

*Proprietary and Confidential***ARTICLE 13 - AMENDMENTS, VOTING AND CONSENTS****13.1 AMENDMENTS.****13.1.1 Consent of Partners.**

Except as otherwise provided in this Agreement, the terms and provisions of this Agreement may be waived on behalf of all Partners, modified, terminated or amended, during or after the term of the Partnership, with the prior written consent of the General Partner and a majority-in-interest of the Limited Partners; *provided, however*, that any provision of this Agreement requiring the written vote or consent of a greater percentage in interest of the Partners may be waived on behalf of all Partners, modified, terminated or amended only with the vote or written consent of the General Partner and such greater percentage in interest of the Partners as is required by such provision. Notwithstanding the other provisions of this Article 13, the General Partner, without the consent of any other Partner, may amend any provision of this Agreement (a) to the extent such amendment does not subject any Limited Partner to any material adverse economic consequences or diminish or waive in any material respect the duties and obligations of the General Partner to the Partnership or the Limited Partners, (b) to cure any ambiguity or correct or supplement any provision herein which may be inconsistent with any other provision herein or to correct any clerical errors or omissions in order that this Agreement shall accurately reflect the agreement among the Partners, (c) is necessary in order to comply with any fiscal, statutory or official requirement (whether or not having the force of law) and (d) to address changes in financial, regulatory or tax legislation, which amendment may include reorganizing or reconstituting the Partnership, but only to the extent such amendment does not materially adversely affect the economic returns of the Limited Partners.

13.1.2 Amendments Affecting Partners' Economic Rights.

No amendment shall increase the Subscription of any Limited Partner or dilute the interest of any Limited Partner relative to the interests of the other Limited Partners in the profits or capital of the Partnership or in allocations or distributions attributable to the ownership of such interest without the prior written consent of such Limited Partner, except such dilution as may result from additional Subscriptions from the Partners or the admission of Additional Limited Partners pursuant to this Agreement, and pursuant to an exercise of remedies by the Partnership under 3.3.3 and 6.3.

13.1.3 Consent to Amend ERISA Provisions.

Without the prior written consent of a majority-in-interest of all ERISA Partners, the text of 4.2, 11.1.6(a) and this 13.1.3 shall not be amended.

13.1.4 Notice of Amendments.

The General Partner shall furnish copies of any amendments to this Agreement to all Partners, other than changes in the List of Partners to reflect the admission, withdrawal or substitution of Partners, changes in the addresses of Partners or otherwise in accordance with 3.1, and changes in the Subscriptions of Partners (in each case occurring pursuant to this Agreement), which shall not require the consent of or notice to any Limited Partner.

13.1.5 Negative Consent.

Any consent or approval required pursuant to this Agreement or otherwise (including, without limitation, (i) any required consent to a transaction that would result in an "assignment" (within the meaning of the