

CONFIDENTIAL

Amended and Restated Limited Partnership Agreement
of
CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.

A Delaware Limited Partnership

September 5, 2014

THE LIMITED PARTNER INTERESTS EVIDENCED BY THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA OR NON-U.S. JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE U.S. FEDERAL, STATE AND NON-U.S. SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE INTERESTS IS RESTRICTED AS PROVIDED IN THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT.

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AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
CERBERUS KRS LEVERED LOAN OPPORTUNITIES FUND, L.P.
A DELAWARE LIMITED PARTNERSHIP

This Amended and Restated Limited Partnership Agreement of Cerberus KRS Levered Loan Opportunities Fund, L.P., a Delaware limited partnership (the "Partnership"), is made as of September 5, 2014 by and among Cerberus KRS Levered Opportunities GP, LLC, a Delaware limited liability company (the "General Partner"), as general partner of the Partnership, Seth P. Plattus as the organizational limited partner (the "Organizational Limited Partner") and those Persons who have subscribed for a limited partner interest in the Partnership and been designated as a Limited Partner in the books and records of the Partnership.

WHEREAS, the Partnership was formed by the General Partner and the Organizational Limited Partner by filing of a Certificate of Limited Partnership with the Secretary of State of the State of Delaware on June 9, 2014 and the General Partner and the Organizational Limited Partner entered into that certain initial Agreement of Limited Partnership of the Partnership dated as of such date (the "Initial Partnership Agreement");

WHEREAS, the parties hereto desire to amend and restate in its entirety the Initial Partnership Agreement of the Partnership in order to, among other things, admit Kentucky Retirement Systems and Kentucky Retirement Systems Insurance Trust Fund as Limited Partners to the Partnership, effect the withdrawal of the Organizational Limited Partner, and provide for the respective rights and obligations of the parties provided for herein;

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Initial Partnership Agreement is hereby amended and restated in its entirety as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1. *Definitions.* Capitalized terms used but not defined herein have their respective meanings set forth in Appendix A attached hereto.

1.2. *Partnership Name.* The name of the Partnership is Cerberus KRS Levered Loan Opportunities Fund, L.P.

1.3. *Office; Registered Agent.*

(a) The name and address of the Partnership's registered agent in the State of Delaware is: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street,

Wilmington, Delaware 19801. The Partnership shall maintain a registered office in the State of Delaware at the same address. The General Partner, in its sole discretion, may change the registered agent of the Partnership at any time for any or no reason.

(b) The business address of the General Partner is 875 Third Avenue, 11th Floor, New York, New York 10022, or such other place as the General Partner, in its sole discretion, shall determine. If the General Partner shall determine to change its business address, it shall notify the Limited Partners of such change as soon as practicable thereafter.

1.4. *Purpose of the Partnership.* The primary purpose of the Partnership is (a) to identify potential Partnership Investments, (b) to originate, acquire, hold, manage and dispose of Partnership Investments, and (c) to hold, invest and manage funds in the possession of the Partnership, in each case in accordance with the terms of this Partnership Agreement and consistent with the investment objectives and investment strategy of the Partnership. The Partnership shall have the power to do any and all acts necessary, appropriate, desirable, incidental or convenient to or in furtherance of the purposes described in this Section 1.4, including without limitation any and all of the powers that may be exercised on behalf of the Partnership by the General Partner pursuant to this Partnership Agreement. Except as otherwise expressly provided to the contrary in this Partnership Agreement, the purpose and scope of the Partnership shall also include any other lawful action or activity permitted by a limited partnership formed pursuant to the Partnership Act.

1.5. *Liability of the Partners.*

(a) Except as otherwise provided in this Partnership Agreement or the Partnership Act, no Limited Partner (or former Limited Partner) shall be liable for the obligations of the Partnership for any amounts in excess of the amount of its Capital Commitments to the Partnership, *plus* such Limited Partner's share of the undistributed profits of the Partnership, *plus*, to the extent required by law or as otherwise described in this Partnership Agreement, any amounts distributed by the Partnership to such Limited Partner; provided, that the foregoing shall not be construed in any way to alleviate a Limited Partner's obligations to the Partnership, including any obligations owed by such Limited Partner in connection with any Default by such Limited Partner.

(b) Notwithstanding anything in this Partnership Agreement to the contrary, in order to satisfy a particular liability of the Partnership (including any Indemnification Obligations and the provision of any reserves, if any, designated by the General Partner with respect to any such Indemnification Obligation), in addition to any other ability of the Partnership to recall distributions, a Limited Partner (or former Limited Partner) may in the sole discretion of the General Partner and on not less than seven (7) Business Days' advance written notice be required by this Section 1.5(b) to return distributions made pursuant to this Partnership Agreement (in addition to making any other Capital Contributions that may be required pursuant to this Partnership Agreement and in addition to any other provisions of this Partnership Agreement requiring the return of distributions) up to, [REDACTED]

1.6. Admission of the Limited Partners; Withdrawal of the Organizational Limited Partner.

(a) As of the Effective Date, Kentucky Retirement Systems and Kentucky Retirement Systems Insurance Trust Fund are hereby admitted to the Partnership as Limited Partners, each with the Capital Commitment set forth in its Subscription Agreement, as accepted by the General Partner. Any Limited Partner may make such additional Capital Commitments to the Partnership, if any, as may be agreed to from time to time by such Limited Partner and the General Partner. Notwithstanding anything to the contrary herein, after withdrawal of the Organizational Partner and admission of Kentucky Retirement Systems and Kentucky Retirement Systems Insurance Trust Fund as Limited Partners, the General Partner shall not be entitled to admit additional Limited Partners to the Partnership without the consent of the existing Limited Partners except solely as a result of a Transfer by a Limited Partner pursuant to and in accordance with ARTICLE 10, or as a result of an Event of Default with respect to a Limited Partner and the imposition of applicable remedies in accordance with Section 5.3.

(b) As of the Effective Date, the Organizational Limited Partner shall be deemed to have withdrawn from the Partnership and shall be entitled to the return of any Capital Contribution, without interest or deduction, immediately upon the admission of Kentucky Retirement Systems and Kentucky Retirement Systems Insurance Trust Fund as Limited Partners to the Partnership, and shall not thereafter be considered for the purposes of any calculation, contribution or distribution or other activity of the Partnership.

**ARTICLE 2
MANAGEMENT AND OPERATIONS**

2.1. Management Generally.

(a) The management and control of the Partnership shall be vested exclusively in the General Partner. The General Partner has ultimate authority and responsibility for the management, operations and investment decisions of the Partnership. The Limited Partners shall have only the powers specifically enumerated in this Partnership Agreement and shall take no part in the management or control of the Partnership's business, shall not transact business for the Partnership and shall have no power to act for, to bind or to obligate the Partnership in any way.

(b) The General Partner shall have the right to delegate certain managerial and administrative responsibilities to Cerberus Capital Management II, L.P., a Delaware limited partnership, or such other entity as may be determined in the sole discretion of the General Partner, to act as the management company for the Partnership (the "Management Company"); provided that the General Partner shall act with prudence in deciding whether and how to delegate authority and in the selection and supervision of agents, including the Management Company.

(c) Notwithstanding anything in this Partnership Agreement to the contrary, there shall be no requirement that the terms of the Management Fee or any investment management agreement with the Management Company be negotiated on an arm's-length basis, or that such terms be similar to or competitive with similar industry terms.

2.2. *Authority of the General Partner.* The General Partner shall have the power on behalf of and in the name of the Partnership to carry out any and all of the objects and purposes of the Partnership in accordance with, and subject to the limitations contained in, this Partnership Agreement and to perform all acts which the General Partner, in its sole discretion, may deem necessary, desirable or appropriate in connection therewith and with the business and operations of the Partnership, including without limitation the power to:

(a) identify investment opportunities for the Partnership;

(b) originate, acquire, hold, manage, own, sell, transfer, convey, assign, exchange, pledge or otherwise dispose of any Partnership Investment, and syndicate, or otherwise transfer, sell or assign, portions of debt obligations (or participations therein) that the Partnership purchases. For the avoidance of doubt and subject to the express terms of this Partnership Agreement and applicable law, the Partnership may enter into any of the transactions contemplated by this Section 2.2(b) with any party including, without limitation, Affiliates of the General Partner including any Cerberus Funds and Cerberus;

(c) retain Persons, including Affiliates of the General Partner, to perform loan servicing and management and due diligence services for the Partnership; provided that, subject to Section 2.1(c), the terms and conditions governing such arrangements shall be at least as favorable to the Partnership as are generally obtainable on an arm's-length basis and shall provide for compensation that is competitive with the compensation paid in the industry for comparable services;

(d) open, maintain and close accounts with banks, brokerage firms or other financial institutions, including financial institutions located outside of the United States, and deposit, maintain and withdraw funds in the name of the Partnership and draw checks or other orders from Partnership accounts for the payment of monies;

(e) enter into, and take any action under, any contract, agreement or other instrument as the General Partner, in its sole discretion, shall determine to be necessary, desirable or appropriate to further the purposes of the Partnership, including granting or refraining from granting any waivers, consents or approvals with respect to any of the foregoing and any matters incident thereto;

(f) bring and defend actions and Proceedings at law or in equity and before any governmental, administrative or other regulatory agency, body or commission;

(g) employ, engage, terminate or replace, in its sole discretion, on behalf of the Partnership, any and all financial advisers, underwriters, attorneys, accountants, consultants, appraisers, administrators (including the Administrator), custodians of the assets of the Partnership, or other agents, on such terms and for such compensation as the General Partner, in its sole discretion, may determine, whether or not such Person is an Affiliate of the General

Partner, and terminate such employment or engagement and in each case, in its sole discretion; provided that, subject to Section 2.1(c), if such Person is an Affiliate of the General Partner, the terms and conditions governing such arrangements shall be at least as favorable to the Partnership as are generally obtainable on an arm's-length basis and shall provide for compensation that is competitive with the compensation paid in the industry for comparable services;

(h) make all elections, investigations, evaluations and decisions, binding the Partnership thereby, that may in the sole discretion of the General Partner be necessary, desirable or appropriate for the acquisition, holding, management, ownership or disposition of Partnership Investments;

(i) subject to Section 2.6, borrow money, guarantee any obligation or arrange financing for or on behalf of the Partnership, on such terms as the General Partner, in its sole discretion, determines, to pay Partnership Expenses or to make Partnership Investments;

(j) incur Partnership Expenses (including Organizational Expenses) and other obligations and make payments on behalf of the Partnership in its own name and in the name of the Partnership, including the payment of Partnership Expenses (including Organizational Expenses) with respect to the services referred to in Sections 2.2(c) and 2.2(g);

(k) establish reserves for contingencies and for any other Partnership purpose in accordance with this Partnership Agreement;

(l) make distributions to Partners in cash or as otherwise provided herein;

(m) prepare and cause to be prepared reports, statements and other information for distribution to the Partners;

(n) prepare and file all necessary U.S. and, if appropriate, non-U.S. tax returns and statements, pay all taxes, assessments and other impositions applicable to the assets of the Partnership and withhold amounts with respect thereto from funds otherwise distributable to the General Partner or any Limited Partner;

(o) maintain records and accounts of all operations and expenditures of the Partnership;

(p) determine the accounting methods and conventions to be used in the preparation of any accounting or financial records of the Partnership;

(q) effect a dissolution of the Partnership in accordance with Section 9.3;

(r) form and structure legal entities, including without limitation holding companies or other entities owned in whole or in part by the Partnership, for the purpose of acquiring, establishing, structuring or maintaining Partnership Investments and/or Credit Facilities (each, an "SPV");

(s) form and structure AIVs as described in Section 3.3;

(t) amend the Certificate of Limited Partnership as provided herein;

(u) do any and all acts and things on behalf of the Partnership as the General Partner deems necessary, desirable or advisable in connection with the business and operations of the Partnership (including those related to the maintenance and administration thereof) and in relation to the Partnership Investments including without limitation, (1) lend, either with or without security, any Partnership Investments, funds or other properties of the Partnership and, from time to time, without limit as to the amount, borrow or raise funds and secure the payment of obligations of the Partnership by mortgage upon, or pledge or hypothecation of, or guarantee of, all or any part of the property of the Partnership, (2) open, maintain and close accounts, including margin and custodial accounts, with brokers and dealers, including brokers and dealers that are affiliates of the General Partner, which power shall include the authority to issue all instructions and authorizations to brokers and dealers regarding the Partnership Investments and/or money therein, (3) pay or authorize the payment and reimbursement of, commission, fees and other charges applicable to transactions in all such accounts that may be in excess of the lowest rates available that are paid to brokers who execute transactions for the account of the Partnership, (4) enter into contracts of insurance that the General Partner deems necessary and proper for the protection of the Partnership and for the conservation of its assets and properties (including without limitation general partner liability insurance, errors and omissions insurance and other insurance with respect to the Partnership's business and affairs); provided that the General Partner shall have no obligation to enter into any such contracts or obtain any such insurance, (5) cause the Partnership to engage in agency, agency cross, cross and principal transactions with affiliates to the extent permitted by applicable laws and not otherwise expressly restricted by this Partnership Agreement, (6) facilitate compliance with the applicable laws, rules, regulations and ordinances, and to obtain at the expense and in the name of the Partnership such licenses, permits and approvals as are required in the business of the Partnership, (7) retain custodians, agents, independent contractors, attorneys and accountants, consultants, investment bankers or such other Persons, (8) supply the service providers to the Partnership with such information and instructions as may be necessary to enable such Person or Persons to perform their duties to the Partnership, (9) exercise all rights of the Partnership with respect to its interest in any Person, firm, corporation, partnership, company or other entity, including without limitation, the voting of Partnership Investments, participation in arrangements with creditors, the institution and settlement or compromise of Proceedings, and other like or similar matters, (10) value the Partnership's investment portfolio, and/or (11) authorize any member, employee or other agent of the General Partner or agent or employee of the Partnership to act for and on behalf of the Partnership in all matters incidental to the foregoing provisions of this Section 2.2.

2.3. Other Authority of the General Partner.

(a) The General Partner is hereby authorized (but not required) to take any action it has determined in good faith to be necessary, desirable or appropriate in order that (1) the Partnership not be in violation of the Investment Company Act, (2) the General Partner and the Management Company not be in violation of the Advisers Act, (3) each of the Partnership, the Limited Partners and the General Partner not be subject to a material adverse effect as a result of their Interest in the Partnership or services provided to the Partnership, as applicable, or (4) each of the Partnership, the General Partner, the Management Company or any

(i) making structural, operating or other changes in the Partnership by amending this Partnership Agreement; provided that any such amendment to cure any violation of law or regulation may be made only if (A) in the reasonable discretion of the General Partner, the making of such amendment is necessary to cure such violation, and (B) such amendment does not have a material adverse effect on any Limited Partner as a result of such Limited Partner's Interest in the Partnership;

(iii) requiring the sale in whole or in part of any Limited Partner's Interest in the Partnership or otherwise causing the full or partial withdrawal of any Limited Partner from the Partnership; and

(b) Any action taken by the General Partner pursuant to Section 2.3(a) shall not require the approval of any Limited Partner. The General Partner shall promptly notify the Limited Partners of any action taken by the General Partner pursuant to Section 2.3(a).

██████████ In consideration for the managerial and administrative services being rendered by the Management Company, in respect of each year during the Partnership's existence, the Partnership shall pay to the Management Company with respect to each Quarterly Period, payable in advance of such Quarterly Period (on the first Business Day thereof), and the Interests of the Limited Partners shall be charged, a management fee (a "Management Fee") (subject to adjustment pursuant to Section 2.4(b)) in an amount, with respect to each Limited Partner, equal to ██████████

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pursuant to Section 2.4(a) shall, with respect to the Last Quarterly Period (if the Last Quarterly Period is less than three (3) calendar months) of the Partnership, or with respect to any Limited Partner in any case in which the General Partner causes the withdrawal of such Limited Partner from the Partnership on any date other than the last day of a Quarterly Period, be reduced as necessary to reflect any Quarterly Period shorter than the ordinary Quarterly Period.

(c) The Management Company shall refund to the Partnership any unearned Management Fees paid in respect of any portion of a Quarterly Period during which the Management Company does not serve as the Management Company of the Partnership.

(d) Each of the General Partner and the Management Company, as applicable, shall have the right to reduce, waive, assign, participate or otherwise share the Management Fee chargeable with respect to any Limited Partner (including any Affiliate of the General Partner or the Management Company) without the consent of, or notice to, any other Limited Partner.

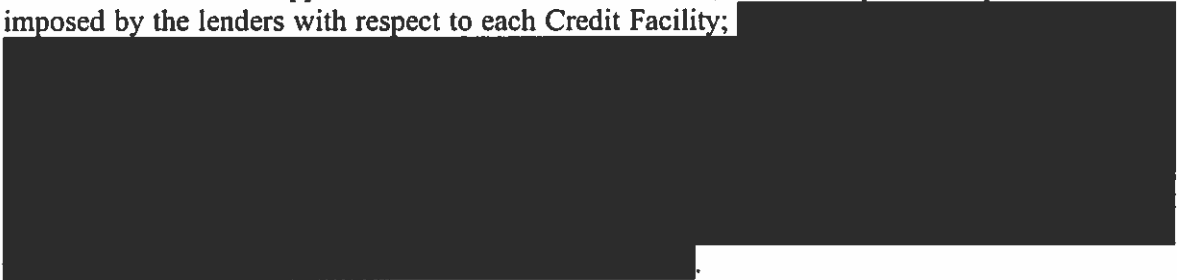
(e) The Management Fee shall be a Partnership Expense and accrue on a daily basis commencing as of the Effective Date and shall be calculated assuming that the aggregate Capital Commitments of all the Limited Partners were committed as of the Effective Date.

(f) Notwithstanding the other provisions of this Section 2.4(f), each quarterly payment of the Management Fee payable to the Management Company shall be reduced, but not below zero (0), [REDACTED], if any, of any transaction fees, break-up fees, commitment fees, underwriting fees, amendment fees, waiver fees, modification fees, monitoring or management fees, directors' fees, consulting fees, advisory fees, closing fees and similar fees, payments or compensation (whether in the form of cash, options, warrants, stock or otherwise) it (or any management/general partner Affiliates) received from any third parties and retained (if not transferred to the Partnership, as applicable) in connection with Partnership Investments (the "Fee Offset Amounts"); provided, however, that for the avoidance of any doubt, in no event shall there be any reduction to the Management Fee pursuant to this Section 2.4(f) in respect of (i) any management or similar fees (including the Management Fee), (ii) any Partnership Expenses (or similar expenses of any other Cerberus Funds or any related AIVs or SPVs), including, without limitation, Partnership Expenses related to the operations team (including [REDACTED]) as described in this Partnership Agreement or Partnership Expenses paid pursuant an Affiliate services agreement pursuant to Section 2.2(c) or Section 2.2(g), (iii) incentive or performance allocations or distributions (including the Incentive Distributions), (iv) payment or reimbursement for any out-of-pocket expenses or other expenses properly borne by any Cerberus Funds or any other party, or (v) return on any investment of capital (or deemed investment of capital). If the Management Fee is not reduced with respect to any Quarterly Period by Fee Offset Amounts as described above because the Management Fee has been reduced to zero (0), such excess amounts shall be carried forward to one or more subsequent Quarterly Periods and applied to reduce the future payments of the Management Fee.

2.5. *No Sales Charges.* No sales charges will be payable to the General Partner, the Management Company or the Partnership in connection with the offering of Interests.

2.6. *Borrowing by the Partnership.*

(a) The Partnership may employ leverage in connection with Partnership Investments and may borrow money or otherwise incur indebtedness including pursuant to one or more credit facilities or other borrowing and any related documents or agreements contemplated thereby or related thereto (each, a "Credit Facility"), in connection with the making of Partnership Investments and/or the funding of Partnership Expenses or for such other purposes as the General Partner may determine, in its sole discretion, to be necessary, desirable or appropriate. The amounts borrowed by the Partnership pursuant to Credit Facilities, and the terms and conditions applicable to such Credit Facilities, will be dependent upon restrictions imposed by the lenders with respect to each Credit Facility;



(b) The Partners hereby expressly acknowledge and agree that all or any of the amounts financed pursuant to any Credit Facility, if any, may be secured by assets of the Partnership, including without limitation Partnership Investments, as well as the Capital Contributions and the Available Capital Commitments of the Partners, and that the Partnership and the General Partner (in its own name or on behalf of the Partnership) shall be authorized to pledge, charge, mortgage, assign, transfer and grant security interests in any rights, titles, interests, remedies, powers, and privileges of the Partnership and/or the General Partner, in each case, directly to any lender or credit party and its agents in connection with a Credit Facility. In furtherance and not in limitation of the foregoing, the Partnership and the General Partner (in its own name or on behalf of the Partnership) shall be authorized to pledge, charge, mortgage, assign, transfer and grant security interests to any lender or credit party in connection with a Credit Facility in (i) all Available Capital Commitments of the Limited Partners, (ii) the General Partner's right to make capital calls and issue Drawdown Notices, collect Capital Contributions, and enforce the Limited Partners' obligations to make Capital Contributions to the Partnership (including, without limitation, the General Partner's right to designate a Limited Partner as a Defaulting Partner and exercise remedies and penalties against a Defaulting Partner), (iii) the Limited Partners' Subscription Agreements and the Limited Partners' obligations to make Capital Contributions thereunder, and (iv) a Partnership collateral account into which the payment by the Limited Partners of Available Capital Commitments are to be made (any such financing involving clause (i), (ii), (iii) and/or (iv) a "Subscription Facility"). The General Partner shall use reasonable efforts to obtain financing in connection with any Credit Facility on commercially reasonable terms, as determined by the General Partner, in its reasonable discretion, at such time.

(c) Each Limited Partner understands, acknowledges and agrees, in connection with any Subscription Facility, that: (i) it shall remain absolutely and unconditionally obligated to fund Capital Contributions duly called by the General Partner or by any lender or credit party under a Subscription Facility (including, without limitation, those required as a result

of the failure of any other Limited Partner to advance funds with respect to a call for a Capital Contribution), without setoff, counterclaim or defense, including without limitation any defense of fraud or mistake, or any defense under any bankruptcy or insolvency law, including Section 365 of the Bankruptcy Code, subject in all cases to the Limited Partners' rights to assert such claims against the Partnership in one or more separate actions; provided that, any such claims shall be subordinate to all payments due to any lender or credit party under a Subscription Facility; (ii) its Subscription Agreement and this Partnership Agreement constitute such Limited Partner's legal, valid and binding obligation, enforceable against such Limited Partner in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting creditors' rights generally and to general principles of equity; and (iii) any lender or credit party under the Subscription Facility is extending credit to the Partnership in reliance on such Limited Partner's funding of its Capital Contributions as such lender's primary source of repayment.

(d) Notwithstanding anything in this Partnership Agreement, its Subscription Agreement or any other agreements between or among any one or more Limited Partners, on the one hand, and the Partnership, the General Partner, the Management Company or one or more Affiliates thereof, on the other hand (any such agreement, an "Other Agreement"), to the contrary, each Limited Partner acknowledges and agrees: (i) that any excuse right or other limitation with respect to any Capital Contribution shall not be applicable with respect to any Drawdown Notice the purpose of which is to repay amounts due under the Subscription Facility, regardless of whether the related Drawdown Notice is issued by the General Partner or any lender or credit party under the Subscription Facility; and (ii) that in the event such Limited Partner is entitled to withdraw from the Partnership pursuant to any provision of this Partnership Agreement, its Subscription Agreement or any Other Agreement, prior to the effectiveness of such withdrawal, such Limited Partner shall be obligated to fund such Capital Contributions as may be required under the terms of the Subscription Facility as a result of such withdrawal; provided, that in no event shall any amounts funded by such Limited Partner exceed its Available Capital Commitment.

2.7. Other Activities.

(a) The General Partner and each Limited Partner acknowledge and agree that in addition to transactions specifically contemplated by this Partnership Agreement, the Partnership, the General Partner and any of its Affiliates are each hereby authorized to purchase property or obtain services from, to sell property or provide services to, or otherwise enter into any transaction with the General Partner or any of its Affiliates, any Limited Partner, any entity underlying any Partnership Investment or any Affiliate of any of the foregoing Persons; provided that, subject to Section 2.1(c), any such transactions between the Partnership and such Affiliates or Limited Partners shall contain terms that are at least as favorable as are generally obtainable on an arm's-length basis and provide for compensation that is competitive with the compensation paid in the industry for comparable services.

(b) No provision of this Partnership Agreement shall be deemed to limit in any respect the ability of any Limited Partner (or Affiliate thereof), in its individual capacity and in addition to its capacity as a Limited Partner of the Partnership, to make investments in any entity in which the Partnership has an interest or otherwise or from providing financing thereto.

(c) In certain circumstances, employees of the General Partner, the Management Company and/or their Affiliates may be permitted to invest in and trade certain types of the securities of entities in which the Partnership has an interest or is considering acquiring an interest; provided that no such employee shall invest in or trade the securities of such entities if such employee has had any opportunity to benefit from any of the private, proprietary or confidential information of Cerberus or the Partnership pertaining to such securities or entities. All employees trading or investing as described in this Section 2.7(c) shall comply with Cerberus' personal securities trading policy.

2.8. *Books and Records; Accounting Methods; Fiscal Year.*

(a) The General Partner shall keep or cause to be kept at the address of the General Partner (or at such other place as the General Partner shall advise the other Partners in writing) full and accurate books of account and financial records of the Partnership, in which there shall be entered all such transactions and other matters relevant to the Partnership's business as are usually entered into books of account and financial records maintained by partnerships engaging in businesses of like character or that are otherwise required by the Partnership Act. Subject to Section 2.10(b), such books and records shall be available, upon reasonable advance notice to the General Partner, for inspection at the offices of the General Partner (or such other location designated by the General Partner, in its sole discretion) at reasonable times during ordinary business hours on any Business Day by each Limited Partner or its duly authorized agents or representatives for a purpose reasonably related to such Limited Partner's Interest in the Partnership. Each Limited Partner agrees that (i) such books and records contain confidential information relating to the Partnership and its affairs, and (ii) the General Partner shall have the right, except as prohibited by the Partnership Act, to prohibit or otherwise limit, in its reasonable discretion, the making of any copies of such books and records.

(b) Except as otherwise expressly set forth in this Partnership Agreement or as may be required by any applicable law, the Partnership's books of account shall be kept in accordance with GAAP.

(c) Unless otherwise required by law, the taxable year of the Partnership for U.S. federal income tax purposes shall end on December 31st. Except as otherwise determined by the General Partner, in its reasonable discretion, the fiscal year of the Partnership for purposes of its financial statements shall be the same as the taxable year of the Partnership for U.S. federal income tax purposes.

(d) The assets and liabilities of the Partnership (including all Partnership Investments) shall be valued in accordance with Cerberus' detailed valuation policies and procedures, as may be modified from time to time. All values assigned to the assets of the Partnership by the General Partner shall be final and conclusive as to the Partnership and the Limited Partners.

2.9. *Certain Tax Matters.*

(a) The General Partner shall cause to be prepared and timely filed all U.S. and non-U.S. tax returns required to be filed for the Partnership. The General Partner, in its sole

discretion, may make or refrain from making any income or other tax elections for the Partnership that it deems necessary, desirable or appropriate; provided, that none of the Partnership, the General Partner and any Limited Partner shall take any action that is inconsistent with the treatment of the Partnership as a partnership for U.S. federal income tax purposes. Each Limited Partner shall be responsible for preparing and filing all tax returns required to be filed by such Limited Partner. Upon request of the General Partner, each Partner agrees to provide to the General Partner information regarding its adjusted tax basis in its interest in the Partnership along with documentation substantiating such amount.

(b) The General Partner is hereby designated as the Partnership's tax matters partner (the "Tax Matters Partner") under Section 6231(a)(7) of the Code. The General Partner is specifically directed and authorized to take whatever steps the General Partner, in its discretion, deems necessary or desirable to perfect such designation, including filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under U.S. Treasury Regulations. Expenses of any administrative proceedings undertaken by the Tax Matters Partner shall be Partnership Expenses. Each Limited Partner who elects to participate in such proceedings shall be responsible for any expenses incurred by such Limited Partner in connection with such participation. The cost of any resulting audits or adjustments of a Limited Partner's tax return shall be borne solely by the affected Limited Partner.

2.10. *Confidentiality.*

(a) Unless otherwise expressly consented to in writing by the General Partner, each Limited Partner agrees not to make any use of (other than for purposes reasonably related to its Interest in the Partnership or for purposes of filing such Limited Partner's tax returns or for other routine matters required by law) or to disclose to any Person (other than such Limited Partner's employees, agents, accountants, advisors (including financial advisors) or representatives responsible for matters relating to the Partnership who agree to be bound by the confidentiality provisions described in this Partnership Agreement), and to keep confidential any non-public information or matter relating to the Partnership, the General Partner, the Management Company, their respective Affiliates or any of the forgoing's respective affairs, including without limitation the identities of the other Partners, all offering materials used in connection with the marketing and private placement of Interests in the Partnership (including without limitation this Partnership Agreement, the Subscription Agreement and any related marketing and other disclosure documents), and any information or matter related to any Partnership Investment, Credit Facility or other business and operations of the Partnership, including but not limited to financial information, valuations, portfolio positions, information regarding potential investments, trade secrets and other confidential and/or proprietary information.

(b) The General Partner may, to the maximum extent permitted by applicable law, keep confidential from any Limited Partner any information, including information requested by such Limited Partner pursuant to Section 2.8 and the identity of one or more Limited Partners, the disclosure of which (i) the Partnership, the General Partner or any of their respective Affiliates is required by law, agreement or otherwise to keep confidential, or (ii) the General Partner reasonably believes may have an adverse effect on (A) the ability to entertain,

negotiate or consummate any potential Partnership Investment or any transaction directly or indirectly related to, or giving rise to, such Partnership Investment, (B) the Partnership, the General Partner or any of its or their Affiliates, or (C) any entity (or any Affiliate of such entity) that is the subject of a Partnership Investment or potential Partnership Investment. Without limiting the effect of the foregoing, the General Partner may, pursuant to clause (i) or (ii) of the immediately-preceding sentence and subject to applicable law, exclude from any report, statement or other document referred to in Section 7.1 delivered or made available to any Limited Partner the valuations of one or more Partnership Investments or other information relating to any entities underlying such Partnership Investments until such time as the General Partner, in its sole discretion, may determine. The General Partner may elect to exercise its right to withhold or exclude information pursuant to this Section 2.10(b) with respect to any or all Limited Partners; provided, however, that, notwithstanding the foregoing, in the event any such withholding or exclusion is based solely on the fact that such Limited Partner is subject to the Kentucky Open Records Act (and not any other constraints or considerations), the General Partner agrees to work with such Limited Partner in good faith to find a format and manner to make such information available to such Limited Partner while still providing satisfactory protection for the confidentiality of such confidential information.

(c) Notwithstanding anything in this Partnership Agreement to the contrary, each Partner (and each employee, representative or other agent of such Partner) may disclose to any and all Persons without limitation of any kind, the U.S. tax treatment and U.S. tax structure of (i) the Partnership, and (ii) any of its transactions, and all materials of any kind (including opinions or other U.S. tax analyses) that are provided to the Partner relating to such U.S. tax treatment and U.S. tax structure.

2.11. *Annual Meeting.* The General Partner may call a meeting of the Partners at such times as it determines, in its sole discretion.

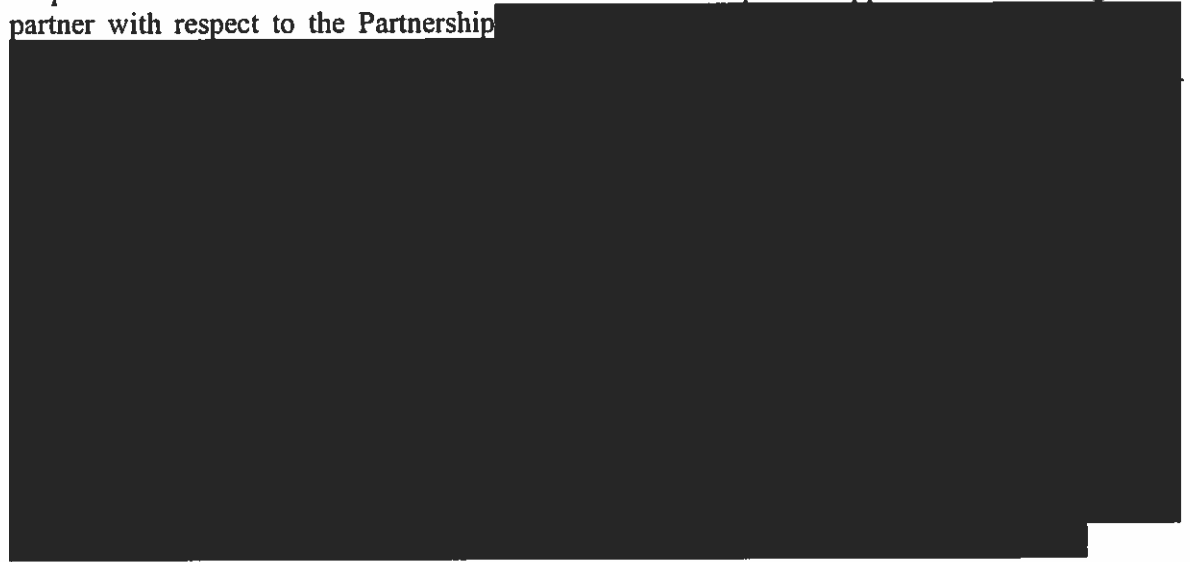
2.12. *Reliance by Third Parties.* Persons dealing with the Partnership are entitled to rely conclusively upon the power and authority of the General Partner (and any Person to whom the General Partner has delegated any such power and authority pursuant to Section 2.1(b)) as set forth in this Partnership Agreement.

2.13. *Removal of the General Partner or Management Company.*

(a) Except as may otherwise be expressly required by applicable law and except as provided in Section 2.13(b), no Limited Partner or group of Limited Partners may remove the General Partner as general partner of the Partnership or the Management Company as the management company for the Partnership.

(b) Notice of the occurrence of any Cause Event shall be provided to Limited Partners by the General Partner or the Management Company within a reasonable time after the occurrence of such Cause Event. Within [REDACTED] the General Partner may be removed as general partner of the Partnership without its consent by the Required Interest of Limited Partners of the Partnership.

(c) If the General Partner is removed pursuant to Section 2.13(b), the Required Interest of the Limited Partners of the Partnership shall appoint a successor general partner with respect to the Partnership



2.14. *Committee to Review Affiliated Transactions.* The General Partner, in its sole discretion, may select one or more Persons who shall not be Affiliates of the General Partner to serve on a committee, the purpose of which is to consider and, on behalf of the Limited Partners, approve or disapprove, to the extent required by applicable law or deemed advisable by the General Partner, principal transactions, certain other related-party transactions and certain other transactions and matters; provided that the General Partner shall not be obligated to form such a committee; provided further that the General Partner may disband any such committee at any time. The Person(s) so selected may be exculpated and indemnified by the Partnership in the same manner and to the same extent as the General Partner is exculpated and indemnified by the Partnership. To the extent such Person or committee is asked to approve any matter, such approval will be binding on all Limited Partners. The decision to form or seek the approval of any committee as described in this Section 2.14 shall be made by the General Partner, in its sole discretion.

2.15. *Temporary Investment of Funds.* The General Partner shall have the right to invest any cash held by the Partnership in interest-bearing instruments or accounts, including (a) debt instruments issued or guaranteed by the U.S. government or its agencies or instrumentalities (or repurchase agreements covering such instruments), (b) commercial paper rated at least "A-1" by Standard & Poor's Rating Group or "P-1" by Moody's Investors Service, Inc., (c) interest-bearing deposits in commercial banks, savings and loan associations, brokerage firms or other financial institutions with a total capital and surplus of at least Five Hundred Million Dollars (\$500,000,000), (d) bankers' acceptances or overnight time deposits (whether or not insured), (e) money market funds with assets of at least One Hundred Million Dollars (\$100,000,000), and (f) similar quality short-term investments (other than derivatives) selected by the General Partner. Such short-term investments may include without limitation investments in money market funds or cash equivalent investments. Cash held by the Partnership includes all amounts being held by the Partnership for future investment in Partnership Investments, payment of Partnership Expenses, distribution to the Partners or reserves. Notwithstanding the foregoing,

the General Partner shall not be obligated to invest any cash retained by the Partnership and, in its sole discretion, may retain such cash in interest-bearing or non-interest bearing accounts of the Partnership.

ARTICLE 3 INVESTMENTS; ALTERNATIVE VEHICLES

3.1. *Partnership Investments Generally.*

(a) Subject to Section 3.2 and Article 6, the General Partner, in its sole discretion, may make Partnership Investments.

(b) The investment period of the Partnership (the "Investment Period") shall have an initial term (the "Initial Term") commencing as of the Effective Date and continuing until [REDACTED], unless earlier terminated in accordance with Section 9.2. Thereafter, unless earlier terminated as provided in Section 9.2, the Investment Period shall continue indefinitely during the term of the Partnership until terminated as provided below. The Investment Period may be terminated (i) by the Limited Partner [REDACTED]

or (ii)

by the General Partner [REDACTED]

[REDACTED]. During the Investment Period, the Partnership may make Partnership Investments. During the Investment Period, capital may be called as deemed necessary, desirable or appropriate by the General Partner, in its sole discretion and in good faith, including without limitation for Partnership Investments, liabilities (including expenses), establishing or maintaining reserves (including reserves to make investments), Tax Distributions and retention of cash on hand.

3.2. *Investment Limitations.* The Partnership shall be subject to the following restrictions:

[REDACTED]

[REDACTED]

3.3. *Alternative Investment Vehicles.*

(a) If the General Partner determines that for legal, tax, regulatory or other similar reasons it is in the best interests of the Limited Partners to participate in a potential Partnership Investment(s) through an alternative investment structure or structures, then the General Partner may structure all or a part of such Partnership Investment(s) by making such Partnership Investment(s) outside of the Partnership by requiring some or all of the Limited Partners to make Capital Contributions in respect of such Partnership Investment(s) through a partnership or other vehicles (each, an "AIV") that will invest in lieu of the Partnership.

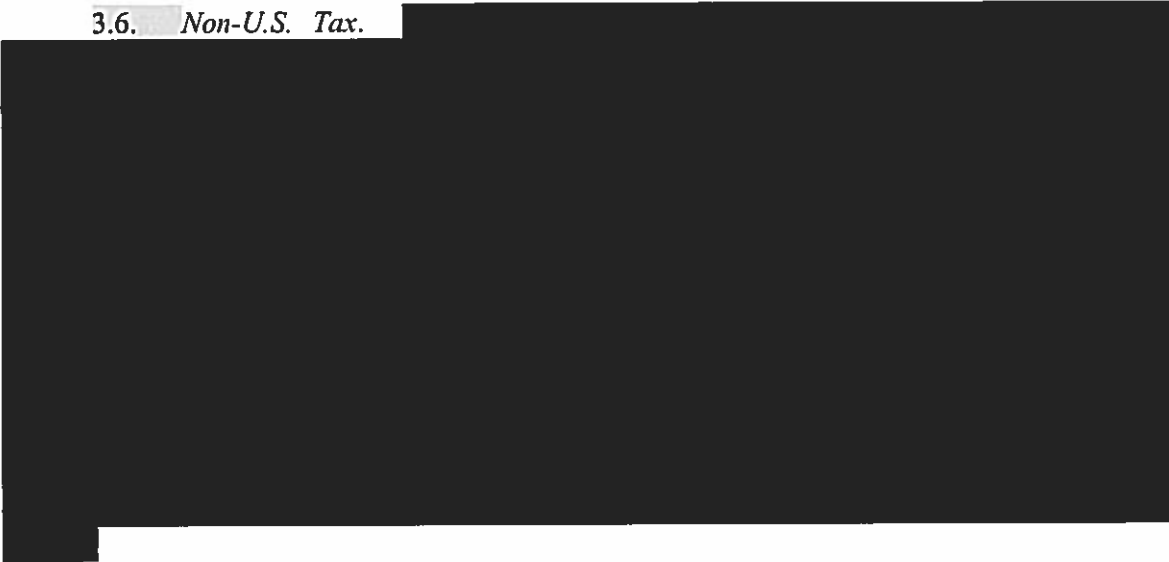
(b) In the event the General Partner utilizes an AIV to invest in lieu of the Partnership as described above, the General Partner shall deliver to the Limited Partners an opinion of counsel to the effect that investing through such AIV will in no material way expand the liabilities or obligations of the Limited Partners that might otherwise exist under this Agreement or otherwise jeopardize its limited liability. In these circumstances, each Limited Partner may be required to make Capital Contributions directly to such AIV to the same extent, for the same purposes and on the same terms and conditions as Limited Partners are required to make Capital Contributions to the Partnership, and such Capital Contributions shall reduce the Available Capital Commitment of such Limited Partner to the same extent as if Capital Contributions were made to the Partnership with respect thereto. To the maximum extent practicable, each Limited Partner will have the same economic interest in all Partnership Investments made pursuant to this Section 3.3(b) as such Limited Partner would have had if such Partnership Investment(s) had been made by the Partnership, and the provisions of this Partnership Agreement regarding distributions and allocations will be applied as if such Partnership Investment(s) had been made by the Partnership, and the other terms of the organizational documents of any AIV will, to the extent reasonably practicable, be substantially similar in all material respects to those of the Partnership; provided, however, that notwithstanding anything to the contrary herein, in circumstances in which an AIV is utilized on behalf of one but not all Limited Partners, all costs and expenses attributable to the organization and operation of, and the ownership of the Partnership Investment(s) by the AIV shall be allocated to the Limited Partner investing through such entity and the comparable costs and expenses of the Partnership attributable to the portion of the Partnership Investment not made through the AIV shall be allocated to the Limited Partner(s) not investing through the AIV. For the avoidance of doubt, the General Partner covenants that an AIV shall not be implemented for the purpose of providing the General Partner and Management Company compensation greater than the amounts that would be payable hereunder if such AIV was not utilized. The General Partner intends that each Limited Partner shall have the same pre-tax return (except to the extent

such return differs based on the costs and expenses associated with the organization and operation of an AIV) regardless of whether a Limited Partner participates in a Partnership Investment through the Partnership or an AIV. Each Limited Partner shall take such actions and execute such documents as the General Partner determines is needed to accomplish the foregoing purposes of this Section 3.3(b). The General Partner shall provide to the Limited Partners the constituent documents of any AIV through which the Limited Partners are required to invest pursuant to this Section 3.3(b) as soon as reasonably practicable.


3.4. *Competing Funds.* The Limited Partners acknowledge that Cerberus currently manages a number of other Cerberus Funds, some of which have investment programs substantially similar to the investment program of the Partnership, and that nothing in this Partnership Agreement, the Subscription Agreement or any other document shall restrict the ability of Cerberus to continue the management of such Cerberus Funds or any other Cerberus Funds or to engage in any other business activity. In furtherance and not in limitation of the foregoing, no provision of this Partnership Agreement, the Subscription Agreement of any Limited Partner or any Other Agreement shall (i) limit the ability of the General Partner or any of its Affiliates to at any time, without regard to the amount of the Partnership's Capital Commitments that have been invested, create, establish, manage, solicit investors for or otherwise participate in, any other Cerberus Fund, including, without limitation, any existing or yet to be formed Cerberus Funds with similar investment programs, or (ii) require any consent or approval of the Limited Partner in connection therewith.

3.5. *Investment Allocation.* Investment decisions for and allocations with respect to the Partnership shall be made in accordance with Cerberus' investment allocation policy and procedures, as such policy and procedures are in effect at the time of such decision or allocations.

3.6. *Non-U.S. Tax.*



3.7. *Limited Liability in Foreign Jurisdictions.*



ARTICLE 4
EXPENSES; FEES

4.1. *Definition and Payment of Partnership Expenses.* The Partnership shall be responsible for and shall pay all Partnership Expenses. As used herein, the term "Partnership Expenses" means all expenses or obligations of the Partnership (including, for the avoidance of any doubt, any subsidiary, AIV and/or SPV) or otherwise incurred by the General Partner in connection with this Partnership Agreement, including but not limited to:

(a) all expenses of organizing the Partnership, including but not limited to filing fees, legal and accounting fees, printing costs, travel and out-of-pocket expenses and all other costs and expenses incurred in connection with the formation of the Partnership and the offering of Interests (collectively, the "Organizational Expenses");

(b) all fees, costs and expenses associated (directly or indirectly) with the negotiation, financing (including all amounts borrowed pursuant to each Credit Facility as described in Section 2.6(a)), sourcing, acquiring, holding, monitoring, hedging, settling and disposing of investments or proposed investments and other transaction costs, including but not limited to transaction fees, consulting, advisory, due diligence, investment banking, legal and other professional fees and expenses related to investments or proposed investments, all costs and expenses related to loan origination, servicing and management (including the costs of any agents and service providers, which may be Affiliates or third parties), interest and principal payments due to any lenders or other financing sources, "broken-deal" or failed transaction expenses (including, without limitation, the Partnership's allocable share of any such expense in connection with any failed syndication of any investment or proposed investment), brokerage fees and commissions, clearing and settlement charges, custodial fees, appraisal fees and expenses, information-related expenses, investment-related travel and entertainment expenses and certain expenses of as described below;

(c) all other expenses of the Partnership incurred in connection with the activities, operation and administration of the Partnership, including but not limited to:

- (i) the maintenance of the Partnership's books and records;
- (ii) the costs of any reporting to the Limited Partners including the preparation and delivery to the Limited Partners of financial reports and other information;
- (iii) reasonable expenses incurred in connection with any meetings of the Limited Partners and reasonable expenses of the members and meetings of any committee formed pursuant to Section 2.14;
- (iv) expenses incurred in connection with the dissolution, liquidation, and termination of the Partnership;

(v) the costs of any insurance including general partner liability insurance, directors and officers insurance, errors and omissions insurance, and other insurance policies with respect to the Partnership's business and affairs;

(vi) extraordinary expenses including litigation-related expenses, and expenses in connection with Indemnification Obligations of the Partnership with respect to any Person, whether payable in connection with a Proceeding involving the Partnership or otherwise, and including the amount of any judgment or settlement paid in connection therewith;

(vii) the Management Fees;

(viii) expenses incurred in the collection of monies owed to the Partnership;

(ix) all entity-level taxes, fees or other governmental charges (including any entity-level taxes, fees or other governmental charges levied against any AIV or SPV);

(x) expenses incurred in connection with the formation, organization, and operation of any AIV or SPV (for the avoidance of doubt, expenses incurred pursuant to this clause shall be deemed not to be Organizational Expenses);

(xi) third-party consulting and research fees and expenses;

(xii) expenses incurred in connection with the registration, qualification, or exemption of the Partnership under any applicable U.S. federal, state or non-U.S. laws;

(xiii) expenses incurred in connection with the preparation of amendments to this Partnership Agreement;

(xiv) the costs and expenses of hedging activities (to the extent that the Partnership engages in hedging activities);

(xv) third-party operating fees, costs and expenses, including without limitation, those relating to administration (including the fees and expenses of the Administrator), legal, accounting, audit, transaction costs, investment diligence (including the costs of commercial travel by the General Partner, Management Company and/or other Persons but excluding the cost of private planes), asset appraisal, asset servicing, valuations and related matters;



[REDACTED]

[REDACTED]

[REDACTED]

4.2. *Responsibility for Certain Partnership Expenses among the Partners.* The Partners agree that, as among the Partners, responsibility for the following Partnership Expenses shall be determined as set forth in this Section 4.2 at such time after such Partnership Expenses arise as determined by the General Partner, in its sole discretion:

(a) with respect to a Partnership Investment for which any AIV is formed, the Partnership Expenses attributable to such AIV shall be allocated to and funded by only those Partners who participate in such AIV;

(b) the Management Fees for any Quarterly Period shall be charged and funded in the manner set forth in Section 2.4; and

(c) notwithstanding anything in this Partnership Agreement to the contrary, the General Partner may determine that any Partnership Expense shall be funded by the Partners on a basis other than as provided in this Partnership Agreement; provided that such alternative basis shall be more equitable than the basis that would otherwise apply pursuant to this Partnership Agreement, as determined by the General Partner in its good faith and reasonable discretion. With respect to any Partnership Expense funded in accordance with this Section 4.2(c), the General Partner shall notify each Partner funding such Partnership Expense that this Section 4.2(c) applies and shall describe the reasons for such determination.

4.3. *Reimbursement for Partnership Expenses.* Except as otherwise expressly provided in this Partnership Agreement, the Partnership shall reimburse the General Partner and/or its Affiliates, as applicable, for all Partnership Expenses incurred by one or more of them on behalf of the Partnership, to the extent not reimbursed to the General Partner or such Affiliate by a borrower.

4.4. *Amortization of Organizational Expenses.* The General Partner may amortize the Organizational Expenses (including offering expenses) incurred by the Partnership for up to a sixty (60) month period for accounting purposes (notwithstanding that amortization of such expenses over a period that is up to sixty (60) months is a divergence from GAAP, which could, in certain circumstances, result in a qualification of the Partnership's annual audited financial statements because GAAP requires that such expenses be treated as an expense when incurred).

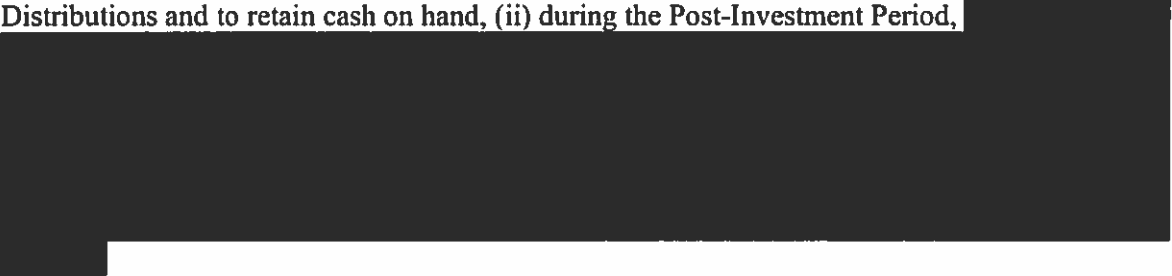
The General Partner believes that the impact on the Partnership's results from this departure from GAAP will not be material and that, in any event, such accounting treatment is more equitable to the Partners. However, in such instances, the General Partner may decide to: (a) avoid the qualification by recognizing the unamortized Organizational Expenses, or (b) make GAAP conforming changes for financial reporting purposes, but amortize Organizational Expenses for purposes of calculating the Partnership's net asset value. In the event of termination of the Partnership, remaining unamortized Organizational Expenses (if any) will be recognized.

4.5. *Good Faith Deposits.* The Partners agree that the General Partner and/or Affiliates of the General Partner may from time to time receive good faith deposits used to pay due diligence expenses.

ARTICLE 5 CAPITAL CONTRIBUTIONS AND CAPITAL COMMITMENTS

5.1. Capital Contributions; Capital Commitments; Return of Distributions.

(a) Each Partner hereby agrees to make Capital Contributions (including amounts of unused Capital Contributions previously returned to the Partners pursuant to Section 5.1(c)) in connection with Drawdown Notices issued by the General Partner pursuant to Section 5.2(a) from time to time (i) during the Investment Period, as deemed necessary, desirable or appropriate by the General Partner, in its sole discretion, including, without limitation, to make Partnership Investments, to fund liabilities (including Partnership Expenses), to establish and/or maintain reserves (including reserves to make Partnership Investments), to make Tax Distributions and to retain cash on hand, (ii) during the Post-Investment Period,



(b) No Limited Partner shall be required to make any Capital Contribution if, at the time such Capital Contribution is to be made, it would exceed such Limited Partner's Available Capital Commitment; provided that, this Section 5.1(b) shall not eliminate any other obligation or liability of a Limited Partner hereunder, including pursuant to Sections 1.5, 5.3 or 10.2.

(c) Unused Capital Contributions may be returned by the Partnership to the Partners at such times as the General Partner, in its sole discretion, may determine. Any such unused Capital Contributions returned to the Partners shall be treated as if never called and shall correspondingly increase such Partner's Available Capital Commitments and again be available to be called pursuant to a Drawdown Notice issued by the General Partner pursuant to Section 5.2(a).

(d) Amounts distributed by the Partnership to the Partners during the Investment Period may be recalled from the Partners from time to time during the Investment Period in the sole discretion of the General Partner on not less than seven (7) Business Days' advance written notice. Distributions may also be recalled as set forth in Section 1.5. Distributions that are recalled pursuant to this Partnership Agreement (including pursuant to Section 1.5 and this Section 5.1(d)) shall not be deemed to be Capital Contributions and shall not reduce a Partner's Available Capital Commitment. Amounts described in this Section 5.1(d) shall be due on not less than seven (7) Business Days' advance written notice. Any distributions that are recalled and returned to the Partnership will be taken into account for purposes of future distributions pursuant to Article 6 and in determining whether the respective thresholds for each tier of the distribution waterfall have been met with respect to such distributions.

5.2. Drawdown Procedures; Drawdown Notices.

(a) Each Partner shall, except as otherwise provided in Section 1.6 and this Article 5, make Capital Contributions in such amounts and at such times as the General Partner shall specify in notices (each a "Drawdown Notice") delivered from time to time to such Partner. All Capital Contributions shall be paid to the Partnership in immediately available funds in U.S. dollars by noon (New York City time) on the date specified in the applicable Drawdown Notice.

(b) Except as otherwise provided in Sections 5.2(d) and 5.2(e), each Drawdown Notice to a Partner shall specify (i) the required Capital Contribution to be made by such Partner; (ii) the date (the "Drawdown Date") on which such Capital Contribution is due, which Drawdown Date shall be at least seven (7) Business Days after the date of delivery of the Drawdown Notice; and (iii) the Person and the account to which such Capital Contribution shall be paid.

(c) Subject to the other provisions of this Section 5.2 and Sections 1.6, 4.2 and 5.3, with respect to each Drawdown Notice, the General Partner and each Limited Partner shall be required to make a Capital Contribution equal to the product of (i) the fraction calculated by dividing such Partner's Available Capital Commitment at such time by the aggregate amount of the Available Capital Commitments of all Partners at such time *multiplied by* (ii) the aggregate amount of Capital Contributions to be made by all the Partners in respect of such Drawdown Notice.

(d) If, in connection with the making of any Partnership Investment or the payment of any Partnership Expense in respect of which a Drawdown Notice has been delivered, the General Partner, in its reasonable discretion, determines that it is necessary, desirable or appropriate to increase the required Capital Contribution to be made by any Partner in connection therewith (including as a consequence of the provisions of Section 5.3), the General Partner shall deliver an additional Drawdown Notice to such Partner amending the original Drawdown Notice and specifying:

(i) the amount of the increase in the required Capital Contribution to be made by such Partner; and

(ii) the Drawdown Date with respect to the amount of the increase in the required Capital Contribution if different from the Drawdown Date specified in the original Drawdown Notice, provided that the Drawdown Date with respect to the amount of such increase shall be at least seven (7) Business Days after the date of delivery of such additional Drawdown Notice.

(e) Any increase in the required Capital Contribution of the General Partner (or its Affiliates) and each Limited Partner specified in the original Drawdown Notice shall be calculated in accordance with Section 5.2(c) (after giving effect to Section 5.3 and subject to Sections 1.6 and 4.2, as appropriate) with respect to the amount of such increase.

5.3. *Default by Limited Partners.*

(a) The General Partner and each Limited Partner agrees that contributions of its required Capital Contributions, and payment of any other amounts required pursuant to this Partnership Agreement, when due is of the essence, and any failure by any Limited Partner to contribute or pay the full amount when due would cause injury to the Partnership, the General Partner and the other Limited Partners. If at any time a Limited Partner shall default with respect to its obligation to contribute the full amount of its Capital Contribution, or the return of a prior distribution or payment of any other amount required pursuant to this Partnership Agreement, when due (a "Default"), the amount of such Default (the "Default Amount") shall accrue interest commencing on the date that the relevant amount was due at the lesser of (i) fifteen percent (15%) per annum, and (ii) the maximum rate permitted by applicable law. Interest paid or otherwise recovered on the Default Amount shall be allocated and distributed to the non-defaulting Limited Partners and/or the General Partner as and when determined by the General Partner, in its sole discretion, and unless otherwise determined by the General Partner, shall not be considered Distributable Cash.

(b) Upon the occurrence of any Default, the General Partner shall promptly notify the defaulting Limited Partner of the occurrence thereof. If such Limited Partner shall not have cured such Default within five (5) Business Days after such notice, unless otherwise waived by the General Partner, in its sole discretion, such Default shall be deemed to have become an "Event of Default," and such defaulting Limited Partner shall be deemed a "Defaulting Partner." Unless otherwise determined by the General Partner, in its sole discretion, a Defaulting Partner shall forfeit all of its voting and approval rights pursuant to this Partnership Agreement and such Defaulting Partner's Interest shall not be included when calculating any requisite vote or approval thresholds as described in Section 11.2(b), and any determination, consent or approval that would otherwise require the consent of the Defaulting Partner may be made by the General Partner in good faith and its reasonable discretion. In addition, upon the occurrence of any Event of Default, the General Partner, in its sole discretion, may, but shall not be required to, elect to take one or more of the following actions (in addition to the collection of interest as set forth above):

(i) suspend any distributions to the Defaulting Partner pending resolution of such Event of Default;

(ii) cause the Defaulting Partner to forfeit all or any portion of distributions from the Partnership made or that would otherwise be made after such Event of Default and make such forfeited distributions to the Partners other than the Defaulting Partner *pro rata* based on capital contributions in accordance with the distribution provisions described in Section 6.1;

(iii) cause distributions that would otherwise be made to the Defaulting Partner to be credited against the Default Amount;

(iv) cause the Defaulting Partner to forfeit its right to participate in any Partnership Investment made by the Partnership after such Event of Default;

(v) prohibit the Defaulting Partner from sharing in any gains on investments made prior to and after the Event of Default;

(vi) reduce or cancel the remaining unfunded Capital Commitment of the Defaulting Partner on such terms as the General Partner, in its sole discretion, determines;

[REDACTED]

(viii) institute proceedings to recover the Default Amount; and/or

(ix) cause a forced transfer or sale of the Defaulting Partner's Interest in the Partnership to other Partners or third parties (which may include one or more affiliates of the General Partner or the Management Company) for any price (which price may be less than fair value), as determined in the sole discretion of the General Partner.

(c) The General Partner may, in its sole discretion, apply different remedies to different Defaulting Partners. Notwithstanding the exercise of any of the remedies in this Section 5.3, a Defaulting Partner will continue to share in the expenses and losses of the Partnership and remain obligated to make contributions to the Partnership and return distributions to the Partnership, as required by the General Partner pursuant to this Partnership Agreement, unless the General Partner elects, in its sole discretion, to reduce or terminate such Defaulting Partner's remaining Capital Commitment and obligations to the Partnership. To the extent that the General Partner elects to reduce or terminate a Defaulting Partner's remaining Capital Commitment, the General Partner may still require such Defaulting Partner to remain obligated to make contributions with respect to Partnership expenses and liabilities, including Management Fees, and to return distributions when recalled in accordance with this Partnership Agreement.

(d) In addition to the other rights described in this Section 5.3, the General Partner will have the right to take any or all of the following actions in order to cover the amount of any shortfall in Capital Contributions arising from the Default of a Limited Partner: (a) require Partners other than the Defaulting Partner to make additional Capital Contributions in an aggregate amount equal to the amount of any shortfall created by such Default (but not to

exceed each such Partner's remaining Available Capital Commitment and with no Capital Contributions required to pay for Management Fees attributable to the Defaulting Partner's Interest unless agreed to by such Partner); (b) give an opportunity to all Partners other than the Defaulting Partner to fund such shortfall amount outside of their capital commitments; (c) obtain a loan from any Partner (other than the Defaulting Partner), from an Affiliate of the General Partner or the Management Company, or a third party; or (d) admit one or more additional Limited Partners.

(e) The rights and remedies referred to in this Section 5.3 shall be in addition to, and not in limitation of, any other rights available to the General Partner or the Partnership under this Partnership Agreement or at law or in equity. An Event of Default by any Limited Partner in respect of any Capital Contribution shall not relieve any other Limited Partner of its obligation to make Capital Contributions pursuant to this Partnership Agreement. In addition, unless otherwise determined by the General Partner, in its sole discretion, or as required pursuant to the exercise of one or more of the remedies set forth in Section 5.3(b), an Event of Default by such Defaulting Partner shall not relieve such Defaulting Partner of its obligation to make Capital Contributions or return distributions subsequent to such Event of Default. In no event shall the General Partner be liable to the Partnership or any Partner for any exercise, or any omissions to exercise, in whole or in part, any of the remedies described in this Section 5.3 with respect to any Event of Default or with respect to any individual Limited Partner.

5.4. *Certain Exclusion Circumstances.*

(a) If, at any time during the term of the Partnership, the General Partner reasonably determines that any further participation by one or more Limited Partners in the Partnership's affairs or in a particular Partnership Investment or category of Partnership Investments would violate applicable law or regulations or result in a material adverse effect to the Partnership, the other Limited Partners or the General Partner (including without limitation a determination by the General Partner that such further participation by such Limited Partner could cause confidential information regarding the Partnership or any Partnership Investment to become available to the public), the General Partner, in its sole discretion, may (i) cancel the Available Capital Commitment of such Limited Partner on such terms as the General Partner determines in its discretion (which may include leaving such Limited Partner obligated to make Capital Contributions with respect to Partnership Expenses up to the amount of such Limited Partner's Available Capital Commitment immediately prior to the time such Available Capital Commitment is so canceled), and/or (ii) exclude such Limited Partner from participating in one or more future Partnership Investments; provided, however, that in the event that any such exclusion from a Partnership Investment would be based solely on the fact that such Limited Partner is subject to the Kentucky Open Records Act (and not any other constraints or considerations), the General Partner agrees to work with such Limited Partner in good faith to find a means to avoid exclusion of such Limited Partner on such basis while still providing satisfactory protection for the confidentiality of the applicable information with respect to such Partnership Investment.

(b) In the event that the General Partner applies the provisions of clause (i) or clause (ii) of Section 5.4(a) to one or more Limited Partners, to the extent determined appropriate by the General Partner in its reasonable discretion, (i) each such Limited Partner shall cease to

have the right, pursuant to this Partnership Agreement and the Partnership Act, to obtain information regarding the Partnership and its affairs, other than the information (or applicable portions of information) furnished to such Limited Partner pursuant to Article 7 to the extent (and solely to the extent) still relevant to such Limited Partner's Interest, and (ii) each such Limited Partner shall not be entitled to vote and each such Limited Partner's Capital Commitment shall be disregarded in the same manner as with respect to any Defaulting Partner pursuant to Section 11.2(b) for the purposes of any provision of this Partnership Agreement requiring the approval of Partners (except Section 11.1(c)), or any other provision of this Partnership Agreement, and any determination, consent or approval that would otherwise require the consent of the Defaulting Partner may be made by the General Partner in good faith and its reasonable discretion, except as required by the Partnership Act or other applicable law and unless any such vote or approval has a material adverse effect on such Limited Partner's interests in Partnership Investments existing at the time of such action by the General Partner pursuant to this Section 5.4(b).

(c) Except as specified in Section 5.4(b), any action taken by the General Partner with respect to any Limited Partner pursuant to clause (i) or clause (ii) of Section 5.4(a) shall have no effect on (i) such Limited Partner's interests in, and, except as otherwise specifically provided in Section 5.4(b), rights and obligations with respect to, Partnership Investments existing at the time of such action, or (ii) except as otherwise specifically provided in Section 5.4(b), such Limited Partner's rights and obligations under this Partnership Agreement, including its obligations under Section 2.10. Any such action shall not constitute a withdrawal from the Partnership within the meaning of the Partnership Act. The General Partner shall not be liable to any Limited Partner if the General Partner, in its sole discretion, determines not to apply the provisions of this Section 5.4 in whole or in part, to any Limited Partner.

ARTICLE 6

CAPITAL ACCOUNTS; DISTRIBUTIONS; ALLOCATIONS

6.1. *Distributions.* Subject to Sections 5.3, 6.2 and 9.5 and the other sections of this Article 6, distributions of Distributable Cash made pursuant to this Partnership Agreement shall be distributed on a Partner-by-Partner basis as follows (and amounts withheld for taxes shall be treated as distributions for purposes of the calculations described below):

(a) Subject to Sections 6.1(b) and 6.1(c) below, during the Investment Period, the General Partner may (but shall not be required to) apportion and distribute Distributable Cash as set forth below at any time and from time to time, as, when and if determined in the General Partner's sole discretion. During the Post-Investment Period, the General Partner shall apportion and distribute, as set forth below, all Distributable Cash, if any, no less frequently than each Quarterly Period. The General Partner shall tentatively apportion such Distributable Cash among all Partners based on each Partner's respective allocable share thereof determined in accordance with Section 6.1(d). One hundred percent (100%) of any such amount tentatively-apportioned to the General Partner, if any, shall be distributed to the General Partner. The amounts tentatively-apportioned to the Limited Partners shall be distributed, on a Limited Partner-by-Limited Partner basis, as follows:

(i) first, one hundred percent (100%) of such tentatively-apportioned amounts shall be distributed to such Limited Partner to the extent necessary so that such Limited Partner shall have received cumulative aggregate distributions (including all prior distributions of Distributable Cash pursuant to this Section 6.1(a)(i)) equal to [REDACTED];

(ii) second, one hundred percent (100%) of any remaining tentatively-apportioned amounts shall be distributed to such Limited Partner to the extent necessary so that such Limited Partner shall have received [REDACTED];

(iii) third, one hundred percent (100%) of any remaining tentatively-apportioned amounts shall be distributed to the General Partner to the extent necessary so that the General Partner shall have received cumulative aggregate distributions (in respect of such Limited Partner) pursuant to this Section 6.1(a)(iii) (including all prior distributions of Distributable Cash pursuant to this Section 6.1(a)(iii)) in an amount equal to [REDACTED]; and

(iv) thereafter, [REDACTED] of such remaining tentatively-apportioned amounts shall be distributed to such Limited Partner, and [REDACTED] of such remaining tentatively-apportioned amounts shall be distributed to the General Partner.

(b) Notwithstanding the foregoing, [REDACTED] (each such date, an "Interim GP Distribution Date"), to the extent that, as of such Interim GP Distribution Date, the net asset value of the Partnership exceeds the aggregate amount of all Partners' Capital Contributions, *plus* the aggregate amount of the Preferred Return then corresponding to all Limited Partners (such amount, the "Threshold Amount") as of such Interim GP Distribution Date, the General Partner, in its sole discretion, may (but shall not be required to) distribute to itself Distributable Cash pursuant to this Section 6.1(b) in an amount up to (but not in excess of) the amount necessary so that the General Partner shall have received cumulative aggregate Incentive Distributions (including for purposes of such calculation Interim GP Distributions and Tax Distributions to the extent actually distributed to the General Partner, and excluding for purposes of such calculation distributions returned by the General Partner) equal to [REDACTED] of the Aggregate Accrued Incentive Amount (such distributions to the General Partner pursuant to this Section 6.1(b), "Interim GP Distributions"). Interim GP Distributions shall be distributed to the General Partner on or after each Interim Distribution Date, in a single distribution or in installments, as determined by the General Partner, in its sole discretion, and, in the case of installments, in such installment amounts as determined by the General Partner, in its sole discretion; provided, however, that in the event that all or any portion of an applicable Interim GP Distribution is not made to the General Partner prior to [REDACTED]

[REDACTED], the General Partner shall no longer be entitled to distribution pursuant to this Section 6.1(b) of such prior undistributed Interim GP Distribution (or portion thereof, as applicable), but instead will be entitled to the applicable Interim GP Distribution amount based on the calculation as of such Subsequent Interim GP Distribution Date. Any Interim GP Distributions distributed to the General Partner shall correspondingly reduce the amount of any subsequent Incentive Distributions that would otherwise be made to the General Partner pursuant to Section 6.1; provided, however, that in no event shall Interim GP Distributions be subject to any return of distributions by the General Partner pursuant to Section 9.6.

(c) During the Investment Period, from and after the [REDACTED]

[REDACTED], the General Partner shall use commercially reasonable efforts (including seeking approval, as necessary, from the Partnership's Credit Facility lenders) to be able to distribute to Partners, in accordance with the distribution waterfall set forth in Section 6.1(a), Distributable Cash in an aggregate amount [REDACTED]

of [REDACTED]

[REDACTED] (such distributions, the "Rebalancing Distributions"); provided, however, that in the event that (i) there is insufficient Distributable Cash to make the Rebalancing Distributions and any applicable Interim GP Distributions and Tax Distributions, the Interim GP Distributions and Tax Distributions shall take priority; or (ii) the General Partner determines, in good faith and in its discretion, that making all or part of a Rebalancing Distribution in a given calendar year would be imprudent or detrimental to the Partnership, the General Partner may reduce the amount of the Rebalancing Distribution in such calendar year or refrain from making a Rebalancing Distribution in such calendar year and, accordingly, shall have no obligation to make such Rebalancing Distribution. Rebalancing Distributions may be distributed in a single distribution or in installments during the applicable calendar year, as determined by the General Partner, in its sole discretion, and, in the case of installments, in such installment amounts as determined by the General Partner, in its sole discretion. Any Rebalancing Distributions shall be treated in all respects like any other distributions of Distributable Cash distributed pursuant to Section 6.1(a), including being subject to return by Limited Partners pursuant to Sections 1.5, 5.1(d), 6.7 and 8.2. For the avoidance of doubt, any Rebalancing Distributions not distributed during a calendar year shall not be carried forward to the next calendar year; Rebalancing Distributions for the next calendar year shall be calculated as set forth above.

(d) The General Partner shall determine the amount of any Distributable Cash (or net income, as applicable) attributable to each Partner based on each such Partner's allocable share of the proceeds received from any investment, deducting therefrom (i) an allocable portion of Partnership Expenses and reserves (with Partnership Expenses and reserves related to a particular investment being allocated to such Partner in accordance with its interest in such investment in accordance with Section 4.2), and (ii) the Management Fee paid or payable with respect to such Partner for such period, all as the General Partner shall reasonably determine. A Partner's allocable share of Distributable Cash (or net income, as applicable) shall be reasonably determined by the General Partner based on the portion of the cost of such investment funded out of Capital Contributions (or reinvestment of investment proceeds) attributable to such Partner.

(e) To the extent that a Limited Partner does not participate in any Partnership investment, such Limited Partner will not be entitled to any distributions with respect to such investment and the distribution waterfall set forth above shall be adjusted accordingly.

(f) For the avoidance of doubt, any distributions that are actually recalled and returned to the Partnership, including pursuant to Sections 1.5, 5.1(d), 6.7 or 8.2, shall be taken into account for purposes of future distributions pursuant to the distribution waterfall set forth above and in determining whether the respective thresholds for each tier of the waterfall have been met with respect to such distributions, and any such returned distributions that represented returns of Capital Contributions (as opposed to returns on capital) shall be treated again as Capital Contributions from the date of such return solely for purposes of calculating any Preferred Return thereon, but shall not reduce the amount of any Available Capital Commitment.

(g) The General Partner shall have the right to reduce, waive, assign, participate or otherwise share the Incentive Distributions chargeable with respect to any Limited Partner (including any Affiliate of the General Partner or the Management Company) without the consent of, or notice to, any other Limited Partner.

6.2. *Tax Distributions.* The General Partner, in its sole discretion, may cause the Partnership to distribute on a quarterly basis tax distributions ("Tax Distributions") in cash to the General Partner in respect of any fiscal year during the term of the Partnership. Such Tax Distributions shall be distributed to the General Partner in amounts sufficient to enable the members of the General Partner to discharge any U.S. federal, state and local and non-U.S. tax liabilities (excluding penalties) from any items of income, gain, expense, loss or credit arising out of the General Partner's participation in the Partnership, including the General Partner's receipt of Incentive Distributions from the Partnership, and determined by assuming the applicability of the highest combined effective marginal U.S. federal, state and local income tax rates applicable to an individual resident in New York, New York. Tax Distributions distributed to the General Partner shall correspondingly reduce the amount of any subsequent Incentive Distributions that would otherwise be made to the General Partner pursuant to Section 6.1, but shall not be subject to any return of distributions by the General Partner.

6.3. *Withholding of Certain Amounts.* The General Partner, in its sole discretion, may, without duplication, (a) withhold from any distribution of cash or property in-kind to any Limited Partner pursuant to this Partnership Agreement, and/or (b) require a Limited Partner to pay to the Partnership, the following amounts: (i) any amounts due from such Limited Partner to the Partnership or to the General Partner pursuant to this Partnership Agreement to the extent not otherwise paid (including without limitation Default Amounts), and (ii) any amounts required to pay, or to reimburse (on a net after-tax basis) any Indemnified Party for the payment of, any taxes (including withholding taxes) and related expenses that the General Partner in good faith determines to be properly attributable to such Limited Partner incurred in respect thereof, except to the extent that any such interest, penalties or additions to tax result from the violation of the standard for indemnification of such Indemnified Party as set forth in Section 8.1. All amounts withheld pursuant to this Section 6.3 shall be applied by the General Partner to discharge the obligation in respect of which such amounts were withheld. All amounts withheld by the General Partner pursuant to this Section 6.3 or otherwise and all amounts that the General Partner determines in good faith to be properly withheld or otherwise paid by any Person on

behalf of any Limited Partner pursuant to the Code or any provision of any non-U.S., state or local tax law, shall be treated as if such amounts were realized and recognized by the Partnership and distributed to such Limited Partner pursuant to Section 6.1. For purposes of this Partnership Agreement, any amounts contributed by a Limited Partner pursuant to this Section 6.3 shall not be treated as Capital Contributions and shall not reduce the Available Capital Commitment of such Limited Partner.

6.4. *Amounts Held in Reserve.* In addition to the rights set forth in Section 6.3, the General Partner, in its sole discretion, shall have the right to withhold Distributable Cash otherwise distributable by the Partnership to the Limited Partners in order to maintain the Partnership in a sound financial and cash position and to make such provision for any and all liabilities and obligations, contingent or otherwise, of the Partnership (including without limitation any anticipated Partnership Expenses) as deemed necessary, desirable or appropriate by the General Partner, in its sole discretion, or if, following such distribution to a Partner, the balance of such Partner's Capital Account would be less than zero.

6.5. *Partnership Act.* Notwithstanding anything in this Partnership Agreement to the contrary, the Partnership shall not make any distributions except to the extent permitted under the Partnership Act and other applicable law.

6.6. *Loans and Withdrawal of Capital.* No Partner shall be permitted to withdraw from the Partnership or borrow or make an early withdrawal of any portion of its Capital Account; provided that this Section 6.6 shall not limit the right of the General Partner to require the sale in whole or in part of any Limited Partner's Interest in the Partnership or otherwise cause the withdrawal of any Limited Partner from the Partnership pursuant to Section 2.3(a)(iii) or otherwise pursuant to this Partnership Agreement.

6.7. *Reinvestment; Recall.* Notwithstanding the other provisions of this Article 6, the General Partner, in its sole discretion, may cause the Partnership to reinvest or retain for reinvestment (and not to distribute to the Partners) all or any portion of amounts of Distributable Cash; [REDACTED]

[REDACTED]. In addition, amounts distributed by the Partnership to the Limited Partners during the Investment Period may be recalled from the Limited Partners from time to time during the Investment Period, in the sole discretion of the General Partner, on not less than seven (7) Business Days' advance written notice to the Limited Partners. Any distributions that are recalled and returned to the Partnership will be taken into account for purposes of future distributions pursuant to the distribution waterfall set forth in Section 6.1 and in determining whether the respective thresholds for each tier of the waterfall have been met with respect to such distributions.

6.8. *Capital Accounts; Allocations.*

(a) A capital account ("Capital Account") shall be established and maintained for each Partner in accordance with the following provisions.

(i) To each Partner's Capital Account, there shall be credited such Partner's Capital Contributions made to the Partnership, such Partner's distributive share of Profits as determined pursuant to Section 6.8(b), any items in the nature of income or gain that are specially allocated pursuant to this Partnership Agreement, and the amount of any liabilities of the Partnership that are assumed by such Partner or that are secured by any assets of the Partnership distributed to such Partner.

(ii) To each Partner's Capital Account, there shall be debited the amount of cash and the value (as determined by the General Partner pursuant to Cerberus' valuation policies) of any Partnership assets distributed to such Partner pursuant to any provision of this Partnership Agreement, such Partner's distributive share of Losses as determined pursuant to Section 6.8(b), any items in the nature of expenses or losses that are specially allocated pursuant to this Partnership Agreement, and the amount of any liabilities of such Partner assumed by the Partnership or that are secured by any property contributed by such Partner to the Partnership.

(iii) If ownership of any Interest in the Partnership is assigned in accordance with the terms of this Partnership Agreement, the assignee shall succeed to the Capital Account of the assignor to the extent it relates to the assigned Interest.

(iv) In determining the amount of any liability for purposes of Sections 6.8(a)(i) and 6.8(a)(ii) above, there shall be taken into account Section 752(c) of the Code and any other applicable provisions of the Code and U.S. Treasury Regulations.

(v) Notwithstanding anything else contained in this Section 6.8, Partnership Expenses funded by or for the account of any Partner pursuant to Section 4.2 shall be debited from the Capital Account of such Partner.

(vi) The foregoing Sections 6.8(a)(i) through 6.8(a)(v) above and the other provisions of this Partnership Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 704 of the Code and U.S. Treasury Regulation Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with such regulations. The Partnership shall make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership's balance sheet as computed for book purposes in accordance with U.S. Treasury Regulation Section 1.704-1(b)(2)(iv)(q).

(b) After giving effect to the special allocations set forth in this Partnership Agreement, Profits (or Losses) for each Accounting Period shall be allocated to the Partners in such amounts as will increase (or decrease) the Capital Account balance of each Partner to the amount that each such Partner would be entitled to receive under this Article 6 if there were an amount available for distribution equal to the sum of (i) the aggregate Capital Account balances of the Partners before the allocation pursuant to this Section 6.8(b) and (ii) the amount of such Profit (or Loss) to be so allocated, such Profit (or Loss) to retain its character.

(c) Allocations may be adjusted as determined by the General Partner, in its sole discretion, in connection with legal, regulatory and tax considerations, and may also be adjusted in connection with any Defaults as described in Section 5.3.

(d) Allocations of Profit and Loss in connection with the disposition of Partnership Investments shall be made upon such disposition or at such other times as deemed necessary, desirable or appropriate by the General Partner, in its sole discretion, to the extent necessary to give effect to the intent of the distribution provisions of this Article 6 and Article 9.

6.9. *Tax Allocations.*

(a) For U.S. federal, state and local and non-U.S. income tax purposes, each item of income, gain, loss, expense and deduction of the Partnership shall be allocated among the Capital Accounts of the Partners as nearly as possible in the same manner as the corresponding item of income, gain, loss, expense and deduction is allocated pursuant to the other provisions of this Article 6.

(b) All items of income, gain, loss, expense and deduction actually recognized by the Partnership for each fiscal year are to be allocated for income tax purposes among the Capital Accounts of the Partners pursuant to the principles of U.S. Treasury Regulations issued under Sections 704(b) and 704(c) of the Code, based upon amounts of the Partnership's book income and loss allocated to each Partner's Capital Account for the current and prior fiscal years.

6.10. *Special Allocations.*

(a) *Minimum Gain Chargeback.* Except as otherwise provided in U.S. Treasury Regulation Section 1.704-2(f), notwithstanding any other provision of this Article 6, if there is a net decrease in Partnership Minimum Gain during any Accounting Period, each Partner and transferee shall be specially allocated Profits (or, if necessary, items of income and gain) for such Accounting Period (and, if necessary, subsequent Accounting Periods) in an amount equal to such Partner's and transferee's share of the net decrease in Partnership Minimum Gain, determined in accordance with U.S. Treasury Regulation Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner and transferee pursuant thereto. The Profits (or items of income or gain) to be so allocated shall be determined in accordance with U.S. Treasury Regulation Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 6.10(a) is intended to comply with the minimum gain chargeback requirement in U.S. Treasury Regulation Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) *Partner Minimum Gain Chargeback.* Except as otherwise provided in U.S. Treasury Regulation Section 1.704-2(i)(4), notwithstanding any other provision of this Article 6, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain attributable to a Partner Nonrecourse Debt during any Accounting Period, each Partner and transferee who has a share of the Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with U.S. Treasury Regulation Section 1.704-2(i)(5), shall be specially allocated Profits (or, if necessary, items of income and gain) for such Accounting Period (and, if necessary, subsequent Accounting Periods) in an amount equal to such Partner's

and transferee's share of the net decrease in Partner Nonrecourse Debt Minimum Gain attributable to such Partner Nonrecourse Debt, determined in accordance with U.S. Treasury Regulation Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The Profit (or items of income or gain) to be so allocated shall be determined in accordance with U.S. Treasury Regulation Section 1.704-2(i)(4) and 1.704-2(j)(2). This Section 6.10(b) is intended to comply with the minimum gain chargeback requirement in U.S. Treasury Regulation Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) *Qualified Income Offset.* In the event that in any Accounting Period a Partner and/or transferee unexpectedly receives any adjustments, allocations or distributions described in U.S. Treasury Regulation Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) or 1.704-1(b)(2)(ii)(d)(6) so as to cause or create an Adjusted Capital Account Deficit, Profits (or, if necessary, items of income and gain) shall be specially allocated to the Partner and/or transferee in such Accounting Period (and subsequent Accounting Periods, if necessary) in an amount and manner sufficient to eliminate, to the extent required by the U.S. Treasury Regulations, such Adjusted Capital Account Deficit of the Partner as quickly as reasonably possible.

(d) *Gross Income Allocation.* In the event that any Partner and/or transferee has a deficit Capital Account at the end of any Accounting Period of the Partnership which is in excess of the sum of (i) the amount that such Partner and/or transferee is obligated to restore and (ii) the amount that such Partner and/or transferee is deemed to be obligated to restore pursuant to the penultimate sentences of U.S. Treasury Regulation Sections 1.704-2(g)(1) and 1.704-2(i)(5), such Partner and/or transferee shall be specially allocated Profits (or items of income and gain) in the amount of such excess as quickly as possible.

(e) *Nonrecourse Deductions.* Nonrecourse Deductions for any Accounting Period shall be specially allocated between the Partners and/or transferees, in the same manner that Profits and Losses are allocated under this Article 6.

(f) *Partner Nonrecourse Deductions.* Any Partner Nonrecourse Deductions for any Accounting Period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with U.S. Treasury Regulation Section 1.704-2(i)(1).

(g) *Regulatory Allocations.* The allocations set forth in Sections 6.10(a) through 6.10(f) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the U.S. Treasury Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Partnership income, gain, loss, or deduction pursuant to this Section 6.10. Therefore, notwithstanding any other provision of this Partnership Agreement (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations of Partnership income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner's and/or transferee's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of this Partnership Agreement and all Partnership items were allocated pursuant to Section 6.8(b) hereof.

6.11. *Other Allocation Rules.*

(a) For purposes of determining the Profits, Losses, or any other items allocable to any Accounting Period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Section 706 of the Code and the U.S. Treasury Regulations thereunder.

(b) Notwithstanding the other provisions of this Article, the General Partner is authorized to make any adjustment in the allocation of Profits or Losses provided for in such Article if the General Partner considers in good faith that the adjustment is necessary and equitable to correct errors in allocations caused by errors in unaudited financial information or to correct inequities that may arise under this Partnership Agreement, including those that may result from there being multiple Accounting Periods during a single fiscal year or during the term of this Partnership Agreement rather than a single Accounting Period.

(c) All matters concerning the allocation of expenses, profits, gains and losses among the Partners, and accounting procedures not specifically and expressly provided for by the terms of this Partnership Agreement, shall be determined and implemented in good faith by the General Partner, whose determination shall be final and binding upon all of the Partners.

**ARTICLE 7
REPORTS TO LIMITED PARTNERS**

7.1. *Reports.*

(a) The books of account and records of the Partnership shall be audited as of the end of each fiscal year by the Partnership's independent public accountants. All reports provided or made available to the Limited Partners pursuant to this Section 7.1 shall be prepared in accordance with GAAP unless otherwise required by applicable law. The General Partner, in its sole discretion, may select the Partnership's auditor.

(b) Subject to Section 2.10(b), after the end of each Quarterly Period (other than the fourth quarter), the General Partner shall cause to be prepared and mailed (or, subject to applicable law, provided or made available in an electronic format, as the General Partner, in its sole discretion, may determine), to each Partner a report setting forth as of the end of such Quarterly Period:

(i) an unaudited balance sheet of the Partnership as of the end of such Quarterly Period and an unaudited income statement of the Partnership for such Quarterly Period; and

(ii) summary information regarding the Partnership's assets, including all Partnership Investments.

(c) Subject to Section 2.10(b), not later than one hundred twenty (120) days after the end of each fiscal year, the General Partner shall cause to be prepared and mailed (or, subject to applicable law, provided or made available in an electronic format, as the General

Partner, in its sole discretion, may determine) to each Partner, a report setting forth as of the end of such fiscal year:

(i) audited financial statements for the Partnership, including a balance sheet of the Partnership as of the end of such fiscal year, an income statement of the Partnership for such fiscal year and a statement of the Partnership's capital for such fiscal year;

(ii) a statement in reasonable detail of adjustments to such Partner's Capital Account for such fiscal year, and a statement of such Partner's closing Capital Account balance for such fiscal year;

(iii) summary information regarding the Partnership's assets, including all Partnership Investments;

[REDACTED]

(e) After the end of each fiscal year, the General Partner shall cause to be prepared and transmitted, as promptly as practicable a U.S. federal income tax Schedule K-1 for each Partner, a copy of the Partnership's return filed for U.S. federal income tax purposes and a report setting forth in sufficient detail such transactions effected by the Partnership during such fiscal year as shall enable each Partner to prepare its U.S. federal and state income tax returns, if any.


(f) Notwithstanding the foregoing provisions of this Section 7.1, the General Partner may, pursuant to Section 2.10(b), keep confidential from any Partner information otherwise required to be delivered to such Partner pursuant to this Section 7.1 (other than Section 7.1(e)).

ARTICLE 8 EXCULPATION AND INDEMNIFICATION

8.1. *Exculpation and Indemnification.*

(a) To the fullest extent permitted by law, none of the General Partner, the Management Company, any of its or their Affiliates or any of its or their respective members, partners, officers, directors, managers, committee members, representatives, employees and

agents, the Organizational Limited Partner, and members of any committee described in Section 2.14 (each, an "Indemnified Party"), shall be liable, in damages or otherwise, to any Limited Partner or the Partnership, and the Partnership shall indemnify, defend and hold harmless each Indemnified Party from and against any and all costs, losses, claims, damages, liabilities, actions and expenses (including without limitation reasonable legal and other professional fees and disbursements and all expenses reasonably incurred in investigating, preparing or defending against any claim whatsoever), judgments, fines and settlements (collectively, "Indemnification Obligations") suffered or sustained by such Indemnified Party by reason of any acts, omissions or alleged acts or omissions of such Indemnified Party in connection with or in any way relating to the Partnership's business or affairs (including, without limitation, in connection with any holding vehicle, AIV or SPV used in connection with the investment, Credit Facilities or operations of the Partnership) and matters relating to Partnership Investments and Credit Facilities,



(b) Notwithstanding the foregoing, no Indemnified Party serving on a board of directors of any portfolio investment company will be indemnified by the Partnership for actions taken or omissions made in its capacity as director of such company if such actions were taken or omissions were made after the Partnership's disposition of such portfolio investment.

(c) The termination of a Proceeding by settlement or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that any Indemnified Party's conduct violated the standard of care set forth in Section 8.1(a). Expenses (including legal fees and other professional fees and disbursements) incurred in any Proceeding shall, with the consent of the General Partner (such consent not to be unreasonably withheld), be paid by the Partnership in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of such Indemnified Party to repay such amount if it will ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Partnership as authorized hereunder.

(d) No provision of this Partnership Agreement shall be construed to provide for the indemnification of an Indemnified Party for any liability to the extent (but only to the

extent) that such indemnification would be in violation of applicable law, but instead shall be construed so as to effectuate the provisions thereof to the fullest extent permitted by law.

(e) Each Indemnified Party may consult with legal counsel, accountants, consultants or other advisors in respect of the Partnership's business or affairs and shall be fully protected from liability to the Partnership or the Limited Partners and justified in any action or inaction which is taken or omitted in good faith, in reliance upon and in accordance with the opinion or advice of such counsel, accountants, consultants or other advisors; provided that such counsel, accountants, consultants and other advisors shall have been selected and monitored with reasonable care. Each Indemnified Party shall, to the fullest extent permitted by applicable law, be treated as having acted in good faith and with the requisite degree of care if each such Indemnified Party has relied on reports and written statements of the directors, officers, employees, agents, stockholders, members, investment managers and partners of an entity (or Affiliate of such entity) that is the subject of a Partnership Investment, unless such Indemnified Party had reason to believe that such reports or statements were not true and complete.

(f) Except as expressly set forth in this Article 8, in the event that any Limited Partner initiates any Proceeding against the Partnership or any Indemnified Party and a judgment or order not subject to further appeal or discretionary review is rendered in respect of such Proceeding for the Partnership or such Indemnified Party, as the case may be, such Limited Partner shall be solely liable for all costs and expenses of the Partnership or such Indemnified Party, as the case may be, attributable thereto.

(g) The provisions of this Partnership Agreement, to the extent that they restrict or eliminate the duties and liabilities or rights and powers of any Indemnified Party otherwise existing at law or in equity, are agreed by the Partners to replace such other duties, liabilities, rights and powers of such Indemnified Party; provided that, notwithstanding anything in this Partnership Agreement to the contrary, no provision of this Partnership Agreement shall constitute a waiver or limitation of any Limited Partner's rights under the U.S. federal or state securities laws.

(h) The General Partner may, but shall not be required to, cause the Partnership to purchase and maintain insurance coverage (including without limitation directors and officers insurance, if any) reasonably satisfactory to the General Partner that provides the Partnership with coverage with respect to losses, claims, damages, liabilities and expenses that would otherwise be Indemnification Obligations. The fees and expenses incurred in connection with obtaining and maintaining any such insurance policy or policies, including any commissions and premiums, shall be Partnership Expenses. For the avoidance of doubt, the indemnification provided by this Article 8 shall not be deemed to be exclusive of any other rights to which any Indemnified Party may be entitled under any agreement, or as a matter of law, or otherwise, and shall inure to the benefit of the heirs, successors and administrators of each Indemnified Party.

8.2. *Return of Distributions.* Subject to Section 1.5, if the Partnership incurs an Indemnification Obligation and the amount of reserves, if any, specifically identified by the Partnership with respect to such Indemnification Obligation and the Available Capital Commitments at such time (less any amounts reserved for future Partnership Investments and

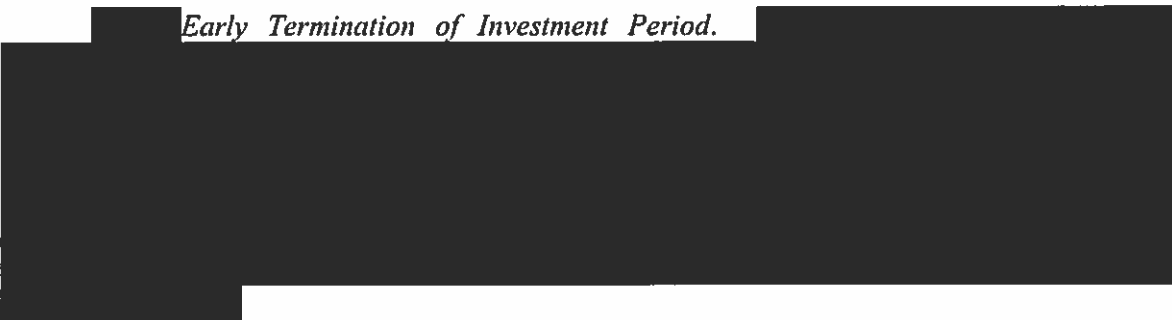
Partnership Expenses, in each case reasonably anticipated by the General Partner at such time) are in the aggregate less than the amount of such Indemnification Obligation, the General Partner may require each Limited Partner to repay to the Partnership, at any time or from time to time, whether before or after dissolution of the Partnership or before or after such Limited Partner's withdrawal from the Partnership, in satisfaction of such Limited Partner's share of such Indemnification Obligation, all or any portion of the amount of the distributions previously made by the Partnership to such Limited Partner to the extent of such Limited Partner's share of such Indemnification Obligation. Any repayment of distributions pursuant to this Section 8.2 shall not constitute Capital Contributions for purposes of determining the Available Capital Commitment of any Limited Partner. Nothing in this Section 8.2 is intended to expand the rights of Indemnified Parties to indemnification, contribution or reimbursement pursuant to Section 8.1.

ARTICLE 9

PARTNERSHIP DURATION; EARLY TERMINATION OF INVESTMENT PERIOD; DISSOLUTION

9.1. *Duration.* The term of the Partnership shall continue until the earliest to occur of (a) the final termination of the Post-Investment Period, (b) the election of the General Partner, in its sole discretion, to commence the liquidation and winding-up of the Partnership, or (c) the occurrence of any event that would make unlawful the Partnership's continued existence.

Early Termination of Investment Period.



9.3. *Dissolution.* Subject to the Partnership Act, the Partnership shall be dissolved and its affairs shall be wound up upon the earliest to occur of:

- (a) the expiration of the term of the Partnership as provided pursuant to Section 9.1;
- (b) at any time that there are no Limited Partners of the Partnership, unless the business of the Partnership is continued in accordance with the Partnership Act; and
- (c) the entry of a decree of judicial dissolution pursuant to the Partnership Act.

9.4. *Liquidation of Partnership.* Upon dissolution, the General Partner shall be the liquidator or shall appoint a liquidator, in its reasonable discretion, to wind up the affairs of the Partnership pursuant to this Partnership Agreement. In performing its duties subject to the Partnership Act, the liquidator is authorized to sell, distribute, exchange or otherwise dispose of the assets of the Partnership (including all remaining Partnership Investments) in any reasonable

manner that the liquidator shall determine to be in the best interest of the Partners. The liquidator shall use reasonable efforts to effect an orderly liquidation of the Partnership's remaining assets (which may include, without limitation, the sale of all or any portion of the Partnership's assets (including all remaining Partnership Investments) to other Cerberus Funds or Cerberus).

9.5. *Distribution upon Dissolution of the Partnership.*

(a) The liquidator, when effecting the liquidation of the Partnership pursuant to Section 9.4, shall first provide for the satisfaction of the Partnership's creditors and for the establishment and/or maintenance of appropriate reserves to the extent available, and then shall distribute any remaining balance of the Partnership's assets (including all remaining Partnership Investments) in accordance with the distribution waterfall in Section 6.1(a) (and giving effect to Sections 6.1(d)-6.1(g) thereof); provided that if the liquidator, using commercially reasonable efforts, is not able to liquidate all of the assets of the Partnership (including all remaining Partnership Investments), then (or at any earlier time with the approval of a Majority-in-Interest of the Limited Partners, excluding the Capital Commitments of Defaulting Partners unless otherwise determined by the General Partner pursuant to Section 5.3(b) the liquidator may distribute any remaining assets in-kind and will use commercially reasonable efforts to prevent any Partner (subject to any exclusion from such investment of any Partner) from receiving more than its *pro rata* share of any such distribution in-kind. After the termination of the Post-Investment Period and during the period of liquidation, capital may be called only to satisfy Partnership Expenses or other liabilities of the Partnership, or to establish or maintain reasonable reserves.

(b) In the reasonable discretion of the liquidator, and subject to the Partnership Act, a portion of the distributions that would otherwise be made to the General Partner and the Limited Partners pursuant to this Section 9.5 may be:

(i) distributed to a trust established for the benefit of the Partners for purposes of liquidating Partnership assets (including all remaining Partnership Investments), collecting amounts owed to the Partnership, and paying any liabilities or obligations of the Partnership or the General Partner arising out of, or in connection with, this Partnership Agreement or the Partnership's affairs; provided that the assets of any such trust shall be distributed to the Partners from time to time in the reasonable discretion of the liquidator in the same proportions as the amount distributed to such trust by the Partnership would otherwise have been distributed to the Partners pursuant to this Partnership Agreement; or

(ii) withheld, with respect to any Partner, to establish or maintain a reserve for the payment of such Partner's share of future Partnership Expenses or liabilities (whether or not contingent); provided that such withheld amounts shall be distributed as soon as reasonably practicable to the Partners to the extent that the liquidator, in its reasonable discretion, determines that it is no longer necessary to retain such amounts.

(c) Each Partner shall look solely to the assets of the Partnership for the return of all amounts invested in Partnership Investments in respect of such Partner, and no Partner

shall have priority over any other Partner as to the return of such amounts invested in Partnership Investments.

9.6. *General Partner Clawback.*

(a) Upon the final termination of the Partnership, and after giving effect to the final allocations and distributions pursuant to this Article 9, the General Partner shall be required to restore funds to the Partnership on behalf of each Limited Partner for distribution, subject to the Partnership Act, to such Limited Partner, in an amount equal to



(such amount calculated pursuant to this Section 9.6(a), the "Potential Clawback Calculation Amount"). The General Partner's obligation under this Section 9.6 shall be recomputed to the extent that there is any subsequent return of distributions by a Limited Partner pursuant to Sections 1.5, 5.1(d), 6.7 or 8.2, and its obligations under this Section 9.6 shall continue until there is no obligation of a Limited Partner to repay amounts under such Sections 1.5, 5.1(d), 6.7 or 8.2.

(b) Notwithstanding the foregoing or anything else herein to the contrary, in no event shall the General Partner be required to (i) restore any amount of Tax Distributions distributed or distributable to it or any amounts otherwise used to pay taxes with respect to taxable income attributable to its right to receive Incentive Distributions (including without limitation, in connection with any deemed income tax liability attributable to Profit and Loss (including any loss carryovers) allocated to the General Partner with respect to the Incentive Distributions that have not as yet been the subject of any taxation (or Tax Distributions), determined without reference to any item of income, gain, loss, expense or deduction other than such items arising out of the General Partner's activities as General Partner of the Partnership), or (ii) restore any amount of Interim GP Distributions distributed to it. To the extent that such payment by the General Partner to the Partnership exceeds any deficit in the Capital Account of the General Partner (determined after the application of this Section 9.6), such payment shall be treated as a "guaranteed payment" within the meaning of Section 707 of the Code, and the related deduction attributable to such guaranteed payment shall be specially allocated to the General Partner.

9.7. *Withdrawal, Death or Incompetence of a Limited Partner.* Except as otherwise provided in Sections 2.3(a)(iii), 5.3(b) or 9.8 or Article 10, no Limited Partner shall have the right to withdraw from the Partnership prior to its dissolution and winding up. Except as

expressly provided in this Partnership Agreement, no other event affecting a Limited Partner (including bankruptcy or insolvency) shall, in and of itself, affect its obligations under this Partnership Agreement or affect the Partnership.

9.8. *Withdrawal of Organizational Limited Partner.* The Organizational Limited Partner shall be deemed to have withdrawn from the Partnership and shall be entitled to the return of any Capital Contribution, without interest or deduction, upon the admission of any other Limited Partner to the Partnership, and shall not thereafter be considered for the purposes of any calculation, contribution or distribution or other activity of the Partnership.

ARTICLE 10 TRANSFERABILITY OF INTERESTS

10.1. Transferability of Limited Partner Interests.

(a) Subject to Section 9.7, no Limited Partner may, directly or indirectly, sell, exchange, transfer, assign, pledge, hypothecate or otherwise dispose (each a "Transfer") all or any portion of its Interest in the Partnership without the prior written consent of the General Partner, which consent may be granted or withheld in the General Partner's sole discretion; provided, however, that the General Partner shall not unreasonably withhold its consent to any proposed transfer of Interests by a Limited Partner to the extent that such proposed transfer (i) is to an Affiliate of such Limited Partner; (ii) is made in accordance with applicable law; (iii) will not have an adverse impact (whether legal, tax, regulatory, or otherwise) on the Partnership, the General Partner, the Management Company or the remaining Limited Partners, as determined by the General Partner in good faith; and (iv) is documented in form and substance reasonably acceptable to the General Partner, which may include, without limitation, the provision of an executed Subscription Agreement for the Partnership by the transferee or comparable representations, warranties and covenants by such transferee.

(b) In no event shall the Partnership participate in the establishment of a secondary market or the substantial equivalent thereof as defined in U.S. Treasury Regulations Section 1.7704-1(c) or the inclusion of its Interests on such a market or on an established securities market as defined in U.S. Treasury Regulations Section 1.7701-1(b), or recognize any transfers made on any of the foregoing by admitting the purported transferee as a Partner or otherwise recognizing the rights of such transferee.

10.2. *Expenses of Transfer; Indemnification.* All expenses, including attorneys' fees and expenses, incurred by the General Partner or the Partnership in connection with any Transfer by a Limited Partner shall, unless otherwise determined by the General Partner, in its sole discretion, be borne by the transferring Limited Partner or such Limited Partner's transferee (any such transferee, when admitted and shown as such on the books and records of the Partnership, being a "Substitute Limited Partner"). In addition, the transferring Limited Partner and such transferee shall indemnify the Partnership and the General Partner in a manner satisfactory to the General Partner against any losses, claims, damages or liabilities to which the Partnership or the General Partner may become subject arising out of, related to or in connection with any false representation or warranty made by, or breach or failure to comply with any covenant or agreement of, such transferring Limited Partner or such transferee.

10.3. *Recognition of Transfer; Substitute Limited Partners.*

(a) No purchaser, assignee, or other recipient of all or any portion of a Limited Partner's Interest in the Partnership may be admitted to the Partnership as a Substitute Limited Partner without the prior written consent of the General Partner, which consent may be granted or withheld in the General Partner's sole discretion. If the General Partner consents to the admission of any Person to the Partnership as a Substitute Limited Partner, such Person, as a condition to its admission as a Limited Partner, shall execute and acknowledge such instruments (including, without limitation, a counterpart of this Partnership Agreement), in form and substance satisfactory to the General Partner, as the General Partner reasonably deems necessary, desirable or appropriate to effectuate such admission and to confirm the agreement of such Person to be bound by all the terms and provisions of this Partnership Agreement with respect to the Interest in the Partnership acquired by such Person.

(b) The Partnership shall not recognize for any purpose any purported Transfer of all or any part of a Limited Partner's Interest in the Partnership and no purchaser, assignee, transferee or other recipient of all or any part of such Interest shall become a Substitute Limited Partner hereunder unless:

(i) the provisions of Sections 10.1, 10.2, and 10.3(a) shall have been complied with;

(ii) the General Partner shall have been furnished with the documents effecting such Transfer, in form reasonably satisfactory to the General Partner (including, without limitation, the provision of representations by the purchaser, assignee, transferee or other recipient consistent with those obtained from the seller, assignor or transferor at the time the seller, assignor or transferor first subscribed for Interests), executed and acknowledged by both the seller, assignor or transferor and the purchaser, assignee, transferee or other recipient;

(iii) such purchaser, assignee, transferee or other recipient shall have represented that such Transfer was made in accordance with all applicable laws and regulations;

(iv) all necessary governmental consents and acknowledgments shall have been obtained in respect of such Transfer;

(v) to the extent required by the General Partner, in its sole discretion, the Limited Partner provides an opinion of outside counsel (which counsel may be internal counsel of the Limited Partner and the cost of which shall be borne by the transferor), satisfactory in form and substance to the General Partner, to the effect that such Transfer will not violate the U.S. Securities Act of 1933, as amended, or any other applicable securities laws, including the Investment Company Act;

(vi) the General Partner believes, on the advice of counsel, that such Transfer will not cause the Partnership to be taxable as a corporation for U.S. Federal tax purposes;

(vii) such Transfer would not cause the Partnership to have more than one hundred (100) partners as determined in accordance with Treasury Regulation Section 1.7704-1(h);

(viii) the books and records of the Partnership shall have been changed (which change shall be made as promptly as practicable) to reflect the admission of such Substitute Limited Partner as a Limited Partner of the Partnership; and

(ix) all necessary instruments reflecting such admission shall have been filed in each jurisdiction in which such filing is necessary in order to qualify the Partnership to conduct business or to preserve the limited liability of the Limited Partners.

(c) Upon the satisfaction of the conditions set forth in this Section 10.3, any such purchaser, assignee, or other recipient shall become a Substitute Limited Partner.

10.4. *Transfers During a Fiscal Year.* If any Transfer (other than a pledge or hypothecation) of a Limited Partner's Interest in the Partnership shall occur at any time other than the end of the Partnership's fiscal year, the distributive shares of the various items of Partnership income, gain, loss, expense and deduction as computed for tax purposes and the related cash distributions shall be allocated between the transferor and the transferee on such proper basis as the transferor and the transferee shall agree consistent with applicable requirements under Section 706 of the Code; provided that no such allocation shall be effective unless (a) the transferor and the transferee shall have given the Partnership written notice, prior to the effective date of such Transfer, stating their agreement that such allocation shall be made on such proper basis, (b) the General Partner shall have consented to such allocation which consent may be withheld by the General Partner, in its sole discretion, and (c) the transferor and the transferee shall have agreed to reimburse the General Partner for any incremental accounting fees and other expenses incurred by the General Partner in making such allocation. If the transferor and transferee fail to give notice to the Partnership in accordance with the proviso to the immediately-preceding sentence, all allocations shall be made in accordance with the applicable requirements of Section 706 of the Code.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1. *Amendments; Waivers.* Except as otherwise provided in this Partnership Agreement, any provision of this Partnership Agreement may be amended, in whole or in part, or waived with the prior written consent of the General Partner and Limited Partners representing a Majority-in-Interest of the Limited Partners. Notwithstanding the foregoing:

(a) without the consent of all Partners, no amendment shall amend this Section 11.1;

(b) each provision of this Partnership Agreement in which a percentage of Capital Commitments is specified as being required for any action or approval of the Partners may not be amended or waived without the prior written consent of the General Partner and Limited Partners having Capital Commitments representing in aggregate at least such specified percentage of Capital Commitments;

(c) no amendment shall directly reduce the Capital Account of any Partner, or increase the Capital Commitment of any Partner, without the written consent of such Partner; and

(d) any provision of this Partnership Agreement may be amended by written instrument executed by the General Partner and without the consent of the Limited Partners pursuant to and consistent with Sections 2.3 or 3.4, or in order to: (A) change the name of the Partnership, (B) reflect changes in the Partners of the Partnership and the Capital Contributions or Capital Commitments of any Partner, (C) admit one or more Substitute Limited Partners, or remove one or more Limited Partners, in accordance with the terms of this Partnership Agreement, (D) make changes to ensure that the Partnership shall not be treated as an association taxable as a corporation or a “publicly traded limited partnership” for U.S. federal income tax purposes, (E) ensure that the Incentive Distributions and Management Fees conform to any applicable requirements of law (whether pursuant to a requirement of the Securities and Exchange Commission or another regulatory authority, or otherwise), (F) cure any manifest errors or ambiguity in the terms of this Partnership Agreement, including amendments to correct typographical errors, eliminate ambiguities or make other changes that the General Partner determines in good faith not to be adverse to the Limited Partners, (G) ensure that the Partnership’s tax allocations comply with certain tax requirements, (H) prevent the Partnership from becoming an investment company required to be registered under the Investment Company Act, (I) accommodate the creation of any AIV or SPV for the purpose of facilitating Partnership Investments, Credit Facilities or investments by Limited Partners or otherwise in connection with the operations and affairs of the Partnership, (J) implement any remedies against any Defaulting Partner permitted by this Partnership Agreement, (K) add to the representations, duties or obligations of the General Partner or surrender any right or power (but not responsibilities) granted to the General Partner in this Partnership Agreement, (L) make any changes required by any governmental body or agency or to comply with any applicable requirements of law which are deemed by the General Partner to be for the benefit or protection of the Limited Partners, and (M) make any other amendments that, in the reasonable discretion of the General Partner, would not be materially adverse to the Limited Partners.

The General Partner shall provide the Limited Partners with a copy of any amendment to this Partnership Agreement.

11.2. *Approvals; Consent.*

(a) Each Limited Partner agrees that, to the extent permitted by applicable law and except as otherwise provided in or required by this Partnership Agreement, for purposes of obtaining or granting the approval or consent of the Limited Partners with respect to any proposed action (other than pursuant to Section 11.1) by the Partnership, the General Partner or any of its Affiliates requiring approval of the Limited Partners (including any such approval or consent required under the Advisers Act), any of the following shall bind the Partnership, the General Partner and each Limited Partner and shall have the same legal effect as the written approval of the General Partner and each Limited Partner:

(i) the written consent of the General Partner and a Majority-in-Interest of the Limited Partners;

(ii) with respect to any such proposed action affecting certain (but not all) Limited Partners, the written approval of the General Partner and the affected Limited Partners having a majority of the Capital Commitments of all such affected Limited Partners at such time; and

(iii) a decision by any committee formed pursuant to Section 2.14 with respect to matters covered by Section 2.14.

(b) Notwithstanding anything in this Partnership Agreement to the contrary, with respect to any provision of this Partnership Agreement (including Section 11.1) requiring the approval of Partners having a specified percentage of Capital Commitments, for purposes of calculating the arithmetic fraction represented by such percentage there shall be excluded from both the numerator and the denominator of such fraction unless otherwise determined by the General Partner pursuant to Section 5.3(b), the Capital Commitments of any Defaulting Partner.

(c) Any consent or approval required pursuant to this Partnership Agreement, including any consent or approval required pursuant to Section 11.1, may be given at a meeting of the Partners or in writing.

11.3. *Certificates of Limited Partner Interests.* The General Partner, in its sole discretion, may issue certificates for any Interests, which certificates, if issued, shall evidence a Limited Partner's Interest. In such event, each such certificate shall bear such legends as may be required by applicable U.S. federal or state laws, or as may be deemed by the General Partner, in its sole discretion, to be necessary, desirable or appropriate to reflect any restrictions on Transfer contemplated in this Partnership Agreement.

11.4. *Investment Representation.* Each Partner, by executing this Partnership Agreement, represents and warrants that its Interest in the Partnership has been acquired by it for its own account for investment and not with a view to resale or distribution thereof and that it is fully aware that in agreeing to admit it as a Limited Partner, the General Partner and the Partnership are relying upon the truth and accuracy of such representation and warranty.

11.5. *Successors; Counterparts; Beneficiaries.* This Partnership Agreement (a) shall be binding as to the executors, administrators, estates, heirs and legal successors of the Partners and (b) may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart. Except as otherwise set forth in Section 8.1 and except in connection with any Credit Facility, no provision of this Partnership Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

11.6. *Further Assurance.* Each Limited Partner, upon the request of the General Partner, agrees to perform all further acts and to execute, acknowledge and deliver any documents that may reasonably be necessary to carry out the provisions of this Partnership Agreement.

11.7. *Governing Law; Severability.* THIS PARTNERSHIP AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE. In particular, it shall be construed to the maximum extent possible to

comply with all of the terms and conditions of the Partnership Act. If it shall be determined by a court of competent jurisdiction that any provision or wording of this Partnership Agreement shall be invalid or unenforceable under the Partnership Act or other applicable law, such invalidity or unenforceability shall not invalidate the entire Partnership Agreement, in which case this Partnership Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, in the event such term or provision cannot be so limited, this Partnership Agreement shall be construed to omit such invalid or unenforceable provisions.

11.8. *General Partner Authorization.* The execution and delivery by the General Partner of and the performance by the General Partner of its obligations under this Partnership Agreement have been duly authorized by all necessary partnership action on the part of the General Partner. The General Partner has the requisite partnership power and authority to execute, deliver and perform its obligations under this Partnership Agreement. This Partnership Agreement has been duly executed and delivered by the General Partner, constitutes a valid and binding agreement of the General Partner, and is enforceable against the General Partner, in its capacity as general partner of the Partnership, in accordance with its terms.

11.9. *Necessary Filings.* The General Partner shall promptly prepare, following the execution and delivery of this Partnership Agreement, any documents required to be filed and recorded, or, which are in the General Partner's sole discretion, appropriate for filing and recording, under the Partnership Act, and the General Partner shall promptly cause each such document to be filed and recorded in accordance with the Partnership Act and, to the extent required by local law, to be filed and recorded or notice thereof to be published in the appropriate place in each State in which the Partnership may hereafter establish a place of business. The General Partner shall also promptly cause to be filed, recorded and published such statements of fictitious business name and other notices, certificates, statements or other instruments required by any provision of any applicable law of the U.S. or any State which governs the conduct of its business from time to time.

11.10. *Power of Attorney.*

(a) Each Limited Partner does hereby constitute and appoint the General Partner and its officers as its true and lawful representative and attorney-in-fact, in its name, place and stead to make, execute, sign, deliver and file (i) a Certificate of Limited Partnership of the Partnership and any amendment thereof required because of an amendment to this Partnership Agreement or in order to effectuate any change in the membership of the Partnership, (ii) any amendments to this Partnership Agreement in accordance with Section 11.1, and (iii) all such other instruments, documents and certificates which may from time to time be required by the laws of the U.S., the State of Delaware or any other State, or any political subdivision or agency thereof, to effectuate, implement and continue the valid and subsisting existence of the Partnership or to dissolve the Partnership; provided that the power of attorney granted pursuant to this Section 11.10 may only be used if such use is consistent with the other provisions of this Partnership Agreement, including without limitation with respect to any amendment or waiver of this Partnership Agreement if (but only if) any prior approval required to be obtained under this Partnership Agreement shall have been obtained. Such representatives

and attorneys-in-fact shall not have any right, power or authority to amend or modify this Partnership Agreement when acting in such capacities.

(b) The power of attorney granted pursuant to this Section 11.10 is coupled with an interest and shall (i) survive and not be affected by the subsequent death, incapacity, disability, dissolution, termination or bankruptcy of the Limited Partner granting such power of attorney or the transfer of all or any portion of such Limited Partner's Interest in the Partnership, and (ii) extend to such Limited Partner's successors, assigns and legal representatives.

11.11. *No Bill for Partnership Accounting.* Subject to mandatory provisions of law applicable to a Limited Partner and to circumstances involving a breach of this Partnership Agreement, each of the Partners covenants that it will not (except with the prior written consent of the General Partner) file a bill for Partnership accounting.

11.12. *Name; Goodwill; Intangible Assets.* For purposes of making any determination of the value of the assets of the Partnership, no allowance of any kind shall be made for goodwill or the name of the Partnership or of the General Partner, the Partnership's office, records, files and statistical data or any intangible assets of the Partnership or the General Partner in the nature of or similar to goodwill. All rights in and to the foregoing shall be the exclusive rights and property of the General Partner and its Affiliates and the Limited Partners shall have no interest therein or rights with respect thereto. The Partnership may only use the name "Cerberus KRS Levered Loan Opportunities Fund, L.P." (or any successor name of the Partnership containing the word "Cerberus") for so long as Cerberus KRS Levered Opportunities GP, LLC or another Affiliate thereof serves as the General Partner of the Partnership and consents thereto and in the event that is no longer the case for any reason, whether due to removal, withdrawal or otherwise, the name of the Partnership shall promptly be changed to remove the word "Cerberus" therefrom and this Partnership Agreement and the Certificate of Limited Partnership of the Partnership shall be promptly and appropriately amended to reflect such change.

11.13. *Notices.*

(a) Each notice relating to this Partnership Agreement shall be in writing and delivered in person, by registered or certified mail, by Federal Express or similar overnight courier service, by electronic mail (e-mail) or by facsimile. Notwithstanding the foregoing, all notices to the Partnership or the General Partner shall be delivered in hard copy to:

Cerberus KRS Levered Loan Opportunities Fund, L.P.
c/o Cerberus KRS Levered Opportunities GP, LLC
Attn: Mark Neporent and Seth Plattus
875 Third Avenue, 11th Floor
New York, New York 10022, USA

and

JPMorgan Hedge Fund Services - a division of JPMorgan Chase Bank, N.A.
One Beacon Street, 20th Floor
Boston, Massachusetts 02108, USA

with a copy by e-mail or facsimile to:

Attn: Greg Gordon
Email: ggordon@cerberuscapital.com
Fax: (212) 891-2140

and

Attn: JPMorgan Hedge Fund Services - a division of JPMorgan Chase Bank, N.A.
Fax: (866) 302-1405 (if in the United States)
Fax: (212) 584-6476 (if outside of the United States)

(b) All notices addressed to a Partner shall be addressed to such Partner at the address set forth on the books and records of the Partnership. Any Partner may designate a new address by notice to that effect given to the Partnership. Unless otherwise specifically provided in this Partnership Agreement, a notice shall be deemed to have been effectively given when delivered personally, if delivered on a Business Day; the next Business Day after personal delivery if delivered personally on a day that is not a Business Day; four Business Days after being deposited in the mail, postage prepaid, return receipt requested, if mailed; on the next Business Day after being deposited for next day delivery with Federal Express or similar overnight courier; when sent, if e-mailed on a Business Day; the next Business Day following the day on which the e-mail is sent if e-mailed on a day that is not a Business Day; when receipt is acknowledged, if facsimiled on a Business Day; and the next Business Day following the day on which receipt is acknowledge if facsimiled on a day that is not a Business Day.

11.14. *Headings.* Section and other headings contained in this Partnership Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Partnership Agreement or any provision hereof.

11.15. *Counsel to the Partnership.* Counsel to the Partnership may also be counsel to the General Partner or any of its Affiliates. The General Partner may execute on behalf of the Partnership and the Partners any consent to the representation of the Partnership that counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction. Each Limited Partner acknowledges that the counsel to the Partnership does not represent any Limited Partner with respect to the Partnership.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have hereto set their hands as of the day and year first above written.

GENERAL PARTNER

CERBERUS KRS LEVERED OPPORTUNITIES GP, LLC
as the General Partner

By: _____
Name:
Title:

ORGANIZATIONAL LIMITED PARTNER

SETH P. PLATTUS,
*as the Organizational Limited Partner withdrawing as of the
date hereof*

Seth P. Plattus

LIMITED PARTNERSHIP AGREEMENT SIGNATURE PAGE

By its signature below, the undersigned hereby agrees that effective as of the date of its admission to the Partnership as a Limited Partner thereof, it shall become a party to and be bound by each and every term and provision of this Partnership Agreement, as the same may be amended from time to time.

LIMITED PARTNERS

KENTUCKY RETIREMENT SYSTEMS

as Limited Partner

By: _____

Name:

Title:

KENTUCKY RETIREMENT SYSTEMS INSURANCE
TRUST FUND

as Limited Partner

By: _____

Name:

Title:

Appendix A

DEFINITIONS

“Accounting Period” means the following fiscal periods: the initial Accounting Period shall commence on the day on which a Certificate of Limited Partnership of the Partnership is filed with the Secretary of State of the State of Delaware. Each subsequent Accounting Period shall commence immediately after the close of the next preceding Accounting Period. Each Accounting Period shall close at the close of business on the first to occur of (a) the last day of a fiscal year of the Partnership, (b) the effective date of the withdrawal of a Partner (as such withdrawal is permitted pursuant to this Partnership Agreement), or (c) the date of the Partnership’s liquidation.

“Adjusted Capital Account Deficit” means, with respect to a Partner, the deficit balance, if any, in its Capital Account maintained for book (but not tax) purposes at the end of the relevant Accounting Period, after giving effect to the following adjustments:

(i) credit to such Capital Account any amounts that the Partner is obligated to restore or is deemed to be obligated to restore pursuant to the penultimate sentences of U.S. Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5); and

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

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

“Administrator” means JPMorgan Hedge Fund Services, a division of JPMorgan Chase Bank, N.A., or such other Person or Persons as the General Partner, in its sole discretion, may appoint to serve as an administrator to the Partnership from time to time.

“Advisers Act” means the U.S. Investment Advisers Act of 1940, as amended.

“Affiliate” of any Person means any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, in the case of the General Partner and the Management Company, the term “Affiliate” shall include Cerberus Capital Management, L.P., and any Affiliated operations companies and loan service companies.

“Aggregate Accrued Incentive Amount” means, as of the applicable Interim GP Distribution Date, the cumulative net aggregate amount of Incentive Distributions accrued to the General Partner on the books of the Partnership as of such date (whether or not distributed).

“AIV” has the meaning set forth in Section 3.3(a).

“Assets Under Management” means [REDACTED]

“Available Capital Commitment” means, with respect to any Partner at any time, the amount, if any, by which (a) such Partner’s Capital Commitment at such time exceeds (b) such Partner’s aggregate Capital Contributions made prior to such time, subject to adjustment as provided in this Partnership Agreement, including without limitation pursuant to Sections 1.6(a), 3.3(a), and 5.1(c). For the avoidance of doubt, at no time shall the amount of any Partner’s Available Capital Commitment exceed such Partner’s Capital Commitment.

“Business Day” means any day except a Saturday, Sunday or other day on which commercial banks in New York City are authorized by law to close.

“Calculating Amount” has the meaning set forth in Section 6.1(b).

“Capital Account” has the meaning set forth in Section 6.8(a).

“Capital Commitment” means, with respect to any Partner at any time, the amount specified as such Partner’s Capital Commitment at the time such Partner was admitted to the Partnership (as adjusted as provided in this Partnership Agreement including in connection with any increase in such Partner’s Capital Commitment pursuant to Sections 1.6 and 5.3(d), which amount shall be set forth on the books and records of the Partnership.

“Capital Contribution” means, with respect to any Partner as of any date of determination, the total amount of contributions made by such Partner to the Partnership, pursuant to the terms of this Partnership Agreement.

[REDACTED]

“Cerberus” means Cerberus Capital Management, L.P. and its general partner and management Affiliates, including the General Partner and other investment management entities, general partner entities, operations companies and loan servicing companies.

“Cerberus Funds” means the Partnership and any and all other funds and accounts managed by Cerberus, including any future investment vehicles and accounts managed by Cerberus.

“Cerberus Operations” means Cerberus Operations and Advisory Company, LLC.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Credit Facility” has the meaning set forth in Section 2.6(a).

“Default” has the meaning set forth in Section 5.3(a).

“Default Amount” has the meaning set forth in Section 5.3(a).

“Defaulting Partner” has the meaning set forth in Section 5.3(b).

“Distributable Cash” means all cash receipts with respect to loans and investments of the Partnership (including all interest and fee amounts) and all other income of the Partnership, net of all expenses and liabilities (including without limitation all amounts reinvested as set forth in Section 6.7 and all expenses due and payable in connection with any Credit Facility, including any requisite payments of interest or principal) and reserves (including but not limited to reserves for Permitted Investments, Tax Distributions, expenses and liabilities including payments of interest or principal in connection with any Credit Facility and any cash being retained on hand, as determined by the General Partner, in its sole discretion), but excluding Tax Distributions.

“Drawdown Date” has the meaning set forth in Section 5.2(b).

“Drawdown Notice” has the meaning set forth in Section 5.2(a).

“Effective Date” means September 5, 2014, the effective date of this Partnership Agreement.

“Event of Default” has the meaning set forth in Section 5.3(b).

“Fee Offset Amounts” has the meaning set forth in Section 2.4(f).

“First Quarterly Period” means the Quarterly Period from and including the Effective Date through and including the last day of the calendar quarter during which the Effective Date occurs.

“GAAP” means U.S. generally accepted accounting principles as such principles may from time to time be amended, revised or adjusted by the U.S. Federal Accounting Standards Advisory Board, the American Institute of Certified Public Accountants or any applicable government authority or regulatory agency thereof.

“General Partner” has the meaning set forth in the preamble to this Partnership Agreement.

“Incentive Distribution” means all distributions made to the General Partner pursuant to or in accordance with Sections 6.1(a)(iii) and 6.1(a)(iv) of this Partnership Agreement.

“Indemnification Obligations” has the meaning set forth in Section 8.1(a).

“Indemnified Party” has the meaning set forth in Section 8.1(a).

“Initial Partnership Agreement” has the meaning set forth in the recitals to this Partnership Agreement.

“Initial Term” has the meaning set forth in Section 3.1(b).

“Interest” means a limited partner interest or general partner interest in the Partnership, as the context may require.

“Interim GP Distribution” has the meaning set forth in Section 6.1(b).

“Interim GP Distribution Date” has the meaning set forth in Section 6.1(b).

“Investment Company Act” means the U.S. Investment Company Act of 1940, as amended.

“Investment Period” has the meaning set forth in Section 3.1(b).

“Last Quarterly Period” means the Quarterly Period ending on the date of the final termination and cancellation of the Partnership (after its final liquidating distribution).

“Limited Partner” means, at any time, any Person who is at such time a limited partner of the Partnership and shown as such on the books and records of the Partnership, in such Person’s capacity as a limited partner of the Partnership. At any time that there is only one Limited Partner, all references in this Partnership Agreement to “Limited Partners” shall be deemed to be references to such Limited Partner. As of the Effective Date, the Limited Partners shall be the Kentucky Retirement Systems and Kentucky Retirement Systems Insurance Trust Fund.

“Majority-in-Interest of the Limited Partners” means Limited Partners representing a majority of the Capital Commitments of all Limited Partners.

“Management Company” has the meaning set forth in Section 2.1(b).

“Management Fee” has the meaning set forth in Section 2.4(a).

“Net Asset Value” means, as of any specified time, the net asset value of the Partnership at such time, calculated as the balance of the total assets of the Partnership minus the total

liabilities of the Partnership, with the value of all loans deemed to be the outstanding principal balance of such loans for purposes of such calculation.

[REDACTED]

[REDACTED]

“Nonrecourse Deductions” has the meaning set forth in U.S. Treasury Regulation Section 1.704-2(b)(1).

“Organizational Expenses” has the meaning set forth in Section 4.1(a).

“Organizational Limited Partner” has the meaning set forth in the preamble to this Partnership Agreement.

“Other Agreement” has the meaning set forth in Section 2.6(d).

“Partner Nonrecourse Debt” has the meaning set forth in U.S. Treasury Regulation Section 1.704-2(b)(4).

“Partner Nonrecourse Debt Minimum Gain” has the meaning set forth in U.S. Treasury Regulation Section 1.704-2.

“Partner Nonrecourse Deductions” has the meaning set forth in U.S. Treasury Regulation Sections 1.704-2(i)(1) and 1.704-2(i)(2).

“Partners” means the General Partner and the Limited Partners, and Partner means any Limited Partner or the General Partner.

“Partnership” means Cerberus KRS Levered Loan Opportunities Fund, L.P., as such limited partnership may from time to time be constituted.

“Partnership Act” means the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §17-101 et seq., as amended.

“Partnership Agreement” means this Amended and Restated Limited Partnership Agreement of the Partnership, as it may be amended and/or restated from time to time.

“Partnership Expenses” has the meaning set forth in Section 4.1.

“Partnership Investments” means secured debt obligations (including loans, participations in loans and other debt instruments or obligations) that have been recently originated by the Partnership and/or one or more Affiliates of the General Partner; other debt obligations originated by Affiliates or unaffiliated third parties; secured debt of U.S. and non-U.S. obligors; publicly-traded bonds; high yield bonds; bank debt; mezzanine or unsecured debt or equity on a stand-alone basis, in connection with a debt investment, as a result of a reorganization, or as a consequence of loan foreclosure or foreclosure on the collateral securing any loans; any instrument or investment described in Section 2.15; and such other securities, instruments or

other investments as may be consistent with the investment program of the Partnership (including any hedging activities of the Partnership and opportunistic investments), as determined by the General Partner, in its sole discretion. The General Partner may cause the Partnership to make one or more investments of the Partnership or establish one or more Credit Facilities or other credit arrangements, directly or indirectly, through an SPV.

"Partnership Minimum Gain" has the meaning set forth in U.S. Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

[REDACTED]

"Person" means any individual, partnership, corporation, limited liability company, trust or other entity.

"Post-Investment Period" means the period commencing [REDACTED] and terminating [REDACTED] thereof, subject to the General Partner's right, in its sole discretion, to extend the Post-Investment Period for up to [REDACTED]. The Post-Investment Period may be further extended by the General Partner with the approval of a Majority-in-Interest of the Limited Partners (excluding, unless otherwise determined by the General Partner pursuant to Section 5.3(b) above, Capital Commitments of Defaulting Partners).

"Potential Clawback Calculation Amount" has the meaning set forth in Section 9.6(a).

"Preferred Return" shall mean an amount, calculated on a Partner-by-Partner basis, equal to a [REDACTED] per annum compounded rate of return in respect of unreturned Capital Contributions to the Partnership from the date of contribution until the date of return of such contribution (on a first in, first out basis), taking into account the amount and timing of each Capital Contribution, distribution and recall of distribution.

"Pro Rata Share" means, as of the applicable date or time, with respect to each Limited Partner, a percentage equal to the quotient of such Limited Partner's Capital Commitment at such time *divided by* the aggregate Capital Commitments of all Partners at such time.

"Proceeding" means any action, claim, suit, investigation or proceeding by or before any court, arbitrator, governmental body or other agency.

"Profits" and "Losses" means, for each Accounting Period, an amount equal to the Partnership's taxable income or loss for such Accounting 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 Section 703(a)(1) of the Code shall be included in taxable income or loss), with the following adjustments:

(i) any income of the Partnership that is exempt from U.S. federal income tax and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be added to such taxable income or loss;

(ii) any expenditures of the Partnership described in Section 705(a)(2)(B) of the Code or treated as Section 705(a)(2)(B) of the Code expenditures pursuant to U.S. Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition shall be subtracted from such taxable income or loss;

(iii) depreciation, amortization and other cost recovery deductions shall be adjusted in accordance with U.S. Treasury Regulation Section 1.704-1(b)(2)(iv)(g);

(iv) if property is distributed in-kind to the Partners, immediately prior to such distribution in-kind, the Partnership shall be treated as having sold the distributed property at its fair market value at such time; and

(v) to the extent an adjustment to the adjusted tax basis of any asset pursuant to Section 734(b) of the Code or Section 743(b) of the Code is required pursuant to U.S. Treasury Regulation Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner's Interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits and Losses.

Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 6.10 of this Partnership Agreement shall not be taken into account in computing Profits or Losses. The amounts of the items of Partnership income, gain, loss or deduction available to be specially allocated pursuant to this Partnership Agreement shall be determined by applying rules analogous to those set forth in this definition.

"Quarterly Period" means each three-month period commencing on January 1, April 1, July 1 and October 1 of each year; provided that the initial Quarterly Period shall commence on the Effective Date and end on the day before the date of commencement of the next Quarterly Period, and the final Quarterly Period shall end on the date of the final termination and cancellation of the Partnership (after its final liquidating distribution).

"Rebalancing Distributions" has the meaning set forth in Section 6.1(c).

"Regulatory Allocations" has the meaning set forth in Section 6.10(g).

"Required Interest" means Limited Partners whose limited partner interests represent more than [REDACTED] of the aggregate Capital Commitments of all Limited Partners of the Partnership.

“SPV” has the meaning set forth in Section 2.2(r).

“Subscription Agreement” means the subscription documents of the Partnership as executed by each of the Limited Partners and accepted by the General Partner.

“Subscription Facility” has the meaning set forth in Section 2.6(b).

“Subsequent Interim GP Distribution Date” has the meaning set forth in Section 6.1(b).

“Substitute Limited Partner” has the meaning set forth in Section 10.2.

“Tax Distributions” has the meaning set forth in Section 6.2.

“Tax Matters Partner” has the meaning set forth in Section 2.9(b).

“Threshold Amount” has the meaning set forth in Section 6.1(b).

“Transfer” has the meaning set forth in Section 10.1(a).



“U.S.” means the United States of America.

“U.S. Treasury Regulations” means the treasury regulations promulgated under the Code, as such treasury regulations may be amended from time to time.