executor, or any ancestor, spouse, or lineal descendant of or foundation created by such Partner, (ii) any trust, for the exclusive benefit of, or a limited partnership, limited liability company or other entity all of the equity interests of which are owned by or held for the benefit of, the Partner and/or the persons listed in (i) above, and (iii) any owner of the Partner, and any person having a relationship to such owner listed in (i) or (ii) above.

“Person” means any natural person or any Organization.

“Preferred Return” means, with respect to the Capital Contribution contributed by a Limited Partner, a return on such Capital Contribution funded by such Limited Partner, in cash, equal to eight percent (8%) per annum (compounded monthly), which Preferred Return shall be calculated from the date such Capital Contribution was contributed to the date for which such calculation of the Preferred Return is being made.

“Recipient Partners” is defined in Section 9.1(b).

“Regulations” means the final and temporary regulations of the U.S. Department of the Treasury promulgated under the Code.

“Regulatory Allocations” is defined in Section 4.3(a).

“Representatives” means, with respect to any Person, the Affiliates, directors, officers, employees, general partners, agents, accountants, managing member, employees, counsel and other advisors and representatives of such Person.

“Reserves” means the sum of funds or amounts reasonably required to be set aside or otherwise allocated for working capital to pay taxes, insurance, costs associated with the Partnership’s business or operations, any future, anticipated or contingent losses to the extent reasonably identified by the General Partner, debt service and future, anticipated or contingent obligations and expenses incident to the Partnership’s operations or ownership of its Investments that are not otherwise required to be paid by the Partners pursuant to the terms of this Agreement.

“Right of First Offer Notice” is defined in Section 9.1(b).

“ROFO” is defined in Section 9.1(b).

“ROFO Interests” is defined in Section 9.1(b).

“ROFO Response” is defined in Section 9.1(b).

“Sale Notice” is defined in Section 6.3(c).

“Securities Act” means the U.S. Securities Act of 1933, as amended.

“Substituted Partner” means any Person who is admitted as a Partner of the Partnership in the manner provided in Section 9.1.

“Supermajority in Interest” means the action or consent of Limited Partners holding at least 75% of the aggregate Investment Allocations held by all Limited Partners.

“Tax Matters Partner” is defined in Section 12.2(a).

“Transfer” means (a) as a noun, any conveyance or other transfer, sale, alienation, lease, mortgage, pledge, encumbrance, lien, hypothecation or other disposition (whether voluntary or involuntary), and (b) as a verb, the act of making any voluntary or involuntary Transfer.

“Transferring Partner” is defined in Section 9.1(b).

“Triaxx Contracts” means Contracts with the CDOs.

“Unauthorized Transfer” is defined in Section 8.2.

“Unreturned General Partner Advances” means the aggregate General Partner Advances, as reduced by Distributions made to the General Partner pursuant to Section 5.1(a).

“Unreimbursed Expenses” means of each Partner means the aggregate Operating Expenses paid or incurred by such Partner, as reduced by Distributions made to such Partner pursuant to Section 5.1(b).

“Unreturned Capital Contributions” of each Partner means the aggregate Capital Contributions by such Partner, as reduced by Distributions made to such Partner pursuant to Section 5.1(c).

SCHEDULE 2**SCHEDULE OF PARTNERS**

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Investment Allocation</u>
<u>General Partner</u>		
ARAM Cayman, Ltd. c/o Turner & Roulstone P O Box 2636 Strathvale House 90 North Church Street George Town Grand Cayman KY1 1102 Cayman Islands	[REDACTED]	[REDACTED]
<u>Limited Partners</u>		
POG Investments LLC, Series AK Suite 2100A, 141 W. Jackson Blvd. Chicago, IL 60604 Attn: Brian R. Gelber	[REDACTED]	[REDACTED]
Structured Credit Investco LLC 860 Broadway, 5 th Floor New York, NY 10003 Attention. Vishal Garg	[REDACTED]	[REDACTED]
Hans Erik Molberg P.O. Box 31350 Budaiya Kingdom of Bahrain	[REDACTED]	[REDACTED]
Whitehead Capital Inc. Calle 50, Global Tower Panama Attn: Magaly O. De Navarro, T&F Asset Management SA, Via Bossi 6, Lugano, Switzerland	[REDACTED]	[REDACTED]
Dr. Henry M. Balboa 251 Altessa Blvd. Melville, NY 11747	[REDACTED]	[REDACTED]

Name and Address	Capital Contribution	Investment Allocation
Christopher P. Dundon 212 W. 91st Street #1403 New York, NY 10024	[REDACTED]	[REDACTED]
Deutsche Property Investment Limited Hilltop Plaza, 15 th Floor 49 Hollywood Road Central Hong Kong Attn: Wolf-Peter Berthold, Director	[REDACTED]	[REDACTED]
David P. Goldman 237 E. 93 rd St. New York, NY	[REDACTED]	[REDACTED]
Andrew Black Chasemore Farm Boockham Road Cobam United Kingdom	[REDACTED]	[REDACTED]
Chakradhar Reddy 110 3 rd Ave. #11B New York, NY 10003	[REDACTED]	[REDACTED]
Chamberlain Park LLC 44 Singing Oaks Weston, CT 06883 Attn: David Keith Johnson	[REDACTED]	[REDACTED]
Alan Patterson 17 Chargate Close Walton oon Thames KT12 SDW United Kingdom	[REDACTED]	[REDACTED]
Stafan Bungarten Flughafenstrasse 6A D-60528 Frankfurt Germany	[REDACTED]	[REDACTED]
Geoffrey R. Witt 285 Central Park West #3E New York, NY 10024	[REDACTED]	[REDACTED]

Name and Address	Capital Contribution	Investment Allocation
Riaz Valani 720 Montague Expressway, Suite B Milpitas, CA 95035	[REDACTED]	[REDACTED]