Exhibit 15

Part 1 of 2

EXECUTION COPY

THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

STERLING STAMOS CAPITAL MANAGEMENT, L.P.

Effective as of July 1, 2007

10668992.1

THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF STERLING STAMOS CAPITAL MANAGEMENT, L.P.

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THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF STERLING STAMOS CAPITAL MANAGEMENT, L.P.

Dated as of July 1, 2007

This Third Amended and Restated Limited Partnership Agreement dated as of the date first above written (the "Agreement") among the undersigned "Partners" (as defined below) amends and restates in its entirety, the Second Amended and Restated Limited Partnership Agreement of the Partnership (as defined below) dated August 25, 2004, as amended from time to time prior to the date hereof (the "Amended Agreement"), and shall hereafter govern Sterling Stamos Capital Management, L.P. (the "Partnership"), which was formed on June 3, 2002, the date of the filing of a Certificate of Limited Partnership with the Secretary of State of the State of Delaware pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101 et seq.), as amended from time to time (the "Act"), under its former name, Stamos Partners Capital Management, LP.

PRELIMINARY STATEMENT

WHEREAS, the General Partner (as defined in Section 1.05) and the Limited Partners (as defined in Section 1.05) wish to make certain amendments to the Second Amended and Restated Limited Partnership Agreement of the Partnership dated August 25, 2004.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Amended Agreement is hereby amended and restated in its entirety as of the date first above written:

ARTICLE I

General Provisions

1.01 Definitions. All of the capitalized terms not defined in this Agreement shall have the respective meanings set forth in Annex 1 to the Agreement.

1.02 Partnership Name and Address. The name of the Partnership is Sterling Stamos Capital Management, L.P. The General Partner (as defined below) may change the name of the Partnership or adopt such trade or fictitious names as it may determine. The principal office of the Partnership is located at 450 Park Avenue, New York, New York 10017 or at such other location as the General Partner in the future may designate with notice to the other Partners.

1.03 Term. The term of the Partnership began on the date the certificate of limited partnership of the Partnership was filed, and shall continue until terminated as provided herein.

1.04 Purposes of the Partnership.

(a) The Partnership is organized for the purpose of providing, directly or through subsidiary entities or joint ventures, a full range of investment advisory and management services, and acting as an investment manager or management company of one or more investment funds or other similar entities, and other investment partnerships, limited liability

companies or similar investment vehicles that the General Partner or its affiliates may elect to form (each such investment vehicle, a "Fund" and collectively, the "Funds"). The Partnership may also engage in investment, trading or financing activities of all kinds (for its own account or the accounts of others) and carry on any business relating thereto or arising therefrom, including entering into any partnership, joint venture or other similar arrangement or owning interests in any entity engaged in any of the foregoing activities.

(b) The Partnership shall have the power to engage in all actions, proceedings, activities and transactions that the General Partner may deem reasonably necessary or advisable in connection with the foregoing purposes.

1.05 Registered Office and Registered Agent. The address of the registered office of the Partnership in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, County of Kent, City of Dover, State of Delaware 19901. The name and address of the registered agent of the Partnership in the State of Delaware is National Corporate Research, Ltd., 615 South DuPont Highway, County of Kent, City of Dover, State of Delaware 19901. Such office and such agent may be changed from time to time by the General Partner in its sole discretion.

1.06 The Partners. The general partner of the Partnership is Sterling Stamos Capital Management GP, L.L.C. (the "General Partner") which was formed as of the time of the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to the provisions of the Act, under its former name, Stamos Partners Capital Management GP, LLC. The limited partners of the Partnership (the "Limited Partners") and the General Partner together are referred to as the "Partners" which term shall include any persons or entities each, a "Person" hereafter or previously admitted to the Partnership pursuant to Article VI of this Agreement and shall exclude any Persons who cease or have ceased to be Partners pursuant to Article VII of this Agreement). The names, addresses and initial capital contributions of each of the Partners are set forth in a schedule entitled "Schedule of Partners" (herein called "Schedule A"), which shall be filed with the books and records of the Partnership at the Partnership's principal office (as set forth in Section 1.01) and is hereby incorporated by reference and made a part of this Agreement. Sterling Owners is hereby designated as a "Class A Limited Partner". Merrill Lynch LP Holdings, Inc., is hereby designated as the "Class C Limited Partner." Each Limited Partner, other than Sterling Owners and Merrill Lynch LP Holdings, Inc., shall be designated by the General Partner as a "Class A Limited Partner" or a "Class B Limited Partner". Certain Limited Partners, other than Sterling Owners, may be designated by the General Partner, with such Limited Partner's consent, as "Designated Limited Partners". Certain Limited Partners may be designated by the General Partner as either "Active Partners" or "Passive Partners." All of the foregoing designations shall be reflected on Schedule A.

As used in this Agreement, the term "former Partner" refers to any Partner as hereafter from time to time ceases to be a Partner, whether voluntarily or otherwise, pursuant to the terms and provisions of this Agreement.

1.07 Liability of Partners. The Partners and former Partners shall be liable for the repayment and discharge of all debts and obligations of the Partnership attributable to any fiscal year (or relevant portion thereof) during which they are or were Partners only to the extent of

their respective interests in the Partnership in the fiscal year (or relevant portion thereof) to which any such debts and obligations are attributable.

The Partners and all former Partners shall share all losses, liabilities or expenses suffered or incurred by virtue of the operation of the preceding paragraph of this Section 1.06 in the proportions of their respective interests in the Partnership for the fiscal year (or relevant portion thereof) to which any debts or obligations of the Partnership are attributable. A Partner's or former Partner's share of all losses, liabilities or expenses shall not be greater than his/her and/or its interest in the Partnership for such fiscal year (or relevant portion thereof).

As used in this Section 1.07, the terms "interests in the Partnership" and "interest in the Partnership" shall mean with respect to any fiscal year (or relevant portion thereof) and with respect to each Partner (or former Partner) the Capital Account (as defined in Section 3.02) that such Partner (or former Partner) would have received (or in fact did receive) pursuant to the terms and provisions of Section 7.01 upon withdrawal from the Partnership as of the end of such fiscal year (or relevant portion thereof).

Notwithstanding any other provision in this Agreement other than Section 4.04(e), in no event shall any Partner (including any Reduced Interest Limited Partner) or former Partner be obligated to make any additional contribution whatsoever to the Partnership, or have any liability for the repayment and discharge of the debts and obligations of the Partnership (apart from his/her and/or its interest in the Partnership), except that a Partner (including a Reduced Interest Limited Partner) or former Partner may be required by the General Partner, acting in its sole and reasonable discretion, for purposes of meeting such Partner's obligations under this Section 1.07, to make additional contributions or payments, respectively, up to, but in no event in excess of, the aggregate amount of returns of capital and other amounts actually received by him/her and/or it from the Partnership during or after the fiscal year to which any debt or obligation is attributable. Notwithstanding the foregoing, a former Partner shall not be obligated to make additional contributions or payments pursuant to the preceding sentence from and after the three year anniversary of the date upon which such former Partner transferred all of his/her and/or its interest in the Partnership to another Partner or withdrew from the Partnership.

1.08 Fiscal Year. The fiscal year of the Partnership (the "Fiscal Year") shall end on December 31 of each year.

ARTICLE II

Management of the Partnership

2.01 Management Generally; Conflicts of Interest.

(a) The General Partner shall have authority and control over the operations of the Partnership and the Funds except with respect to those matters explicitly reserved herein to the Board (as defined herein), and no other Partner shall take any part whatsoever in the management, operation or control of the business of the Partnership. Except as explicitly provided herein, the Limited Partners shall have no voting or consent rights with respect to the management, operation or control of the business of the Partnership.

(b) The Partners mutually acknowledge and consent to the conflicts of interests set forth on Exhibits B and C.

2.02 Class C Limited Partner's Consent Rights. Irrespective of the approval of the Board or any other Persons, the Partnership must obtain the prior written consent of the Class C Limited Partner (not to be unreasonably withheld or delayed) before undertaking any of the following:

(a) Entering into any material transaction with (A) the Partnership or any Fund, or (B) the Partnership or any Affiliate of the Partnership that disproportionately benefits any Class A Limited Partner or Class B Limited Partner as compared to the Class C Limited Partner;

(b) Making any *public* statements relating to the Class C Limited Partner's participation in any Fund except pursuant to the "script" that will be mutually agreed among the Partners pursuant to Section 2.07(c)(ii) below;

(c) Compelling any Class C Capital to be Redeemed or withdrawn from any Fund other than for legal, tax or regulatory reasons or upon a dissolution or pro rata downsizing of such Fund (provided that, in the case of a dissolution or a pro rata downsizing, the mandatory redemption of the Class C Capital is pro rata with all other affected investors);

(d) Commencing on behalf of the Partnership any material civil, administrative, regulatory or criminal proceedings or initiating any formal contact with third parties in preparation to do so;

(e) Entering into any material settlements or consent decrees to which the Partnership would be subject;

(f) Making (or causing any Fund to make) any loans to any Class A Limited Partner, Class B Limited Partner or Partnership Senior Personnel;

(g) Forming any Fund in which different investors are permitted to trade at different degrees of leverage (without effective firewalls between the differently-leveraged investors);

(h) Intentionally taking any action, or omitting to take any action, which the General Partner knows is likely to have a material adverse and disproportionate effect on the Class C Limited Partner's partnership interest, except as required by Law (after notice to and consultation with the Class C Limited Partner unless not possible or practical under the circumstances or as required by Law); and

(i) Charging any Fund established after May 17, 2007 Advisory Fees not consistent with existing Funds.

2.03 Sterling Consent Rights. Irrespective of the approval of the Board or any other Persons, the Partnership must obtain the prior written consent of Sterling Owners (not to be unreasonably withheld or delayed) before (i) compelling Sterling Owners or its Permitted

Transferees to redeem or withdraw from any Fund other than for legal, tax or regulatory reasons or upon a dissolution or pro rata downsizing of such Fund (provided that, in the case of a dissolution or a pro rata downsizing, the mandatory redemption of the Sterling Owners is pro rata with all other affected investors) or (ii) changing the name of the Partnership or the name under which the Partnership conducts its business, in either case, to the extent such new name includes "Sterling".

2.04 Authority of the General Partner. Except as otherwise expressly provided in this Agreement (including, without limitation, Sections 2.02, 203 and 2.15), the General Partner shall have the authority, on behalf and in the name of the Partnership, to take any action or make any decisions on behalf of the Partnership hereunder, to carry out any and all of the purposes of the Partnership set forth in Section 1.04 and to perform all acts and enter into and perform all contracts and other undertakings which it may deem necessary or advisable or incidental thereto, including, without limitation, the power to:

(a) manage and direct the business affairs of the Partnership, to do any and all acts on behalf of the Partnership, and to exercise all rights of the Partnership with respect to its interest in any other Person, corporation, partnership or other entity, including, without limitation, the voting of securities, participation in arrangements with creditors, the institution, defense and settlement or compromise of suits and administrative proceedings and other like or similar matters;

(b) acquire, own, lease, sublease, manage, hold, deal in, control or dispose of any interests or rights in real or personal property;

(c) hire, whether part-time or full-time, consultants, attorneys, accountants, appraisers and other advisers for the Partnership or for a Fund;

(d) open, trade and otherwise conduct accounts with brokers and dealers;

(e) open, maintain and close bank accounts and draw checks or other orders for the payment of moneys;

(f) borrow money or obtain credit from banks, or lending institutions or any other Person;

(g) pledge and grant liens, mortgages and other encumbrances on the present and future assets of the Partnership, as collateral security for the present and future obligations of the Partnership and third parties, and to guarantee the obligations of third parties;

(h) make capital expenditures or incur any commitments for capital expenditures;

(i) initiate any legal action for, or settle or release any claim involving, the Partnership;

(j) enter into, amend or terminate any contract;

(k) direct the formulation of investment policies and strategies for, and perform all other acts on behalf of, the Funds and any other clients for which the Partnership acts as investment manager, adviser or in other similar capacities;

(l) perform all acts on behalf of and exercise all rights of the Partnership in its capacity as investment manager or management company, as applicable, of the Funds;

(m) appoint any Partner to serve as an officer of the Partnership, with such Partner's prior written consent, with such titles and responsibilities as the General Partner in its sole discretion deems appropriate; and

(n) authorize any Partner, officer, employee or other agent to act for and on behalf of the Partnership as to the foregoing and all matters pertaining thereto.

Without limiting the General Partner's other authority, except to the extent expressly restricted in this Agreement, the General Partner shall have ultimate authority over (x) the investment policies, products and practices of the Partnership and (y) subject to the Budget, the day-to-day operations of the Partnership and the Class C Limited Partner shall have no authority with respect thereto except as expressly set forth herein. The General Partner shall retain investment discretion over each of the Funds, whether or not sold to Global Private Client investors of the Class C Limited Partner. In the case of Funds marketed to institutional Class C Limited Partner Clients (as opposed to existing investors in the Funds) the Partnership shall act as a sub-advisor to MLAI/or such other entity controlled by Merrill Lynch as the Class C Limited Partner may determine.

2.05 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the certificate of any Partner to the effect that such Partner is then acting as a General Partner, and upon the power and authority of the General Partner as herein set forth.

2.06 Duties of Designated Limited Partners.

(a) Each Designated Limited Partner shall perform such duties relating to the Partnership and its investments as may be reasonably assigned to him or her from time to time by the General Partner.

(b) Each Designated Limited Partner shall carry on his or her duties at an office or offices of the Partnership or in such other location as shall be mutually agreeable to such Designated Limited Partner and the General Partner.

(c) Each Designated Limited Partner agrees to perform his or her duties hereunder diligently, faithfully and loyally, and, unless otherwise provided in writing by the General Partner, shall devote his or her full business time and attention to the affairs of the Partnership.

(d) Each Designated Limited Partner shall observe the provisions contained in any code relating to dealings in securities and such other codes, policies, guidance or statements which have been adopted by the Partnership or which Partners are required to observe by law, by any recognized stock exchange or by any other regulatory body or authority.

2.07 Covenant of Confidentiality.

(a) "Affiliate", when used with respect to any Person, shall mean (i) any other Person at the time directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, (ii) any other Person of which such Person at the time owns, or has the right to acquire, directly or indirectly, 10% or more on a consolidated basis of the equity or beneficial interest of such Person, (iii) any other Person which at the time owns, or has the right to acquire, directly or indirectly, 10% or more of any class of the capital stock or beneficial interest of such Person, (iv) any executive officer, director, employee or other agent of such Person, and (v) when used with respect to an individual, shall include a spouse, any ancestor or descendant, or any other relative (by blood, adoption or marriage), within the second degree of such individual.

(b) Subject to Sections 2.07(c) and (d), prior to the withdrawal of a Class A Limited Partner or Class B Limited Partner from the Partnership (or a Class A Limited Partner or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and thereafter without limitation of time, such Class A Limited Partner or Class B Limited Partner shall not (i) knowingly divulge, furnish or make available to any third Person, without the prior written consent of the General Partner, any trade secrets or other confidential information concerning the Partnership, any of its Affiliates or any of their clients, or any business of the foregoing, including, without limitation, the Partnership's and its Affiliates' formulas, fund management and administration, accounting systems, processes, computer software, trader lists, dealer lists, due diligence files, client lists (including fund sponsor and investor lists), financial information, business strategies, business track record, and personal information about the Partnership, its Affiliates, and their employees and members and which information is of great value to the Partnership, its Affiliates, their employees, and members or other information about the Partnership's clients or their investments and positions in any investment fund for which the Partnership or an Affiliate is a general partner (or acting in a similar capacity) or information about any investment fund advised by the Partnership or an Affiliate or (ii) use any such confidential or proprietary information for any purpose other than on the Partnership's behalf. Notwithstanding the foregoing, nothing herein shall prevent a Class A Limited Partner or Class B Limited Partner or former Class A Limited Partner or Class B Limited Partner from making a disclosure to the extent that (i) such disclosure is in response to lawful subpoenas or court orders and such Class A Limited Partner or Class B Limited Partner provides the Partnership with prior written notice of any such subpoena promptly after the receipt thereof, (ii) the information being disclosed is publicly known at the time of proposed disclosure by such Class A Limited Partner or Class B Limited Partner without violation of any confidentiality restrictions, (iii) the information otherwise is or becomes legally known to such Class A Limited Partner or Class B Limited Partner other than through disclosure by the Partnership, the General Partner or any of their respective Affiliates, (iv) such disclosure, in the written opinion of legal counsel reasonably acceptable to the General Partner, is required by law or regulation, (v) such disclosure, in the written opinion of legal counsel reasonably acceptable to the General Partner, is required by any regulatory authority or self-regulatory organization having jurisdiction over such Class A Limited Partner or Class B Limited Partner or (vi) such disclosure is approved in advance by the General Partner. Prior to making any disclosure required by law, regulation, regulatory authority or self-regulatory organization, each Class A Limited Partner or Class B Limited Partner shall notify the General Partner of such disclosure

and shall deliver to the General Partner a copy of the opinion referred to above. To the extent the General Partner objects to the making of any disclosure requested by any regulatory authority or self-regulatory organization, the Partnership shall bear any reasonable expenses incurred in connection with the defense of its right to not make such disclosure. Prior to making any disclosure with respect to Sterling Owners, its Related Trusts, Permitted Transferees, Affiliates or its members to any third Person, the General Partner shall use its best efforts to advise Sterling Owners of such disclosure.

(c) (i) The Partnership and the Class C Limited Partner and their respective Affiliates, employees, representatives and other agents (collectively, "Representatives") shall, except as mutually agreed among the Partnership, the Class C Limited Partner and their Representatives, hold in strictest confidence the terms of the Purchase Agreement and, to the extent the terms of the Purchase Agreement are reflected herein, this Agreement (although the fact of the existence of the Purchase Agreement and/or this Agreement may be disclosed). For the avoidance of doubt, this Section 2.07(c)~~(i)~~ is intended to permit the use of the information in question in the context of customary offering materials used in accordance with applicable private placement restrictions and Rule 502(c) under the Securities Act of 1933.

(ii) The Partners recognize that the Partnership or the Class C Limited Partner may feel that it is necessary or appropriate to describe the Partnership, the Class C Limited Partner or any Affiliate of the Class C Limited Partner, as the case may be, to Partnership's or the Class C Limited Partner's existing clients and relationships, and the Partners agree that each of the Partnership and the Class C Limited Partner may do so, subject to the Class C Limited Partner's and Partnership's respective agreement to limit the dissemination of the Partnership or the Class C Limited Partner, as the case may be, descriptions to the extent that each of the Partnership and the Class C Limited Partner in good faith determines to be appropriate in light of the confidential nature of such descriptions. In order to facilitate the objectives of this Section 2.07(c), the Partnership and the Class C Limited Partner shall mutually agree on a standard description or "script" to use concerning the Partnership and the Class C Limited Partner in describing the Partnership and the Class C Limited Partner to their respective clients.

(iii) Section 2.07(c) notwithstanding, except as required by law, neither the Partnership nor the Class C Limited Partner shall disseminate information subject to Section 2.07(c) to any Person in a context in which the Partnership or the Class C Limited Partner knew or reasonably should have known that doing so was likely to cause competitive detriment to the other party.

(d) (i) Each of the Partnership and the Class C Limited Partner will be responsible for each of their respective Representatives not divulging, communicating, using to the detriment of the Partnership or any the Class C Limited Partner, for the benefit of any other Person, or misusing in any way, any confidential information relating to or in the possession of the Partnership or the Class C Limited Partner or its Representatives, including, without limitation, information obtained pursuant to Section 9.05(i), (j) or (k), prospective Partnership Personnel lists, Partnership Personnel evaluations, possible Partnership Personnel groupings or statistical performance analysis, except as contemplated by this Section 2.07 or as may be required by law.

(ii) Nothing in this Section 2.07 shall prevent the Class C Limited Partner or the Partnership from using the performance records of one or more Funds in the marketing of such Fund or other Partnership products.

(iii) Subject to the confidentiality restrictions set forth herein, the Partnership shall provide to the Class C Limited Partner upon reasonable notice and during normal business hours, access to all records and "back-up" necessary to make use of the performance results of the Funds for marketing, regulatory or other purposes contemplated by the Purchase Agreement and the transactions described therein.

(iv) The Partnership and the Class C Limited Partner shall be responsible for the Partnership and the Class C Limited Partner, respectively, not making use of, whether for its own benefit or otherwise, any confidential client or solicitation-related information received by it from the other, including, without limitation, client names, lists and introductions, whether or not such use is in any respect competitive with or detrimental to the Partnership.

(e) Notwithstanding anything to the contrary herein, each Partner (and each Representative of such Partner) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the Partnership and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Partner relating to such tax treatment and tax structure.

2.08 Covenant of Non-Solicitation.

(a) Prior to the withdrawal of a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees, who shall not be subject to the restrictions set forth in this Section 2.08) or Class B Limited Partner from the Partnership (or a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and for a period of 24 months thereafter, such Class A Limited Partner or Class B Limited Partner shall not, directly or indirectly, on behalf of such Class A Limited Partner or Class B Limited Partner or any other Person, (i) solicit, induce or encourage the resignation of any Partner or any employee of the Partnership or its Affiliates, or hire any Partner or employee whom the Partnership or its Affiliates employed at any time during the six month period preceding the withdrawal of such Class A Limited Partner or Class B Limited Partner; provided, however, that it shall not be a violation of this provision to hire any Partner or employee who responds to a general advertisement; or (ii) in any way interfere or attempt to interfere with the relationship between the Partnership and its Affiliates and any of their Partners or employees.

(b) Until such time as the Partnership is terminated pursuant to Article VIII herein, prior to the withdrawal of a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees, who shall not be subject to the restrictions set forth in this Section 2.09) or Class B Limited Partner from the Partnership (or a Class A Limited Partner's (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and for a period of 24 months thereafter, such Class A Limited Partner or Class B Limited Partner shall not, directly or indirectly, on behalf of such

Class A Limited Partner or Class B Limited Partner or any other Person, solicit the business of, or provide services for, any client of the Partnership or its Affiliates that directly competes with the management of the Funds or the money management business of the Partnership at the time; and prior to the withdrawal of a Class A Limited Partner or Class B Limited Partner, and thereafter without limitation of time, such Class A Limited Partner or Class B Limited Partner shall not in any way interfere or attempt to interfere with the relationship between the Partnership and its Affiliates and any of their clients. Notwithstanding the foregoing, from and after the withdrawal of a Class A Limited Partner or Class B Limited Partner, such Class A Limited Partner or Class B Limited Partner may solicit the business of, or provide services for, such Person's parents, spouse, children, siblings, parents-in-law, children-in-law or siblings-in-law.

(c) Neither the Partnership nor any Class A Limited Partner or a Class B Limited Partner, on the one hand, nor the Class C Limited Partner, on the other hand, shall contact any Class C Limited Partner personnel or Partnership Personnel, respectively, with the objective of inducing such Person not to continue to devote his or her full business time (or the amount of his or her business time then being devoted) to the Class C Limited Partner or the Partnership, respectively.

2.09 Covenant of Non-Competition.

Until such time as the Partnership is terminated pursuant to Article VIII herein, prior to the withdrawal of a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner from the Partnership (or a Class A Limited Partner's (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and for a period of 12 months thereafter, such Class A Limited Partner or Class B Limited Partner shall not directly compete with the management of the Funds or the money management business of the Partnership. A Class A Limited Partner or Class B Limited Partner that has withdrawn from the Partnership and is thereby subject to the 12-month non-competition provisions of this Section 2.09 shall notify the General Partner of the name and address of each business to which he/she/it provides services during such 12-month period. Such notice must be provided promptly following the date as of which such services commence. Notwithstanding the foregoing, in no event shall Ellen Horing be deemed to have breached this Section 2.09 by her engagement in the operations of her current investment advisory business and her provision of investment advisory services to funds of funds that are currently her clients.

2.10 Non-Disparagement. Prior to the withdrawal of a Partner from the Partnership (or a Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and thereafter without limitation of time, the Partnership and such Partner shall not disparage or defame the other party, their Affiliates, or current or former officers, directors, shareholders, partners or members of any of them, in communications with investors, clients, potential clients, competitors, the media or other Persons with whom any of the above do business or may do business.

2.11 Exculpation.

(a) No Partner (including the General Partner, members of the Board and members of any committees or boards established by the General Partner or the Board) or Affiliate (collectively, the "Indemnified Parties") shall be liable to any other Partner or to the Partnership for any acts or omissions, unless such acts or omissions arise out of, or are attributable to, the gross negligence, willful misconduct or bad faith of the Indemnified Party; nor shall any Indemnified Party be liable to any other Partner or to the Partnership for any action or inaction of any broker or other agent of the Partnership, provided that such broker or agent was selected, engaged or retained by such Indemnified Party in accordance with the standard of care set forth above. Any Indemnified Party may consult with counsel, accountants, investment bankers, financial advisers, appraisers and other specialized, reputable, professional consultants or advisers in respect of Partnership affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such Persons, provided that they shall have been selected in accordance with the standard of care set forth above.

(b) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 2.11 shall not be construed so as to relieve (or attempt to relieve) the Indemnified Parties of any liability to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 2.11 to the fullest extent permitted by law.

2.12 Indemnification.

(a) Each Indemnified Party shall, in accordance with this Section 2.12, be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, expenses (including legal and other professional fees and disbursements), judgments, fines, settlements, and other amounts (collectively, the "Indemnification Obligations") arising from any and all claims, demands, actions, suits or proceedings (whether civil, criminal, administrative or investigative), actual or threatened, in which such Indemnified Party may be involved, as a party or otherwise, by reason of such Person's service to or on behalf of, or management of the affairs of, the Partnership, or rendering of advice or consultation with respect thereto, or which relate to the Partnership, its properties, business or affairs, whether or not the Indemnified Party continues to be such at the time any such Indemnification Obligation is paid or incurred, provided that such Indemnification Obligation resulted from action or inaction of such Indemnified Party that did not constitute gross negligence, willful misconduct or bad faith. The Partnership shall also indemnify and hold harmless an Indemnified Party from and against any Indemnification Obligation suffered or sustained by such Indemnified Party by reason of any action or inaction of any broker or other agent of the Partnership; provided, however, that such broker or agent was selected, engaged or retained by such Indemnified Party in accordance with the standard of care set forth above. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that such Indemnification Obligation resulted from the gross negligence, willful misconduct or bad faith of such Indemnified Party. Expenses (including legal and other professional fees and disbursements) incurred in any proceeding will 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 shall ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Partnership as authorized hereunder.

(b) The indemnification provided by this Section 2.12 shall not be deemed to be exclusive of any other rights to which each Indemnified Party may be entitled under any agreement, or as a matter of law, or otherwise, both as to action in such Indemnified Party's official capacity and to action in another capacity, and shall continue as to such Indemnified Party who has ceased to have an official capacity for acts or omissions during such official capacity or otherwise when acting at the request of the General Partner and shall inure to the benefit of the heirs, successors and administrators of such Indemnified Party.

(c) The General Partner shall have the power to purchase and maintain insurance on behalf of each Indemnified Party, at the expense of the Partnership, against any liability which may be asserted against or incurred by them in any such capacity, whether or not the Partnership would have the power to indemnify the Indemnified Parties against such liability under the provisions of this Agreement.

(d) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 2.12 shall not be construed so as 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 or that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 2.12 to the fullest extent permitted by law.

2.13 Other Matters Concerning the Partners.

(a) Each Partner may rely, and shall be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by him/her and/or it to be genuine and to have been signed or presented by the proper party or parties.

(b) In the sole discretion of the General Partner, subject to the rights of the Class C Limited Partner contained herein, the Partnership may enter into supplementary agreements with (i) one or more Partners regarding the rights and obligations of such Partner(s) with respect to the Partnership and/or (ii) one or more employees of the Partnership regarding the rights and obligations of such employee(s) with respect to the Partnership. Among other things, such agreements may provide for allocations and distributions to a Partner in a manner consistent, to the extent applicable, with the Principles of Compensation, including, but not limited to, allocations and distributions to such Partner after such Partner has become a Reduced Interest Limited Partner in accordance with Section 7.01, and/or bonuses and other compensation to such employees (each, a "Supplementary Agreement"). The Partners acknowledge and agree that, in the event of any conflict between the terms of such Supplementary Agreements and the terms of this Agreement with respect to the rights and obligations of such signatory Partner, the terms of such Supplementary Agreements shall control.

(c) (i) Stamos (so long as he is actively involved in the operation of the Partnership) and the Active Partners shall use best efforts to maintain as much of their respective readily marketable assets (*i.e.*, investments, not residences, automobiles or other possessions, but expressly including their respective net after-tax proceeds from the investment by the Class C Limited Partner in the Partnership) in the Funds as practicable; and

(ii) Stamos and the Active Partners agree to maintain no less than 75% of their respective readily marketable assets invested in the Funds on an ongoing basis. For the avoidance of doubt "readily marketable assets" shall not include assets held for personal use and not for investment purposes.

(d) It shall not constitute a breach of **Section 2.13(c)(i)** for any Partnership Parties to Redeem interests in any Fund in order to fund lifestyle related and other personal financial requirements (such as tuition costs, support for family members, charitable endeavors and the acquisition of one or more residences or in the case of financial difficulties).

(e) (i) The General Partner may permit any or all Active Partners and Partnership personnel to invest in Funds on an Advisory Fee-free basis.

(ii) There is no limitation on the dollar amount invested by Active Partners and Partnership personnel pursuant to this agreement.

2.14 Expenses.

(a) The Partnership shall be responsible for paying, and the General Partner shall pay directly out of Partnership funds, (i) all reasonable costs and expenses incurred in connection with the business of the Partnership, including, without limitation, any out-of-pocket expenses of the General Partner incurred in connection with the business of the Partnership, liability and other insurance premiums, expenses incurred in the preparation of reports to the Partners and any legal, accounting and other professional fees and expenses and (ii) all salaries, bonuses or other compensation paid to employees, officers, consultants or Partners in connection with the business of the Partnership.

(b) Notwithstanding the provisions of clause (a) above, it is recognized that the Partners may incur certain business expenses which, because of their character, are not susceptible to precise computation and accounting. This category includes certain personal contact and entertainment expenses which are very important to the Partnership's business and which are incurred by the Partners at their homes, clubs and other places of entertainment. Also included are miscellaneous business expenses such as travel, telephone calls, taxis, tips, gifts, etc. Instead of charging such expenses to the Partnership, with the resulting uncertainty as to items and amounts, the Partners agree to bear certain of such expenses out of their own funds and shall not be entitled to reimbursement for such expenses. The distributive shares of Partnership income provided for in this Agreement have been established bearing in mind the fact that the business expenses described herein are to be borne by the Partners individually. This Section 2.14(b) shall not be construed to be in derogation of the Partnership's right to reimburse the General Partner or any other Partner for reasonable expenses incurred by them in connection with the business of the Partnership pursuant to Section 4.02.

2.15 Board of Directors.

(a) SS Capital shall have a board of directors (the "Board") comprised of six Persons (the "Board Members"). Subject to Section 2.17, a Majority in Interest of the Active Partners shall designate two Board Members and shall further designate one of such Board Members as the chairman of the Board (the "Chairman"). The Chairman shall have the same

duties and rights as any other Board Member under this Section 2.15, except as provided in Section 2.15(d). The Active Partners hereby designate Peter S. Stamos as one of their Board Members and as the Chairman. Sterling Owners, in its sole discretion, until such time as it and/or its Permitted Transferees owns less than 15% of the Partnership, and thereafter a Majority in Interest of the Passive Partners, shall have the right to designate one Board Member. Subject to Section 2.17, the Class C Limited Partner, in its sole discretion, shall designate three Board Members. Any Board Member who was designated as a Board Member by (i) the Active Partners may be removed and replaced by a Majority in Interest of the Active Partners, (ii) Sterling Owners and/or its Permitted Transferees or, if applicable, the Passive Partners, may be removed and replaced by Sterling Owners and/or its Permitted Transferees or, if applicable, a Majority in Interest of the Passive Partners and (iii) the Class C Limited Partner may be removed and replaced by the Class C Limited Partner in its sole discretion. In the event that the Class C Limited Partner acquires all of the voting interests of the other Partners, the Class C Limited Partner shall thereafter designate all Board Members. Any Board Member may resign at any time by giving written notice of his or her resignation to the General Partner. A resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective. A Majority in Interest of the Active Partners shall designate replacement Board Members upon the effective resignation of the Board Members that were designated by the Active Partners and shall further designate one of the remaining Board Members as the Chairman upon the effective resignation of a Board Member who was designated as such by the Active Partners. Sterling Owners and/or its Permitted Transferees or, if applicable, a Majority in Interest of the Passive Partners shall have the right to designate a replacement Board Member upon the effective resignation of the Board Members who were designated by Sterling Owners and/or its Permitted Transferees or, if applicable, the Passive Partners. The Class C Limited Partner, in its sole discretion, shall have the right to designate replacement Board Members upon the effective resignation of the Board Members who were designated by the Class C Limited Partner. For the avoidance of doubt, in no event shall any Board Member designated by the Active Partners, Sterling Owners and/or its Permitted Transferees, or the Class C Limited Partner, as applicable, owe any fiduciary duty in his or her role as a Board Member to any Partner other than the Partner(s) designating such Board Member.

(b) Subject to the applicable provisions of Sections 2.01 and this 2.15, the General Partner shall have authority and control over the operations of the Partnership and the Funds, except with respect to those matters expressly reserved to the Board as described in the Purchase Agreement or in this Agreement. The Board will meet with the General Partner to discuss broad strategic and business matters as well as the progress of the Partnership in reaching its objectives. The General Partner shall keep the Board apprised, in due course, regarding the operations of the Partnership, and the Board shall be entitled to reasonable ongoing consultation with respect to such operations.

(c) Notwithstanding Section 2.15(b), the Board shall have authority over the following matters:

(i) the Budget;

(A) "Budget" means, for each fiscal year, if such Budget is to be effective for such Fiscal Year, has been approved by the Board by December 15 of the immediately preceding Fiscal Year. In the event of a failure to approve the Budget for a given Fiscal Year on a timely basis, the Budget for such Fiscal Year shall default to the prior Fiscal Year's Budget plus an accretion rate equal to the percentage growth in the AUM from the beginning of the prior Fiscal Year to the end of such prior Fiscal Year, but not to exceed 12.5% and not to be less than 0.0%. Any such "default" increase shall apply on an aggregate, not a line-by-line, basis, and the General Partner shall be entitled to allocate such default increase to particular line items, provided that it acts reasonably in doing so.

(B) The Budget for each Fiscal Year shall include a range for the Bonus Pool and Incentive Pool allocations which will reflect actual EBITDA and AUM levels for such Fiscal Year.

(ii) the retention or termination of the Chief Executive Officer of the Partnership;

(iii) all Sale Transactions other than those specifically provided for herein;

(iv) the Partnership entering into a line of business materially different from alternative investment funds of funds or multi-manager management and related direct trading;

(v) the Partnership exiting a substantial portion of its current lines of business;

(vi) material changes to the Principles of Compensation;

(vii) material changes to the status or size of the Incentive Pool;

(viii) the top five (5) Partnership compensation packages as well as the compensation packages of the top five (5) Partnership Senior Personnel;

(ix) the admission of new Active Partners other than with respect to purchases of existing Partnership interests from Class A Limited Partners or Class B Limited Partners to the extent permitted by this Agreement and set forth in Sections 5.01, 5.02, 5.03 and 5.04;

(x) authorization (but not obligation) of the General Partner to cause the Partnership to make business-related charitable commitments within certain limits set forth in the Budget for any fiscal year; and

(xi) the general structure of the Incentive Pool.

(d) Following a Key Man Event, the Board shall have the full powers of a corporate board, the limitations on the authority of the Board in effect prior to such Key Man Event no longer being applicable.

(e) Meetings of the Board shall be held upon the request of the General Partner, but shall in any event be held not less frequently than once per quarter. The General Partner shall notify all Board Members in writing as to the time, place and purpose of any meeting not fewer than two business days prior to the date of such meeting. All meetings shall be held at the principal place of business of the Partnership, or at such other place as may be reasonably designated by the General Partner.

(f) Each Board Member shall be entitled to cast one vote on all matters coming before the Board (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which such Board Member desires that such vote be cast, or (ii) without a meeting, by a signed writing directing the manner in which such Board Member desires such vote be cast. Any Board Member may waive notice of or attendance at any meeting of the Board and may attend by telephone or any other electronic communication device or may execute a signed written consent in lieu of a meeting. Any Board Member may appoint, in a writing signed by such Board Member and delivered to the Partnership in advance, an alternate person to attend any or all meetings of the Board on such Board Member's behalf and vote on any and all matters put to the Board at any meeting so attended.

(g) A majority of the Board Members present in person or represented by proxy shall constitute a quorum for the transaction of business at any meeting of the Board, and the transaction of business at any meeting of the Board shall require the affirmative vote of at least four of the votes of the Board Members eligible to vote regardless of whether all Board Members are at such meeting; provided that any decision by the Board that would be disproportionately adverse to the General Partner or the Active Partners shall require the approval of at least four of the six Board Members; provided further that any decision by the Board that would be disproportionately adverse to Sterling Owners and/or its Permitted Transferees or the Passive Partners shall require the approval of the Board Member appointed by Sterling Owners and/or its Permitted Transferees or the Passive Partners, as applicable, whether as part of, or in addition to the majority of the votes of the Board Members.

(h) Any one or more Board Members may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all Board Members participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Any written action taken by the Board shall be executed by a majority of the votes of the Board Members; provided that any written action taken by the Board in lieu of a meeting that would be disproportionately adverse to the General Partner or the Active Partners shall be executed by at least four of the six Board Members.

(i) Board Members shall be entitled to reimbursement from the Partnership for all out-of-pocket expenses incurred by them in connection with their membership on the

Board (subject to reasonable limitations on expenses that may be imposed by the General Partner) but shall not be entitled to any other compensation for serving thereon.

2.16 Key Man Insurance.

(a) (i) The Partners agree that the Partnership shall purchase and retain key man insurance with respect to Stamos, whereby upon the death of Stamos, the Partnership shall receive a payment from such key man insurance in the amount of $25 million.

(ii) If at any time, pursuant to the terms of such key man insurance, proceeds of the Partnership's key man insurance policy are not payable to the Partnership, the Class C Limited Partner shall be named, at no additional cost to the Class C Limited Partner, as the beneficiary of 50% of all amounts paid under such key man insurance policy — to the extent such policy permits or the Class C Limited Partner can, at its own expense, negotiate to achieve this result.

(b) (i) The Class C Limited Partner may acquire key insurance with respect to Peter S. Stamos, in an amount which the Class C Limited Partner reasonably believes reflects its risk of loss in the event of the death or Disability of Stamos. The Class C Limited Partner shall negotiate the terms, and the Partnership and Stamos shall cooperate in obtaining, as reasonably requested by the Class C Limited Partner, such insurance.

(ii) The Class C Limited Partner shall pay the premiums associated with any key man insurance of which the Class C Limited Partner is the sole beneficiary.

2.17 Key Man Event.

(a) If a Key Man Event occurs, the Class C Limited Partner shall have the right to replace the Chief Executive Officer of the Partnership and to elect one of the two Board Representatives designated by the Active Partners (giving the Class C Limited Partner the right to elect a majority of the Board). In such event, the Class A Limited Partners and Class B Limited Partners shall have the rights set forth in Exhibit A.

(b) (i) If a Key Man Event occurs, the Class C Limited Partner shall have the right, but not the obligation, to purchase all of Stamos' equity interest in all of SS Capital (the "Stamos Interest") at Major Purchase Fair Market Value. For the avoidance of doubt, the Class C Limited Partner's purchase right under this Section 2.17(b) shall apply only to the entirety, and not to a portion, of the Stamos Interest.

(ii) (A) The Class C Limited Partner must exercise the right to acquire the Stamos Interest under the circumstances contemplated by Section 2.17(b)(i) by written notice to the Board delivered within thirty (30) days of the occurrence of such Key Man Event. Such notice must specify a proposed closing date for the sale received no less than six (6) months following the delivery of such written notice to the Board.

(B) In the event that the Class C Limited Partner does not elect to acquire all of the Stamos Interest as contemplated by Section 2.17(b)(i), the Stamos Interest shall be converted into non-voting Partnership interests and offered to the Class C Limited Partner as well as all Class A Limited Partners and Class B Limited Partners pro rata in accordance with their respective proportionate equity shares in the Partnership. Such offer shall be effected in successive offering rounds in which the Class C Limited Partner and the Class A Limited Partners and Class B Limited Partners who acquire their full proportionate shares in the previous round are permitted to participate until such point, if any, as there are no more bids for the remaining Stamos Interest.

(c) If the Class C Limited Partner does elect to acquire all of the Stamos Interest following a Key Man Event, all Passive Partners shall have the right to sell their interests in SS Capital to the Class C Limited Partner at the Major Purchase Fair Market Value; provided that such tag-along rights shall not be applicable if and to the extent that (based on the proportion of the acquired Stamos Interest acquired by the Class C Limited Partner converted to non-voting Partnership interests) the Class C Limited Partner elects to convert all of the Stamos Interest, as held by the Class C Limited Partner, to non-voting Partnership interests such that the Class C Limited Partner's voting interest does not exceed 50%. To the extent that the Class C Limited Partner elects to convert only part of the Stamos Interest, the tag-along rights of this Section 2.17(c) shall apply to the voting portion of the Stamos Interest.

(d) For the avoidance of doubt, the tag-along rights of Section 2.17(c) shall not apply to sales of the Stamos Interest to Class A Limited Partners and Class B Limited Partners, but only in the event that the Class C Limited Partner acquires the Stamos Interest.

(e) The Major Purchase Fair Market Value of the Stamos Interest shall be determined as of the date of the Key Man Event, and shall be paid to Stamos either in a lump sum or in two installments at the election of the Class C Limited Partner — if in two installments, one promptly after the Major Purchase Fair Market Value is determined in the amount of 50% of such Major Purchase Fair Market Value and the second, also in the amount of 50% of such Major Purchase Fair Market Value, as of the twelfth calendar month-end thereafter; provided, that in the event that Stamos is Terminated for Cause (as defined in Stamos' Employment Agreement) or Resigns during the term of Stamos' Employment Agreement (or any renewal thereof), the initial installment shall be 25% of the Major Purchase Fair Market Value as determined as of the date of the Key Man Event, and the remaining 75% shall be determined as of the twelfth calendar month-end thereafter and shall constitute 75% of the Major Purchase Fair Market Value as then determined; provided that, for purposes of determining the second installment payment due to Stamos under such circumstances, the Major Purchase Fair Market Value as determined as of such twelfth calendar month-end shall be no greater than the Major Purchase Fair Market Value as determined as of the date of the Key Man Event.

2.18 Charitable Programs. Unless authorized by the Board pursuant to Section 2.15(c)(x), the Partnership shall not maintain any charitable programs except such as are customary for similarly situated firms.

2.19 Communications with Existing and Prospective Investors.

(a) (i) All Partnership promotional materials (including all Memoranda) for the ML Branded Funds will be subject to approval by the Class C Limited Partner, such approval not to be unreasonably withheld or delayed, and to be subject to the Repeated Use Exception.

(ii) All promotional material relating to ML Branded Funds prepared by the Class C Limited Partner will be subject to the Partnership's approval, such approval not to be unreasonably withheld or delayed, and to be subject to the Repeated Use Exception.

(iii) The Partnership and the Class C Limited Partner agree that, except in extraordinary circumstances, five (5) Business Days shall be a reasonable period within which to request approval of ML Branded Funds promotional material, and that if no response is received within such period, that such promotional material shall be deemed approved by the Class C Limited Partner or the Partnership, as the case may be.

(b) All written references to either Merrill Lynch or the Partnership distributed by the Partnership or the Class C Limited Partner (or any of its Affiliates), respectively, to third parties shall require the prior written approval of the named Party, unless reasonably deemed by the distributing Party to be required by Law and subject to the Repeated Use Exception.

(c) All written communications covering extraordinary events — *i.e.*, non-routine either in content or circumstances — from the Company to investors in any Fund shall be subject to prior approval by the Class C Member, such approval not to be unreasonably withheld or delayed.

(d) In all descriptions of the investment by the Class C Member in the Company, Merrill Lynch shall be referred to as an investor and, for the avoidance of doubt shall not, so long as Stamos remains Managing Member, be referred to as "controlling" or "having control over" the Partnership or input into its trading.

(e) Partnership Senior Personnel, with knowledge of this **Section 2.19** shall not, on an ongoing basis, initiate targeted communications with Merrill Lynch Financial Advisors (e.g. seminars specifically held for such Merrill Lynch Financial Advisors) regarding their marketing of the Funds, without the prior approval of the Class C Limited Partner, such approval not to be unreasonably withheld. Partnership Senior Personnel shall inform the Class C Limited Partner of any targeted communication subject to this **Section 2.19(e)** promptly upon becoming aware of such targeted communication.

ARTICLE III

Capital Accounts of Partners
and Operation Thereof

3.01 Capital Contributions.

(a) The initial capital contribution of each Partner to the Partnership is set forth in Schedule A hereof.

(b) The Partners may make additional capital contributions to the Partnership at such times and in such amounts as shall be determined by the General Partner in its sole discretion. Such contributions shall not affect the Incentive Percentages, Management Fee Percentages or Sale Percentages of the Partners. Subject to Section 1.07, no Partner shall be required to make additional capital contributions to the Partnership at any time without such Partner's prior consent.

(c) The Partners shall not have any obligation to the Partnership or to any other Partner to restore any negative balance in the Capital Account of such Partner. No interest shall be paid by the Partnership on any capital contributions.

3.02 Capital Accounts.

(a) There shall be established for each Partner on the books of the Partnership a capital account (a "Capital Account"), which shall be maintained and adjusted as provided in Article III. The Capital Account of a Partner shall be credited with (i) the amount of all cash capital contributions by such Partner to the Partnership and (ii) the fair market value of any property contributed by such Partner to the Partnership (net of any liabilities secured by such property that the Partnership is considered to assume or take subject to under Section 752 of the Code). The Capital Account of a Partner shall be credited with any amount credited to such Partner pursuant to Sections 3.04, 3.05 and 3.06, and debited by (i) the amounts debited to such Partner pursuant to Sections 3.04, 3.05 and 3.06, (ii) the amount of any cash distributed to such Partner pursuant to Sections 4.03 and 4.04 and (iii) the fair market value of any asset distributed in kind to such Partner pursuant to Section 4.04(d) (net of any liabilities secured by such asset that such Partner is considered to assume or take subject to under Section 752 of the Code). The Capital Account of each Partner also shall be adjusted appropriately to reflect any other adjustment required pursuant to Treasury Regulations Section 1.704-1 or 1.704-2.

(b) Upon the occurrence of any event specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the General Partner may cause the Capital Accounts of the Partners to be adjusted to reflect the fair market value of the Partnership's assets at such time (as determined by such General Partner in its sole discretion) in accordance with such Regulation.

3.03 Incentive Percentages; Management Fee Percentages; Sale Percentages.

(a) The "Incentive Percentages" of: (i) the Class A Limited Partners shall be as set forth in Schedule A and (other than with respect to Sterling Owners or its Permitted Transferees) unless such modification is proportionate (with respect to all other Partners) and is

in connection with the admission of a new Partner or Partners in a transaction that the General Partner has no reasonable basis not to believe will be accretive to the value of the Partnership (such transaction an "Accretive Transaction") and subject to Board approval to the extent required pursuant to Section 6.01) may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; (ii) the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; provided, however, that the Incentive Percentage of the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year (subject to Section 2.15(c)(viii)); provided, however, that the Incentive Percentage of any Class B Limited Partner whose interest in the Partnership is terminated in accordance with Section 7.01 shall be reallocated, in the sole discretion of the General Partner; provided, further, that any such reallocations shall be subject to the continuing interest of any Reduced Interest Class B Limited Partner (as defined in Section 7.01(d)) pursuant to a Supplementary Agreement in accordance with Section 7.02(a); and (iii) the Class C Limited Partner shall be as set forth in Schedule A and shall not be modified without the consent of the Class C Limited Partner other than in connection with an Accretive Transaction. Subject to Section 6.01, the sum of the Incentive Percentages of all of the Limited Partners shall equal 99 percent.

(b) The "Management Fee Percentages" of: (i) the Class A Limited Partners shall be as set forth in Schedule A and (other than with respect to Sterling Owners or its Permitted Transferees) unless such modification is proportionate (with respect to all other Partners) and is in connection with an Accretive Transaction and subject to Board approval if required pursuant to Section 6.01) may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; (ii) the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; provided, however, that the Management Fee Percentage of the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year (subject to 2.15(c)(viii)) of any Class B Limited Partner whose interest in the Partnership is terminated in accordance with Section 7.01 shall be reallocated, in the sole discretion of the General Partner (subject to Board approval if required pursuant to Section 6.01); provided, further, that any such reallocations shall be subject to the continuing interest of any Reduced Interest Class B Limited Partner pursuant to a Supplementary Agreement in accordance with Section 7.02(a); and (iii) the Class C Limited Partner shall be as set forth in Schedule A and shall not be modified without the consent of the Class C Limited Partner other than in connection with an Accretive Transaction. The sum of the Management Fee Percentages of all of the Limited Partners shall equal 99 percent.

(c) The "Sale Percentage" of the Class C Limited Partner shall be set forth in Schedule A and shall not be modified without the consent of the Class C Limited Partner other than in connection with an Accretive Transaction. Other Partners admitted to the Partnership on the date hereof shall be allocated a Sale Percentage representing a portion of the (i) Capital Net

Income and Partnership Asset Sale Proceeds in the event of a sale of the Partnership's assets, and (ii) Partner Interest Sale Proceeds, in the event of a sale of the Partners' interests in the Partnership, in each case, attributable to the value of the Partnership in excess of the valuation of the Partnership as of July 1, 2007 (such amount, the "Agreed Value of the Partnership"). The amounts of the Agreed Value of the Partnership, as adjusted from time to time, are referred to as the "Adjusted Agreed Value Amounts". Any person hereafter admitted as a Partner may, at the discretion of the General Partner, be allocated a Sale Percentage representing a portion of the (y) Capital Net Income or Partnership Asset Sale Proceeds, in the event of a sale of the Partnership's assets, and (z) Partner Interest Sale Proceeds, in the event of a sale of the Partners' interests in the Partnership, in each case, attributable to the value of the Partnership in excess of the Adjusted Agreed Value Amounts of the Partnership as of the date of such admission. In the event a Partner is awarded a Sale Percentage other than at the time of a Sale Transaction, the Adjusted Agreed Value Amounts shall be determined by a third party selected by the Partnership.

3.04 Allocations. As of the close of business on the last day of the relevant Accounting Period, subject to Section 3.05 hereof and the last sentence of this Section 3.04, allocations to the Partners shall be made as follows:

(a) Incentive Fees shall be credited to the Capital Accounts of the Partners in accordance with their Incentive Percentages as of the last day of the Accounting Period as of which such Incentive Fees were earned.

(b) Management Fees shall initially be credited to the Capital Accounts of the Partners in accordance with their Management Fee Percentages as of the last day of the Accounting Period as of which such Management Fees were earned. Notwithstanding the foregoing, any Management Fee initially allocated to the Partners (other than the Class C Limited Partner) with respect to a Fiscal Year (or in the case of the Fiscal Year beginning January 1, 2007, allocated with respect any Accounting Period beginning on or after July 1, 2007) shall be reallocated between the Class C Limited Partner and the other Partners as follows:

(i) 100% to the Class C Limited Partner's Capital Account until the Class C Limited Partner has been allocated during such Fiscal Year under this clause (1) the sum of (i) any Shortfall (defined below) from a preceding Fiscal Year that has not been previously allocated to the Class C Limited Partner pursuant to this clause (1)(i) and (ii) the aggregate Preferred Return (defined below) for the current Fiscal Year; and

(ii) the remainder to the Capital Accounts of the other Partners in the same proportions as the initial allocations had been made for such Fiscal Year.

(c) The "Preferred Return" shall be calculated with respect to each separate amount that is invested in a Fund on or after the date hereof, by an investor that was initially referred by the Class C Limited Partner (i.e. the Class C Limited Partner was the primary factor in such investor first being introduced to SS Capital as an investment opportunity) (other than proprietary capital) (such investment, a "GRP Investment") and shall equal 0.50% (annualized) of such GRP Investment for the 36-month period following the date such GRP Investment is made in the applicable Fund. If such GRP Investment is withdrawn from the applicable Fund

prior to the end of the 36-month period, the Preferred Return with respect to such GRP Investment shall cease to accrue at the time of such withdrawal. If as of the end of any Fiscal Year, the aggregate Preferred Return for such Fiscal Year has not been allocated to the Class C Limited Partner pursuant to clause (b)(1)(ii) above, then such difference shall constitute a shortfall (the "Shortfall"). Such Shortfall shall be a priority allocation to the Class C Limited Partner's Capital Account as provided in Section 3.04(b)(i) in the immediately following fiscal year.

(d) Net Income or Net Loss shall be credited or debited to the Capital Accounts of all Partners in accordance with their Incentive Percentages as of that date; provided, however, that any Capital Net Income attributable to a sale of 100% of the Partnership's assets shall be allocated as follows:

(i) first, any Capital Net Income built into the Agreed Value of the Partnership shall be allocated solely to the Class C Limited Partner and other Partners admitted prior to the date hereof, as well as any Partner who purchases an equity interest in the Partnership at fair market value, in accordance with their participation in such amount described in Schedule A;

(ii) second, any additional Capital Net Income built into the Adjusted Agreed Value Amounts that have been determined up to that time shall be allocated to the Class C Limited Partner and the other Partners who participate in any portion of such Adjusted Agreed Value Amounts *pro rata* based on their Sale Percentages with respect to such amount of Capital Net Income; and

(iii) third, any remaining amount of Capital Net Income shall be allocated to the Class C Limited Partner and the other Partners based on their current Sale Percentages.

(iv) Any Capital Net Income attributable to a sale of less than 100% of the Partnership's assets shall be allocated to the Partners pursuant to Section 3.04(c)(i)-(iii), provided, however, that for the purpose of this Section 3.04(d)(iv), each of the Agreed Value of the Partnership and the Adjusted Agreed Value Amounts that have been determined up to that time shall be multiplied by the percentage of the value of the Partnership's assets being sold.

Notwithstanding the foregoing, any taxes (such as the New York City Unincorporated Business Tax) which are paid by the Partnership with respect to Incentive Fees, Management Fees or any item of Net Income allocable to one or more Partners shall be debited to the Capital Accounts of such Partners to reflect equitably such Partner's proportionate share of such taxes.

(e) Notwithstanding the allocations of Incentive Fees and Management Fees described in Sec. 3.04(a) and 3.04(b), the Class C Limited Partner will not share in any of the Incentive Fees or Management Fees or expenses (including related Bonuses of the Partnership) that would have been calculated as of June 30, 2007 had June 30, 2007 been December 31, 2007, irrespective of when such Incentive Fees or Management Fees are actually received or such

expenses paid; provided that any reversal of accrued Incentive Fees subsequent to June 30, 2007 shall in no respect be allocated by the Partnership as gains or losses to the Class C Limited Partner.

3.05 Special Allocations.

(a) Section 704(b) Allocation Limitations. Notwithstanding Section 3.04, special allocations of income and gain or specific items of income or gain may be specially allocated for any fiscal year (or other period) as follows:

(i) Minimum Gain Chargeback. The Partnership shall allocate items of income and gain among the Partners at such times and in such amounts as necessary to satisfy the minimum gain chargeback requirements of Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(ii) Qualified Income Offset. The Partnership shall specially allocate items of income and gain when and to the extent required to satisfy the "qualified income offset" requirements within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

3.06 Adjustment of Allocations. In the event that the General Partner reasonably determines that the allocations otherwise required pursuant to Section 3.04 or 3.05 would not properly reflect the economic arrangement of the Partners or would otherwise cause any inequitable or onerous result for any Partners, then, notwithstanding any provision in this Agreement to the contrary, the General Partner may, with the consent of the Class C Limited Partner to the extent such adjustment affects the Class C Limited Partner, adjust such allocations in such manner as the General Partner reasonably determines to be required to prevent such result, provided that such adjustments are not inconsistent with Section 3.03 above.

(a) Transaction Expenses. Notwithstanding anything in Section 3.04, Section 3.05 or this Section 3.06 to the contrary, the expenses associated with the transactions contemplated by the Purchase Agreement will be specially allocated against the Capital Accounts of the Class A Limited Partners and the Class B Limited Partners.

(b) Bonus Pool. Notwithstanding anything in Section 3.04, Section 3.05 or this Section 3.05 to the contrary, the expenses associated with the payment by the Partnership of bonuses to such employees as determined by the General Partner, to the extent that such payments are made out of amounts contributed to the Partnership by the Class A Limited Partners and Class B Limited Partners, will be specially allocated against the Capital Accounts of the Class A Limited Partners and the Class B Limited Partners who make such contributions.

3.07 Liabilities. Liabilities shall be determined in accordance with generally accepted accounting principles applied on a consistent basis; provided, however, that the General Partner may provide reasonable reserves for estimated accrued expenses, liabilities or contingencies, whether or not in accordance with generally accepted accounting principles.

3.08 Allocations for Tax Purposes. The Partnership's ordinary income and losses, capital gains and losses and other items as determined for Federal income tax purposes (and each

item of income, gain, loss or deduction entering into the computation thereof) shall be allocated to the Partners in the same proportions as the corresponding "book" items are allocated pursuant to Sections 3.04, 3.05 and 3.06. Notwithstanding the foregoing sentence, Federal income tax items relating to any Section 704(c) Property shall be allocated among the Partners in accordance with the principles of Section 704(c) of the Code and Treasury Regulations Sections 1.704-1(b)(2)(iv)(f) and (g), 1.704-1(b)(4)(i) and 1.704-3(e), to take into account the difference between the fair market value and the tax basis of such Section 704(c) Property as of the date of its revaluation pursuant to Section 3.02(b) of this Agreement. Items described in this Section 3.08 shall neither be credited nor charged to the Partners' Capital Accounts.

3.09 Determination by the General Partner of Certain Matters. Except as otherwise set forth in Section 2.15, all matters concerning valuations and the allocation of taxable income, deductions, credits, Incentive Fees, Management Fees and Net Income or Net Loss among the Partners, including taxes thereon and accounting procedures, and the operation of Sections 3.11 and 10.08 hereof not expressly provided for by the terms of this Agreement, shall be equitably determined in good faith by the General Partner, whose determination shall be final, conclusive and binding as to all of the Partners.

3.10 Adjustments by the General Partner to Take Account of Certain Events. In the event that a Partner shall be admitted to, or shall withdraw from, the Partnership other than at the end of the Partnership's fiscal year, allocations among the Partners and accounting procedures shall be equitably determined in good faith by the General Partner, whose determination shall be final, conclusive and binding as to all of the Partners.

3.11 Management of Additional Funds. The General Partner shall apply the principles of Article III and Section 4.04, insofar as such principles affect (a) Incentive Percentages and allocations of Incentive Fees and Management Fees and (b) withdrawals and distributions from Capital Accounts in respect of such items, on a separate basis with respect to each Fund.

ARTICLE IV

Loans to Partners; Compensation of the Partners; Withdrawal of Capital by Partners; Distributions; Limitations on Distributions and Withdrawals

4.01 Loans to Partners. Subject to Section 2.02, without the consent of the General Partner, whose consent may be withheld in its sole discretion, the Partnership shall not make loans to any Partner.

4.02 Compensation of the Partners; Expenses. (a) In the sole discretion of the General Partner (subject to Board approval if required pursuant to Section 2.15(c)(vii)), or as provided in a separate written agreement, the Partnership may, in a manner consistent with the Principles of Compensation to the extent applicable, make a guaranteed payment or enter into other compensation arrangements with any Partner, provided that such payment or other compensation shall not reduce the Incentive Percentage or Management Fee Percentage of such Partner, nor the aggregate Incentive Percentages or Management Fee Percentages of the class of

Partners to which such Partner belongs, as a Partner under this Agreement unless otherwise expressly agreed by such Partner or such class, as applicable; and the Partnership shall reimburse the General Partner for reasonable out-of-pocket expenses incurred by it in connection with the business of the Partnership.

(b) Bonus Pool.

(i) The Budget for each year shall include an aggregate Bonus Pool amount. Such Bonus Pool shall be separate from, and in addition to, the Incentive Pool provided in **Section 4.02(c)**.

(ii) Neither the General Partner nor Stamos shall be eligible to receive any amounts from the Bonus Pool.

(iii) (A) The General Partner shall determine the allocation of the Bonus Pool for each Fiscal Year among the Partnership personnel in a manner consistent with industry "best practices" as agreed with the Board and the Principles of Compensation.

(B) Stamos will discuss with the Class C Limited Partner the Bonuses awarded by the General Partner to the extent that the Class C Limited Partner may reasonably request.

(c) Incentive Pool.

(i) The Partnership shall establish an Incentive Pool program which shall provide for bonuses, in addition to the bonuses paid from the Bonus Pool included in the annual Budget.

(ii) The structure of the Incentive Pool shall generally be as determined by the Board.

(iii) (A) The General Partner shall determine the awards to be made from the Incentive Pool, subject to Board approval of the top five (5) Partnership compensation packages as well as the compensation packages of the top five (5) Partnership Senior Personnel.

(B) As of the date hereof, the following Partnership employees constitute the top five (5) Partnership Senior Personnel: Kevin Barcelona, Ashok Chachra, Jared Kanover, Daniel Okimoto and Kevin Okimoto.

(iv) The Budget shall set forth the maximum aggregate Incentive Pool as a percentage of the Performance Fees and profit allocations attributable to each Fiscal Year, such percentage not to exceed 20%.

(v) (A) The General Partner may determine not to allocate the full Incentive Pool for any given Fiscal Year; provided that doing so will not result in any "carryover" bonuses being available for allocation among subsequent Fiscal Years.

(B) For the avoidance of doubt, any amounts which Stamos elects not to allocate as Bonuses for the Incentive Pool shall be allocated to the Partners in accordance with the Incentive Percentages held by each.

(vi) Neither the General Partner nor Stamos shall be eligible to receive any amounts from the Incentive Pool.

4.03 Withdrawals. Except as provided in Section 5.08 or Section 7.01(a), without the consent of the General Partner, which consent may be withheld in its sole discretion, no Partner may withdraw capital from the Partnership.

4.04 Distributions. Distributions shall be made to the Partners at the times and in the amounts determined by the General Partner, provided that such distributions of Net Cash Flow shall be made at least quarterly. Such distributions shall be made as follows:

(a) All amounts, if any, available for distribution which are attributable to Incentive Fees and Management Fees shall be distributed to the Partners in accordance with their respective Incentive Percentages and Management Fee Percentages, as applicable; provided, however, that the Preferred Return shall be distributed to the Class C Limited Partner prior to any distribution of Management Fees earned on or after July 1, 2007 made to Partners.

(b) Except as provided in Section 4.04(b), all other amounts available for distribution shall be distributed to the Partners in accordance with their respective Incentive Percentages; provided, however, that any Partnership Asset Sale Proceeds attributable to a sale of 100% of the Partnership's assets that does not lead to a liquidation of the Partnership, shall be distributed to the Partners in accordance with, and in proportion to, their respective Sale Percentages. Any such distribution shall be made as follows:

(i) first, any Partnership Asset Sale Proceeds up to an amount equal to the Agreed Value of the Partnership shall be allocated solely to the Class C Limited Partner and other Partners admitted prior to the date hereof, as well as any Partner who purchases an equity interest in the Partnership at fair market value, in accordance with their participation in such amount described in Schedule A;

(ii) second, any additional Partnership Asset Sale Proceeds up to the difference between the Adjusted Agreed Value Amounts that have been determined up to that time and the Agreed Value of the Partnership or any previously determined Adjusted Agreed Value Amount, as applicable, shall be distributed to the Class C Limited Partner and the other Partners who participate in any portion of such Adjusted Agreed Value Amounts *pro rata* based on their Sale Percentages; and

(iii) third, any remaining amount of Partnership Asset Sale Proceeds shall be distributed to the Class C Limited Partner and the other Partners based on their current Sale Percentages.

(iv) Partnership Asset Sale Proceeds attributable to a sale of less than 100% of the Partnership's assets shall be distributed to the Partners pursuant to Section 4.04(b)(i)-(iii), provided, however, that for the purpose of this Section

4.04(b)(iv), each of the Agreed Value of the Partnership and the Adjusted Agreed Value Amounts that have been determined up to that time shall be multiplied by the percentage of the value of the Partnership's assets being sold.

(c) Notwithstanding any other provision in this Section 4.04, all amounts distributed in connection with a liquidation of the Partnership or the sale or other disposition of all or substantially all of the assets of the Partnership that leads to a liquidation of the Partnership shall be distributed to the Partners in accordance with, and in proportion to, their respective Capital Account balances, as adjusted for all Partnership operations and allocations up to and including the date of such distribution.

(d) At the sole discretion of the General Partner, the Partnership may make distributions pursuant to this Section 4.04 in cash and/or in kind. If cash and property are to be distributed in kind simultaneously, the Partnership shall distribute such cash and property in kind in the same proportion to each Partner, unless otherwise agreed by such Partner. For purposes of determining amounts distributable to the respective Partners under this Section 4.04, any property to be distributed in kind shall have the value assigned to such property by the General Partner, and the amount of Net Income or Net Loss that would have been realized had such assets been sold at their fair market value shall be allocated to the Capital Accounts of the Partners pursuant to Sections 3.04 and 3.05 of this Agreement immediately prior to such distribution. Notwithstanding the foregoing, any Partner may request that the General Partner cause the Partnership to sell or otherwise exchange or dispose of for cash (at such Partner's sole cost and expense) any property to be distributed to such Partner, and the Partnership shall do so and distribute the proceeds to such Partner as satisfaction in full with respect to such distribution.

(e) (i) The General Partner may withhold and pay over to the Internal Revenue Service (or any other relevant taxing authority) such amounts as the Partnership is required to withhold or pay over, pursuant to the Code or any other applicable law, on account of a Partner's distributive share of the Partnership's items of gross income, income or gain; provided, that the General Partner shall consult with the Class C Limited Partner to the extent reasonably practicable prior to withholding any amounts from any distribution to the Class C Limited Partner.

(ii) For purposes of this Agreement, any taxes so withheld or paid over by the Partnership with respect to a Partner's distributive share of the Partnership's gross income, income or gain shall be deemed to be a distribution or payment to such Partner, reducing the amount otherwise distributable to such Partner pursuant to this Agreement and reducing the Capital Account of such Partner. If the amount of such taxes is greater than any such distributable amounts, then, notwithstanding anything in this Agreement to the contrary, such Partner and any successor to such Partner's interest in the Partnership shall pay the amount of such excess to the Partnership, as a contribution to the capital of the Partnership.

(iii) The General Partner shall not be obligated to apply for or obtain a reduction of or exemption from withholding tax on behalf of any Partner that may be eligible for such reduction or exemption. To the extent that a Partner claims to be entitled to a reduced rate of, or exemption from, a withholding tax pursuant to an

applicable income tax treaty, or otherwise, the Partner shall furnish the General Partner with such information and forms as such Partner may be required to complete where necessary to comply with any and all laws and regulations governing the obligations of withholding tax agents. Each Partner represents and warrants that any such information and forms furnished by such Partner shall be true and accurate and agrees to indemnify the Partnership and each of the Partners from any and all damages, costs and expenses resulting from the filing of inaccurate or incomplete information or forms relating to such withholding taxes.

(iv) Each individual Partner who is not a New York State resident and each corporate Partner (other than an S corporation) shall deliver to the Partnership an executed New York State Department of Taxation and Finance Form IT-2658-E (or any successor form) or CT-2658-E (or any successor form), as applicable, within 10 days of the date of such Partner's admission to the Partnership, and each such Partner shall update such form as required to ensure that the Partnership will not be required to withhold on such Partner's allocable share of the Partnership's New York source income.

4.05 Limitation on Distributions and Withdrawals. Distributions and permitted withdrawals are subject to the provision by the Partnership for (a) all Partnership liabilities in accordance with the Act and (b) reserves for liabilities taken in accordance with Section 3.07 hereof. The unused portion of any cash reserve shall be distributed, with interest at the prevailing savings bank rate for unrestricted deposits from time to time in effect in New York, New York, as reasonably determined by the General Partner, after the General Partner has reasonably determined that the need therefor shall have ceased.

ARTICLE V

Transfers of Interests

5.01 Transfer of Partnership Interests.

(a) Except as separately agreed to in writing or, with respect to the Class C Limited Partner, as provided in Section 5.04(c), so long as Peter S. Stamos controls the General Partner, no Partner shall have the right to sell, assign, pledge, transfer or otherwise dispose of all or any part of its interest in the Partnership without the consent of the General Partner, which consent may be withheld in its sole discretion. Each Class A Limited Partner or Class B Limited Partner may assign or transfer without the consent of the General Partner all or a portion of such Class A Limited Partner's or Class B Limited Partner's interest in the Partnership (excluding the voting rights relating thereto, which shall remain with such Class A Limited Partner or Class B Limited Partner) and all or a portion of such Class A Limited Partner's or Class B Limited Partner's Incentive Percentage (as defined in Section 3.03(a)) and Management Fee Percentage (as defined in Section 3.03(b)) to (i) a trust created for the benefit of one or more of such Limited Partner's, or in the case of Sterling Owners, its members and/or its member's, parents, spouse or children or other Persons or entities designated by such Partner (a "Related Trust") and/or (ii) an Affiliate and/or (iii) in the case of Sterling Owners, its members and/or its members' parents, spouse, child or other related or familial party (any of the foregoing described in clause (i), (ii) or

(iii), a "Permitted Transferee"). Such a Related Trust and/or Affiliate shall be admitted to the Partnership as a non-voting Limited Partner and such newly admitted Limited Partner shall have and shall be entitled to all of the rights of such assigning and/or transferring Limited Partner. Any purported sale, assignment, pledge, transfer or other disposition of all or any part of an interest in the Partnership in contravention of this Section 5.01 (a) shall be null and void and of no force and effect.

(b) In addition to the General Partner consent right contained in Section 5.01 (a), other than with respect to transfers expressly contemplated by this Agreement (including without limitation Section 5.01(a)), transfers for estate planning purposes or from a Class A Limited Partner or a Class B Limited Partner to one or more entities directly or indirectly wholly owned by such Class A Limited Partner or a Class B Limited Partner, (x) the Active Partners shall not transfer their interests in the Partnership without the prior written consent of the Class C Limited Partner and (y) the Passive Partners shall not transfer their interests in the Partnership without first complying with Sections 5.02, 5.03 and 5.04, as applicable; provided that with respect to transfers made for estate planning purposes or to an entity wholly-owned by such Class A Limited Partner or a Class B Limited Partner, such Class A Limited Partner or a Class B Limited Partner shall retain all voting rights with respect to such Partnership interests, and such Partnership interests shall remain in the hands of the transferees, subject to all of the provisions and limitations described herein as were applicable to such Partnership interests in the hands of the transferor.

5.02 No Transfers in First 18 Months.

(a) In addition to the consent rights contained in Section 5.01(a) and (b), no Class A Limited Partner or Class B Limited Partner may transfer their Partnership interests prior to January 1, 2009 other than (i) pursuant to the second sentence of Section 5.01(a), Section 5.03 or 5.04, (ii) transfers from any Class A Limited Partner or a Class B Limited Partner to an entity directly or indirectly owned and controlled by such Class A Limited Partner or such Class B Limited Partner, (iii) transfers among the Sterling Investors, or (iv) transfers made for purposes of estate planning; provided that with respect to transfers made pursuant to clause (ii) or (iv) of this Section 5.02(a), such Class A Limited Partner or a Class B Limited Partner shall retain all voting rights with respect to such Partnership interests, and such Partnership interests shall remain in the hands of the transferees, subject to all of the provisions and limitations described herein as were applicable to such Partnership interests in the hands of the transferor.

(b) Notwithstanding the foregoing, on or prior to January 1, 2009 (or such other date as may be most tax-efficient with respect to such acquisition), Stamos shall be permitted to acquire from Spiro Stamos, and Spiro Stamos shall be permitted to transfer to Stamos, 2.5% of the outstanding Partnership interests such that Spiro Stamos's Partnership interest shall be reduced to 0.5% and Stamos' Partnership interest shall be increased to 20% (in each case, calculated on a fully-diluted basis).

(c) Neither the General Partner nor Stamos may transfer (directly or indirectly) their respective Partnership interests while Stamos remains active with the Partnership except (i) with the approval of the Board or (ii) to estate or tax planning vehicles.

5.03 Sterling Owners' Agreed Sales of Equity.

(a) Sterling Owners (or its Permitted Transferees) shall be permitted to honor their agreement with the Class C Limited Partner (the "Sterling Owners' Agreed Sales of Equity") to sell (directly or indirectly) at least 1% of the Partnership interests (for the avoidance of doubt, 1% of the total outstanding Partnership interests, not 1% of the Partnership interests held by the Sterling Owners) to the Active Partners during each of the five successive twelve-month periods following July 1, 2007 for an aggregate of 5% over such 60-month period.

(b) In the event that the other Class A Limited Partners do not agree to acquire the full 1% of the outstanding Partnership interests offered pursuant to the Sterling Owners' Agreed Sales of Equity during any given twelve-month period as set forth in Section 5.03(a), the unsold amount shall carry forward and be available for sale in subsequent such twelve-month periods.

(c) All Sterling Owners' Agreed Sales of Equity shall be effected under the auspices of, and pursuant to the procedures established by, the Partnership, so as to achieve a dispersion of such Partnership interests among the Active Partners.

(d) The purchase price for the Sterling Owners' Agreed Sales of Equity shall be determined based on Minor Purchase Fair Market Value.

5.04 Right of First Offer on Equity Sales.

(a) Active Partners (including those first acquiring Partnership interests after the date hereof) shall have the right of first offer over (i) Sterling Owners' Agreed Sales of Equity in an amount not to exceed 5% and (ii) sales of equity by Spiro Stamos, Christopher Stamos, Basil Stamos or Daniel Okimoto and Active Partners in an amount not to exceed 2.5%.

(b) (i) Subject to the Sterling Owners' Agreed Sales of Equity and the Active Partners' priority right to purchase Partnership interests, beginning January 1, 2009, Passive Partners may sell Partnership interests; provided that the Class C Limited Partner and the Active Partners, as a group (which group shall not be required to purchase in the same proportions as their then-current ownership of Partnership interests), shall each have a Right of First Offer with respect to 50% of all such sales of Partnership interests by Passive Partners until such time, if any, as the Partnership interests become publicly-traded.

(ii) (A) For the avoidance of doubt, neither the Class C Limited Partner nor the Active Partners shall have any obligation to acquire any or all of any Passive Partner's Partnership interests. In the event that either the Class C Limited Partner or the Active Partners as a group do not elect to acquire all of their portion of such available Partnership interests, the Class C Limited Partner (in the case of the Active Partners) or the Active Partners (in the case of the Class C Limited Partner), as applicable, shall be permitted to purchase the remaining Partnership interests. If neither the Class C Limited Partner nor the Active Partners elect to do so, part or all of such Partnership interests may be offered to third parties other than competitors of the Partnership by Passive Partners.

(B) All Partnership interests acquired by the Class C Limited Partner from any Class A Limited Partner or any Class B Limited Partner, other than Peter S. Stamos, shall remain non-voting unless otherwise agreed by the Class A Limited Partner or Class B Limited Partner and the Class C Limited Partner.

(iii) Passive Partners may transfer Partnership interests to Permitted Transferees or for estate planning purposes without first complying with this Section 5.04(b) so long as such transfer satisfies the proviso in Section 5.01.

(c) Class C Limited Partner Transfers.

(i) The Class A Limited Partners and Class B Limited Partners shall have a Right of First Offer with respect to any sale of Partnership interests by the Class C Limited Partner.

(ii) For the avoidance of doubt, the Class A Limited Partners and Class B Limited Partners shall not have any obligation to acquire any or all of any Partnership interests offered to them by the Class C Limited Partner, and if they elect not to do so, part or all of such Partnership interests may be offered to third parties other than competitors of the Partnership by the Class C Limited Partner pursuant to the right of first offer.

(iii) The Class C Limited Partner may transfer, from time to time, part or all of the Class C Limited Partner's Partnership interests among controlled Affiliates of the Class C Limited Partner without consent or being subject to a Right of First Offer, provided that such transferee executes an instrument of accession, agreeing to be bound by the applicable terms and conditions relating to the Partnership interests. In no event shall the Class C Limited Partner's Partnership interests be held by any entity not controlled by Merrill Lynch, Pierce, Fenner & Smith Incorporated. Notwithstanding the foregoing, such assignment shall not be permitted if, as a result, the Class C Limited Partnership Interests would be treated as being held in the aggregate by more than ten partners, as determined in accordance with Treasury Regulations Section 1.7701-1(h).

(d) For purposes of this Section 5.04, "Right of First Offer" shall mean that the Partner selling its Partnership interests (such Partner, the "Offeror") must first offer such Partnership interests (or the portion thereof proposed to be transferred) to Active Partners and/or the Class C Limited Partner, as applicable (the "Offerees") in accordance with this Section 5.04(d). Such offer shall set forth the material terms (including purchase price, payment period and financing) on which the Offeror proposes to offer its Partnership interests (or portion thereof) for sale.

(i) The Offerees shall have 30 days following receipt of such offer to inform the Offeror in writing that one or more Offerees will acquire its pro rata portion, if applicable, of the Partnership interests (or portion thereof) on such terms — the Offerees to specify a closing date within 90 days of such notice from the Offeror.

EXECUTION COPY

THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

STERLING STAMOS CAPITAL MANAGEMENT, L.P.

Effective as of July 1, 2007

10668992.1

THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF STERLING STAMOS CAPITAL MANAGEMENT, L.P.

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THIRD AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT OF STERLING STAMOS CAPITAL MANAGEMENT, L.P.

Dated as of July 1, 2007

This Third Amended and Restated Limited Partnership Agreement dated as of the date first above written (the "Agreement") among the undersigned "Partners" (as defined below) amends and restates in its entirety, the Second Amended and Restated Limited Partnership Agreement of the Partnership (as defined below) dated August 25, 2004, as amended from time to time prior to the date hereof (the "Amended Agreement"), and shall hereafter govern Sterling Stamos Capital Management, L.P. (the "Partnership"), which was formed on June 3, 2002, the date of the filing of a Certificate of Limited Partnership with the Secretary of State of the State of Delaware pursuant to the provisions of the Delaware Revised Uniform Limited Partnership Act (6 Del. C. § 17-101 et seq.), as amended from time to time (the "Act"), under its former name, Stamos Partners Capital Management, LP.

PRELIMINARY STATEMENT

WHEREAS, the General Partner (as defined in Section 1.05) and the Limited Partners (as defined in Section 1.05) wish to make certain amendments to the Second Amended and Restated Limited Partnership Agreement of the Partnership dated August 25, 2004.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Amended Agreement is hereby amended and restated in its entirety as of the date first above written:

ARTICLE I

General Provisions

1.01 Definitions. All of the capitalized terms not defined in this Agreement shall have the respective meanings set forth in Annex 1 to the Agreement.

1.02 Partnership Name and Address. The name of the Partnership is Sterling Stamos Capital Management, L.P. The General Partner (as defined below) may change the name of the Partnership or adopt such trade or fictitious names as it may determine. The principal office of the Partnership is located at 450 Park Avenue, New York, New York 10017 or at such other location as the General Partner in the future may designate with notice to the other Partners.

1.03 Term. The term of the Partnership began on the date the certificate of limited partnership of the Partnership was filed, and shall continue until terminated as provided herein.

1.04 Purposes of the Partnership.

(a) The Partnership is organized for the purpose of providing, directly or through subsidiary entities or joint ventures, a full range of investment advisory and management services, and acting as an investment manager or management company of one or more investment funds or other similar entities, and other investment partnerships, limited liability

companies or similar investment vehicles that the General Partner or its affiliates may elect to form (each such investment vehicle, a "Fund" and collectively, the "Funds"). The Partnership may also engage in investment, trading or financing activities of all kinds (for its own account or the accounts of others) and carry on any business relating thereto or arising therefrom, including entering into any partnership, joint venture or other similar arrangement or owning interests in any entity engaged in any of the foregoing activities.

(b) The Partnership shall have the power to engage in all actions, proceedings, activities and transactions that the General Partner may deem reasonably necessary or advisable in connection with the foregoing purposes.

1.05 Registered Office and Registered Agent. The address of the registered office of the Partnership in the State of Delaware is c/o National Corporate Research, Ltd., 615 South DuPont Highway, County of Kent, City of Dover, State of Delaware 19901. The name and address of the registered agent of the Partnership in the State of Delaware is National Corporate Research, Ltd., 615 South DuPont Highway, County of Kent, City of Dover, State of Delaware 19901. Such office and such agent may be changed from time to time by the General Partner in its sole discretion.

1.06 The Partners. The general partner of the Partnership is Sterling Stamos Capital Management GP, L.L.C. (the "General Partner") which was formed as of the time of the filing of a Certificate of Formation with the Secretary of State of the State of Delaware pursuant to the provisions of the Act, under its former name, Stamos Partners Capital Management GP, LLC. The limited partners of the Partnership (the "Limited Partners") and the General Partner together are referred to as the "Partners" which term shall include any persons or entities each, a "Person" hereafter or previously admitted to the Partnership pursuant to Article VI of this Agreement and shall exclude any Persons who cease or have ceased to be Partners pursuant to Article VII of this Agreement). The names, addresses and initial capital contributions of each of the Partners are set forth in a schedule entitled "Schedule of Partners" (herein called "Schedule A"), which shall be filed with the books and records of the Partnership at the Partnership's principal office (as set forth in Section 1.01) and is hereby incorporated by reference and made a part of this Agreement. Sterling Owners is hereby designated as a "Class A Limited Partner". Merrill Lynch LP Holdings, Inc., is hereby designated as the "Class C Limited Partner." Each Limited Partner, other than Sterling Owners and Merrill Lynch LP Holdings, Inc., shall be designated by the General Partner as a "Class A Limited Partner" or a "Class B Limited Partner". Certain Limited Partners, other than Sterling Owners, may be designated by the General Partner, with such Limited Partner's consent, as "Designated Limited Partners". Certain Limited Partners may be designated by the General Partner as either "Active Partners" or "Passive Partners." All of the foregoing designations shall be reflected on Schedule A.

As used in this Agreement, the term "former Partner" refers to any Partner as hereafter from time to time ceases to be a Partner, whether voluntarily or otherwise, pursuant to the terms and provisions of this Agreement.

1.07 Liability of Partners. The Partners and former Partners shall be liable for the repayment and discharge of all debts and obligations of the Partnership attributable to any fiscal year (or relevant portion thereof) during which they are or were Partners only to the extent of

their respective interests in the Partnership in the fiscal year (or relevant portion thereof) to which any such debts and obligations are attributable.

The Partners and all former Partners shall share all losses, liabilities or expenses suffered or incurred by virtue of the operation of the preceding paragraph of this Section 1.06 in the proportions of their respective interests in the Partnership for the fiscal year (or relevant portion thereof) to which any debts or obligations of the Partnership are attributable. A Partner's or former Partner's share of all losses, liabilities or expenses shall not be greater than his/her and/or its interest in the Partnership for such fiscal year (or relevant portion thereof).

As used in this Section 1.07, the terms "interests in the Partnership" and "interest in the Partnership" shall mean with respect to any fiscal year (or relevant portion thereof) and with respect to each Partner (or former Partner) the Capital Account (as defined in Section 3.02) that such Partner (or former Partner) would have received (or in fact did receive) pursuant to the terms and provisions of Section 7.01 upon withdrawal from the Partnership as of the end of such fiscal year (or relevant portion thereof).

Notwithstanding any other provision in this Agreement other than Section 4.04(e), in no event shall any Partner (including any Reduced Interest Limited Partner) or former Partner be obligated to make any additional contribution whatsoever to the Partnership, or have any liability for the repayment and discharge of the debts and obligations of the Partnership (apart from his/her and/or its interest in the Partnership), except that a Partner (including a Reduced Interest Limited Partner) or former Partner may be required by the General Partner, acting in its sole and reasonable discretion, for purposes of meeting such Partner's obligations under this Section 1.07, to make additional contributions or payments, respectively, up to, but in no event in excess of, the aggregate amount of returns of capital and other amounts actually received by him/her and/or it from the Partnership during or after the fiscal year to which any debt or obligation is attributable. Notwithstanding the foregoing, a former Partner shall not be obligated to make additional contributions or payments pursuant to the preceding sentence from and after the three year anniversary of the date upon which such former Partner transferred all of his/her and/or its interest in the Partnership to another Partner or withdrew from the Partnership.

1.08 Fiscal Year. The fiscal year of the Partnership (the "Fiscal Year") shall end on December 31 of each year.

ARTICLE II

Management of the Partnership

2.01 Management Generally; Conflicts of Interest.

(a) The General Partner shall have authority and control over the operations of the Partnership and the Funds except with respect to those matters explicitly reserved herein to the Board (as defined herein), and no other Partner shall take any part whatsoever in the management, operation or control of the business of the Partnership. Except as explicitly provided herein, the Limited Partners shall have no voting or consent rights with respect to the management, operation or control of the business of the Partnership.

(b) The Partners mutually acknowledge and consent to the conflicts of interests set forth on Exhibits B and C.

2.02 Class C Limited Partner's Consent Rights. Irrespective of the approval of the Board or any other Persons, the Partnership must obtain the prior written consent of the Class C Limited Partner (not to be unreasonably withheld or delayed) before undertaking any of the following:

(a) Entering into any material transaction with (A) the Partnership or any Fund, or (B) the Partnership or any Affiliate of the Partnership that disproportionately benefits any Class A Limited Partner or Class B Limited Partner as compared to the Class C Limited Partner;

(b) Making any *public* statements relating to the Class C Limited Partner's participation in any Fund except pursuant to the "script" that will be mutually agreed among the Partners pursuant to Section 2.07(c)(ii) below;

(c) Compelling any Class C Capital to be Redeemed or withdrawn from any Fund other than for legal, tax or regulatory reasons or upon a dissolution or pro rata downsizing of such Fund (provided that, in the case of a dissolution or a pro rata downsizing, the mandatory redemption of the Class C Capital is pro rata with all other affected investors);

(d) Commencing on behalf of the Partnership any material civil, administrative, regulatory or criminal proceedings or initiating any formal contact with third parties in preparation to do so;

(e) Entering into any material settlements or consent decrees to which the Partnership would be subject;

(f) Making (or causing any Fund to make) any loans to any Class A Limited Partner, Class B Limited Partner or Partnership Senior Personnel;

(g) Forming any Fund in which different investors are permitted to trade at different degrees of leverage (without effective firewalls between the differently-leveraged investors);

(h) Intentionally taking any action, or omitting to take any action, which the General Partner knows is likely to have a material adverse and disproportionate effect on the Class C Limited Partner's partnership interest, except as required by Law (after notice to and consultation with the Class C Limited Partner unless not possible or practical under the circumstances or as required by Law); and

(i) Charging any Fund established after May 17, 2007 Advisory Fees not consistent with existing Funds.

2.03 Sterling Consent Rights. Irrespective of the approval of the Board or any other Persons, the Partnership must obtain the prior written consent of Sterling Owners (not to be unreasonably withheld or delayed) before (i) compelling Sterling Owners or its Permitted

Transferees to redeem or withdraw from any Fund other than for legal, tax or regulatory reasons or upon a dissolution or pro rata downsizing of such Fund (provided that, in the case of a dissolution or a pro rata downsizing, the mandatory redemption of the Sterling Owners is pro rata with all other affected investors) or (ii) changing the name of the Partnership or the name under which the Partnership conducts its business, in either case, to the extent such new name includes "Sterling".

2.04 Authority of the General Partner. Except as otherwise expressly provided in this Agreement (including, without limitation, Sections 2.02, 203 and 2.15), the General Partner shall have the authority, on behalf and in the name of the Partnership, to take any action or make any decisions on behalf of the Partnership hereunder, to carry out any and all of the purposes of the Partnership set forth in Section 1.04 and to perform all acts and enter into and perform all contracts and other undertakings which it may deem necessary or advisable or incidental thereto, including, without limitation, the power to:

(a) manage and direct the business affairs of the Partnership, to do any and all acts on behalf of the Partnership, and to exercise all rights of the Partnership with respect to its interest in any other Person, corporation, partnership or other entity, including, without limitation, the voting of securities, participation in arrangements with creditors, the institution, defense and settlement or compromise of suits and administrative proceedings and other like or similar matters;

(b) acquire, own, lease, sublease, manage, hold, deal in, control or dispose of any interests or rights in real or personal property;

(c) hire, whether part-time or full-time, consultants, attorneys, accountants, appraisers and other advisers for the Partnership or for a Fund;

(d) open, trade and otherwise conduct accounts with brokers and dealers;

(e) open, maintain and close bank accounts and draw checks or other orders for the payment of moneys;

(f) borrow money or obtain credit from banks, or lending institutions or any other Person;

(g) pledge and grant liens, mortgages and other encumbrances on the present and future assets of the Partnership, as collateral security for the present and future obligations of the Partnership and third parties, and to guarantee the obligations of third parties;

(h) make capital expenditures or incur any commitments for capital expenditures;

(i) initiate any legal action for, or settle or release any claim involving, the Partnership;

(j) enter into, amend or terminate any contract;

(k) direct the formulation of investment policies and strategies for, and perform all other acts on behalf of, the Funds and any other clients for which the Partnership acts as investment manager, adviser or in other similar capacities;

(l) perform all acts on behalf of and exercise all rights of the Partnership in its capacity as investment manager or management company, as applicable, of the Funds;

(m) appoint any Partner to serve as an officer of the Partnership, with such Partner's prior written consent, with such titles and responsibilities as the General Partner in its sole discretion deems appropriate; and

(n) authorize any Partner, officer, employee or other agent to act for and on behalf of the Partnership as to the foregoing and all matters pertaining thereto.

Without limiting the General Partner's other authority, except to the extent expressly restricted in this Agreement, the General Partner shall have ultimate authority over (x) the investment policies, products and practices of the Partnership and (y) subject to the Budget, the day-to-day operations of the Partnership and the Class C Limited Partner shall have no authority with respect thereto except as expressly set forth herein. The General Partner shall retain investment discretion over each of the Funds, whether or not sold to Global Private Client investors of the Class C Limited Partner. In the case of Funds marketed to institutional Class C Limited Partner Clients (as opposed to existing investors in the Funds) the Partnership shall act as a sub-advisor to MLAI/or such other entity controlled by Merrill Lynch as the Class C Limited Partner may determine.

2.05 Reliance by Third Parties. Persons dealing with the Partnership are entitled to rely conclusively upon the certificate of any Partner to the effect that such Partner is then acting as a General Partner, and upon the power and authority of the General Partner as herein set forth.

2.06 Duties of Designated Limited Partners.

(a) Each Designated Limited Partner shall perform such duties relating to the Partnership and its investments as may be reasonably assigned to him or her from time to time by the General Partner.

(b) Each Designated Limited Partner shall carry on his or her duties at an office or offices of the Partnership or in such other location as shall be mutually agreeable to such Designated Limited Partner and the General Partner.

(c) Each Designated Limited Partner agrees to perform his or her duties hereunder diligently, faithfully and loyally, and, unless otherwise provided in writing by the General Partner, shall devote his or her full business time and attention to the affairs of the Partnership.

(d) Each Designated Limited Partner shall observe the provisions contained in any code relating to dealings in securities and such other codes, policies, guidance or statements which have been adopted by the Partnership or which Partners are required to observe by law, by any recognized stock exchange or by any other regulatory body or authority.

2.07 Covenant of Confidentiality.

(a) "Affiliate", when used with respect to any Person, shall mean (i) any other Person at the time directly or indirectly controlling, controlled by or under direct or indirect common control with such Person, (ii) any other Person of which such Person at the time owns, or has the right to acquire, directly or indirectly, 10% or more on a consolidated basis of the equity or beneficial interest of such Person, (iii) any other Person which at the time owns, or has the right to acquire, directly or indirectly, 10% or more of any class of the capital stock or beneficial interest of such Person, (iv) any executive officer, director, employee or other agent of such Person, and (v) when used with respect to an individual, shall include a spouse, any ancestor or descendant, or any other relative (by blood, adoption or marriage), within the second degree of such individual.

(b) Subject to Sections 2.07(c) and (d), prior to the withdrawal of a Class A Limited Partner or Class B Limited Partner from the Partnership (or a Class A Limited Partner or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and thereafter without limitation of time, such Class A Limited Partner or Class B Limited Partner shall not (i) knowingly divulge, furnish or make available to any third Person, without the prior written consent of the General Partner, any trade secrets or other confidential information concerning the Partnership, any of its Affiliates or any of their clients, or any business of the foregoing, including, without limitation, the Partnership's and its Affiliates' formulas, fund management and administration, accounting systems, processes, computer software, trader lists, dealer lists, due diligence files, client lists (including fund sponsor and investor lists), financial information, business strategies, business track record, and personal information about the Partnership, its Affiliates, and their employees and members and which information is of great value to the Partnership, its Affiliates, their employees, and members or other information about the Partnership's clients or their investments and positions in any investment fund for which the Partnership or an Affiliate is a general partner (or acting in a similar capacity) or information about any investment fund advised by the Partnership or an Affiliate or (ii) use any such confidential or proprietary information for any purpose other than on the Partnership's behalf. Notwithstanding the foregoing, nothing herein shall prevent a Class A Limited Partner or Class B Limited Partner or former Class A Limited Partner or Class B Limited Partner from making a disclosure to the extent that (i) such disclosure is in response to lawful subpoenas or court orders and such Class A Limited Partner or Class B Limited Partner provides the Partnership with prior written notice of any such subpoena promptly after the receipt thereof, (ii) the information being disclosed is publicly known at the time of proposed disclosure by such Class A Limited Partner or Class B Limited Partner without violation of any confidentiality restrictions, (iii) the information otherwise is or becomes legally known to such Class A Limited Partner or Class B Limited Partner other than through disclosure by the Partnership, the General Partner or any of their respective Affiliates, (iv) such disclosure, in the written opinion of legal counsel reasonably acceptable to the General Partner, is required by law or regulation, (v) such disclosure, in the written opinion of legal counsel reasonably acceptable to the General Partner, is required by any regulatory authority or self-regulatory organization having jurisdiction over such Class A Limited Partner or Class B Limited Partner or (vi) such disclosure is approved in advance by the General Partner. Prior to making any disclosure required by law, regulation, regulatory authority or self-regulatory organization, each Class A Limited Partner or Class B Limited Partner shall notify the General Partner of such disclosure

and shall deliver to the General Partner a copy of the opinion referred to above. To the extent the General Partner objects to the making of any disclosure requested by any regulatory authority or self-regulatory organization, the Partnership shall bear any reasonable expenses incurred in connection with the defense of its right to not make such disclosure. Prior to making any disclosure with respect to Sterling Owners, its Related Trusts, Permitted Transferees, Affiliates or its members to any third Person, the General Partner shall use its best efforts to advise Sterling Owners of such disclosure.

(c) (i) The Partnership and the Class C Limited Partner and their respective Affiliates, employees, representatives and other agents (collectively, "Representatives") shall, except as mutually agreed among the Partnership, the Class C Limited Partner and their Representatives, hold in strictest confidence the terms of the Purchase Agreement and, to the extent the terms of the Purchase Agreement are reflected herein, this Agreement (although the fact of the existence of the Purchase Agreement and/or this Agreement may be disclosed). For the avoidance of doubt, this Section 2.07(c)~~(i)~~ is intended to permit the use of the information in question in the context of customary offering materials used in accordance with applicable private placement restrictions and Rule 502(c) under the Securities Act of 1933.

(ii) The Partners recognize that the Partnership or the Class C Limited Partner may feel that it is necessary or appropriate to describe the Partnership, the Class C Limited Partner or any Affiliate of the Class C Limited Partner, as the case may be, to Partnership's or the Class C Limited Partner's existing clients and relationships, and the Partners agree that each of the Partnership and the Class C Limited Partner may do so, subject to the Class C Limited Partner's and Partnership's respective agreement to limit the dissemination of the Partnership or the Class C Limited Partner, as the case may be, descriptions to the extent that each of the Partnership and the Class C Limited Partner in good faith determines to be appropriate in light of the confidential nature of such descriptions. In order to facilitate the objectives of this Section 2.07(c), the Partnership and the Class C Limited Partner shall mutually agree on a standard description or "script" to use concerning the Partnership and the Class C Limited Partner in describing the Partnership and the Class C Limited Partner to their respective clients.

(iii) Section 2.07(c) notwithstanding, except as required by law, neither the Partnership nor the Class C Limited Partner shall disseminate information subject to Section 2.07(c) to any Person in a context in which the Partnership or the Class C Limited Partner knew or reasonably should have known that doing so was likely to cause competitive detriment to the other party.

(d) (i) Each of the Partnership and the Class C Limited Partner will be responsible for each of their respective Representatives not divulging, communicating, using to the detriment of the Partnership or any the Class C Limited Partner, for the benefit of any other Person, or misusing in any way, any confidential information relating to or in the possession of the Partnership or the Class C Limited Partner or its Representatives, including, without limitation, information obtained pursuant to Section 9.05(i), (j) or (k), prospective Partnership Personnel lists, Partnership Personnel evaluations, possible Partnership Personnel groupings or statistical performance analysis, except as contemplated by this Section 2.07 or as may be required by law.

(ii) Nothing in this Section 2.07 shall prevent the Class C Limited Partner or the Partnership from using the performance records of one or more Funds in the marketing of such Fund or other Partnership products.

(iii) Subject to the confidentiality restrictions set forth herein, the Partnership shall provide to the Class C Limited Partner upon reasonable notice and during normal business hours, access to all records and "back-up" necessary to make use of the performance results of the Funds for marketing, regulatory or other purposes contemplated by the Purchase Agreement and the transactions described therein.

(iv) The Partnership and the Class C Limited Partner shall be responsible for the Partnership and the Class C Limited Partner, respectively, not making use of, whether for its own benefit or otherwise, any confidential client or solicitation-related information received by it from the other, including, without limitation, client names, lists and introductions, whether or not such use is in any respect competitive with or detrimental to the Partnership.

(e) Notwithstanding anything to the contrary herein, each Partner (and each Representative of such Partner) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of (i) the Partnership and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Partner relating to such tax treatment and tax structure.

2.08 Covenant of Non-Solicitation.

(a) Prior to the withdrawal of a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees, who shall not be subject to the restrictions set forth in this Section 2.08) or Class B Limited Partner from the Partnership (or a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and for a period of 24 months thereafter, such Class A Limited Partner or Class B Limited Partner shall not, directly or indirectly, on behalf of such Class A Limited Partner or Class B Limited Partner or any other Person, (i) solicit, induce or encourage the resignation of any Partner or any employee of the Partnership or its Affiliates, or hire any Partner or employee whom the Partnership or its Affiliates employed at any time during the six month period preceding the withdrawal of such Class A Limited Partner or Class B Limited Partner; provided, however, that it shall not be a violation of this provision to hire any Partner or employee who responds to a general advertisement; or (ii) in any way interfere or attempt to interfere with the relationship between the Partnership and its Affiliates and any of their Partners or employees.

(b) Until such time as the Partnership is terminated pursuant to Article VIII herein, prior to the withdrawal of a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees, who shall not be subject to the restrictions set forth in this Section 2.09) or Class B Limited Partner from the Partnership (or a Class A Limited Partner's (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and for a period of 24 months thereafter, such Class A Limited Partner or Class B Limited Partner shall not, directly or indirectly, on behalf of such

Class A Limited Partner or Class B Limited Partner or any other Person, solicit the business of, or provide services for, any client of the Partnership or its Affiliates that directly competes with the management of the Funds or the money management business of the Partnership at the time; and prior to the withdrawal of a Class A Limited Partner or Class B Limited Partner, and thereafter without limitation of time, such Class A Limited Partner or Class B Limited Partner shall not in any way interfere or attempt to interfere with the relationship between the Partnership and its Affiliates and any of their clients. Notwithstanding the foregoing, from and after the withdrawal of a Class A Limited Partner or Class B Limited Partner, such Class A Limited Partner or Class B Limited Partner may solicit the business of, or provide services for, such Person's parents, spouse, children, siblings, parents-in-law, children-in-law or siblings-in-law.

(c) Neither the Partnership nor any Class A Limited Partner or a Class B Limited Partner, on the one hand, nor the Class C Limited Partner, on the other hand, shall contact any Class C Limited Partner personnel or Partnership Personnel, respectively, with the objective of inducing such Person not to continue to devote his or her full business time (or the amount of his or her business time then being devoted) to the Class C Limited Partner or the Partnership, respectively.

2.09 Covenant of Non-Competition.

Until such time as the Partnership is terminated pursuant to Article VIII herein, prior to the withdrawal of a Class A Limited Partner (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner from the Partnership (or a Class A Limited Partner's (other than Sterling Owners or its Permitted Transferees) or Class B Limited Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and for a period of 12 months thereafter, such Class A Limited Partner or Class B Limited Partner shall not directly compete with the management of the Funds or the money management business of the Partnership. A Class A Limited Partner or Class B Limited Partner that has withdrawn from the Partnership and is thereby subject to the 12-month non-competition provisions of this Section 2.09 shall notify the General Partner of the name and address of each business to which he/she/it provides services during such 12-month period. Such notice must be provided promptly following the date as of which such services commence. Notwithstanding the foregoing, in no event shall Ellen Horing be deemed to have breached this Section 2.09 by her engagement in the operations of her current investment advisory business and her provision of investment advisory services to funds of funds that are currently her clients.

2.10 Non-Disparagement. Prior to the withdrawal of a Partner from the Partnership (or a Partner's transfer and/or assignment of his/her/its entire interest in the Partnership), and thereafter without limitation of time, the Partnership and such Partner shall not disparage or defame the other party, their Affiliates, or current or former officers, directors, shareholders, partners or members of any of them, in communications with investors, clients, potential clients, competitors, the media or other Persons with whom any of the above do business or may do business.

2.11 Exculpation.

(a) No Partner (including the General Partner, members of the Board and members of any committees or boards established by the General Partner or the Board) or Affiliate (collectively, the "Indemnified Parties") shall be liable to any other Partner or to the Partnership for any acts or omissions, unless such acts or omissions arise out of, or are attributable to, the gross negligence, willful misconduct or bad faith of the Indemnified Party; nor shall any Indemnified Party be liable to any other Partner or to the Partnership for any action or inaction of any broker or other agent of the Partnership, provided that such broker or agent was selected, engaged or retained by such Indemnified Party in accordance with the standard of care set forth above. Any Indemnified Party may consult with counsel, accountants, investment bankers, financial advisers, appraisers and other specialized, reputable, professional consultants or advisers in respect of Partnership affairs and be fully protected and justified in any action or inaction which is taken in accordance with the advice or opinion of such Persons, provided that they shall have been selected in accordance with the standard of care set forth above.

(b) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 2.11 shall not be construed so as to relieve (or attempt to relieve) the Indemnified Parties of any liability to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 2.11 to the fullest extent permitted by law.

2.12 Indemnification.

(a) Each Indemnified Party shall, in accordance with this Section 2.12, be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, expenses (including legal and other professional fees and disbursements), judgments, fines, settlements, and other amounts (collectively, the "Indemnification Obligations") arising from any and all claims, demands, actions, suits or proceedings (whether civil, criminal, administrative or investigative), actual or threatened, in which such Indemnified Party may be involved, as a party or otherwise, by reason of such Person's service to or on behalf of, or management of the affairs of, the Partnership, or rendering of advice or consultation with respect thereto, or which relate to the Partnership, its properties, business or affairs, whether or not the Indemnified Party continues to be such at the time any such Indemnification Obligation is paid or incurred, provided that such Indemnification Obligation resulted from action or inaction of such Indemnified Party that did not constitute gross negligence, willful misconduct or bad faith. The Partnership shall also indemnify and hold harmless an Indemnified Party from and against any Indemnification Obligation suffered or sustained by such Indemnified Party by reason of any action or inaction of any broker or other agent of the Partnership; provided, however, that such broker or agent was selected, engaged or retained by such Indemnified Party in accordance with the standard of care set forth above. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, of itself, create a presumption that such Indemnification Obligation resulted from the gross negligence, willful misconduct or bad faith of such Indemnified Party. Expenses (including legal and other professional fees and disbursements) incurred in any proceeding will 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 shall ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Partnership as authorized hereunder.

(b) The indemnification provided by this Section 2.12 shall not be deemed to be exclusive of any other rights to which each Indemnified Party may be entitled under any agreement, or as a matter of law, or otherwise, both as to action in such Indemnified Party's official capacity and to action in another capacity, and shall continue as to such Indemnified Party who has ceased to have an official capacity for acts or omissions during such official capacity or otherwise when acting at the request of the General Partner and shall inure to the benefit of the heirs, successors and administrators of such Indemnified Party.

(c) The General Partner shall have the power to purchase and maintain insurance on behalf of each Indemnified Party, at the expense of the Partnership, against any liability which may be asserted against or incurred by them in any such capacity, whether or not the Partnership would have the power to indemnify the Indemnified Parties against such liability under the provisions of this Agreement.

(d) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 2.12 shall not be construed so as 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 or that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 2.12 to the fullest extent permitted by law.

2.13 Other Matters Concerning the Partners.

(a) Each Partner may rely, and shall be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture or other paper or document believed by him/her and/or it to be genuine and to have been signed or presented by the proper party or parties.

(b) In the sole discretion of the General Partner, subject to the rights of the Class C Limited Partner contained herein, the Partnership may enter into supplementary agreements with (i) one or more Partners regarding the rights and obligations of such Partner(s) with respect to the Partnership and/or (ii) one or more employees of the Partnership regarding the rights and obligations of such employee(s) with respect to the Partnership. Among other things, such agreements may provide for allocations and distributions to a Partner in a manner consistent, to the extent applicable, with the Principles of Compensation, including, but not limited to, allocations and distributions to such Partner after such Partner has become a Reduced Interest Limited Partner in accordance with Section 7.01, and/or bonuses and other compensation to such employees (each, a "Supplementary Agreement"). The Partners acknowledge and agree that, in the event of any conflict between the terms of such Supplementary Agreements and the terms of this Agreement with respect to the rights and obligations of such signatory Partner, the terms of such Supplementary Agreements shall control.

(c) (i) Stamos (so long as he is actively involved in the operation of the Partnership) and the Active Partners shall use best efforts to maintain as much of their respective readily marketable assets (*i.e.*, investments, not residences, automobiles or other possessions, but expressly including their respective net after-tax proceeds from the investment by the Class C Limited Partner in the Partnership) in the Funds as practicable; and

(ii) Stamos and the Active Partners agree to maintain no less than 75% of their respective readily marketable assets invested in the Funds on an ongoing basis. For the avoidance of doubt "readily marketable assets" shall not include assets held for personal use and not for investment purposes.

(d) It shall not constitute a breach of **Section 2.13(c)(i)** for any Partnership Parties to Redeem interests in any Fund in order to fund lifestyle related and other personal financial requirements (such as tuition costs, support for family members, charitable endeavors and the acquisition of one or more residences or in the case of financial difficulties).

(e) (i) The General Partner may permit any or all Active Partners and Partnership personnel to invest in Funds on an Advisory Fee-free basis.

(ii) There is no limitation on the dollar amount invested by Active Partners and Partnership personnel pursuant to this agreement.

2.14 Expenses.

(a) The Partnership shall be responsible for paying, and the General Partner shall pay directly out of Partnership funds, (i) all reasonable costs and expenses incurred in connection with the business of the Partnership, including, without limitation, any out-of-pocket expenses of the General Partner incurred in connection with the business of the Partnership, liability and other insurance premiums, expenses incurred in the preparation of reports to the Partners and any legal, accounting and other professional fees and expenses and (ii) all salaries, bonuses or other compensation paid to employees, officers, consultants or Partners in connection with the business of the Partnership.

(b) Notwithstanding the provisions of clause (a) above, it is recognized that the Partners may incur certain business expenses which, because of their character, are not susceptible to precise computation and accounting. This category includes certain personal contact and entertainment expenses which are very important to the Partnership's business and which are incurred by the Partners at their homes, clubs and other places of entertainment. Also included are miscellaneous business expenses such as travel, telephone calls, taxis, tips, gifts, etc. Instead of charging such expenses to the Partnership, with the resulting uncertainty as to items and amounts, the Partners agree to bear certain of such expenses out of their own funds and shall not be entitled to reimbursement for such expenses. The distributive shares of Partnership income provided for in this Agreement have been established bearing in mind the fact that the business expenses described herein are to be borne by the Partners individually. This Section 2.14(b) shall not be construed to be in derogation of the Partnership's right to reimburse the General Partner or any other Partner for reasonable expenses incurred by them in connection with the business of the Partnership pursuant to Section 4.02.

2.15 Board of Directors.

(a) SS Capital shall have a board of directors (the "Board") comprised of six Persons (the "Board Members"). Subject to Section 2.17, a Majority in Interest of the Active Partners shall designate two Board Members and shall further designate one of such Board Members as the chairman of the Board (the "Chairman"). The Chairman shall have the same

duties and rights as any other Board Member under this Section 2.15, except as provided in Section 2.15(d). The Active Partners hereby designate Peter S. Stamos as one of their Board Members and as the Chairman. Sterling Owners, in its sole discretion, until such time as it and/or its Permitted Transferees owns less than 15% of the Partnership, and thereafter a Majority in Interest of the Passive Partners, shall have the right to designate one Board Member. Subject to Section 2.17, the Class C Limited Partner, in its sole discretion, shall designate three Board Members. Any Board Member who was designated as a Board Member by (i) the Active Partners may be removed and replaced by a Majority in Interest of the Active Partners, (ii) Sterling Owners and/or its Permitted Transferees or, if applicable, the Passive Partners, may be removed and replaced by Sterling Owners and/or its Permitted Transferees or, if applicable, a Majority in Interest of the Passive Partners and (iii) the Class C Limited Partner may be removed and replaced by the Class C Limited Partner in its sole discretion. In the event that the Class C Limited Partner acquires all of the voting interests of the other Partners, the Class C Limited Partner shall thereafter designate all Board Members. Any Board Member may resign at any time by giving written notice of his or her resignation to the General Partner. A resignation shall take effect at the time specified therein or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt, and, unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective. A Majority in Interest of the Active Partners shall designate replacement Board Members upon the effective resignation of the Board Members that were designated by the Active Partners and shall further designate one of the remaining Board Members as the Chairman upon the effective resignation of a Board Member who was designated as such by the Active Partners. Sterling Owners and/or its Permitted Transferees or, if applicable, a Majority in Interest of the Passive Partners shall have the right to designate a replacement Board Member upon the effective resignation of the Board Members who were designated by Sterling Owners and/or its Permitted Transferees or, if applicable, the Passive Partners. The Class C Limited Partner, in its sole discretion, shall have the right to designate replacement Board Members upon the effective resignation of the Board Members who were designated by the Class C Limited Partner. For the avoidance of doubt, in no event shall any Board Member designated by the Active Partners, Sterling Owners and/or its Permitted Transferees, or the Class C Limited Partner, as applicable, owe any fiduciary duty in his or her role as a Board Member to any Partner other than the Partner(s) designating such Board Member.

(b) Subject to the applicable provisions of Sections 2.01 and this 2.15, the General Partner shall have authority and control over the operations of the Partnership and the Funds, except with respect to those matters expressly reserved to the Board as described in the Purchase Agreement or in this Agreement. The Board will meet with the General Partner to discuss broad strategic and business matters as well as the progress of the Partnership in reaching its objectives. The General Partner shall keep the Board apprised, in due course, regarding the operations of the Partnership, and the Board shall be entitled to reasonable ongoing consultation with respect to such operations.

(c) Notwithstanding Section 2.15(b), the Board shall have authority over the following matters:

(i) the Budget;

(A) "Budget" means, for each fiscal year, if such Budget is to be effective for such Fiscal Year, has been approved by the Board by December 15 of the immediately preceding Fiscal Year. In the event of a failure to approve the Budget for a given Fiscal Year on a timely basis, the Budget for such Fiscal Year shall default to the prior Fiscal Year's Budget plus an accretion rate equal to the percentage growth in the AUM from the beginning of the prior Fiscal Year to the end of such prior Fiscal Year, but not to exceed 12.5% and not to be less than 0.0%. Any such "default" increase shall apply on an aggregate, not a line-by-line, basis, and the General Partner shall be entitled to allocate such default increase to particular line items, provided that it acts reasonably in doing so.

(B) The Budget for each Fiscal Year shall include a range for the Bonus Pool and Incentive Pool allocations which will reflect actual EBITDA and AUM levels for such Fiscal Year.

(ii) the retention or termination of the Chief Executive Officer of the Partnership;

(iii) all Sale Transactions other than those specifically provided for herein;

(iv) the Partnership entering into a line of business materially different from alternative investment funds of funds or multi-manager management and related direct trading;

(v) the Partnership exiting a substantial portion of its current lines of business;

(vi) material changes to the Principles of Compensation;

(vii) material changes to the status or size of the Incentive Pool;

(viii) the top five (5) Partnership compensation packages as well as the compensation packages of the top five (5) Partnership Senior Personnel;

(ix) the admission of new Active Partners other than with respect to purchases of existing Partnership interests from Class A Limited Partners or Class B Limited Partners to the extent permitted by this Agreement and set forth in Sections 5.01, 5.02, 5.03 and 5.04;

(x) authorization (but not obligation) of the General Partner to cause the Partnership to make business-related charitable commitments within certain limits set forth in the Budget for any fiscal year; and

(xi) the general structure of the Incentive Pool.

(d) Following a Key Man Event, the Board shall have the full powers of a corporate board, the limitations on the authority of the Board in effect prior to such Key Man Event no longer being applicable.

(e) Meetings of the Board shall be held upon the request of the General Partner, but shall in any event be held not less frequently than once per quarter. The General Partner shall notify all Board Members in writing as to the time, place and purpose of any meeting not fewer than two business days prior to the date of such meeting. All meetings shall be held at the principal place of business of the Partnership, or at such other place as may be reasonably designated by the General Partner.

(f) Each Board Member shall be entitled to cast one vote on all matters coming before the Board (i) at a meeting, in person, by written proxy or by a signed writing directing the manner in which such Board Member desires that such vote be cast, or (ii) without a meeting, by a signed writing directing the manner in which such Board Member desires such vote be cast. Any Board Member may waive notice of or attendance at any meeting of the Board and may attend by telephone or any other electronic communication device or may execute a signed written consent in lieu of a meeting. Any Board Member may appoint, in a writing signed by such Board Member and delivered to the Partnership in advance, an alternate person to attend any or all meetings of the Board on such Board Member's behalf and vote on any and all matters put to the Board at any meeting so attended.

(g) A majority of the Board Members present in person or represented by proxy shall constitute a quorum for the transaction of business at any meeting of the Board, and the transaction of business at any meeting of the Board shall require the affirmative vote of at least four of the votes of the Board Members eligible to vote regardless of whether all Board Members are at such meeting; provided that any decision by the Board that would be disproportionately adverse to the General Partner or the Active Partners shall require the approval of at least four of the six Board Members; provided further that any decision by the Board that would be disproportionately adverse to Sterling Owners and/or its Permitted Transferees or the Passive Partners shall require the approval of the Board Member appointed by Sterling Owners and/or its Permitted Transferees or the Passive Partners, as applicable, whether as part of, or in addition to the majority of the votes of the Board Members.

(h) Any one or more Board Members may participate in a meeting of the Board by means of a conference telephone or similar communications equipment allowing all Board Members participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Any written action taken by the Board shall be executed by a majority of the votes of the Board Members; provided that any written action taken by the Board in lieu of a meeting that would be disproportionately adverse to the General Partner or the Active Partners shall be executed by at least four of the six Board Members.

(i) Board Members shall be entitled to reimbursement from the Partnership for all out-of-pocket expenses incurred by them in connection with their membership on the

Board (subject to reasonable limitations on expenses that may be imposed by the General Partner) but shall not be entitled to any other compensation for serving thereon.

2.16 Key Man Insurance.

(a) (i) The Partners agree that the Partnership shall purchase and retain key man insurance with respect to Stamos, whereby upon the death of Stamos, the Partnership shall receive a payment from such key man insurance in the amount of $25 million.

(ii) If at any time, pursuant to the terms of such key man insurance, proceeds of the Partnership's key man insurance policy are not payable to the Partnership, the Class C Limited Partner shall be named, at no additional cost to the Class C Limited Partner, as the beneficiary of 50% of all amounts paid under such key man insurance policy — to the extent such policy permits or the Class C Limited Partner can, at its own expense, negotiate to achieve this result.

(b) (i) The Class C Limited Partner may acquire key insurance with respect to Peter S. Stamos, in an amount which the Class C Limited Partner reasonably believes reflects its risk of loss in the event of the death or Disability of Stamos. The Class C Limited Partner shall negotiate the terms, and the Partnership and Stamos shall cooperate in obtaining, as reasonably requested by the Class C Limited Partner, such insurance.

(ii) The Class C Limited Partner shall pay the premiums associated with any key man insurance of which the Class C Limited Partner is the sole beneficiary.

2.17 Key Man Event.

(a) If a Key Man Event occurs, the Class C Limited Partner shall have the right to replace the Chief Executive Officer of the Partnership and to elect one of the two Board Representatives designated by the Active Partners (giving the Class C Limited Partner the right to elect a majority of the Board). In such event, the Class A Limited Partners and Class B Limited Partners shall have the rights set forth in Exhibit A.

(b) (i) If a Key Man Event occurs, the Class C Limited Partner shall have the right, but not the obligation, to purchase all of Stamos' equity interest in all of SS Capital (the "Stamos Interest") at Major Purchase Fair Market Value. For the avoidance of doubt, the Class C Limited Partner's purchase right under this Section 2.17(b) shall apply only to the entirety, and not to a portion, of the Stamos Interest.

(ii) (A) The Class C Limited Partner must exercise the right to acquire the Stamos Interest under the circumstances contemplated by Section 2.17(b)(i) by written notice to the Board delivered within thirty (30) days of the occurrence of such Key Man Event. Such notice must specify a proposed closing date for the sale received no less than six (6) months following the delivery of such written notice to the Board.

(B) In the event that the Class C Limited Partner does not elect to acquire all of the Stamos Interest as contemplated by Section 2.17(b)(i), the Stamos Interest shall be converted into non-voting Partnership interests and offered to the Class C Limited Partner as well as all Class A Limited Partners and Class B Limited Partners pro rata in accordance with their respective proportionate equity shares in the Partnership. Such offer shall be effected in successive offering rounds in which the Class C Limited Partner and the Class A Limited Partners and Class B Limited Partners who acquire their full proportionate shares in the previous round are permitted to participate until such point, if any, as there are no more bids for the remaining Stamos Interest.

(c) If the Class C Limited Partner does elect to acquire all of the Stamos Interest following a Key Man Event, all Passive Partners shall have the right to sell their interests in SS Capital to the Class C Limited Partner at the Major Purchase Fair Market Value; provided that such tag-along rights shall not be applicable if and to the extent that (based on the proportion of the acquired Stamos Interest acquired by the Class C Limited Partner converted to non-voting Partnership interests) the Class C Limited Partner elects to convert all of the Stamos Interest, as held by the Class C Limited Partner, to non-voting Partnership interests such that the Class C Limited Partner's voting interest does not exceed 50%. To the extent that the Class C Limited Partner elects to convert only part of the Stamos Interest, the tag-along rights of this Section 2.17(c) shall apply to the voting portion of the Stamos Interest.

(d) For the avoidance of doubt, the tag-along rights of Section 2.17(c) shall not apply to sales of the Stamos Interest to Class A Limited Partners and Class B Limited Partners, but only in the event that the Class C Limited Partner acquires the Stamos Interest.

(e) The Major Purchase Fair Market Value of the Stamos Interest shall be determined as of the date of the Key Man Event, and shall be paid to Stamos either in a lump sum or in two installments at the election of the Class C Limited Partner — if in two installments, one promptly after the Major Purchase Fair Market Value is determined in the amount of 50% of such Major Purchase Fair Market Value and the second, also in the amount of 50% of such Major Purchase Fair Market Value, as of the twelfth calendar month-end thereafter; provided, that in the event that Stamos is Terminated for Cause (as defined in Stamos' Employment Agreement) or Resigns during the term of Stamos' Employment Agreement (or any renewal thereof), the initial installment shall be 25% of the Major Purchase Fair Market Value as determined as of the date of the Key Man Event, and the remaining 75% shall be determined as of the twelfth calendar month-end thereafter and shall constitute 75% of the Major Purchase Fair Market Value as then determined; provided that, for purposes of determining the second installment payment due to Stamos under such circumstances, the Major Purchase Fair Market Value as determined as of such twelfth calendar month-end shall be no greater than the Major Purchase Fair Market Value as determined as of the date of the Key Man Event.

2.18 Charitable Programs. Unless authorized by the Board pursuant to Section 2.15(c)(x), the Partnership shall not maintain any charitable programs except such as are customary for similarly situated firms.

2.19 Communications with Existing and Prospective Investors.

(a) (i) All Partnership promotional materials (including all Memoranda) for the ML Branded Funds will be subject to approval by the Class C Limited Partner, such approval not to be unreasonably withheld or delayed, and to be subject to the Repeated Use Exception.

(ii) All promotional material relating to ML Branded Funds prepared by the Class C Limited Partner will be subject to the Partnership's approval, such approval not to be unreasonably withheld or delayed, and to be subject to the Repeated Use Exception.

(iii) The Partnership and the Class C Limited Partner agree that, except in extraordinary circumstances, five (5) Business Days shall be a reasonable period within which to request approval of ML Branded Funds promotional material, and that if no response is received within such period, that such promotional material shall be deemed approved by the Class C Limited Partner or the Partnership, as the case may be.

(b) All written references to either Merrill Lynch or the Partnership distributed by the Partnership or the Class C Limited Partner (or any of its Affiliates), respectively, to third parties shall require the prior written approval of the named Party, unless reasonably deemed by the distributing Party to be required by Law and subject to the Repeated Use Exception.

(c) All written communications covering extraordinary events — *i.e.*, non-routine either in content or circumstances — from the Company to investors in any Fund shall be subject to prior approval by the Class C Member, such approval not to be unreasonably withheld or delayed.

(d) In all descriptions of the investment by the Class C Member in the Company, Merrill Lynch shall be referred to as an investor and, for the avoidance of doubt shall not, so long as Stamos remains Managing Member, be referred to as "controlling" or "having control over" the Partnership or input into its trading.

(e) Partnership Senior Personnel, with knowledge of this **Section 2.19** shall not, on an ongoing basis, initiate targeted communications with Merrill Lynch Financial Advisors (e.g. seminars specifically held for such Merrill Lynch Financial Advisors) regarding their marketing of the Funds, without the prior approval of the Class C Limited Partner, such approval not to be unreasonably withheld. Partnership Senior Personnel shall inform the Class C Limited Partner of any targeted communication subject to this **Section 2.19(e)** promptly upon becoming aware of such targeted communication.

ARTICLE III

Capital Accounts of Partners
and Operation Thereof

3.01 Capital Contributions.

(a) The initial capital contribution of each Partner to the Partnership is set forth in Schedule A hereof.

(b) The Partners may make additional capital contributions to the Partnership at such times and in such amounts as shall be determined by the General Partner in its sole discretion. Such contributions shall not affect the Incentive Percentages, Management Fee Percentages or Sale Percentages of the Partners. Subject to Section 1.07, no Partner shall be required to make additional capital contributions to the Partnership at any time without such Partner's prior consent.

(c) The Partners shall not have any obligation to the Partnership or to any other Partner to restore any negative balance in the Capital Account of such Partner. No interest shall be paid by the Partnership on any capital contributions.

3.02 Capital Accounts.

(a) There shall be established for each Partner on the books of the Partnership a capital account (a "Capital Account"), which shall be maintained and adjusted as provided in Article III. The Capital Account of a Partner shall be credited with (i) the amount of all cash capital contributions by such Partner to the Partnership and (ii) the fair market value of any property contributed by such Partner to the Partnership (net of any liabilities secured by such property that the Partnership is considered to assume or take subject to under Section 752 of the Code). The Capital Account of a Partner shall be credited with any amount credited to such Partner pursuant to Sections 3.04, 3.05 and 3.06, and debited by (i) the amounts debited to such Partner pursuant to Sections 3.04, 3.05 and 3.06, (ii) the amount of any cash distributed to such Partner pursuant to Sections 4.03 and 4.04 and (iii) the fair market value of any asset distributed in kind to such Partner pursuant to Section 4.04(d) (net of any liabilities secured by such asset that such Partner is considered to assume or take subject to under Section 752 of the Code). The Capital Account of each Partner also shall be adjusted appropriately to reflect any other adjustment required pursuant to Treasury Regulations Section 1.704-1 or 1.704-2.

(b) Upon the occurrence of any event specified in Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the General Partner may cause the Capital Accounts of the Partners to be adjusted to reflect the fair market value of the Partnership's assets at such time (as determined by such General Partner in its sole discretion) in accordance with such Regulation.

3.03 Incentive Percentages; Management Fee Percentages; Sale Percentages.

(a) The "Incentive Percentages" of: (i) the Class A Limited Partners shall be as set forth in Schedule A and (other than with respect to Sterling Owners or its Permitted Transferees) unless such modification is proportionate (with respect to all other Partners) and is

in connection with the admission of a new Partner or Partners in a transaction that the General Partner has no reasonable basis not to believe will be accretive to the value of the Partnership (such transaction an "Accretive Transaction") and subject to Board approval to the extent required pursuant to Section 6.01) may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; (ii) the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; provided, however, that the Incentive Percentage of the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year (subject to Section 2.15(c)(viii)); provided, however, that the Incentive Percentage of any Class B Limited Partner whose interest in the Partnership is terminated in accordance with Section 7.01 shall be reallocated, in the sole discretion of the General Partner; provided, further, that any such reallocations shall be subject to the continuing interest of any Reduced Interest Class B Limited Partner (as defined in Section 7.01(d)) pursuant to a Supplementary Agreement in accordance with Section 7.02(a); and (iii) the Class C Limited Partner shall be as set forth in Schedule A and shall not be modified without the consent of the Class C Limited Partner other than in connection with an Accretive Transaction. Subject to Section 6.01, the sum of the Incentive Percentages of all of the Limited Partners shall equal 99 percent.

(b) The "Management Fee Percentages" of: (i) the Class A Limited Partners shall be as set forth in Schedule A and (other than with respect to Sterling Owners or its Permitted Transferees) unless such modification is proportionate (with respect to all other Partners) and is in connection with an Accretive Transaction and subject to Board approval if required pursuant to Section 6.01) may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; (ii) the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year; provided, however, that the Management Fee Percentage of the Class B Limited Partners shall be as set forth in Schedule A and may be modified by the General Partner at any time and from time to time during a fiscal year or, with respect to any fiscal year, within 45 days after the end of such fiscal year (subject to 2.15(c)(viii)) of any Class B Limited Partner whose interest in the Partnership is terminated in accordance with Section 7.01 shall be reallocated, in the sole discretion of the General Partner (subject to Board approval if required pursuant to Section 6.01); provided, further, that any such reallocations shall be subject to the continuing interest of any Reduced Interest Class B Limited Partner pursuant to a Supplementary Agreement in accordance with Section 7.02(a); and (iii) the Class C Limited Partner shall be as set forth in Schedule A and shall not be modified without the consent of the Class C Limited Partner other than in connection with an Accretive Transaction. The sum of the Management Fee Percentages of all of the Limited Partners shall equal 99 percent.

(c) The "Sale Percentage" of the Class C Limited Partner shall be set forth in Schedule A and shall not be modified without the consent of the Class C Limited Partner other than in connection with an Accretive Transaction. Other Partners admitted to the Partnership on the date hereof shall be allocated a Sale Percentage representing a portion of the (i) Capital Net

Income and Partnership Asset Sale Proceeds in the event of a sale of the Partnership's assets, and (ii) Partner Interest Sale Proceeds, in the event of a sale of the Partners' interests in the Partnership, in each case, attributable to the value of the Partnership in excess of the valuation of the Partnership as of July 1, 2007 (such amount, the "Agreed Value of the Partnership"). The amounts of the Agreed Value of the Partnership, as adjusted from time to time, are referred to as the "Adjusted Agreed Value Amounts". Any person hereafter admitted as a Partner may, at the discretion of the General Partner, be allocated a Sale Percentage representing a portion of the (y) Capital Net Income or Partnership Asset Sale Proceeds, in the event of a sale of the Partnership's assets, and (z) Partner Interest Sale Proceeds, in the event of a sale of the Partners' interests in the Partnership, in each case, attributable to the value of the Partnership in excess of the Adjusted Agreed Value Amounts of the Partnership as of the date of such admission. In the event a Partner is awarded a Sale Percentage other than at the time of a Sale Transaction, the Adjusted Agreed Value Amounts shall be determined by a third party selected by the Partnership.

3.04 Allocations. As of the close of business on the last day of the relevant Accounting Period, subject to Section 3.05 hereof and the last sentence of this Section 3.04, allocations to the Partners shall be made as follows:

(a) Incentive Fees shall be credited to the Capital Accounts of the Partners in accordance with their Incentive Percentages as of the last day of the Accounting Period as of which such Incentive Fees were earned.

(b) Management Fees shall initially be credited to the Capital Accounts of the Partners in accordance with their Management Fee Percentages as of the last day of the Accounting Period as of which such Management Fees were earned. Notwithstanding the foregoing, any Management Fee initially allocated to the Partners (other than the Class C Limited Partner) with respect to a Fiscal Year (or in the case of the Fiscal Year beginning January 1, 2007, allocated with respect any Accounting Period beginning on or after July 1, 2007) shall be reallocated between the Class C Limited Partner and the other Partners as follows:

(i) 100% to the Class C Limited Partner's Capital Account until the Class C Limited Partner has been allocated during such Fiscal Year under this clause (1) the sum of (i) any Shortfall (defined below) from a preceding Fiscal Year that has not been previously allocated to the Class C Limited Partner pursuant to this clause (1)(i) and (ii) the aggregate Preferred Return (defined below) for the current Fiscal Year; and

(ii) the remainder to the Capital Accounts of the other Partners in the same proportions as the initial allocations had been made for such Fiscal Year.

(c) The "Preferred Return" shall be calculated with respect to each separate amount that is invested in a Fund on or after the date hereof, by an investor that was initially referred by the Class C Limited Partner (i.e. the Class C Limited Partner was the primary factor in such investor first being introduced to SS Capital as an investment opportunity) (other than proprietary capital) (such investment, a "GRP Investment") and shall equal 0.50% (annualized) of such GRP Investment for the 36-month period following the date such GRP Investment is made in the applicable Fund. If such GRP Investment is withdrawn from the applicable Fund

prior to the end of the 36-month period, the Preferred Return with respect to such GRP Investment shall cease to accrue at the time of such withdrawal. If as of the end of any Fiscal Year, the aggregate Preferred Return for such Fiscal Year has not been allocated to the Class C Limited Partner pursuant to clause (b)(1)(ii) above, then such difference shall constitute a shortfall (the "Shortfall"). Such Shortfall shall be a priority allocation to the Class C Limited Partner's Capital Account as provided in Section 3.04(b)(i) in the immediately following fiscal year.

(d) Net Income or Net Loss shall be credited or debited to the Capital Accounts of all Partners in accordance with their Incentive Percentages as of that date; provided, however, that any Capital Net Income attributable to a sale of 100% of the Partnership's assets shall be allocated as follows:

(i) first, any Capital Net Income built into the Agreed Value of the Partnership shall be allocated solely to the Class C Limited Partner and other Partners admitted prior to the date hereof, as well as any Partner who purchases an equity interest in the Partnership at fair market value, in accordance with their participation in such amount described in Schedule A;

(ii) second, any additional Capital Net Income built into the Adjusted Agreed Value Amounts that have been determined up to that time shall be allocated to the Class C Limited Partner and the other Partners who participate in any portion of such Adjusted Agreed Value Amounts *pro rata* based on their Sale Percentages with respect to such amount of Capital Net Income; and

(iii) third, any remaining amount of Capital Net Income shall be allocated to the Class C Limited Partner and the other Partners based on their current Sale Percentages.

(iv) Any Capital Net Income attributable to a sale of less than 100% of the Partnership's assets shall be allocated to the Partners pursuant to Section 3.04(c)(i)-(iii), provided, however, that for the purpose of this Section 3.04(d)(iv), each of the Agreed Value of the Partnership and the Adjusted Agreed Value Amounts that have been determined up to that time shall be multiplied by the percentage of the value of the Partnership's assets being sold.

Notwithstanding the foregoing, any taxes (such as the New York City Unincorporated Business Tax) which are paid by the Partnership with respect to Incentive Fees, Management Fees or any item of Net Income allocable to one or more Partners shall be debited to the Capital Accounts of such Partners to reflect equitably such Partner's proportionate share of such taxes.

(e) Notwithstanding the allocations of Incentive Fees and Management Fees described in Sec. 3.04(a) and 3.04(b), the Class C Limited Partner will not share in any of the Incentive Fees or Management Fees or expenses (including related Bonuses of the Partnership) that would have been calculated as of June 30, 2007 had June 30, 2007 been December 31, 2007, irrespective of when such Incentive Fees or Management Fees are actually received or such

expenses paid; provided that any reversal of accrued Incentive Fees subsequent to June 30, 2007 shall in no respect be allocated by the Partnership as gains or losses to the Class C Limited Partner.

3.05 Special Allocations.

(a) Section 704(b) Allocation Limitations. Notwithstanding Section 3.04, special allocations of income and gain or specific items of income or gain may be specially allocated for any fiscal year (or other period) as follows:

(i) Minimum Gain Chargeback. The Partnership shall allocate items of income and gain among the Partners at such times and in such amounts as necessary to satisfy the minimum gain chargeback requirements of Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(ii) Qualified Income Offset. The Partnership shall specially allocate items of income and gain when and to the extent required to satisfy the "qualified income offset" requirements within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).

3.06 Adjustment of Allocations. In the event that the General Partner reasonably determines that the allocations otherwise required pursuant to Section 3.04 or 3.05 would not properly reflect the economic arrangement of the Partners or would otherwise cause any inequitable or onerous result for any Partners, then, notwithstanding any provision in this Agreement to the contrary, the General Partner may, with the consent of the Class C Limited Partner to the extent such adjustment affects the Class C Limited Partner, adjust such allocations in such manner as the General Partner reasonably determines to be required to prevent such result, provided that such adjustments are not inconsistent with Section 3.03 above.

(a) Transaction Expenses. Notwithstanding anything in Section 3.04, Section 3.05 or this Section 3.06 to the contrary, the expenses associated with the transactions contemplated by the Purchase Agreement will be specially allocated against the Capital Accounts of the Class A Limited Partners and the Class B Limited Partners.

(b) Bonus Pool. Notwithstanding anything in Section 3.04, Section 3.05 or this Section 3.05 to the contrary, the expenses associated with the payment by the Partnership of bonuses to such employees as determined by the General Partner, to the extent that such payments are made out of amounts contributed to the Partnership by the Class A Limited Partners and Class B Limited Partners, will be specially allocated against the Capital Accounts of the Class A Limited Partners and the Class B Limited Partners who make such contributions.

3.07 Liabilities. Liabilities shall be determined in accordance with generally accepted accounting principles applied on a consistent basis; provided, however, that the General Partner may provide reasonable reserves for estimated accrued expenses, liabilities or contingencies, whether or not in accordance with generally accepted accounting principles.

3.08 Allocations for Tax Purposes. The Partnership's ordinary income and losses, capital gains and losses and other items as determined for Federal income tax purposes (and each

item of income, gain, loss or deduction entering into the computation thereof) shall be allocated to the Partners in the same proportions as the corresponding "book" items are allocated pursuant to Sections 3.04, 3.05 and 3.06. Notwithstanding the foregoing sentence, Federal income tax items relating to any Section 704(c) Property shall be allocated among the Partners in accordance with the principles of Section 704(c) of the Code and Treasury Regulations Sections 1.704-1(b)(2)(iv)(f) and (g), 1.704-1(b)(4)(i) and 1.704-3(e), to take into account the difference between the fair market value and the tax basis of such Section 704(c) Property as of the date of its revaluation pursuant to Section 3.02(b) of this Agreement. Items described in this Section 3.08 shall neither be credited nor charged to the Partners' Capital Accounts.

3.09 Determination by the General Partner of Certain Matters. Except as otherwise set forth in Section 2.15, all matters concerning valuations and the allocation of taxable income, deductions, credits, Incentive Fees, Management Fees and Net Income or Net Loss among the Partners, including taxes thereon and accounting procedures, and the operation of Sections 3.11 and 10.08 hereof not expressly provided for by the terms of this Agreement, shall be equitably determined in good faith by the General Partner, whose determination shall be final, conclusive and binding as to all of the Partners.

3.10 Adjustments by the General Partner to Take Account of Certain Events. In the event that a Partner shall be admitted to, or shall withdraw from, the Partnership other than at the end of the Partnership's fiscal year, allocations among the Partners and accounting procedures shall be equitably determined in good faith by the General Partner, whose determination shall be final, conclusive and binding as to all of the Partners.

3.11 Management of Additional Funds. The General Partner shall apply the principles of Article III and Section 4.04, insofar as such principles affect (a) Incentive Percentages and allocations of Incentive Fees and Management Fees and (b) withdrawals and distributions from Capital Accounts in respect of such items, on a separate basis with respect to each Fund.

ARTICLE IV

Loans to Partners; Compensation of the Partners; Withdrawal of Capital by Partners; Distributions; Limitations on Distributions and Withdrawals

4.01 Loans to Partners. Subject to Section 2.02, without the consent of the General Partner, whose consent may be withheld in its sole discretion, the Partnership shall not make loans to any Partner.

4.02 Compensation of the Partners; Expenses. (a) In the sole discretion of the General Partner (subject to Board approval if required pursuant to Section 2.15(c)(vii)), or as provided in a separate written agreement, the Partnership may, in a manner consistent with the Principles of Compensation to the extent applicable, make a guaranteed payment or enter into other compensation arrangements with any Partner, provided that such payment or other compensation shall not reduce the Incentive Percentage or Management Fee Percentage of such Partner, nor the aggregate Incentive Percentages or Management Fee Percentages of the class of

Partners to which such Partner belongs, as a Partner under this Agreement unless otherwise expressly agreed by such Partner or such class, as applicable; and the Partnership shall reimburse the General Partner for reasonable out-of-pocket expenses incurred by it in connection with the business of the Partnership.

(b) Bonus Pool.

(i) The Budget for each year shall include an aggregate Bonus Pool amount. Such Bonus Pool shall be separate from, and in addition to, the Incentive Pool provided in **Section 4.02(c)**.

(ii) Neither the General Partner nor Stamos shall be eligible to receive any amounts from the Bonus Pool.

(iii) (A) The General Partner shall determine the allocation of the Bonus Pool for each Fiscal Year among the Partnership personnel in a manner consistent with industry "best practices" as agreed with the Board and the Principles of Compensation.

(B) Stamos will discuss with the Class C Limited Partner the Bonuses awarded by the General Partner to the extent that the Class C Limited Partner may reasonably request.

(c) Incentive Pool.

(i) The Partnership shall establish an Incentive Pool program which shall provide for bonuses, in addition to the bonuses paid from the Bonus Pool included in the annual Budget.

(ii) The structure of the Incentive Pool shall generally be as determined by the Board.

(iii) (A) The General Partner shall determine the awards to be made from the Incentive Pool, subject to Board approval of the top five (5) Partnership compensation packages as well as the compensation packages of the top five (5) Partnership Senior Personnel.

(B) As of the date hereof, the following Partnership employees constitute the top five (5) Partnership Senior Personnel: Kevin Barcelona, Ashok Chachra, Jared Kanover, Daniel Okimoto and Kevin Okimoto.

(iv) The Budget shall set forth the maximum aggregate Incentive Pool as a percentage of the Performance Fees and profit allocations attributable to each Fiscal Year, such percentage not to exceed 20%.

(v) (A) The General Partner may determine not to allocate the full Incentive Pool for any given Fiscal Year; provided that doing so will not result in any "carryover" bonuses being available for allocation among subsequent Fiscal Years.

(B) For the avoidance of doubt, any amounts which Stamos elects not to allocate as Bonuses for the Incentive Pool shall be allocated to the Partners in accordance with the Incentive Percentages held by each.

(vi) Neither the General Partner nor Stamos shall be eligible to receive any amounts from the Incentive Pool.

4.03 Withdrawals. Except as provided in Section 5.08 or Section 7.01(a), without the consent of the General Partner, which consent may be withheld in its sole discretion, no Partner may withdraw capital from the Partnership.

4.04 Distributions. Distributions shall be made to the Partners at the times and in the amounts determined by the General Partner, provided that such distributions of Net Cash Flow shall be made at least quarterly. Such distributions shall be made as follows:

(a) All amounts, if any, available for distribution which are attributable to Incentive Fees and Management Fees shall be distributed to the Partners in accordance with their respective Incentive Percentages and Management Fee Percentages, as applicable; provided, however, that the Preferred Return shall be distributed to the Class C Limited Partner prior to any distribution of Management Fees earned on or after July 1, 2007 made to Partners.

(b) Except as provided in Section 4.04(b), all other amounts available for distribution shall be distributed to the Partners in accordance with their respective Incentive Percentages; provided, however, that any Partnership Asset Sale Proceeds attributable to a sale of 100% of the Partnership's assets that does not lead to a liquidation of the Partnership, shall be distributed to the Partners in accordance with, and in proportion to, their respective Sale Percentages. Any such distribution shall be made as follows:

(i) first, any Partnership Asset Sale Proceeds up to an amount equal to the Agreed Value of the Partnership shall be allocated solely to the Class C Limited Partner and other Partners admitted prior to the date hereof, as well as any Partner who purchases an equity interest in the Partnership at fair market value, in accordance with their participation in such amount described in Schedule A;

(ii) second, any additional Partnership Asset Sale Proceeds up to the difference between the Adjusted Agreed Value Amounts that have been determined up to that time and the Agreed Value of the Partnership or any previously determined Adjusted Agreed Value Amount, as applicable, shall be distributed to the Class C Limited Partner and the other Partners who participate in any portion of such Adjusted Agreed Value Amounts *pro rata* based on their Sale Percentages; and

(iii) third, any remaining amount of Partnership Asset Sale Proceeds shall be distributed to the Class C Limited Partner and the other Partners based on their current Sale Percentages.

(iv) Partnership Asset Sale Proceeds attributable to a sale of less than 100% of the Partnership's assets shall be distributed to the Partners pursuant to Section 4.04(b)(i)-(iii), provided, however, that for the purpose of this Section

4.04(b)(iv), each of the Agreed Value of the Partnership and the Adjusted Agreed Value Amounts that have been determined up to that time shall be multiplied by the percentage of the value of the Partnership's assets being sold.

(c) Notwithstanding any other provision in this Section 4.04, all amounts distributed in connection with a liquidation of the Partnership or the sale or other disposition of all or substantially all of the assets of the Partnership that leads to a liquidation of the Partnership shall be distributed to the Partners in accordance with, and in proportion to, their respective Capital Account balances, as adjusted for all Partnership operations and allocations up to and including the date of such distribution.

(d) At the sole discretion of the General Partner, the Partnership may make distributions pursuant to this Section 4.04 in cash and/or in kind. If cash and property are to be distributed in kind simultaneously, the Partnership shall distribute such cash and property in kind in the same proportion to each Partner, unless otherwise agreed by such Partner. For purposes of determining amounts distributable to the respective Partners under this Section 4.04, any property to be distributed in kind shall have the value assigned to such property by the General Partner, and the amount of Net Income or Net Loss that would have been realized had such assets been sold at their fair market value shall be allocated to the Capital Accounts of the Partners pursuant to Sections 3.04 and 3.05 of this Agreement immediately prior to such distribution. Notwithstanding the foregoing, any Partner may request that the General Partner cause the Partnership to sell or otherwise exchange or dispose of for cash (at such Partner's sole cost and expense) any property to be distributed to such Partner, and the Partnership shall do so and distribute the proceeds to such Partner as satisfaction in full with respect to such distribution.

(e) (i) The General Partner may withhold and pay over to the Internal Revenue Service (or any other relevant taxing authority) such amounts as the Partnership is required to withhold or pay over, pursuant to the Code or any other applicable law, on account of a Partner's distributive share of the Partnership's items of gross income, income or gain; provided, that the General Partner shall consult with the Class C Limited Partner to the extent reasonably practicable prior to withholding any amounts from any distribution to the Class C Limited Partner.

(ii) For purposes of this Agreement, any taxes so withheld or paid over by the Partnership with respect to a Partner's distributive share of the Partnership's gross income, income or gain shall be deemed to be a distribution or payment to such Partner, reducing the amount otherwise distributable to such Partner pursuant to this Agreement and reducing the Capital Account of such Partner. If the amount of such taxes is greater than any such distributable amounts, then, notwithstanding anything in this Agreement to the contrary, such Partner and any successor to such Partner's interest in the Partnership shall pay the amount of such excess to the Partnership, as a contribution to the capital of the Partnership.

(iii) The General Partner shall not be obligated to apply for or obtain a reduction of or exemption from withholding tax on behalf of any Partner that may be eligible for such reduction or exemption. To the extent that a Partner claims to be entitled to a reduced rate of, or exemption from, a withholding tax pursuant to an

applicable income tax treaty, or otherwise, the Partner shall furnish the General Partner with such information and forms as such Partner may be required to complete where necessary to comply with any and all laws and regulations governing the obligations of withholding tax agents. Each Partner represents and warrants that any such information and forms furnished by such Partner shall be true and accurate and agrees to indemnify the Partnership and each of the Partners from any and all damages, costs and expenses resulting from the filing of inaccurate or incomplete information or forms relating to such withholding taxes.

(iv) Each individual Partner who is not a New York State resident and each corporate Partner (other than an S corporation) shall deliver to the Partnership an executed New York State Department of Taxation and Finance Form IT-2658-E (or any successor form) or CT-2658-E (or any successor form), as applicable, within 10 days of the date of such Partner's admission to the Partnership, and each such Partner shall update such form as required to ensure that the Partnership will not be required to withhold on such Partner's allocable share of the Partnership's New York source income.

4.05 Limitation on Distributions and Withdrawals. Distributions and permitted withdrawals are subject to the provision by the Partnership for (a) all Partnership liabilities in accordance with the Act and (b) reserves for liabilities taken in accordance with Section 3.07 hereof. The unused portion of any cash reserve shall be distributed, with interest at the prevailing savings bank rate for unrestricted deposits from time to time in effect in New York, New York, as reasonably determined by the General Partner, after the General Partner has reasonably determined that the need therefor shall have ceased.

ARTICLE V

Transfers of Interests

5.01 Transfer of Partnership Interests.

(a) Except as separately agreed to in writing or, with respect to the Class C Limited Partner, as provided in Section 5.04(c), so long as Peter S. Stamos controls the General Partner, no Partner shall have the right to sell, assign, pledge, transfer or otherwise dispose of all or any part of its interest in the Partnership without the consent of the General Partner, which consent may be withheld in its sole discretion. Each Class A Limited Partner or Class B Limited Partner may assign or transfer without the consent of the General Partner all or a portion of such Class A Limited Partner's or Class B Limited Partner's interest in the Partnership (excluding the voting rights relating thereto, which shall remain with such Class A Limited Partner or Class B Limited Partner) and all or a portion of such Class A Limited Partner's or Class B Limited Partner's Incentive Percentage (as defined in Section 3.03(a)) and Management Fee Percentage (as defined in Section 3.03(b)) to (i) a trust created for the benefit of one or more of such Limited Partner's, or in the case of Sterling Owners, its members and/or its member's, parents, spouse or children or other Persons or entities designated by such Partner (a "Related Trust") and/or (ii) an Affiliate and/or (iii) in the case of Sterling Owners, its members and/or its members' parents, spouse, child or other related or familial party (any of the foregoing described in clause (i), (ii) or

(iii), a "Permitted Transferee"). Such a Related Trust and/or Affiliate shall be admitted to the Partnership as a non-voting Limited Partner and such newly admitted Limited Partner shall have and shall be entitled to all of the rights of such assigning and/or transferring Limited Partner. Any purported sale, assignment, pledge, transfer or other disposition of all or any part of an interest in the Partnership in contravention of this Section 5.01 (a) shall be null and void and of no force and effect.

(b) In addition to the General Partner consent right contained in Section 5.01 (a), other than with respect to transfers expressly contemplated by this Agreement (including without limitation Section 5.01(a)), transfers for estate planning purposes or from a Class A Limited Partner or a Class B Limited Partner to one or more entities directly or indirectly wholly owned by such Class A Limited Partner or a Class B Limited Partner, (x) the Active Partners shall not transfer their interests in the Partnership without the prior written consent of the Class C Limited Partner and (y) the Passive Partners shall not transfer their interests in the Partnership without first complying with Sections 5.02, 5.03 and 5.04, as applicable; provided that with respect to transfers made for estate planning purposes or to an entity wholly-owned by such Class A Limited Partner or a Class B Limited Partner, such Class A Limited Partner or a Class B Limited Partner shall retain all voting rights with respect to such Partnership interests, and such Partnership interests shall remain in the hands of the transferees, subject to all of the provisions and limitations described herein as were applicable to such Partnership interests in the hands of the transferor.

5.02 No Transfers in First 18 Months.

(a) In addition to the consent rights contained in Section 5.01(a) and (b), no Class A Limited Partner or Class B Limited Partner may transfer their Partnership interests prior to January 1, 2009 other than (i) pursuant to the second sentence of Section 5.01(a), Section 5.03 or 5.04, (ii) transfers from any Class A Limited Partner or a Class B Limited Partner to an entity directly or indirectly owned and controlled by such Class A Limited Partner or such Class B Limited Partner, (iii) transfers among the Sterling Investors, or (iv) transfers made for purposes of estate planning; provided that with respect to transfers made pursuant to clause (ii) or (iv) of this Section 5.02(a), such Class A Limited Partner or a Class B Limited Partner shall retain all voting rights with respect to such Partnership interests, and such Partnership interests shall remain in the hands of the transferees, subject to all of the provisions and limitations described herein as were applicable to such Partnership interests in the hands of the transferor.

(b) Notwithstanding the foregoing, on or prior to January 1, 2009 (or such other date as may be most tax-efficient with respect to such acquisition), Stamos shall be permitted to acquire from Spiro Stamos, and Spiro Stamos shall be permitted to transfer to Stamos, 2.5% of the outstanding Partnership interests such that Spiro Stamos's Partnership interest shall be reduced to 0.5% and Stamos' Partnership interest shall be increased to 20% (in each case, calculated on a fully-diluted basis).

(c) Neither the General Partner nor Stamos may transfer (directly or indirectly) their respective Partnership interests while Stamos remains active with the Partnership except (i) with the approval of the Board or (ii) to estate or tax planning vehicles.

5.03 Sterling Owners' Agreed Sales of Equity.

(a) Sterling Owners (or its Permitted Transferees) shall be permitted to honor their agreement with the Class C Limited Partner (the "Sterling Owners' Agreed Sales of Equity") to sell (directly or indirectly) at least 1% of the Partnership interests (for the avoidance of doubt, 1% of the total outstanding Partnership interests, not 1% of the Partnership interests held by the Sterling Owners) to the Active Partners during each of the five successive twelve-month periods following July 1, 2007 for an aggregate of 5% over such 60-month period.

(b) In the event that the other Class A Limited Partners do not agree to acquire the full 1% of the outstanding Partnership interests offered pursuant to the Sterling Owners' Agreed Sales of Equity during any given twelve-month period as set forth in Section 5.03(a), the unsold amount shall carry forward and be available for sale in subsequent such twelve-month periods.

(c) All Sterling Owners' Agreed Sales of Equity shall be effected under the auspices of, and pursuant to the procedures established by, the Partnership, so as to achieve a dispersion of such Partnership interests among the Active Partners.

(d) The purchase price for the Sterling Owners' Agreed Sales of Equity shall be determined based on Minor Purchase Fair Market Value.

5.04 Right of First Offer on Equity Sales.

(a) Active Partners (including those first acquiring Partnership interests after the date hereof) shall have the right of first offer over (i) Sterling Owners' Agreed Sales of Equity in an amount not to exceed 5% and (ii) sales of equity by Spiro Stamos, Christopher Stamos, Basil Stamos or Daniel Okimoto and Active Partners in an amount not to exceed 2.5%.

(b) (i) Subject to the Sterling Owners' Agreed Sales of Equity and the Active Partners' priority right to purchase Partnership interests, beginning January 1, 2009, Passive Partners may sell Partnership interests; provided that the Class C Limited Partner and the Active Partners, as a group (which group shall not be required to purchase in the same proportions as their then-current ownership of Partnership interests), shall each have a Right of First Offer with respect to 50% of all such sales of Partnership interests by Passive Partners until such time, if any, as the Partnership interests become publicly-traded.

(ii) (A) For the avoidance of doubt, neither the Class C Limited Partner nor the Active Partners shall have any obligation to acquire any or all of any Passive Partner's Partnership interests. In the event that either the Class C Limited Partner or the Active Partners as a group do not elect to acquire all of their portion of such available Partnership interests, the Class C Limited Partner (in the case of the Active Partners) or the Active Partners (in the case of the Class C Limited Partner), as applicable, shall be permitted to purchase the remaining Partnership interests. If neither the Class C Limited Partner nor the Active Partners elect to do so, part or all of such Partnership interests may be offered to third parties other than competitors of the Partnership by Passive Partners.

(B) All Partnership interests acquired by the Class C Limited Partner from any Class A Limited Partner or any Class B Limited Partner, other than Peter S. Stamos, shall remain non-voting unless otherwise agreed by the Class A Limited Partner or Class B Limited Partner and the Class C Limited Partner.

(iii) Passive Partners may transfer Partnership interests to Permitted Transferees or for estate planning purposes without first complying with this Section 5.04(b) so long as such transfer satisfies the proviso in Section 5.01.

(c) Class C Limited Partner Transfers.

(i) The Class A Limited Partners and Class B Limited Partners shall have a Right of First Offer with respect to any sale of Partnership interests by the Class C Limited Partner.

(ii) For the avoidance of doubt, the Class A Limited Partners and Class B Limited Partners shall not have any obligation to acquire any or all of any Partnership interests offered to them by the Class C Limited Partner, and if they elect not to do so, part or all of such Partnership interests may be offered to third parties other than competitors of the Partnership by the Class C Limited Partner pursuant to the right of first offer.

(iii) The Class C Limited Partner may transfer, from time to time, part or all of the Class C Limited Partner's Partnership interests among controlled Affiliates of the Class C Limited Partner without consent or being subject to a Right of First Offer, provided that such transferee executes an instrument of accession, agreeing to be bound by the applicable terms and conditions relating to the Partnership interests. In no event shall the Class C Limited Partner's Partnership interests be held by any entity not controlled by Merrill Lynch, Pierce, Fenner & Smith Incorporated. Notwithstanding the foregoing, such assignment shall not be permitted if, as a result, the Class C Limited Partnership Interests would be treated as being held in the aggregate by more than ten partners, as determined in accordance with Treasury Regulations Section 1.7701-1(h).

(d) For purposes of this Section 5.04, "Right of First Offer" shall mean that the Partner selling its Partnership interests (such Partner, the "Offeror") must first offer such Partnership interests (or the portion thereof proposed to be transferred) to Active Partners and/or the Class C Limited Partner, as applicable (the "Offerees") in accordance with this Section 5.04(d). Such offer shall set forth the material terms (including purchase price, payment period and financing) on which the Offeror proposes to offer its Partnership interests (or portion thereof) for sale.

(i) The Offerees shall have 30 days following receipt of such offer to inform the Offeror in writing that one or more Offerees will acquire its pro rata portion, if applicable, of the Partnership interests (or portion thereof) on such terms — the Offerees to specify a closing date within 90 days of such notice from the Offeror.