LIMITED PARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

DATE

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LIMITEDPARTNERSHIP

LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT OF LIMITED PARTNERSHIP (this "***Agreement***") is made and entered into effective as of this DATE, by and among **PARTY1,** a Delaware limited liability company (the "***General Partner***"), and the persons designated as limited partners on ***Schedule A*** hereto (the "***Limited Partners***"), who hereby form **LIMITEDPARTNERSHIP,** a Delaware limited partnership (the "***Partnership***"), pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (the "***Act***"), as follows:

ARTICLE 1

NAME, PRINCIPAL OFFICE, FISCAL YEAR AND LIMITED PARTNERS' REPRESENTATIVE(S)

1.1 Name. The affairs of the Partnership shall be conducted under the name "LIMITEDPARTNERSHIP", or such other name as the General Partner may designate. The General Partner shall promptly notify each Limited Partner on a timely basis of any change in the Partnership's name.

1.2 Principal Office. The location of the principal office of the Partnership shall be at such place within the San Francisco Bay Area as the General Partner may from time to time determine. The General Partner shall promptly notify each Limited Partner on a timely basis of any change in the location of the Partnership's principal office.

1.3 Registered Agent and Office. The name of the registered agent for service of process of the Partnership and the address of the Partnership's registered office in the State of Delaware shall be A Registered Agent, Inc., or such other agent or office in the State of Delaware as the General Partner may from time to time designate.

1.4 Fiscal Year. The fiscal year of the Partnership shall be the year ending on the 31st day of December of each year (the "***Fiscal Year***").

1.5 Limited Partners' Representative(s). In order to facilitate the timely and efficient delivery of approvals and consents by the Limited Partners as may be required under this Agreement, one or more "Limited Partners' Representative(s)" shall be appointed by a Majority-in-Interest of the Limited Partners. The Limited Partners' Representative(s) shall have the power at any time to exercise the powers granted to it under this Agreement on behalf of the Limited Partners. If there are two or more Limited Partners' Representative(s) at any time, any approval or consent given by such Limited Partners' Representative(s) hereunder shall require the approval or consent of more than one-half of the Limited Partners' Representative(s) then in office. The Limited Partners' Representative(s) shall take no part in the control or management of the Partnership, nor shall the Limited Partners' Representative(s) have any power or authority to act for or on behalf of the Partnership. The Limited Partners' Representative(s) shall not be liable to any Partner of the Partnership or to the Partnership for any action taken in good faith by him in connection with his acting as Limited Partners' Representative(s).

ARTICLE 2

PURPOSES

2.1 Purposes. The primary purposes of the Partnership are to make investments in privately issued equity or equity-oriented Securities, as well as debt Securities which may provide equity-like returns, including those issued by companies primarily in high technology businesses, including but not limited to Internet, Mobile, Software as a Service, Cloud Infrastructure, and Hardware businesses. The general purposes of the Partnership are:

(a) To purchase or otherwise acquire, to hold for investment, and to sell or otherwise dispose of Securities, including short selling, and to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to Securities held or owned by the Partnership; and

(b) To enter into, make and perform all contracts and other undertakings, and engage in all activities and transactions, as may be necessary or advisable to the carrying out of the foregoing objects and purposes.

ARTICLE 3

TERM OF PARTNERSHIP

3.1 Term. The Partnership shall commence upon the date of the filing of the Partnership's Certificate of Limited Partnership with the Secretary of State of the State of Delaware (the "***Commencement Date***") and shall continue until the earlier of the tenth (10^{th}) anniversary thereof or the time it is dissolved as provided in paragraph 3.2.

3.2 Termination. The Partnership shall dissolve, and the affairs of the Partnership shall be wound up:

(a) Upon the occurrence of one of the events described in paragraph 10.1(a);

(b) Upon the determination of the Limited Partners' Representative(s) at any time during which the General Partner remains in default in any material respect of its obligations under this Agreement after the lapse of ten (10) business days after the Limited Partners have provided the General Partner with written notice of such default; or

(c) Upon the vote of eighty percent (80%) in Interest of the Limited Partners.

The General Partner shall promptly notify each Limited Partner of the occurrence of any of the events described in paragraph 3.2(a) above.

(d) If eighty percent (80%) in interest of the Limited Partners elect to dissolve the Partnership pursuant to clause (c) above, the Partnership shall not dissolve if the General Partner and the Limited Partners' Representative(s), within thirty (30) days after such vote, elect to instead continue the Partnership. In such event, no new investments shall be made and the Partnership's activities shall be limited to managing the Partnership's existing investments.

ARTICLE 4

NAME, ADMISSION AND LIABILITY OF PARTNERS

4.1 Name and Place of Residence. The name and address of the General Partner and each Limited Partner (the General Partner and the Limited Partners are sometimes referred to herein individually as a "***Partner***" and collectively as the "***Partners***"), the amount of such Partner's Capital Commitment to the Partnership, and such Partner's Partnership Percentage are set forth on ***Schedule A*** hereto. The General Partner shall cause ***Schedule A*** to be amended from time to time to reflect the admission of any new Partner, the withdrawal or substitution of any Partner, the transfer of an interest by any Partner, the receipt by the Partnership of notice of any change of address of a Partner, or the change in any Partner's Capital Commitment or Partnership Percentage in accordance with this Agreement. The amended ***Schedule A*** shall supersede any prior ***Schedule A*** and become part of this Agreement and shall be kept on file at the principal office of the Partnership. A separate Schedule A shall be maintained for each Sub-Fund in accordance with paragraph 6.4.

4.2 Admission of Partners. Except pursuant to paragraphs 4.3, 6.2, 6.3 and 10.1, an additional person may be admitted as a Partner of the Partnership only with the written consent of the General Partner and the Limited Partners' Representative(s).

4.3 Assignment.

(a) No Limited Partner shall sell, assign, pledge, mortgage, or otherwise dispose of or transfer its interest in the Partnership or in the Partnership's capital or property, in whole or in part, without the prior written consent of the General Partner, except that a Limited Partner may assign all or part of its interest in the Partnership without such consent if such assignment is (i) permitted by paragraph 4.3(c), (ii) by testamentary disposition or intestate succession, (iii) made to a trustee of any trust, or to any other entity, established by a Limited Partner for the benefit of such Limited Partner or any family member or spouse or (iv) by gift to any family member or spouse of a Limited Partner. An assignee of a Limited Partner's interest pursuant to this paragraph 4.3(a) or paragraph 4.3(c) shall become a substituted Limited Partner only with the consent of the General Partner, which consent may be granted or withheld in the sole discretion of the General Partner.

(b) Unless the Limited Partners' Representative(s) consents otherwise, the General Partner may not assign, transfer, mortgage or pledge its interest in the Partnership or in the Partnership's capital or property except as provided by paragraph 9.3.

(c) If at any time a Limited Partner wishes to transfer its Partnership interest, in whole or in part (and such transfer is not permitted by clauses (i), (ii) or (iii) of paragraph 4.3(a) or consented to by the General Partner), such Limited Partner shall send a written notice to the General Partner and the other Limited Partners indicating such wish to sell, the price at which it is willing to make such sale and the identity, if known, of the proposed buyer or buyers. At any time within thirty (30) days after the sending of such notice the General Partner, with the consent of the Limited Partners' Representative(s), may cause the Partnership to agree to redeem such interest at the price stipulated in such notice, or any or all of the other Partners may agree to

purchase such Partnership interest at the price stipulated in such notice (which purchase shall be *pro rata* among those Partners choosing to purchase in proportion to their Capital Commitments). Subject to the provisions of paragraph 4.4 and so long as (i) the assets of the Partnership will not be treated as plan assets within the meaning of ERISA and (ii) the Partnership will not be subject to Section 7704 of the Code, if the Limited Partners do not agree to purchase the entire interest at such price, the General Partner may purchase the remaining portion of the interest at such price not sooner than thirty (30) but within sixty (60) days after the sending of such notice. If the Partnership does not agree to redeem such Partnership interest and the Partners do not agree to so purchase the entire interest being offered by such Limited Partner, such Limited Partner may sell the remaining interest on terms which are economically no more favorable to such buyer than the stipulated offering price.

4.4 Investment Representation. Each Limited Partner hereby represents that it is acquiring its interest in the Partnership solely for its own account for investment and not with a view to its sale or distribution in whole or in part, and that it has no present intention of selling, granting participation in, or otherwise distributing the same, and each Limited Partner understands that its interest in the Partnership has not been registered under the Securities Act and that any transfer or other disposition of the interest may not be made without registration under the Securities Act or pursuant to an applicable exemption therefrom. Subject to the terms of this Agreement, the disposition of a Limited Partner's interest in the Partnership shall at all times be within such Partner's control. Each Limited Partner further represents that it does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participation to such person, or to any third person, with respect to its interest in the Partnership. Each Limited Partner represents that it is an "***accredited investor***" within the meaning of that term as defined in Regulation D promulgated under the Securities Act.

4.5 Members of General Partner. A member of the General Partner may not assign his or her interest in the General Partner to a person who is not a new or existing member of the General Partner without the consent of the Limited Partners' Representative(s); *provided, that* a member of the General Partner may assign his or her interest in the General Partner to a trust or other entity created by him for his benefit or that of any member of his family, including spouses, and of which he is the trustee, so long as the trustee of such trust is not given any right as a result of such transfer to participate in the affairs of the Partnership.

4.6 Liability of Limited Partners. Except as required by applicable law or by the terms of this Agreement, no Limited Partner shall be liable for any debts or obligations of the Partnership in excess of such Limited Partner's Capital Commitment to the Partnership.

ARTICLE 5

MANAGEMENT, DUTIES AND RESTRICTIONS

5.1 Management.

(a) The General Partner shall have the sole and exclusive control of the management and conduct of the affairs of the Partnership. The rights and powers of the General Partner to carry on the Partnership shall include, but not be limited to, the following:

(i) To purchase, hold, sell or otherwise effect transactions in Securities (whether marketable or unmarketable) subject to the limitations set forth elsewhere in this Agreement;

(ii) To incur indebtedness on behalf of the Partnership when the General Partner deems such action beneficial to the Partnership, subject to the limitations set forth in paragraph 5.4(a);

(iii) To guarantee the indebtedness of others, whether by endorsing a note or notes, acting as accommodation party, or otherwise, when the General Partner deems such action beneficial to the Partnership, subject to the limitations set forth in paragraph 5.4(a);

(iv) To deposit or hold Securities, funds and other assets of the Partnership in such street or nominee names as may be determined from time to time by the General Partner (*provided, that* the Partnership's Securities shall not be held in the name of the General Partner), at such securities firms, banks or depositories (which may include one or more of the partnerships, firms or corporations with which one or more of the Partners is affiliated) as shall be designated by the General Partner. All withdrawals therefrom or directions thereto shall be made upon such signatures as may be designated by the General Partner; and

(v) Generally, to perform all acts deemed by the General Partner appropriate or incidental to the foregoing and to carrying out the purposes of the Partnership.

(b) The Partnership may pay money to the General Partner, in such amounts and on such terms as are approved by the Limited Partners' Representative(s), in consideration of the General Partner's identifying and developing portfolio investments for the Fund, which payments may, in the sole discretion of the General Partner, be used by it to provide the General Partner with a source of capital for the working capital and other needs of the Partnership's current and prospective portfolio companies. For the avoidance of doubt, the payment of any such amounts to the General Partner shall not reduce the management fee pursuant to paragraph 8.3(a).

5.2 Duties of the General Partner and Its Members.

(a) The General Partner, and its managers, members or employees and their Affiliates, shall offer to the Partnership all investment opportunities that are otherwise within the scope of the Partnership's purposes. Notwithstanding the foregoing, the General Partner and its

managers, members and employees shall be permitted to make private investments in companies that are not primarily engaged in the scope of businesses targeted by the Partnership.

(b) The General Partner may not form other investment partnerships or similar entities with purposes similar to those of the Partnership until at least sixty percent (60%) of the Partnership's Committed Capital has been invested, expensed and/or reserved for follow-on investments in existing companies or for Partnership expenses.

5.3 Conflicts of Interest.

(a) The General Partner shall not enter into any agreement, the result of which would be for any person other than as permitted under this Agreement, or do, or permit any of its managers, members or employees (or any of their Affiliates) to do, any act in contravention of this Agreement or that would make it impossible to carry on the affairs of the Partnership.

(b) The Partnership may not, without the approval of the Limited Partners' Representative(s), enter into contracts and transactions with firms or persons with which the General Partner and its managers, members and employees (and their Affiliates) are associated.

(c) Any other transaction or activity presenting a potential conflict of interest as between the General Partner and its managers, members and their respective employees and Affiliates, on the one hand, and the Partnership and its Partners and their respective Affiliates, on the other hand, that are not otherwise enumerated above must be approved by the Limited Partners' Representative(s) before they are consummated.

(d) The Partnership shall not, without the prior consent of the Limited Partners' Representative(s), invest for the first time in any Security of any company in which the General Partner or its managers, members or employees (or any of their Affiliates) hold an interest.

5.4 Indebtedness; Investment Restrictions; Publicly Traded Securities.

(a) Without the consent of the Limited Partners' Representative(s), the Partnership may not borrow money other than money borrowed pending the due date of a capital call that will be fully repaid promptly following the delivery of capital due in connection with such capital call (and only for so long as the borrowing does not create a material likelihood that any Limited Partner subject to Section 511 of the Code would incur unrelated business taxable income under Section 512 of the Code or unrelated debt-financing income under Section 514 of the Code).

(b) Subject to paragraph 5.4(a), the General Partner shall use its reasonable best efforts to operate the Partnership in a manner that will not cause any Partner subject to Section 511 of the Code to recognize unrelated business taxable income under Section 512 of the Code or unrelated debt-financing income under Section 514 of the Code.

(c) The General Partner shall use its reasonable best efforts to operate the Partnership in a manner that will not cause it to be engaged in a "trade or business within the United States" within the meaning of Sections 875, 882, 884, and 1446 of the Code.

(d) The Partnership shall not, without the prior consent of the Limited Partners' Representative(s), make an investment outside of its purposes.

(e) The Partnership shall not, without the prior consent of the Limited Partners' Representative(s), make an investment in publicly-traded securities (including, without limitation, Securities issued in a public offering or in a private offering by an issuer who then also has then outstanding publicly traded Securities).

(f) The Partnership shall not, without the prior consent of the Limited Partners' Representative(s), invest in other investment funds.

(g) The Partnership shall not reinvest the cash proceeds from the disposition of any "***Portfolio Securities***" of the Partnership (*i.e.,* Securities other than short-term investments such as money market instruments) unless the aggregate amount of such cash proceeds is less than or equal to the Partnership's cost basis in such Portfolio Securities.

5.5 Exculpation. Neither the General Partner, nor its managers, members, employees, Affiliates or the Limited Partners' Representative(s) shall be liable to any Limited Partner or the Partnership for honest mistakes of judgment, negligence or for action or inaction, taken in good faith for a purpose that was reasonably believed to be in the best interests of the Partnership, or for losses due to such mistakes, negligence action, or inaction, or to the ordinary negligence, dishonesty, or bad faith of any employee, broker, or other agent of the Partnership or the Limited Partner, other than the manager thereof; *provided, that* such employee, broker, or agent was selected, engaged, or retained and, in the case of employees, supervised with reasonable care. The General Partner may consult with counsel and accountants in respect of Partnership affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants. Notwithstanding any of the foregoing to the contrary, the provisions of this paragraph 5.5 and of paragraph 5.6 shall not be construed so as to relieve (or attempt to relieve) any person of any liability by reason of gross negligence, recklessness, or intentional wrongdoing or to the extent (but only to the extent) that such liability may not be waived, modified, or limited under applicable law, but shall be construed so as to effectuate the provisions of this paragraph 5.5 and of paragraph 5.6 to the fullest extent permitted by law.

5.6 Indemnification. The Partnership agrees to indemnify, out of the assets of the Partnership only, the General Partner, its manager, members and employees, their agents and the agents of the Partnership and the Limited Partners' Representative(s) to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) reasonable fees, costs, and expenses paid in connection with or resulting from any claim, action, or demand against the General Partner, the manager, members or employees of the General Partner, the Partnership, or their agents or the Limited Partners' Representative(s) that arise out of or in any way relate to the Partnership, its properties, activities, or affairs and (b) such claims, actions, and demands and any losses or damages resulting from such claims, actions, and demands, including amounts paid in settlement or compromise (if recommended by attorneys for the Partnership) of any such claim, action or demand; *provided, however*, that this indemnity shall not extend to conduct by any such person not reasonably undertaken by such person in good faith to promote

the interests of the Partnership nor to any gross negligence, recklessness or intentional wrongdoing of such person.

5.7 Determinations by General Partner. All matters concerning the allocation of Profit and Loss among the Partners, tax elections (except as may otherwise be required by the income tax laws) and accounting procedures not expressly and specifically provided for by the terms of this Agreement shall be determined in good faith by the General Partner consistent with the provisions of this Agreement, and on a basis which is equitable among the Partners, and such determination shall be final and conclusive as to all of the Partners.

5.8 Restrictions on Limited Partners. The Limited Partners shall take no part in the control or management of the Partnership nor shall the Limited Partners have any power or authority to act for or on behalf of the Partnership.

ARTICLE 6

CAPITAL CONTRIBUTIONS

6.1 Capital Contributions by the Partners.

(a) Each Limited Partner shall make contributions to capital in cash in the aggregate amount set forth on ***Schedule A*** under the heading "Capital Commitment," which contributions shall be made in installments to provide for investments and investment-related expenses as and when determined by the General Partner. Each installment shall be due upon not less than ten (10) business days' advance notice by the General Partner.

(b) Except as set forth in paragraph 6.2, no additional capital contributions in excess of a Partner's Capital Commitment may be made by a Partner without the prior written consent of the General Partner and the Limited Partners' Representative(s).

6.2 Admission of Additional Limited Partners.

(a) Additional persons may be admitted as Limited Partners (or the Capital Commitment of an existing Limited Partner may be increased) with the consent of only the General Partner on or before Novemer 1, 2013.

(b) Notwithstanding paragraph 6.2(a), the General Partner may, with the consent of the Limited Partners' Representative(s), increase its Capital Commitment and allow additional Capital Commitments from existing Limited Partners or admit additional persons satisfactory to the Partnership as Limited Partners and the Limited Partners may allocate the balance of their commitment among themselves, subject to the following. Each additional person admitted as a Partner shall execute and deliver to the Partnership a counterpart of this Agreement or otherwise take such actions as the General Partner shall deem appropriate in order for such additional Partner to become bound by the terms of this Agreement. Upon any such change in a Partner's Capital Commitment, the Partnership shall establish a new Sub-Fund in accordance with paragraph 6.4 for all investments made after such date.

6.3 Non-Contributing Partners.

(a) The General Partner, on behalf of and at the expense of Partnership, shall be entitled to enforce the obligations of each Partner to make the contributions to capital specified in paragraph 6.1 above, and the Partnership shall have all remedies available at law or in equity in the event any such contribution is not so made. If any legal proceedings relating to the failure of a Partner to make such a contribution are commenced, such Partner shall pay all costs and expenses incurred by the Partnership, including attorneys' fees, in connection with such proceedings.

(b) Additionally, without in any way limiting any remedy which the Partnership may pursue pursuant to paragraph 6.3(a), should any Limited Partner fail to make any of the capital contributions required of it under this Agreement, such Limited Partner shall be in default (a "***Defaulting Limited Partner***"). In the event of such default, the General Partner may, in its sole discretion, elect to enforce one or more of the provisions of this paragraph 6.3(b) in connection with such a default, to which each Limited Partner hereby expressly consents, *provided, that* such default shall have continued uncured for ten (10) or more days after delivery of the Default Notice described in the following sentence. The General Partner shall deliver notice to such Defaulting Limited Partner in the event that it determines to utilize one or more of the powers set forth in this paragraph 6.3(b) (a "***Default Notice***").

(i) The General Partner may waive, in whole or in part, the requirement of payment with respect to any due and unpaid capital contributions by a Defaulting Limited Partner pursuant to this Agreement and reduce such Defaulting Limited Partner's Capital Commitment accordingly.

(ii) The General Partner may extend the time of payment for a Defaulting Limited Partner of any due and unpaid capital contributions by such Defaulting Limited Partner pursuant to this Agreement.

(iii) The General Partner may declare the entire amount of a Defaulting Limited Partner's then unfunded Capital Commitment to be immediately due and payable.

(iv) On behalf of the Partnership, the General Partner may enforce, by appropriate legal proceedings, the Defaulting Limited Partner's obligation to make payment on the amount of any due and unpaid capital contributions by such Defaulting Limited Partner pursuant to this Agreement or to pay the entire amount of such Defaulting Limited Partner's then unfunded Capital Commitment.

(v) The General Partner may deny the Defaulting Limited Partner the right to participate in any vote or consent of the Partners required under this Agreement or permitted under the Act, whereupon the Capital Commitment of such Defaulting Limited Partner shall not be included for purposes of calculating a Majority in Interest or other Percentage in Interest of the Limited Partners for purposes of this Agreement.

(vi) Should the General Partner, in its sole discretion, elect to exercise the provisions of this paragraph 6.3(b)(vi), such Defaulting Limited Partner shall pay the interest on the amount of the contribution to the Partnership then due at an interest rate equal to the Bank of America reference rate plus four percent (4%) per annum (or if less, the highest rate permitted by applicable law), such interest to accrue from the date the contribution to the Partnership was required to be made pursuant to this Agreement until the date the contribution is made by such Defaulting Limited Partner. The accrued interest shall be paid by the Defaulting Limited Partner to the Partnership upon payment of such contribution. The accrued interest so paid shall not be treated as an additional contribution to the capital of the Partnership, but shall be deemed to be income to the Partnership; *provided, that* such income shall not be allocated to the Capital Account of the Defaulting Limited Partner. Until such time as the unpaid contribution and accrued interest thereon shall have been paid by the Defaulting Limited Partner, the General Partner may elect to withhold any or all distributions to be made to such Defaulting Limited Partner pursuant to Article 9 or Article 10 and recover any such unpaid contribution and accrued interest thereon by set off against any such distribution withheld.

(vii) Should the General Partner, in its sole discretion, elect to exercise the provisions of this paragraph 6.3(b)(vii), the other nondefaulting Partners (the "***Optionees***") shall have the right and the option, but not the obligation, to acquire the Partnership interest of the Defaulting Limited Partner (the "***Optionor***"), as follows:

(1) The General Partner shall notify the Optionees of the default within twenty (20) days of the expiration of the ten (10) day notice period commencing upon delivery of the Default Notice. Such notice shall advise each Optionee of the portion of the Optionor's interest available to it and the price therefore. The portion available to each Optionee shall be that portion of the Optionor's interest that bears the same ratio to the Optionor's entire interest as each Optionee's Partnership Percentage bears to the aggregate Partnership Percentages of all the Partners other than the Optionor. The aggregate price for the Optionor's interest shall be the lesser of fifty percent (50%) of (A) the amount of the Optionor's Capital Account determined as of the last date of the calendar quarter preceding the calendar quarter in which the additional contribution was due (the "***Measurement Date***") and adjusted to reflect the allocation of the appropriate proportion of the Partnership's net unrecognized gains and losses to the Optionor's Capital Account as of the Measurement Date less any distributions to the Optionor after the Measurement Date to the date of purchase (which shall be the date of delivery of the nonrecourse promissory note to Optionor in accordance with paragraph 6.3(b)(vii)(5) below) from the Optionor hereunder or (B) the aggregate amount of the Optionor's capital contributions less any distribution made to the Optionor to the date of purchase (as described above) from the Optionor hereunder. The price for each Optionee shall be prorated according to the portion of the Optionor's interest purchased by the Optionee. The option granted hereunder shall be exercisable at any time within sixty (60) days of receipt of the notice from the General Partner by delivery to the Optionor in care of the General Partner of a notice of exercise of option together with a promissory note for the price and a security agreement, which notice and documents the General Partner shall forward to the Optionor promptly after examination.

(2) Should any Optionee not exercise its option provided in paragraph 6.3(b)(vii)(1) above, the other Optionees shall have the right and option ratably among them to acquire the portion of the Optionor's interest not so acquired (the "***Remaining Portion***")

within sixty (60) days after notice of such right and option on the same terms as provided in paragraph 6.3(b)(vii)(1) above.

(3) The amount of the Remaining Portion not acquired by the Optionees pursuant to paragraph 6.3(b)(vii)(2) above may be acquired by the General Partner on the same terms as set forth in 6.3(b)(vii)(1) above; *provided, however*, that the General Partner may, but shall not be obligated to, make the additional contributions otherwise due then or later from the Optionor.

(4) The amount of the Remaining Portion not acquired by the Optionees and the General Partner may, if the General Partner deems it in the best interests of the Partnership, be sold to any other corporations, partnerships, or other entities or individuals on terms not more favorable to such parties than those applicable to the Optionees' options. Any consideration received by the Partnership for such amount of the Optionor's interest in excess of the price payable to the Optionor therefore shall be retained by the Partnership and allocated among the Partners' Capital Accounts in the manner provided by paragraph 7.3(a) hereof.

(5) The price due from the General Partner and the Optionees (and, if applicable, any other purchaser pursuant to paragraph 6.3(b)(vii)(4)) shall be payable by a noninterest-bearing, nonrecourse promissory note in form satisfactory to the General Partner due no later than the Date of Dissolution of the Partnership. Each such note shall be secured by the portion of the Optionor's Partnership interest purchased by its maker pursuant to a security agreement in form satisfactory to the General Partner and shall be enforceable by the Optionor only against such security.

(6) Upon exercise of any option hereunder, except as otherwise provided in paragraph 6.3(b)(vii)(3), each Optionee (and, if applicable, any other purchaser pursuant to paragraph 6.3(b)(vii)(4)) shall be obligated (A) to contribute to the Partnership that portion of the additional capital then due from the Optionor equal to the percentage of the Optionor's interest purchased by such person and (B) to pay the same percentage of any further contributions otherwise due from such Optionor on the date such contributions are otherwise due. Each person who purchases a portion of the Optionor's Partnership interest shall be deemed to have acquired such portion as of the due date of the additional capital contribution with respect to which the Optionor defaulted, and any distributions made after the due date on account of the Optionor's interest shall be distributed among such purchasers (and, unless the entire interest was purchased, the Optionor) in accordance with their ultimate respective interests in the Optionor's interest. Distributions otherwise allocable to the Optionor under the preceding sentence shall first be used to offset any defaulted contribution of the Optionor still due to the Partnership. Upon completion of any transaction hereunder, the General Partner shall cause ***Schedule A*** to be amended to reflect all necessary changes resulting therefrom including, without limitation, admission of a purchaser as a Limited Partner, and adjustment of Capital Account balances, Capital Commitment amounts and Partnership Percentages as of the date of Optionor's default to reflect the acquisition from Optionor of the appropriate pro rata portion of each such item (including, if applicable, the reduction of aggregate Capital Commitments and resulting adjustment of Partnership Percentages in connection with any acquisition of any Remaining Portion by the General Partner pursuant to paragraph 6.3(b)(vii)(3)). The purchase and transfer

of the Partnership interest of the Optionor shall occur automatically upon exercise by any Optionee or the General Partner of its option hereunder, without any action by Optionor.

(7) Upon the General Partner's purchase of a limited partnership interest pursuant to paragraph 6.3(b)(vii)(3), the General Partner shall be admitted to the Partnership as a Limited Partner and treated to that extent as a Limited Partner, and the Optionor's Capital Account shall be transferred to the General Partner to the extent of its purchase.

(8) Notwithstanding the sale of any portion of an Optionor's interest pursuant to this paragraph 6.3(b)(vii), such Optionor shall not be released from its unfunded Capital Commitment except as actually funded by the acquirer of any such portion of Optionor's interest.

(9) In the event that any amount of the Remaining Portion is not acquired by the Optionees, the General Partner and any other purchasers pursuant to paragraphs 6.3(b)(vii)(1)-(4), then, in the sole discretion of the General Partner, (A) the General Partner may prohibit the Defaulting Limited Partner from paying additional installments of such Limited Partner's Capital Commitment, other than installments to fund management fees and other expenses of the Partnership, and (B) the General Partner may apply any of the remedies described in paragraphs 6.3(a) and (b) to such unsold portion.

(viii) Notwithstanding anything to the contrary in this Agreement, each Limited Partner (1) agrees that it will execute any instruments or perform any other acts that are or may be necessary to effectuate and carry out the transactions contemplated by this paragraph 6.3, and (2) designates and appoints the General Partner its true and lawful attorney, in its name, place and stead to make, execute and sign any and all instruments, documents or certificates on behalf of any Defaulting Limited Partner in order to give effect to any remedy against such Defaulting Limited Partner (including, but not limited to, the remedies set forth in this paragraph 6.3(b)).

(ix) The Partners agree that the General Partner's authority and discretion to enforce any remedy against a Defaulting Limited Partner (including but not limited to the remedies set forth in this paragraph 6.3(b)) supersede any fiduciary duties of the General Partner to such Defaulting Limited Partner. The Partners further agree that the remedies set forth in this paragraph 6.3(b) are fair and reasonable in light of the difficulty in ascertaining the actual damages that would be incurred by the Partnership and the nondefaulting Partners as a result of the Defaulting Limited Partner's failure to contribute capital when due pursuant to the terms of this Agreement.

6.4 Sub-Funds. Notwithstanding any provision of this Agreement:

(a) The General Partner shall establish a separate Sub-Fund (each a "Sub-Fund") (i) at the times and in the manner provided for in paragraph 6.2, (ii) at any other time additional Limited Partners are admitted to the Partnership or the existing Limited Partners change their Capital Commitments with the consent of the General Partner and the Limited Partners' Representative(s) and (iii) if the General Partner withdraws from the Partnership,

unless the General Partner exercises its option to purchase Partnership assets under paragraphs 10.5 and 10.6.

(b) Each Sub-Fund shall be a separate "series" within the meaning of the Act, and shall be accounted for as if such Sub-Fund were a separate partnership governed by this Agreement for all purposes, including but not limited to the calculation of capital contributions, Partnership Percentages and Capital Accounts, allocation of Profit and Loss and distributions thereof with respect to such Sub-Fund and the ownership of Securities by each such Sub-Fund. The General Partner shall cause the Partnership to maintain separate and distinct records for each Sub-Fund and shall cause the assets, debts, liabilities, obligations, expenses, profits and losses associated with any such Sub-Fund to be held and accounted for separately from the other assets, debts, liabilities, obligations, expenses, profits and losses of the Partnership or any other Sub-Fund. In the event income or expenses are allocable to more than one Sub-Fund, the General Partner and the Limited Partners' Representative(s) shall agree on an equitable allocation among the Sub-Funds. With respect to a specific Sub-Fund, the names, addresses, Capital Commitments, capital contributions and Partnership Percentages of each Partner participating in such Sub-Fund shall be set forth in a separate Schedule of Partners attached to this Agreement as ***Schedule A***. Such schedules shall be numbered sequentially beginning with Schedule A-1 and continuing with Schedule A-2, etc.

ARTICLE 7

CAPITAL ACCOUNTS

7.1 Capital Accounts. A Capital Account shall be maintained on the Partnership's books for each Partner.

7.2 Definitions. For purposes of this Agreement, unless the context requires otherwise, the following terms have the following respective meanings:

(a) Capital Account. The "***Capital Account***" of each Partner shall consist of its original capital contribution (i) increased by any additional capital contributions, its share of income or gain that is allocated to it pursuant to this Agreement, and the amount of any Partnership liabilities that are assumed by it or that are secured by any Partnership property distributed to it, and (ii) decreased by the amount of any distributions to, or withdrawals by it, its share of expense or loss that is allocated to it pursuant to this Agreement, and the amount of any of its liabilities that are assumed by the Partnership or that are secured by any property contributed by it to the Partnership. The foregoing provision and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulation Section 1.704-1(b)(2)(iv), and shall be interpreted and applied in a manner consistent with such Regulations. In the event the General Partner shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Regulations, the General Partner may make such modification; *provided, that* it is not likely to have more than an insignificant effect on the total amounts distributable at any given time to any Partner pursuant to Articles 9 and 10. The General Partner shall promptly notify the Limited Partners of any such modifications.

(b) Profit or Loss. "***Profit or Loss***" shall be an amount computed for each Fiscal Year or Interim Period (as defined in paragraphs 1.4 and 7.2(d) herein) as of the last day thereof that is equal to the Partnership's taxable income or loss for such Fiscal Year or Interim Period, determined in accordance with Section 703(a) of the Code (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:

(i) Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profit or Loss pursuant to this paragraph shall be added to such taxable income or loss;

(ii) Any expenditures of the Partnership described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i) and not otherwise taken into account in computing Profit or Loss pursuant to this paragraph shall be subtracted from such taxable income or loss;

(iii) Profit or loss resulting from any disposition of a Partnership asset with respect to which profit or loss is recognized for federal income tax purposes shall be computed by reference to the Adjusted Asset Value (as defined in paragraph 7.2(f)) of the asset disposed of rather than its adjusted tax basis;

(iv) The difference between the fair market value of all Partnership assets and their respective Adjusted Asset Values shall be added to such taxable income or loss in the circumstances described in paragraph 7.2(f); and

(v) Items which are specifically allocated pursuant to paragraph 7.6 hereof shall not be taken into account in computing Profit or Loss.

(c) Partnership Percentage. At the beginning of each Fiscal Year or Interim Period the "***Partnership Percentage***" for each Partner for such year or period shall be determined by dividing the amount of each Partner's Capital Commitment by the sum of the Capital Commitments of all the Partners as of the beginning of such Fiscal Year or Interim Period. The sum of the Partnership Percentages shall be one hundred percent (100%). For the avoidance of doubt, the Partnership Percentage of the General Partner shall not be reduced by any Fee Adjustments.

(d) Interim Period. If a Partner withdraws or a new Partner is admitted to the Partnership or a Partnership interest is transferred other than on the first day of a Fiscal Year, the day of such event (the "***Interim Date***") shall be deemed for the purposes of computation to be the first day of an Interim Period (the "***Interim Period***") and the day immediately preceding the Interim Date shall be the end of an Interim Period. The Interim Period shall commence on the Interim Date and shall terminate on the last day of the Fiscal Year or on the day before any other Interim Date which occurs in such Fiscal Year.

(e) Sale or Exchange. A "***Sale or Exchange***" shall be deemed to have occurred if an event occurs or a condition is recognized with respect to any assets (except realizations of purchase discounts on commercial paper, certificates of deposit or other money-

market instruments) of the Partnership that would cause a gain or loss to be recognized for federal income tax purposes under the Code as defined in paragraph 7.2(f) herein.

(f) Adjusted Asset Value. The "***Adjusted Asset Value***" with respect to any asset shall be the asset's adjusted basis for federal income tax purposes, except as follows:

(i) The initial Adjusted Asset Value of any asset contributed by a Partner to the Partnership shall be the fair market value of such asset at the time of contribution, as determined by the contributing Partner and the Partnership.

(ii) In the discretion of the General Partner, the Adjusted Asset Values of all Partnership assets may be adjusted to equal their respective fair market values, as determined by the General Partner, and the resulting unrecognized gain or loss allocated to the Capital Accounts of the Partners pursuant to paragraph 7.3 below as of the following times: (i) the acquisition of an interest in the Partnership by a Partner or an additional Partner; and (ii) the distribution by the Partnership to a Partner of more than a *de minimis* amount of Partnership assets.

(iii) The Adjusted Asset Values of all Partnership assets shall be adjusted to equal their respective fair market values, as determined by the General Partner, and the resulting unrecognized gain or loss allocated to the Capital Accounts of the Partners pursuant to paragraph 7.3 below, as of the dissolution of the Partnership either by expiration of the Partnership's term or pursuant to paragraphs 3.2 and 10.1(a) of this Agreement.

(g) Code. The "***Code***" is the Internal Revenue Code of 1986, as amended from time to time (or any corresponding provisions of succeeding law).

(h) Treasury Regulations. The "***Treasury Regulations***" shall be the Income Tax Regulations promulgated under the Code, as such Regulations may be amended from time to time (including corresponding provisions of succeeding Regulations).

(i) Carry Percentage. Carry Percentage means twenty five percent (25%).

(j) Residual Percentage. Residual Percentage means one hundred percent (100%) minus the Carry Percentage.

(k) Fee Adjustment. Fee Adjustment has the meaning set forth in paragraph 8.1(c).

(l) Investment Profit. Investment Profit shall mean Profit (i) realized after the applicable reduction in a capital contribution obligation made under paragraph 6.1(b) with respect to a Fee Adjustment and (ii) which is not attributable to unrealized appreciation inherent in the Partnership's assets as of the date of the applicable Fee reduction in capital contribution obligation; *provided, that* Investment Profit shall only be allocated from Profit consisting of gains on Securities which have been held at least 12 months, including, without limitation, gains from the sale of securities, any deemed gain allocable to the Partners in connection with a distribution or other disposition of Securities, and any deemed gain allocable in connection with

a revaluation of securities for any of the purposes set forth in the definition of Adjusted Asset Value.

7.3 Allocation of Profit or Loss.

(a) Allocation of Profit. Any Profit of the Partnership for any Fiscal Year or Interim Period shall be calculated on a Security by Security basis and allocated as follows:

(i) First, items of Profit for such Fiscal Year or Interim Period that constitute Investment Profit with respect to such Fiscal Year or Interim Period shall be allocated to the General Partner until it has been allocated Profit pursuant to this paragraph 7.3(a)(i) for such Fiscal Year or Interim Period and all prior Fiscal Years or Interim Periods equal to the amount of all previous Fee Adjustments.

(ii) The Carry Percentage of such Profit shall be allocated to the Capital Accounts of the Partners to the extent that such accounts were previously allocated a Contingent Loss as defined in paragraph 7.3(c) below which has not been restored by previous allocations pursuant to this paragraph 7.3(a)(ii). Such Profit shall be allocated to a Partner's Capital Account on the basis of the proportion which the Contingent Losses contained in such Partner's Capital Account bear to the aggregate Contingent Losses contained in the Capital Accounts of all the Partners. Any balance of such Profit shall be allocated to the Capital Account of the General Partner.

(iii) The Residual Percentage of such Profit shall be allocated to the Capital Accounts of all the Partners in proportion to their respective Partnership Percentages.

(b) Allocation of Loss. Any Loss of the Partnership for such Fiscal Year or Interim Period shall be calculated on a Security by Security basis and allocated as follows:

(i) The Carry Percentage of such Loss shall be allocated to the General Partner's Capital Account.

(ii) The Residual Percentage of such Loss shall be allocated to the Capital Accounts of all the Partners in proportion to their respective Partnership Percentages.

(c) Reallocation of Contingent Losses. If, for any Fiscal Year or Interim Period, after Partnership allocations pursuant to paragraph 7.3, the closing Capital Account of the General Partner (including for this purpose any unpaid principal balance of any notes delivered by the General Partner to the Partnership under paragraph 9.3(e)) has been reduced to less than the product of (i) the General Partner's Partnership Percentage multiplied by (ii) the sum of the closing Capital Accounts of all the Partners (including for this purpose any unpaid principal balance of any notes delivered by the General Partner to the Partnership under paragraph 9.3(e)) then a portion of the loss (the "***Contingent Loss***") shall be reallocated from the General Partner's Capital Account to the Limited Partners' Capital Accounts (in proportion to each Limited Partner's relative Partnership Percentage) so that the General Partner's closing Capital Account (including for this purpose any unpaid principal balance of any notes delivered by the General Partner to the Partnership under paragraph 9.3(e)) equals the product of (i) the General Partner's Contingent Loss Percentage multiplied by (ii) the sum of all of the Partners' closing Capital

Accounts (including for this purpose any unpaid principal balance of any notes delivered by the General Partner to the Partnership under paragraph 9.3(e)). A Contingent Loss may be restored only from future Profits pursuant to paragraph 7.3(a) above. For purposes of this paragraph 7.3, the General Partner's Capital Account shall not be deemed to include any amounts attributable to a Limited Partner's interest held by the General Partner, but shall be deemed to include any outstanding obligations by the General Partner to contribute capital to the Partnership, and the General Partner's Capital Account shall be calculated as if the General Partner had made all contributions required by paragraph 6.1(b) in cash without any reduction thereto and as if there had been no previous Fee Adjustments and no allocations of Profit under paragraph 7.3(a)(i). The General Partner's "***Contingent Loss Percentage***" means the percentage resulting from dividing the General Partner's Capital Commitment by the Capital Commitments of all of the Partners.

7.4 Other Allocations. Notwithstanding the foregoing, the allocations provided in this Article 7 shall be subject to the following exceptions:

(a) (i) Any loss or expense otherwise allocable to any Partner which exceeds the positive balance in any Partner's Capital Account shall instead be allocated first to all Partners who have positive balances in their Capital Accounts in proportion to their respective Partnership Percentages, and when all Partners' Capital Accounts have been reduced to zero, then to the General Partner. Thereafter, income and gain shall first be allocated to reverse any special loss allocation pursuant to this paragraph 7.4(a)(i), reversing the most recent allocation first.

(ii) In the event any Partner unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4) through (d)(6) that causes or increases a deficit balance in such Partner's Capital Account, items of Partnership income and gain shall be specially allocated to such Partner in an amount and manner sufficient to eliminate the deficit balances in such Partner's Capital Account created by such adjustments, allocations, or distributions as quickly as possible. For purposes of this paragraph 7.4(a)(ii), the balance in a Partner's Capital Account shall take into account the adjustments provided in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4) through (d)(6).

(iii) Any special allocations pursuant to this paragraph 7.4(a) shall be taken into account in computing subsequent allocations, so that the net amount of any items so allocated and the profit, gain, loss, income, expense, and all other items allocated to each Partner shall, to the extent possible, be equal to the net amount that would have been allocated to each such Partner if such original allocations pursuant to this paragraph 7.4(a) had not occurred.

7.5 Income Tax Allocations.

(a) Except as otherwise provided in this paragraph, a Partner's allocation of Partnership income, gain, loss, deduction, or credit for income tax purposes shall be the same as is entered in the Partner's Capital Account pursuant to this Agreement.

(b) In accordance with Code Section 704(c) and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any asset contributed to the capital

of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Adjusted Asset Value.

(c) In the event the Adjusted Asset Value of any Partnership asset is adjusted pursuant to the terms of this Agreement, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Adjusted Asset Value in the same manner as under Code Section 704(c) and the Treasury Regulations thereunder.

7.6 Short Term Income. Income from short term investments of the Partnership shall be allocated to the Partners pro rata in accordance with Partnership Percentages.

ARTICLE 8

MANAGEMENT FEE; PARTNERSHIP EXPENSES

8.1 Management Fee.

(a) Subject to paragraph 8.3, the annual Management Fee rate will be equal to the product of (x) 3.0% and (y) the aggregate Capital Commitments of the Limited Partners to the Partnership.

(b) The management fee shall be paid in advance by the Partnership, in quarterly installments and in cash, to the General Partner (or its designee) on the first day of each fiscal quarter (or portion thereof).

(c) After giving effect to paragraph 8.3(a), the amount of the Management Fee payable by the Partnership pursuant to paragraph 8.1(a) for a fiscal quarter shall be reduced (with each such reduction being referred to herein as a "***Fee Adjustment***") by the excess of (i) the aggregate amount of capital contributions not made as described in paragraph 6.1(b) over (ii) the aggregate Fee Adjustments for all prior periods. Notwithstanding the foregoing, each Management Fee payment will be reduced by the aggregate amount of all prior Fee Adjustments (but only to the extent that the Management Fee has not already been reduced in respect of such amounts).

8.2 Expenses.

(a) The Partnership shall bear all normal operating expenses incurred by the Partnership. Such normal operating expenses shall exclude expenses of the General Partner's manager and employees, rentals payable for space used by the General Partner or the Partnership, and related expenses.

(b) The Partnership shall bear all organizational and syndication costs, fees, and expenses incurred by or on behalf of the General Partner in connection with the formation and organization of the Partnership and the General Partner, including legal and accounting fees and expenses incident thereto, including organizational expenses incurred prior to the date of this

Agreement (but not including any fees payable to a placement agent or finder with respect to the placements of interests in the Partnership.

(c) The Partnership shall bear all costs and expenses incurred in the purchase, holding or Sale or Exchange of Securities (whether or not ultimately consummated), including, but not by way of limitation, interest on indebtedness incurred by the Partnership, brokerage fees, consulting fees relating to investments or proposed investments, taxes applicable to the Partnership on account of its operations, fees incurred in connection with the maintenance of bank or custodian accounts, legal fees, audit and accounting fees, and all expenses incurred in the registration of the Partnership's Portfolio Securities under applicable securities laws or regulations. The Partnership shall also bear the cost of liability and other insurance premiums, all expenses of preparing and distributing reports to Partners, all legal and accounting fees and expenses relating to the Partnership and its activities, and all costs arising out of the Partnership's indemnification obligations pursuant to this Agreement.

8.3 Fee Income.

(a) All options, warrants, stock or other equity based compensation, as well as advisory, break-up or other fees for services received by the General Partner or its members from any portfolio company in which the Partnership has an investment (or, with respect to break-up fees, a company in which the Partnership contemplated an investment) shall first be applied to pay related deal fees and expenses, and any balance shall reduce the management fee otherwise payable by the Partnership to the General Partner (or its designee) pursuant to paragraph 8.1(a) for the fiscal quarter following the fiscal quarter in which such option or other amount was received. In the event the offsets required by this paragraph 8.3(a) for a fiscal quarter exceed the management fee payable for such fiscal quarter, the amount of such excess shall be offset against the management fee otherwise payable in subsequent fiscal quarters until there has been a full reduction of management fees with respect to amounts described in this paragraph 8.3(a).

(b) Notwithstanding the foregoing:

(i) As compensation for the General Partner's role in forming, leading and advising Partnership portfolio companies, the General Partner shall be permitted to receive and keep, with respect to each Partnership portfolio company, options and other similar instruments to purchase up to eight percent (8%) of the common stock of such portfolio company, determined as of the time of the first financing of such portfolio company in which the Partnership or other independent investors participate; and

(ii) The General Partner and/or its members shall be entitled to keep any options or other similar instruments granted to them prior to the initial closing of the Fund (or any options or other similar instruments issued in the revaluation or recalculation thereof).

ARTICLE 9

DISTRIBUTIONS TO AND WITHDRAWALS BY PARTNERS

9.1 Withdrawals by Partners. No Partner may withdraw any amount from its Capital Account unless such withdrawal is made pursuant to this Article 9 or Article 10.

9.2 Cash Distributions.

(a) Each Partner shall be paid in cash within ninety (90) days after the end of each Fiscal Year during the original term of the Partnership (but not in excess of the Partnership's available cash or cash equivalent assets) an amount equal to the excess, if any, of (i) twenty-five percent (25%) of the net taxable income allocated to such Partner for the prior Fiscal Year as a result of such Partner's ownership of an interest in the Partnership, over (ii) all cash prior distributions made to such Partner during such prior Fiscal Year (exclusive of distributions under this paragraph 9.2(a)).

(b) Subject to the other provisions of this Agreement, in addition to the distribution provisions of paragraph 9.2(a), the General Partner shall make cash distributions of the previously undistributed proceeds from the sale of the Partnership's Securities as soon as reasonably practicable after such cash proceeds are received and on the following basis:

(i) If, at the time of such distribution, there are no Contingent Losses in the Limited Partners' Capital Accounts that have not previously been restored, the gain from the sale of each Security shall be distributed in the following percentages: the Carry Percentage applicable to such Security to the General Partner and the Residual Percentage applicable to such Security to all of the Partners in proportion to their respective Partnership Percentages, and the remaining portion of such proceeds (i.e., the cost basis portion) shall be distributed to all of the Partners in proportion to their respective Partnership Percentages; *provided, however*, that no such distribution shall be made unless the Partnership's assets, after the distribution, exceed the Partnership's liabilities.

(ii) If, at the time of such distribution, there are Contingent Losses in the Limited Partners' Capital Accounts that have not previously been restored, the gain from the sale of each Security shall be distributed to all of the Partners in proportion to their respective Partnership Percentages.

9.3 Distributions in Kind. Subject to the other provisions of this Agreement and prior to the Date of Dissolution, the General Partner shall distribute Marketable Securities to the Partners as soon as reasonably practicable after they become Marketable, subject to the following conditions:

(a) If there are at the time of such distribution no Contingent Losses in the Limited Partners' Capital Accounts that have not previously been restored and if the net asset value of the Partnership immediately after the distribution would equal at least one hundred twenty percent (120%) of the Partners' unreturned capital contributions, such distribution in kind shall be distributed in the following percentages: the Carry Percentage applicable to such

Security to the General Partner and the Residual Percentage applicable to such Security to all of the Partners in proportion to their respective Partnership Percentages.

(b) If at the time of the distribution in kind either of the requirements specified in paragraph 9.3(a) is not satisfied, such distribution shall be made one hundred percent (100%) to all Partners in proportion to their relative Partnership Percentages.

(c) Whenever a class of Marketable Securities of a portfolio company held by the Partnership (or a portion of a class of such Marketable Securities that has a tax basis per share or unit different from other portions of such class) is distributed in kind by the Partnership, each Partner shall receive its ratable portion (as determined with reference to paragraph 9.3(a) or (b)), of each class or portion of such class of Marketable Securities distributed in kind.

(d) No such distribution shall be made unless:

(i) the General Partner shall have given prior notice of the distribution, including the number of shares that each Limited Partner will receive and such other information as the General Partner shall deem appropriate; and

(ii) the Partnership's assets, after the distribution, exceed the Partnership's liabilities.

(e) In order to maintain its proportionate share of Partnership capital, the General Partner receiving such distribution in kind pursuant to paragraph 9.3(a) must either (i) contribute to the capital of the Partnership in cash concurrently with such distribution an amount equal to the tax basis of the Marketable Securities distributed to it in such distribution, or (ii) execute and deliver to the Partnership concurrently with such distribution a promissory note and security agreement in the form of ***Exhibits B*** and ***C*** hereto, the promissory note to be in an amount equal to the amount of cash described in the foregoing clause (i), payable according to the terms and conditions set forth in said note and security agreement.

(f) Marketable Securities distributed in kind pursuant to this paragraph 9.3 shall be subject to such conditions and restrictions as the General Partner reasonably determines are required or advisable to preserve the value of the investments so distributed or for legal reasons.

(g) Immediately prior to any distribution in kind, the difference between the fair market value and the Adjusted Asset Value of any Marketable Securities distributed shall be allocated to the Capital Accounts of the Partners as a Profit or Loss pursuant to Article 7.

ARTICLE 10

DISSOLUTION AND LIQUIDATION OF PARTNERSHIP

10.1 Dissolution Upon Bankruptcy or Dissolution of General Partner.

(a) Ninety (90) days after the Bankruptcy, dissolution and winding up or withdrawal of the sole remaining general partner of the Partnership (each an "***Event of***

Dissolution"), the Partnership shall dissolve unless within ninety (90) days of such Event of Dissolution the Limited Partners' Representative(s) agrees to continue the Partnership and to elect a successor general partner effective as of the date of such Event of Dissolution. If such an election is made, the closing Capital Account of the former general partner as of the date of the Event of Dissolution shall be calculated and the former general partner shall thereafter become a Limited Partner with a Capital Account of such amount as of such date, with none of the powers or duties of a general partner (including no right, other than with respect to any capital interest in the Partnership, to allocations of Profit or Loss provided for in paragraph 7.3 above) and with the full powers and duties of a Limited Partner. For purposes of this Agreement the following definitions shall be used:

(i) A person shall be deemed Bankrupt if (A) any proceeding is commenced against such person as "debtor" for any relief under bankruptcy or insolvency laws, or laws relating to the relief of debtors, reorganizations, arrangements, compositions or extensions and is not dismissed within sixty (60) days after such proceedings have been commenced, or (B) if such person commences any proceeding for relief under bankruptcy or insolvency laws or laws relating to the relief of debtors, reorganizations, arrangements, compositions or extensions.

(ii) A person shall be deemed Incompetent if such person shall be adjudged incompetent by a decree of a court of appropriate jurisdiction.

(iii) A person shall be deemed Insane if such person shall be adjudged insane by a decree of a court of appropriate jurisdiction.

(iv) A person shall be deemed Permanently Incapacitated whenever such person is determined by competent medical authority to be permanently physically or mentally incapable of carrying out his functions as a member or manager of the General Partner or Limited Partner of the Partnership, as applicable.

(b) Except as otherwise provided in this Agreement, the Bankruptcy, withdrawal, liquidation, dissolution, reorganization, merger, sale of all or substantially all of the stock or assets of, or other change in the ownership or nature of the General Partner shall not dissolve the Partnership.

(c) Except as otherwise provided in this Agreement, the death, temporary or Permanent Incapacity, Insanity, Incompetency, Bankruptcy, withdrawal, expulsion or removal of any member or manager of the General Partner shall not dissolve this Partnership.

10.2 Effect of Bankruptcy, etc. of Limited Partners. The death, temporary or Permanent Incapacity, Insanity, Incompetency, Bankruptcy, withdrawal, liquidation, dissolution, reorganization, merger, sale of all or substantially all of the stock or assets of, or other change in the ownership or nature of a Limited Partner shall not dissolve the Partnership.

10.3 Date of Dissolution.

(a) The Capital Accounts of all the Partners shall be computed as of the Date of Dissolution as if such date of termination were the last day of the Fiscal Year in accordance with Article 7, and then adjusted in the following manner:

(i) All assets and liabilities of the Partnership shall be valued as of the Date of Dissolution. For purposes of this paragraph, the amount of any obligation of the General Partner to the Partnership shall be deemed an asset of the Partnership; and

(ii) The Partnership's assets as of the Date of Dissolution shall be deemed to have been sold at their fair market value and the resulting Profit or Loss shall be allocated to the Partners' Capital Accounts in accordance with the provisions of Article 7; and, for this purpose, including paragraphs 7.3 and 10.1(a), the former general partner shall be treated as the General Partner if such person ceased to be a General Partner under paragraph 10.1(a), but only with respect to investments made by the Partnership prior to the Event of Dissolution and held in the Sub-Fund established for such investments.

(b) The "***Date of Dissolution***" shall mean the date on which the Partnership dissolves because of the occurrence of the events set forth in paragraphs 3.2 or 10.1.

10.4 Liquidation Procedures. Upon dissolution of the Partnership:

(a) The affairs of the Partnership shall be wound up and liquidated under the direction of (i) the General Partner, or (ii) at the election Two-Thirds in Interest of the Limited Partners, one or more liquidators designated by Two-Thirds in Interest of the Limited Partners (one or more of which designees may be officers or employees of one or more of the Limited Partners).

(b) The General Partner or the liquidator shall use its best judgment as to the most advantageous time to for the Partnership to sell Securities or to make distributions in kind.

(c) Distributions following the Date of Dissolution shall be ratably made in cash or kind, or partly in cash and partly in kind, in accordance with the Partners' adjusted Capital Accounts.

(d) Distributions in kind shall be made subject to such conditions and restrictions as the General Partner or the liquidator reasonably determines are required or advisable to preserve the value of the assets so distributed or for legal reasons, and each distribution in kind shall be valued at the investment's fair market value as of the date of distribution in accordance with Article 12 hereof.

(e) The assets of the Partnership shall be distributed in final liquidation of the Partnership in the following order:

(i) To the creditors of the Partnership, other than Partners, in the order of priority established by law, either by payment or by establishment of reserves;

(ii) To Partners in repayment of loans made to, or other debts owed by, the Partnership to such Partners; and

(iii) To the Partners in respect of the positive balances in their Capital Accounts in compliance with Treasury Regulation Section 1.704-1(b)(2)(ii)(b)(2).

(f) Any Profit and Loss and expenses of the Partnership during the period following the Date of Dissolution shall be allocated among or borne by the Partners in accordance with Article 7, including the former general partner as provided for in Section 10.3(a)(ii); and

(g) During the course of liquidation of the Partnership the General Partner or the liquidator shall maintain an amount of cash (which may be invested in short-term money-market instruments) adequate in the opinion of the General Partner or the liquidator to provide a reserve for the Partnership's expenses. No investments may be made by the Partnership after the Date of Dissolution except in short-term money-market investments.

(h) No Partner shall be required to restore any deficit in its Capital Account.

10.5 General Partner's Option to Acquire Partnership Assets. The General Partner shall have an option, upon the occurrence of an Event of Dissolution, whether or not there is a dissolution or continuation of the Partnership under paragraph 10.1(a), to acquire, at the price established by and as of the date of the valuation under paragraph 10.3, up to the Carry Percentage of all of the Partnership's investments, as follows:

(a) The Partnership shall (i) compute the purchase price of the applicable Carry Percentage of each such investment in accord with and as of the date of the valuation described in paragraph 10.3, (ii) reduce the percentage of the investment to be purchased and purchase price to reflect any distributions in kind made to the General Partner pursuant to paragraph 10.4, and (iii) notify the General Partner in writing of such percentage and purchase price on or before the completion of liquidation under paragraph 10.4. If the Limited Partners' Representative(s) elect to continue the Partnership after an Event of Dissolution and the General Partner elects to exercise its option under this paragraph 10.5, the foregoing calculations shall be made as if the Partnership had dissolved and liquidated and the General Partner had received the distributions it would have been entitled to upon an actual liquidation.

(b) Within sixty (60) days after receipt of the notification described in subparagraph 10.5(a), the General Partner must notify the Partnership whether it elects to exercise its option to acquire the Carry Percentage (as modified by clause (ii) in paragraph 10.5(a)) of all of the Partnership's investments.

(c) The Partnership shall set aside the applicable percentage of each investment identified by the General Partner in his notification under subparagraph 10.5(b) above and, except as provided in subparagraph 10.6(b), hold said assets for delivery to the General Partner upon payment of the purchase price in accord with paragraph 10.6.

10.6 Exercise of Option.

(a) To complete the exercise of the option described in paragraph 10.5, the General Partner must pay to the Partnership, in cash, within six (6) months from the date of the Event of Dissolution, an amount equal to the purchase price of the Partnership's investments which it elects to acquire under paragraph 10.5.

(b) If the Partnership shall determine that any investment subject to option should be sold, the Partnership shall notify the General Partner of such determination in writing at least thirty (30) days prior to such sale. The General Partner must then elect within thirty (30) days from the receipt of such notice whether it wishes to exercise its option with respect to such investment. In such event, the option purchase price shall be paid on or before the closing of such sale. If such option is not exercised, it shall terminate at the expiration of such thirty (30) day period.

10.7 Retiring GP's Acquisition of Partnership Assets. In the event of the resignation, termination by a majority in interest of the members of the General Partner, termination by eighty percent (80%) in interest of the Limited Partners, or death or permanent disability of any member of the general partner (a "***Retiring GP***"), the value of the Retiring GP's interest in the General Partner (the "***Fair Value***") will be calculated as of the end of the fiscal quarter in which such event occurs and the following rules shall apply:

(a) The remaining members of the General Partner shall calculate the Fair Value of a Retiring GP's interest based on the value of the portfolio companies and other assets then held by the Partnership (determined as if the remaining assets of the Partnership had been sold at their fair market value). The Fair Value shall be subject to the approval of the Limited Partners' Representative(s) and, upon such approval, shall be final and binding on the Retiring GP, all remaining members of the General Partner, and all Partners.

(b) Promptly after the Limited Partners' Representative(s)'s approval of the Fair Value of a Retiring GP's interest, the General Partner shall cause the Partnership to distribute to the Retiring GP in cash (or, at the option of the Retiring GP, a pro rata portion of each of the Portfolio Securities) with an aggregate value equal to the Fair Value of such Retiring GP's interest.

(c) If Kamal Ravikant (the "***Founding GP***") is the Retiring GP, then he shall also have the option to purchase an additional pro rata portion of each of the Partnership's Portfolio Securities that is equal to: (x) his ultimate percentage share of the net Profits in the Partnership (based on his pro rata share of the carried interest in the Partnership held by the General Partner) less (y) the value of the cash or the portion of any such securities already distributed to him as a result of the preceding paragraph 10.7(b). The price for such additional Portfolio Securities shall be equal to value of such Portfolio Securities (based on the value of the Partnership's Portfolio Securities used to arrive at the Fair Value of such Founding GP's interest).

(d) The following example illustrates the foregoing paragraphs 10.7(b) and 10.7(c): Assume that the Founding GP retires, that as of his retirement he had a share of the

carried interest in the Partnership that entitled him to 10% of the Partnership's net Profits (i.e., approximately 40% of the General Partner's carried interest in the Fund), and that the value of the Partnership's portfolio securities is thirty million dollars ($30,000,000) with a cost basis of ten million dollars ($10,000,000). The following would result:

(i) The Founding GP would be entitled to receive a distribution of two million dollars ($2,000,000) million in cash or an equivalent amount of Partnership Portfolio Securities (i.e., 10% of the Partnership's net profits of twenty million dollars ($20,000,000)); and

(ii) The Founding GP may elect to purchase an additional one million dollars ($1,000,000) of the Partnership's Portfolio Securities (*i.e.*, 10% of the Fund's thirty million dollars ($30,000,000) total value less two million dollars ($2,000,000) of cash or Portfolio Securities already distributed to the Founding GP) at price of one million dollars ($1,000,000) (i.e., based on the value of the Partnership's Portfolio Securities used to arrive at the Fair Value of such Founding GP's interest).

ARTICLE 11

RECORDS AND FINANCIAL REPORTS

11.1 Financial and Business Records. The financial records of the Partnership shall be kept in accordance with the provisions of this Agreement and otherwise in accordance with generally accepted accounting principles consistently applied; provided, however, that the financial statements of the Partnership may be prepared using the cost basis of each Partnership portfolio company (or, if the General Partner so elects, the General Partner's good faith estimate of the fair market value of each Partnership portfolio company), and the General Partner shall not be required to use any method of valuation of portfolio companies that may be prescribed by generally accepted accounting principles. The books of account of the Partnership and its records relating to the financial condition and business of the Partnership and its investments shall be kept under the supervision of the General Partner at the principal office of the Partnership, and shall be open to inspection by any Partner, or its accredited representative, at any reasonable time during business hours after reasonable advance notice. Such Limited Partner or its accredited representative shall have the right to copy the Partnership's records specified in Section 17-305(a) of the Act. The General Partner shall comply with the recordkeeping requirements of Section 17-305 of the Act. Notwithstanding anything contained herein to the contrary, a Limited Partner shall not have access to any information if it would violate any confidentiality restriction agreed to in good faith by the General Partner.

11.2 Semi-Annual Reports. The General Partner shall transmit to the Limited Partners within forty-five (45) days after the close of every two fiscal quarters a report on the affairs of the Partnership for such two quarters, including (i) a list of all Securities owned and their cost and value as of the close of such fiscal quarters, (ii) a statement in detail of the gains or losses of the Partnership for such quarters, (iii) a description of any investments made and indebtedness incurred or guaranteed during such quarters, and (iv) for Q1 and Q2 together in each Fiscal Year, an unaudited income statement and balance sheet of the Partnership for such two quarters combined. In the event that an Interim Date shall occur within such quarter, the

quarterly report to the Partners shall include a statement setting forth (A) the event causing each such Interim Date and (B) the Partnership Percentage of each Partner.

11.3 Annual Reports.

(a) The books and records of account of the Partnership shall be audited as of the close of each Fiscal Year by an independent certified public accounting firm selected by the General Partner (the "***Accountant***") unless this requirement is waived for any specific year or years by the Limited Partners' representative.

(b) The General Partner shall transmit to each Limited Partner within ninety (90) days after the end of each Fiscal Year of the Partnership the following: (i) a copy of the Accountant's report of its examination of the books and records of the Partnership, a balance sheet for the Partnership as of the close of the Fiscal Year, and a profit and loss statement for the year then ended; and (ii) a report setting forth the Partnership Percentage of each Partner, all in reasonable detail.

(c) The General Partner shall also transmit within such ninety (90) day period to each Partner then a Partner of the Partnership and to each former Partner who was a Partner during any part of the Fiscal Year in question a copy of the Partnership's federal income tax return and IRS Form 1065, Schedule K-1 for such Fiscal Year.

(d) The General Partner shall provide each Limited Partner such other information as such Limited Partner reasonably requests.

ARTICLE 12

VALUATION

12.1 Valuation. Partnership assets and liabilities shall be valued at their fair market value by the General Partner. The fair market value of the Partnership's Securities shall be determined in accordance with the following standards; *provided, however*, that if the General Partner determines (and the Limited Partners' Representative(s) consents to such determination) that the following standards do not fairly determine the value of a Security, then the General Partner may make such adjustments or use such alternative valuation methods as it deems appropriate:

(a) Each Security listed or admitted to trading on a national securities exchange or traded on the NASDAQ National Market shall be valued at the Security's closing price on such exchange on the date of valuation. If a Security is listed on more than one (1) exchange the General Partner shall use the price of the exchange where the Security is most actively traded;

(b) Each Security traded in the over-the-counter market (but not on the NASDAQ National Market) shall be valued at the Security's closing "bid" price on the date of valuation as reported by the Pacific Coast edition of the Wall Street Journal, or, if not reported therein, as reported by the National Quotation Bureau. If neither of these sources reports such

prices, the Security shall be valued by such method as the General Partner determines will reflect its fair value;

(c) If there is no active public market, the General Partner shall make a determination of the fair market value, taking into consideration the original cost of the Securities, developments concerning the issuing company subsequent to the acquisition of the Securities, any financial data and projections of the issuing company provided to the General Partner, and such other factor or factors as the General Partner may reasonably deem relevant; and

(d) Unregistered Securities purchased on an "investment letter" basis, or subject to other restrictions on transfer, shall (whether or not a market exists for Securities of the same class) be valued by such method as the General Partner determines will best reflect their fair value in light of the restrictions on transfer.

ARTICLE 13

POWER OF ATTORNEY; AMENDMENT

13.1 Power of Attorney. Each of the undersigned for itself designates and appoints the General Partner its true and lawful attorney, in its name, place and stead, to make, execute, sign and file any instruments, documents or certificates which may from time to time be required by the laws of the United States of America, the State of Delaware or any other state in which the Partnership shall do business pursuant to this Agreement. Such attorney is not hereby granted any authority on behalf of the undersigned to amend this Agreement except that as attorney for each of the undersigned Limited Partners, the General Partner shall have the authority to amend this Agreement and the Certificate of Limited Partnership as may be required to effect:

(i) Admissions of additional Partners;

(ii) Acceptance of new Capital Commitments pursuant to paragraph 6.2;

(iii) Substitution of Limited Partners pursuant to paragraph 4.3(a); or

(iv) Amendment of ***Schedule A*** pursuant to paragraphs 4.1 or 6.4.

This power of attorney and the power of attorney referenced in paragraph 6.3(b)(ix) granted by each Limited Partner shall expire as to such Partner immediately after the dissolution of the Partnership or the amendment of the Partnership's ***Schedule A*** to reflect the complete withdrawal of such Partner as a Partner of the Partnership.

13.2 Amendment.

(a) Procedure. Except as provided by paragraph 13.1, this Agreement may be amended only with the written consent of the General Partner and Two-Thirds in Interest of the Limited Partners.

(b) Restrictions. Notwithstanding the above, but except as otherwise provided for in Section 6.3, no amendment of this Agreement may change the amount of a Partner's Capital Account, increase the amount of a Partner's obligation to contribute capital pursuant to Article 6, modify the method of allocation of Profit or Loss, modify the method of determining the Partnership Percentage of any Partner, modify any provision herein requiring the consent of all the Partners or all the Limited Partners to a specified action, or change the restrictions contained in this paragraph 13.2(b), unless each Partner materially adversely affected thereby in a manner different than the other Partners has expressly consented in writing to such amendment.

(c) Waiver. Notwithstanding the above, the Partnership's or General Partner's (or its managers', members' or employees') noncompliance with any provision hereof in any single transaction or event may be waived prospectively or retroactively in writing by the same Percentage in Interest of the Limited Partners that would be required to amend such provision pursuant to paragraphs 13.2(a) and (b). No waiver shall be deemed a waiver of any subsequent event of noncompliance except to the extent expressly provided in such waiver.

ARTICLE 14

MISCELLANEOUS

14.1 Interest. Partners shall not be entitled to interest on their contributions.

14.2 Loans. Limited Partners may make loans to the Partnership upon such terms and conditions as the General Partner, the Limited Partners' Representative(s) and such lending Limited Partner may agree upon.

14.3 Notice; Electronic Transmission of Reports. Any notice or other communication that one Partner desires to give to another Partner or the Partnership shall be in writing, and shall be deemed effectively given upon personal delivery or three (3) days after deposit in any United States mail box, by registered or certified mail, postage prepaid, upon confirmed transmission by facsimile or upon confirmed transmission by e-mail, or upon confirmed delivery by overnight commercial courier service, addressed to the other Partner or Partnership at the address shown on ***Schedule A*** or paragraph 1.2.

14.4 Counterparts. This Agreement may be executed in more than one (1) counterpart with the same effect as if the Partners executing the several counterparts had all executed one (1) counterpart.

14.5 Binding Agreement; Governing Law. This Agreement shall survive the formation of the Partnership, shall be binding on the assignees and legal successors of the Partners, and shall be governed by and construed in accordance with the laws of the State of Delaware as applied to contracts between Delaware residents entered into and to be performed entirely within Delaware.

14.6 Addresses. Any Partner may change its address as listed on ***Schedule A*** hereto for purposes of receiving any notices hereunder provided it gives ten (10) days' advance written notice to the Partnership.

14.7 Entire Agreement; Captions. This Agreement constitutes the complete, final and exclusive agreement of the parties and supersedes all prior written and verbal agreements between the Partners with respect to the Partnership. Descriptive titles are used herein for convenience only and shall not be considered in the interpretation of this Agreement.

14.8 Partnership Name. The Partnership shall have the exclusive ownership and right to use the Partnership name as long as the Partnership continues, despite the withdrawal of any Partner, but upon the Partnership's termination, the Partnership shall assign the name and the goodwill attached thereto to the General Partner. No value shall be placed upon the name or the goodwill attached thereto for the purpose of determining the value of any Partner's Capital Account or interest in the Partnership. The General Partner shall not use the name of any Limited Partner in the Partnership name without the specific consent of such Limited Partner.

14.9 Arbitration.

(a) Except as otherwise mutually agreed to by the parties thereto, any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement, except with respect to the valuation of Partnership assets, including, without limitation, any action or claim based on tort, contract, or statute (including any claims of breach or violation of statutory or common law protections from discrimination, harassment and hostile working environment), or concerning the interpretation, effect, termination, validity, performance and/or breach of this Agreement ("***Claim***"), shall be resolved by final and binding arbitration before a single arbitrator (the "***Arbitrator***") selected by mutual agreement of the parties from and administered by Judicial Arbitration and Mediation Service Inc. (the "***Administrator***") in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes. The arbitration shall be held in San Francisco, California.

(b) Depositions may be taken and full discovery may be obtained in any arbitration commenced under this provision.

(c) The Arbitrator shall, within fifteen (15) calendar days after the conclusion of the Arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The Arbitrator shall be authorized to award compensatory damages, but shall not be authorized (i) to award non-economic damages, such as for emotional distress, pain and suffering or loss of consortium, (ii) to award punitive damages, or (iii) to reform, modify or materially change this Agreement or any other agreements contemplated hereunder; *provided, however*, that the damage limitations described in parts (i) and (ii) of this sentence will not apply if such damages are statutorily authorized. The Arbitrator also shall be authorized to grant any temporary, preliminary or permanent equitable remedy or relief he or she deems just and equitable and within the scope of this Agreement, including, without limitation, an injunction or order for specific performance.

(d) Each party shall bear its own attorney's fees, costs, and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the Administrator and the Arbitrator; *provided, however,* the Arbitrator shall be authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party

reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.), and/or the fees and costs of the Administrator and the Arbitrator. Absent the filing of an application to correct or vacate the arbitration award under Title 10 of the Delaware Code sections 5713 through 5717, each party shall fully perform and satisfy the arbitration award within fifteen (15) days of the service of the award.

(e) By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available if a Claim between the parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this paragraph 14.9, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

14.10 Tax Matters Partner. The General Partner shall be the Partnership's Tax Matters Partner ("***TMP***"). The TMP shall have the right to resign by giving thirty (30) days notice to each Partner. Upon the resignation, dissolution or bankruptcy of the TMP, a successor TMP shall be elected by the Limited Partners' Representative(s). The TMP shall employ experienced tax counsel to represent the Partnership in connection with any audit or investigation of the Partnership by the Internal Revenue Service ("***IRS***") and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such, and all expenses incurred by the TMP in serving as the TMP, shall be Partnership expenses pursuant to paragraph 8.2(b) and shall be paid by the Partnership.

14.11 Confidentiality. This Agreement and all financial statements, tax reports, portfolio valuations, reviews or analyses of potential or actual investments, reports or other materials and all other documents and information concerning the affairs of the Partnership and its investments, including, without limitation, information about the portfolio companies of the Partnership (collectively, the "***Confidential Information***"), that any Partner may receive pursuant to or in accordance with this Agreement, or otherwise as a result of its ownership of an interest in the Partnership, constitute proprietary and confidential information about the Partnership, the General Partner and its Affiliates and the Partnership's portfolio companies (the "***Affected Parties***"). The Partners acknowledge that the Affected Parties derive independent economic value from the Confidential Information not being generally known and that the Confidential Information is the subject of reasonable efforts to maintain its secrecy. The Partners further acknowledge that the Confidential Information is a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Affected Parties or their respective businesses.

ARTICLE 15

CERTAIN DEFINITIONS

15.1 Affiliates. An Affiliate of any person shall mean (i) any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with the person specified or (ii) such person's immediate family members (excluding family members who do not reside in the same household).

15.2 Capital Commitment; Committed Capital. A Partner's Capital Commitment shall mean the amount that such Partner has agreed to contribute to the capital of the Partnership as set forth opposite such Partner's name on ***Schedule A*** hereto. The Partnership's Committed Capital shall equal the sum of the aggregate Capital Commitments of all Partners.

15.3 ERISA. ERISA means the Employee Retirement Income Security Act of 1974, as amended.

15.4 Marketable; Marketable Securities; Marketability. These terms shall refer to Securities that are (a) not subject to any "lock-up" or other contractual restrictions on transfer and (b) (i) traded on a national securities exchange or over the counter or (ii) currently the subject of an effective Securities Act registration statement. Notwithstanding the foregoing, a Security shall not be deemed to be a Marketable Security if, in the good faith judgment of the General Partner, the market on which such Security trades is not adequate to permit an orderly sale of all shares of such Security held by the Partnership within a reasonable time period.

15.5 Percentage in Interest; Majority in Interest; Two-Thirds in Interest; Eighty Percent in Interest. A specified fraction or percentage in interest of the Partners or of the Limited Partners shall mean Partners or Limited Partners of the Partnership whose Capital Commitments, stated as a percentage of the aggregate Capital Commitments of the Partnership, equal or exceed the required fraction or percentage in interest of all such Partners or Limited Partners. A Majority in Interest shall mean fifty percent (50%) or more in interest. Two-Thirds in Interest shall mean sixty-six and two-thirds percent (66-2/3%) or more in interest. Eighty Percent in Interest shall mean eighty percent (80%) or more in interest. Any limited partnership interest owned or controlled by the General Partner or a former General Partner shall be deemed not to be outstanding for purposes of any determination under this Agreement of a particular percentage in interest of the Limited Partners.

15.6 Securities. Securities shall mean securities of every kind and nature and rights and options with respect thereto, including stock, notes, bonds, debentures, evidences of indebtedness and other business interests of every type, including partnerships, joint ventures, proprietorships and other business entities.

15.7 Securities Act. Securities Act shall mean the Securities Act of 1933, as amended.

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IN WITNESS WHEREOF the undersigned have executed this **AGREEMENT OF LIMITED PARTNERSHIP** as of the date first above written.

GENERAL PARTNER:

PARTY1

By: _____

Manager

LIMITED PARTNER (ENTITY):

_____
(Print name of investing entity)

By:_____
(signature)

Name:_____
(print name)

Title:_____

LIMITED PARTNER (INDIVIDUAL):

_____
(signature)

Name:_____
(print name)

THE INTERESTS IN THIS PARTNERSHIP HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). TRANSFER OR OTHER DISPOSITION OF THE INTERESTS MAY NOT BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, OR PURSUANT TO AN APPLICABLE EXEMPTION THEREFROM. TRANSFER OR OTHER DISPOSITION OF THE INTERESTS ALSO MAY NOT BE MADE WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT.

SCHEDULE A

SCHEDULE OF PARTNERS

GENERAL PARTNER:	CAPITAL COMMITMENT	PARTNERSHIP PERCENTAGE
PARTY1		
LIMITED PARTNERS:		
TOTAL CAPITAL COMMITMENTS:		**%**

EXHIBIT A

$_____ _____, ____

PROMISSORY NOTE

For value received, the undersigned hereby promises to pay to LIMITEDPARTNERSHIP, a Delaware limited partnership (***the "Fund"***), at its principal office _____, _____, California, the sum of _____ Dollars ($_____), in such coin or currency of the United States of America at the time of payment as is legal tender for the payment of public and private debts, according to the following terms and conditions:

1. This Note shall bear interest payable semiannually on the unpaid principal balance at an annual rate equal to the greater of (A) the minimum rate of interest required to avoid imputed interest under the Internal Revenue Code of 1986, as amended or (B) the Prime Rate as of the date of this Note.

2. This Note shall become due and payable in full upon the earlier of (i) the date two years from the date of this Note, or (ii) the Date of Dissolution as defined in the Fund's Agreement of Limited Partnership. This Note may be prepaid at any time by the undersigned without penalty. This Note shall be prepaid to the extent of any cash distributed to the undersigned by the Fund.

PARTY1

By _____

Accepted:

LIMITEDPARTNERSHIP

By _____

EXHIBIT B

$_____ _____, ____

PROMISSORY NOTE

For value received, the undersigned hereby promises to pay to LIMITEDPARTNERSHIP, a Delaware limited partnership (***the "Fund"***), at its principal office _____, _____, California, the sum of _____ Dollars ($_____), in such coin or currency of the United States of America at the time of payment as is legal tender for the payment of public and private debts, according to the following terms and conditions:

1. This Note shall bear interest payable semiannually on the unpaid principal balance at an annual rate equal to the greater of (A) the minimum rate of interest required to avoid imputed interest under the Internal Revenue Code of 1986, as amended or (B) the Prime Rate as of the date of this Note.

2. This Note is secured by the pledge of securities described in ***Schedule A*** which is attached hereto (the "Collateral").

3. This Note and the securities pledged to secure it are subject to all of the terms and conditions of a security agreement of the same date between the Fund and the undersigned, a copy of which agreement is attached hereto (the "Security Agreement").

4. This Note shall become due and payable in full upon the earlier of (i) the date two years from the date of this Note, or (ii) the Date of Dissolution as defined in the Fund's Agreement of Limited Partnership. This Note may be prepaid at any time by the undersigned without penalty. This Note shall be prepaid to the extent of any cash distributed to the undersigned by the Fund or from any disposition of the Collateral, except cash paid to the undersigned pursuant to paragraph (b) of the Security Agreement.

PARTY1

By _____

Accepted:

LIMITEDPARTNERSHIP

By _____

EXHIBIT C

SECURITY AGREEMENT

[National Bank]
_____, California

Gentlemen:

Reference is made to that certain Agreement of Limited Partnership dated November ____, 2012 (the "***Agreement***") of **LIMITEDPARTNERSHIP** (the "**Fund**") between **PARTY1** ("***GP***"), a Delaware limited liability company, and the persons named therein as Limited Partners. A copy of the Agreement is attached hereto. Terms used herein have the meaning given them in the Agreement unless the context requires otherwise.

GP has delivered to the Fund notes executed by GP as payor in the aggregate principal amount of _____ ($_____) (the "***Notes***"), a copy of each of which is attached hereto, which are secured by the Securities listed on ***Schedule A*** hereto (the "***Collateral***") issued in the name of GP. Any Securities distributable to GP under the Agreement shall be added to the Collateral.

Pursuant to the Agreement there is deposited with you the Collateral, together with stock or bond powers executed in blank, which Collateral and stock or bond powers are to be held by you subject to the following terms and conditions:

(a) GP shall retain and have full legal and beneficial ownership of the Collateral and shall have the benefit of any increases and bear the risk of any decreases in the value of the Collateral. GP shall have the sole right to vote with respect to the Collateral and to any income therefrom or distribution thereon by payment of interest or dividends. Any other payments or distributions on or in respect of the Collateral and any Securities issued as a result of any stock dividend on any shares pledged hereunder or as a result of any reclassification, stock split or other change in the capital stock of any corporation whose shares are pledged hereunder or as a result of any consolidation or merger of any such corporation with or into another or as a result of any exchange or conversion of any Security which is pledged hereunder, shall be delivered to you and held as part of the Collateral, or, in the case of such cash distributions, applied as provided in paragraph (b). GP shall pay all taxes or other charges assessable against it upon or with respect to the Collateral or any income or distributions therefrom.

(b) Application of Cash. Any cash received by you as a cash payment on the Collateral to be paid over to you pursuant to paragraph (a) shall be paid over to the Fund in payment of the principal of the Notes; *provided, however,* at the request of GP, up to 25% of such proceeds may be released to GP to be used by GP for payment of income taxes arising out of sales of the collateral.

(c) Withdrawal of the Collateral:

(i) GP shall have the right at any time to pay in cash to the Fund the entire indebtedness evidenced by the Notes and to withdraw all of the Collateral.

(ii) GP shall have the right at any time and from time to time to withdraw any part of the Collateral by satisfying and paying a portion of the Notes that is equal to the Fund's original tax basis in the Securities represented by the Collateral being withdrawn so long as immediately after the withdrawal the fair market value of the remaining Collateral would equal at least one hundred twenty percent (120%) of the remaining principal balance due on the Notes.

(iii) GP shall have the right at any time and from time to time to dispose of the Securities comprising the Collateral in whole or in part (so long as immediately after the disposal the fair market value of the remaining Collateral would equal at least one hundred twenty percent (120%) of the remaining principal balance due on the Notes), and you shall take such actions as are necessary to deliver any such Securities to their acquiror; *provided, that* (A) in the event that the proceeds of such disposition are other than cash, said proceeds shall be delivered to you to hold as part of the Collateral hereunder (which proceeds shall thereafter be included in the term "***Securities***") and, (B) in the event that said proceeds are paid in cash, a portion of such cash equal to the amount that would have been required to be paid under clause (c)(ii) in order to withdraw the Securities disposed of shall be used to satisfy a portion of the Notes equal to the Fund's original tax basis in the Securities and the balance of such cash shall be paid to GP.

(d) Payment: Upon payment of the Notes in full, the Fund shall endorse the Notes as discharged and satisfied in full and shall promptly notify you of such payment, and you shall return to GP the remaining Collateral, if any.

(e) Non-Payment: As holder of the Notes secured by the Collateral, the Fund shall have the right, if interest on the Notes is not paid within five (5) days after the date payment thereof is due and such default is not cured within ten (10) days after notice thereof is delivered by the Fund to GP, or if the Notes are not paid or satisfied on the date for payment set forth in the Notes and such default is not cured within ten (10) days after notice thereof is delivered by the Fund to GP, to obtain the Collateral from you five (5) business days after sending you a written request therefore with a copy being sent by the Fund simultaneously to GP, and to liquidate the Collateral in payment, in whole or in part, of the indebtedness evidenced by the Notes. Any such liquidation may be effected in any reasonable manner, including a sale or sales for cash or an exchange for other Securities of any type or kind, or in any other manner, at a public or private sale, with or without notice or advertisement, as the Fund may in its sole discretion determine. The purchaser of any Securities at any such sale shall take the same free of

any right of redemption and any other right or claim on the part of GP, all of which rights and claims are hereby waived and released. GP and its members may be the purchaser at such sale but only at a price at least equal to the fair market value of the Collateral.

(f) Miscellaneous Provisions:

(i) Collateral: The Collateral shall be held by you in accord with the terms hereof, to assure performance by GP of its obligations under the Notes. Title to all Collateral shall remain in GP until such Collateral is liquidated by the Fund in accord with the terms hereof. All of the right and interest of the Fund in the Collateral shall terminate upon payment in full of all indebtedness evidenced by the Notes.

(ii) Notices: All notices shall be given in accord with the Agreement.

(iii) Governing Laws: This Agreement and the Notes shall be governed by the laws of the State of California applied to agreements made and to be performed in California between California residents.

(iv) Arbitration: Any controversy arising out of or relating to this Agreement or the Notes shall be resolved by arbitration in accord with the Agreement.

Dated: _____, _____

DEBTOR:

PARTY1

By _____

SECURED PARTY:

LIMITEDPARTNERSHIP

By **PARTY1**

Its General Partner

By: _____

ESCROW AGENT:

_____

By _____