LIMITED PARTNERSHIP AGREEMENT

OF

MANGOTREE REAL ESTATE HOLDINGS, L.P.
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**AGREEMENT**, made February __, 2010, among Bridgewater Asset Management, LLC, a New York limited liability company, having an address at 24 Oak Lane, Roslyn Heights, NY 11577 ("General Partner"), and Limited Partner #1, having an address at , , Limited Partner #2, having an address at , , and Limited Partner #3, having an address at , (collectively hereinafter referred to as "Limited Partners").

**W I T N E S S E T H :**

**WHEREAS**, the parties hereto desire to form a limited partnership pursuant to the laws of the State of New York for the purposes hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein and other valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the General Partner and Limited Partners agree as follows:

1. **Formation**

   The parties hereby enter into and form a limited partnership (the "Partnership") pursuant to the provisions of the Revised Limited Partnership Act of the State of New York, for the purposes and the period and upon the terms and conditions hereinafter set forth. The General Partner shall be the general partner of the Partnership, and the Limited Partners shall be limited partners thereof.

   The parties agree to execute, acknowledge, swear to and file a certificate of limited partnership for the Partnership and any other documents required under applicable law.

2. **Name**

   The name of the Partnership shall be MANGOTREE REAL ESTATE HOLDINGS, L.P., and all business of the Partnership shall be conducted under said name, or such other name as the General Partner may designate by written notice to the Limited Partners.

3. **Purposes**

   The sole purposes of the Partnership are to acquire, manage and renovate real property, to act as a real estate investment fund, and to incur indebtedness, secured and unsecured; to enter into and perform contracts and agreements of any kind necessary to, in connection with or incidental to the business of the Partnership; and to carry on any other activities necessary to, in
connection with or incidental to the foregoing, as the General Partner in its discretion may deem desirable.

4. Place of Business

The principal place of business of the Partnership shall be at 24 Oak Lane, Roslyn Heights, NY 11577, in the County of Nassau, or at such other or additional places of business within or outside of the State of New York as the General Partner from time to time may designate by written notice to the Limited Partners.

The Partnership hereby designates the Secretary of State of New York as agent of the Partnership for the service of process. The Partnership also hereby designates Rakesh Bhargava, whose post office address is 24 Oak Lane, Roslyn Heights, NY 11577, as the Registered Agent of the Partnership for service of process.

5. Term

The Term of the Partnership shall commence on the date first above written and shall continue until December 31, 2099, unless sooner terminated as hereinafter provided.

6. Capital Contributions

The minimum capital of the Partnership shall be $100,000.00, which shall consist of the aggregate of the capital contributions to be made pursuant to this Article 6.

The General Partner shall not be required to contribute to the capital of the Partnership either on formation of the Partnership or at any time thereafter.

Each of the Limited Partners shall contribute to the capital of the Partnership the amount set forth opposite his name below:

- Limited Partner #1 -- $100,000.00
- Limited Partner #2 -- $100,000.00
- Limited Partner #3 -- $100,000.00

The Limited Partners shall not be required to make any additional capital contributions.

7. Loans and Advances by Partners
If any Partner shall loan or advance any funds to the Partnership in excess of the capital contribution of such Partner prescribed herein, such loan or advance shall not be deemed a capital contribution to the Partnership and shall not in any respect increase such Partner's interest in the Partnership. No Partner shall have any personal liability for the repayment of any such loan or advance, and the same shall be collectible only out of the assets of the Partnership.

8. Allocations and Distributions

As used in this Agreement, the terms "net profits" and "net losses" shall mean the profits or losses of the Partnership from the conduct of the Partnership's business, after all expenses incurred in connection therewith have been paid or provided for. The net profits or net losses of the Partnership shall be determined by the Partnership's accountants in accordance with generally accepted accounting principles applied in determining the income, gains, expenses, deductions or losses, as the case may be, reported by the Partnership for federal income tax purposes.

The term "cash receipts" shall mean all cash receipts of the Partnership from whatever source derived, including without limitation capital contributions made by the Partners; the proceeds of any sale, exchange, or other disposition of all or any part of the assets of the Partnership; the proceeds of any loan to the Partnership; the proceeds of any insurance policy payable to the Partnership; and the proceeds from the liquidation of the assets of the Partnership following a termination of the Partnership.

The "capital account" for each Partner shall mean the account established, determined and maintained for such Partner in accordance with Section 704(b) of the Internal Revenue Code and Treasury Regulation Section 1.704-1(b)(2)(iv). The capital account for each Partner shall be increased by (1) the amount of money contributed by such Partner to the Partnership, (2) the fair market value of property contributed by such Partner to the Partnership (net of liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Internal Revenue Code), and (3) allocations to such Partner of Partnership income and gain (or items thereof), including income and gain exempt from tax and income and gain described in subsection (b)(4)(i) of said Regulation, and shall be decreased by (4) the amount of money distributed to such Partner by the Partnership, (5) the fair market value of property distributed to such Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), (6) allocations to such Partner of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (7) allocations of Partnership loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding income and gain described in subsection (b)(4)(i) of said Regulation, and shall be decreased by (4) the amount of money distributed to such Partner by the Partnership, (5) the fair market value of property distributed to such Partner by the Partnership (net of liabilities secured by such distributed property that such Partner is considered to assume or take subject to under Section 752 of the Code), (6) allocations to such Partner of expenditures of the Partnership described in Section 705(a)(2)(B) of the Code, and (7) allocations of Partnership loss and deduction (or items thereof) including loss and deduction described in Treas. Reg. Section 1.704-1(b)(2)(iv)(g), but excluding items described in (6) above and loss or deduction described in subsections (b)(4)(i) or (b)(4)(iii) of said Regulation. Net profits and net losses of the Partnership from other than capital transactions, as of the end of any fiscal year or other period, shall be credited or charged to the capital accounts of the Partners prior to any charge or credit to said capital accounts for net profits and net losses of the Partnership from capital transactions as of the end of such fiscal year or other period. The capital account for each Partner
shall be otherwise adjusted in accordance with the additional rules of Trea. Reg. Section 1.704-1(b)(2)(iv).

The term "Partners’ Percentage Interests" shall have the following meaning: the percentage interest of all Limited Partners shall be eighty (80%) percent, and the percentage interest of the General Partner shall be up to twenty (20%) percent. Commencing in 2011, allocations will be calculated and paid on a quarterly basis.

(i) For each fiscal year, the General Partner shall calculate the “Daily Fund Share” applicable to each Partner’s Percentage Interest. The “Daily Fund Share” of each Partner’s Percentage Interest shall be the ratio, on any particular day, that the dollar amount of a Partner’s Percentage Interest of a Partner who is a Partner on such day to the dollar amount of all Partner’s Percentage Interests of all Partners who are Partners on such day.

(ii) Upon the sale of any Asset, the General Partner Manager shall calculate the “Per Diem Net Profit Allocation” for that Asset. The “Per Diem Net Profit Allocation” for that Asset, shall be equal to the actual net profit or loss realized by the Partnership upon the sale of the Asset divided by the total number of days the Asset was owned by the Partnership.

(iii) Based upon these factors, the General Partner shall allocate the “Per Diem Net Profit Allocation By Asset” for each Asset sold during that fiscal year among the Partners based upon their “Daily Fund Share,” such that the General Partner shall calculate the “Investment Net Profit Allocation By Asset” that shall be equal to the sum of the “Daily Funds Shares” for each Partner’s Percentage Interest for each day the Asset was owned, multiplied by the “Per Diem Net Profit Allocation.”

(iv) The “Investment Net Profit Allocation by Asset” shall thereupon be determined with respect to each Asset sold during the fiscal year and any other item of Available Cash realized during such year. Based upon these results, the General Partner will calculate the “Annual Investment Net Profit Allocation” for each Investment, which shall be equal to the sum of the all of the individual “Investment Net Profit Allocations by Asset” applicable for such year.

(v) The “Annual Investment Net Profit Allocation” shall be allocated and/or distributed to the Partners in accordance with the provisions of this Section 8.

(vi) To the extent that any Asset sold by the Partnership was contributed to the Fund by a Partner as an investment, such Partner shall have a “Daily Fund Share” of 1 for each day that such contributed property was owned by the Partner prior to contributing the Asset to the Partnership, and each one of those days shall be
included in the calculation of the number of days the Asset was owned by the Partnership for purposes of calculating the “Per Diem Net Profit Allocation.”

During each fiscal year, the net profits and net losses of the Partnership (other than from capital transactions), and each item of income, gain, loss, deduction or credit entering into the computation thereof, shall be credited or charged, as the case may be, to the capital accounts of each Partner in proportion to the Partners' Percentage Interests. The net profits of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to offset any negative balance in the capital accounts of the Partners in proportion to the amounts of the negative balance in their respective capital accounts, until all negative balances in the capital accounts have been eliminated; then (b) to the Partners in proportion to the Partners' Percentage Interests. The net losses of the Partnership from capital transactions shall be allocated in the following order of priority: (a) to the extent that the balances in the capital accounts of any Partners are in excess of their original contributions, to such Partners in proportion to such excess balances in the capital accounts until all such excess balances have been reduced to zero; then (b) to the Partners in proportion to the Partners' Percentage Interests. In the event that there is a net loss in any year hereunder, the allocation for the following year will be one hundred (100%) percent to all Limited Partners until the Limited Partners have recouped their losses from the prior year.

The cash receipts of the Partnership shall be applied in the following order of priority: (a) to the payment by the Partnership of amounts due on debts and liabilities of the Partnership other than to any Partner, and operating expenses of the Partnership; (b) to the payment of interest and amortization due on any loan made to the Partnership by any Partner; (c) to the establishment of cash reserves determined by the General Partner to be necessary or appropriate, including without limitation reserves for the operation of the Partnership's business, taxes and contingencies; and (d) to the repayment of any loans made to the Partnership by any Partner. Thereafter, the cash receipts of the Partnership shall be distributed among the Partners as hereafter provided.

The cash receipts of the Partnership shall be distributed to the Partners from time to time at such times as the General Partner shall determine. It is contemplated that distributions will be made if the General Partner deems such distributions to be prudent and feasible.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts of the Partnership, other than from capital transactions, shall be allocated among the Partners in proportion to the Partners' Percentage Interests.

Except as otherwise provided in this Agreement or required by law, distributions of cash receipts from capital transactions shall be allocated in the following order of priority: (a) to the Partners in proportion to their respective capital accounts until each Partner has received cash distributions equal to any positive balance in his capital account; then (b) to the Partners in proportion to the Partners' Percentage Interests.

**Special Allocations** -- Notwithstanding the preceding provisions of this Article 8, the following special allocations shall be made in the following order:
(1) **Minimum Gain Chargeback** -- Except as otherwise provided in Trea. Reg. Section 1.704-2(f), if there is a net decrease in partnership minimum gain (within the meaning of Trea. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) during any fiscal year, each Partner shall be allocated items of the Partnership's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in partnership minimum gain, determined in accordance with Trea. Reg. Section 1.704-2(g). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Trea. Reg. Sections 1.704-2(f)(6) and 1.704-2(j)(2). This provision is intended to comply with the minimum gain chargeback requirement in Trea. Reg. Section 1.704-2(f) and shall be interpreted consistently therewith.

(2) **Partner Minimum Gain Chargeback** -- Except as otherwise provided in Trea. Reg. Section 1.704-2(i)(4), if there is a net decrease in partner nonrecourse debt minimum gain attributable to a partner nonrecourse debt during any fiscal year, each Partner who has a share of the partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704.2(i)(5), shall be allocated items of the Partnership's income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Partner's share of the net decrease in partner nonrecourse debt minimum gain attributable to such partner nonrecourse debt, determined in accordance with Trea. Reg. Section 1.704-2(i)(4). Allocations made pursuant to the preceding sentence shall be made in proportion to the respective amounts required to be allocated to each Partner pursuant thereto. The items to be so allocated shall be determined in accordance with Trea. Reg. Sections 1.704-2(i)(4) and 1.704-2(j)(2). As used herein, "partner nonrecourse debt" has the meaning set forth in Trea. Reg. Section 1.704-2(b)(4). As used herein, "partner nonrecourse debt minimum gain" shall mean an amount, with respect to each partner nonrecourse debt, equal to the partnership minimum gain (within the meaning of Trea. Reg. Sections 1.704-2(b)(2) and 1.704-2(d)) that would result if such partner nonrecourse debt were treated as a nonrecourse liability (within the meaning of Trea. Reg. Section 1.704-2(b)(3)) determined in accordance with Trea. Reg. Section 1.704-2(i)(3). This provision is intended to comply with the minimum gain chargeback requirement in Trea. Reg. Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(3) **Qualified Income Offset** -- In the event any Partner unexpectedly receives any adjustments, allocations or distributions described in Trea. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of the Partnership's income and gain shall be allocated to such Partner in an amount and manner sufficient to eliminate, to the extent required by the Regulations, any adjusted capital account deficit in such Partner's capital account, as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Partner would have
an adjusted capital account deficit in such Partner's capital account after all other allocations provided for in this Article 8 have been tentatively made as if this provision were not in this Agreement. As used herein, "adjusted capital account deficit" shall mean the deficit balance, if any, in a Partner's capital account at the end of the relevant fiscal year after the following adjustments: (i) credit to such capital account the minimum gain chargeback which the Partner is obligated to restore pursuant to the penultimate sentences of Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5); and (ii) debit to such capital account the items described in Treas. Reg. Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). This provision is intended to constitute a qualified income offset within the meaning of Treas. Reg. Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(4) Gross Income Allocation -- In the event any Partner has a deficit capital account at the end of any fiscal year which is in excess of the sum of the amounts such Partner is deemed to be obligated to restore pursuant to the penultimate sentences of Treas. Reg. Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Partner shall be allocated items of the Partnership's income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this provision shall be made only if and to the extent that such Partner would have a deficit in such Partner's capital account in excess of such sum after all other allocations provided for in this Article 8 have been tentatively made as if this provision and the provisions of clause (3) above were not in this Agreement.

(5) Nonrecourse Deductions -- Nonrecourse deductions (within the meaning of Treas. Reg. Section 1.704-2(b)(1)) for any fiscal year shall be allocated among the Partners in proportion to the Partners' Percentage Interests.

(6) Partner Nonrecourse Deductions -- Any partner nonrecourse deductions (within the meaning of Treas. Reg. Sections 1.704-2(b)(1) and 1.704-2(b)(2)) for any fiscal year shall be allocated to the Partner who bears the economic risk of loss with respect to the partner nonrecourse debt (within the meaning of Treas. Reg. Section 1.704-2(b)(4)) to which such partner nonrecourse deductions are attributable in accordance with Treas. Reg. Section 1.704-2(i)(1).

(7) Other Mandatory Allocations -- In the event Section 704(c) of the Internal Revenue Code or the Regulations thereunder require allocations in a manner different than that set forth above in this Article 8, the provisions of Section 704(c) and the Regulations thereunder shall control such allocations among the Partners.

It is the intention of the Partners that the allocations hereunder shall be deemed to have "substantial economic effect" within the meaning of Section 704 of the Internal Revenue Code and Treas. Reg. Section 1.704-1. Should the provisions of this Agreement be inconsistent with or in conflict with Section 704 of the Code or the Regulations thereunder, then Section 704 of the Code and the Regulations shall be deemed to override the contrary provisions hereof. If Section 704 or the
Regulations at any time require that partnership agreements contain provisions which are not expressly set forth herein, such provisions shall be incorporated into this Agreement by reference and shall be deemed a part of this Agreement to the same extent as though they had been expressly set forth herein, and the General Partner shall be authorized by an instrument in writing to amend the terms of this Agreement to add such provisions, and any such amendment shall be retroactive to whatever extent required to create allocations with a substantial economic effect.


At all times during the continuance of the Partnership, the General Partner shall keep or cause to be kept complete and accurate records and books of account in which shall be entered each transaction of the Partnership in accordance with generally accepted accounting principles.

The fiscal year of the Partnership for both accounting and income tax purposes shall be the calendar year. The Partnership shall report its operations, net income and net losses in accordance with the cash method of accounting as selected by the General Partner.

The General Partner may employ on behalf of the Partnership and at the expense of the Partnership such firm of certified public accountants as the General Partner in its sole discretion deems appropriate to serve as the Partnership's accountants.

The General Partner shall furnish to each Partner, within sixty days after the end of each calendar quarter, an unaudited balance sheet as of the end of each quarter and a profit and loss statement of the Partnership for such quarter and such other information as may be necessary for the Partners to prepare their income tax returns.

The books of account shall be audited at the expense of the Partnership by certified public accountants promptly after the close of each fiscal year.

The General Partner shall furnish to each Partner, within seventy-five days after the end of each fiscal year, an annual report of the Partnership (certified by the certified public accountants of the Partnership) which shall include a balance sheet as of the end of such fiscal year; a profit and loss statement of the Partnership for such fiscal year; a statement of the balance in the capital account of such Partner; and the amount of such Partner's share of the Partnership's income, gain, losses, deductions and other relevant items for federal income tax purposes.

The General Partner shall prepare or cause to be prepared all federal, state and local income tax and information returns for the Partnership, and shall cause such tax and information returns to be filed timely with the appropriate governmental authorities. Within seventy-five days after the end of each fiscal year, the General Partner shall forward to each person who was a Partner during the preceding fiscal year a true copy of the Partnership's information return filed with the Internal Revenue Service for the preceding fiscal year. The General Partner shall not be liable to any
Partner if any taxing authority disallows or adjusts any deductions or credits in the Partnership's income tax or information returns.

All elections required or permitted to be made by the Partnership under the Internal Revenue Code, and the designation of a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code for all purposes permitted or required by the Code, shall be made by the General Partner. The tax matters partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the General Partner.

All such records, books of account, tax and information returns, and reports and statements, together with executed copies of this Agreement, the certificate of limited partnership for the Partnership and any amendments thereto, shall at all times be maintained at the principal place of business of the Partnership, and shall be open to the inspection and examination of the Partners or their duly authorized representatives during regular business hours. Each Partner, or a duly authorized representative of such Partner, may make copies of the Partnership's books of account and records at the expense of such Partner. Any Partner, at the expense of such Partner, may conduct an audit of the Partnership's books of account and records.

The cost of preparing all of the aforesaid records, books, returns and other items shall be borne by the Partnership, including, without limitation, (i) expenses incurred in connection with the Partnership’s financial statements, tax returns and K-1’s; (ii) accountants’ fees and disbursements; and (iii) taxes and other governmental charges levied against the Partnership. All other managerial expenses of the Partnership shall be borne by the General Partner for each fiscal year.

10. Bank Accounts

All funds of the Partnership shall be deposited in the Partnership's name in such bank account or accounts as shall be designated by the General Partner. Withdrawals from any such bank accounts shall be made only in the regular course of business of the Partnership and shall be made upon such signature or signatures as the General Partner from time to time may designate.

11. Management of the Partnership

The business and affairs of the Partnership shall be conducted and managed exclusively by the General Partner in accordance with this Agreement and the laws of New York.

The General Partner shall devote such time and attention as the General Partner deems necessary to the conduct and management of the business and affairs of the Partnership.

The General Partner, or its designees, hereby is authorized to execute all instruments on behalf of the Partnership. No person, firm or corporation dealing with the Partnership shall be required to investigate the authority of the General Partner or to secure the approval of or
confirmation by the Limited Partners of any act of the General Partner in connection with the business or affairs of the Partnership.

The Limited Partners shall not take part or have any voice in the conduct or management of the business or affairs of the Partnership, except as otherwise expressly may be provided in this Agreement or by law. The Limited Partners shall not have any power to transact business for the Partnership or to sign for or bind the Partnership.

Except as provided elsewhere in this Agreement, the General Partner shall possess and enjoy all rights and powers necessary or appropriate for the conduct and management of the business and affairs of the Partnership and hereby is authorized to make all decisions relating to the business and affairs of the Partnership. Without limiting the generality of the foregoing, the General Partner may make all decisions relating to: the purchase, sale, exchange, lease, transfer, encumbrance or other acquisition or disposition of any property, for cash, other property, or on terms; the borrowing of money and the obtaining of loans, secured and unsecured, for the Partnership and in connection therewith the issuance of notes, debentures and other debt securities and the securing of the same by assigning for security purposes, pledging or hypothecating all or part of assets of the Partnership; the expenditure of the capital and receipts of the Partnership in furtherance of the business of the Partnership; the purchase of equipment, supplies and services as the General Partner deems appropriate; the lending or advancing of money to third parties in connection with the business of the Partnership; the investment of funds of the Partnership in interest-bearing bank deposits, governmental obligations, institutional and insured short-term debt securities and short-term commercial paper, pending disbursement of the Partnership's funds or to provide a source from which to meet contingencies; the purchase of hazard, liability and other insurance which the General Partner may deem necessary or proper; the employment of attorneys, accountants, brokers, consultants and other persons, firms and corporations to render services to the Partnership as the General Partner may deem necessary or proper; the enforcement, compromise and settlement of any rights or claims in favor of or against the Partnership or any nominee of the Partnership; and the taking of all other actions and the execution and delivery of any and all other instruments and agreements as the General Partner may deem appropriate to carry out the intents and purposes of this Agreement.

The General Partner, except as otherwise provided in this Agreement, shall possess and may enjoy and exercise all rights and powers of a general partner as provided in the Revised Limited Partnership Act of the State of New York.

The General Partner may employ on behalf of the Partnership, on such terms and for such compensation as the General Partner may determine, any persons, firms or corporations, including accountants and attorneys, as the General Partner, in its sole judgment shall deem desirable for the business and affairs of the Partnership. Any such person, firm or corporation may also be employed by the General Partner in connection with any other business of the General Partner. The fact that any Partner, or a member of his family or any affiliate of a Partner, is directly or indirectly interested in or connected with any person, firm or corporation employed by the Partnership or from whom the Partnership may buy merchandise or services, shall not prohibit the General Partner from
employing or dealing with such person, firm or corporation on behalf of the Partnership upon reasonable terms and conditions.

12. Rights and Duties of Partners

Each Partner may engage in, invest in, participate in, or otherwise enter into, any other businesses or professions of every nature and description, now or hereafter existing, individually or with others including other Partners, whether or not such businesses or professions compete directly with the Partnership. Neither the Partnership nor any other Partner shall have any rights in or to any such business or profession or the income or profits therefor. No Partner shall be obligated to afford to the Partnership any business opportunity. No Partner shall be deemed to be acting as a nominee of the Partnership unless it has been so designated by a writing executed by the Partnership and such Partner.

The General Partner shall not be liable, responsible or accountable in damages or otherwise to the Partnership or any other Partner for any act or omission if such act or omission is in good faith and within the scope of the authority conferred by this Agreement or by law. The General Partner shall not be liable, responsible or accountable for the negligence, dishonesty, fraud or bad faith of any employee, broker or other agent for the Partnership selected with reasonable care. The General Partner shall be entitled to rely on the advice of counsel or public accountants, and no act or omission of the General Partner pursuant to such advice shall subject the General Partner to liability. The foregoing shall not relieve the General Partner from liability for its gross negligence or willful malfeasance. The liability of the Partnership and the General Partner arising out of any of the activities of the Partnership may be covered by such liability and other insurance policies as the General Partner may elect to maintain at the expense of the Partnership.

The Partnership, to the extent of the Partnership's assets, shall indemnify and hold the General Partner harmless from and against all liability, claim, loss, damage or expense, including reasonable attorneys' fees, incurred by the General Partner by reason of any act or omission of the General Partner in good faith on behalf of the Partnership.

The liability of each of the Limited Partners, as such, shall be limited to the amount of his capital contribution as a Limited Partner in accordance with this Agreement. The Limited Partners shall not be liable for the debts, liabilities, contracts or other obligations of the Partnership. The Limited Partners shall not be required to lend any funds to the Partnership or to contribute any further capital or other property to the Partnership, except as may be specifically set forth herein.

No Partner shall be paid interest on any capital contribution to the Partnership. No Partner shall have the right to withdraw or receive any return of his capital contribution, except as provided herein. Under circumstances requiring a return of any capital contribution, no Partner shall have the right to receive property other than cash except as may be specifically provided herein. The General Partner shall not have any personal liability for the return of the capital contribution of the Limited Partners, it being expressly understood that any such return shall be made solely from Partnership assets. No Partner with a negative cash balance in his capital account, as a result of any
distributions or allocations of loss made in accordance with this Agreement, shall have any obligation to the Partnership or to any Partner to restore his capital account to zero. Distributions shall be made in accordance with this Agreement notwithstanding any negative cash balance in the capital account of any Partner.

All of the Partners' interests in the Partnership shall be personal property for all purposes. All real and personal property owned by the Partnership shall be deemed owned by the Partnership as an entity, and no Partner, individually, shall be deemed the owner of any such property.

13. Assignment of Partnership Interests

The General Partner shall have the right to assign its interest herein, provided the assignee: (a) is an affiliate of the original General Partner; (b) is substituted as General Partner under this Agreement; (c) agrees to assume and perform all of the obligations of the General Partner hereunder; and (d) at the time of such substitution, meets the requirements of the Internal Revenue Service so that the Partnership shall not be treated as an association for federal income tax purposes. The requirement in clause (d) above shall be deemed to have been met upon receipt of a legal opinion of counsel to the effect that such substitution of the General Partner does not adversely affect the Partnership's status as a partnership for tax purposes.

Except as otherwise provided in this Agreement, no Limited Partner may assign, transfer or otherwise dispose of all or any part of his interest in the Partnership, including without limitation the capital, profits or distributions of the Partnership. No Limited Partner may withdraw from the Partnership.

An assignment, transfer or other disposition of all or any part of the interest of a Partner in the Partnership in violation of the provisions hereof shall be null and void for all purposes.

No assignment, transfer or other disposition of all or any part of the interest of any Partner permitted under this Agreement shall be binding upon the Partnership unless and until a duly executed and acknowledged counterpart of such assignment or instrument of transfer, in form and substance satisfactory to the General Partner, has been delivered to the Partnership.

As between a Partner and an assignee or transferee of such Partner's interest in accordance with this Agreement, allocations and distributions for any fiscal year shall be apportioned as of the date of the assignment or transfer, on the basis of the number of days before and after said date, without regard to the results of the Partnership's operations before or after the assignment or transfer.

With the written consent of the General Partner in its sole discretion, a Limited Partner may substitute any assignee as a new Limited Partner in his place, either in whole or in part, subject to such reasonable conditions for any such substitution as the General Partner deems
advisable. The admission of any new Limited Partner in accordance with this Agreement shall not be cause for dissolution of the Partnership.

As a condition to the admission of any substituted Limited Partner, such substituted Limited Partner shall execute and acknowledge such instrument, in form and substance satisfactory to the General Partner, as the General Partner may deem necessary or desirable to effectuate such admission and to confirm the agreement of such substituted Limited Partner to be bound by all of the terms, covenants and conditions of this Agreement, as the same may have been amended. Such substituted Limited Partner shall pay all reasonable expenses in connection with such admission, including without limitation reasonable attorneys' fees and the cost of the preparation, filing and publication of any amendment to this Agreement or the certificate of limited partnership for the Partnership, which the General Partner may deem necessary or desirable in connection with such admission.

If the General Partner deems it to be in the best interest of the Partnership, the General Partner at its election may treat any assignee who has not become a substituted Limited Partner, as a substituted Limited Partner in the place and stead of its' assignor for purposes of this Agreement.

No assignment or other disposition of any interest of any Partner may be made if such assignment or disposition, alone or when combined with other transactions, would result in the termination of the Partnership within the meaning of Section 708 of the Internal Revenue Code or under any other relevant section of the Code or any successor statute. No assignment or other disposition of any interest of any Partner may be made without an opinion of counsel satisfactory to the General Partner that such assignment or disposition is subject to an effective registration under, or exempt from the registration requirements of, the applicable federal and state securities laws. No interest in the Partnership may be assigned or given to any person below the age of 21 years or to a person who has been adjudged to be insane or incompetent.

Anything herein contained to the contrary, the General Partner and the Partnership shall be entitled to treat the record holder of the interest of a Limited Partner as the absolute owner thereof, and shall incur no liability by reason of distributions made in good faith to such record holder, unless and until there has been delivered to the General Partner the assignment or other instrument of transfer and such other evidence as may be reasonably required by the General Partner to establish to the satisfaction of the General Partner that an interest has been assigned or transferred in accordance with this Agreement.

14. Right of Withdrawal

On March 31 and September 30 of each year commencing January 31, 2012 (each a "Withdrawal Date"), each Limited Partner may withdraw all of a Limited Partnership Interest in the Partnership (the "Withdrawn Investment"). A Limited Partner must give the General Partner irrevocable written notice of any proposed withdrawal not less than 60 days nor more than
120 days of the proposed Withdrawal Date. Subsequent to the Withdrawal Date, the Limited Partner will thereafter have the right to receive Partnership allocations of profits and losses and distributions when allocated or distributed from time to time with respect to those Assets held by the Partnership on or subsequent to the date on which the Withdrawal Investment was contributed (the "Applicable Assets") and will not participate, with respect to such Withdrawal Investment, in any manner, in any Assets acquired after the Withdrawal Date. In addition, a Withdrawing Limited Partner will be entitled to a return of the Withdrawal Investment to the Partnership from the net proceeds from the disposition of the Applicable Assets, pro rata, based on the cost basis of each Applicable Asset. If a Withdrawing Limited Partner maintains more than one Limited Partnership Interest in the Partnership, such Withdrawing Limited Partner may continue to hold such other Limited Partnership Interests after the Withdrawal Date.

15. Disability of Partners

In an event of bankruptcy or insolvency, as hereinafter defined, with respect to the General Partner (each of the foregoing being hereinafter referred to as a "disabling event"), the Partnership shall terminate sixty days after notice to the Partners of such disabling event unless the business of the Partnership is continued as hereinafter provided.

Notwithstanding a disabling event with respect to a General Partner, the Partnership shall not terminate, irrespective of applicable law, if within aforesaid sixty day period the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder elect to continue the business of the Partnership and appoint a new General Partner. Upon such election the Partnership shall continue and the interest of the disabled Partner shall be converted into an interest of a Limited Partner in the Partnership with the same Partner's Percentage Interest as the disabled General Partner would have been entitled had the disabling event not occurred. The new General Partner, appointed as aforesaid, shall have a one percent Partner's Percentage Interest in the Partnership, which shall be contributed by all other Partners of the Partnership in proportion to their Partners' Percentage Interests.

In the event of the death of a Limited Partner, the executor, administrator or other legal representative of the deceased Limited Partner shall succeed to the rights of the deceased Limited Partner subject to the provisions of this Agreement. A person to whom an interest of a deceased Limited Partner is bequeathed or distributed shall be entitled only to the allocations and distributions of such interest unless such person is admitted as a Limited Partner in accordance with this Agreement with the consent of the General Partner.

In the event of the adjudication of insanity or incompetency of a Limited Partner, the committee or other legal representative of such Limited Partner shall be entitled only to the allocations and distributions to which the interest of such Limited Partner is entitled, unless such committee or legal representative applies for admission to the Partnership and is admitted as a Limited Partner in accordance with this Agreement with the consent of the General Partner.
If there shall occur an event of bankruptcy or insolvency with respect to a Limited Partner, then the General Partner or the Partnership, as the General Partner shall determine, shall have the right and option to purchase the Limited Partner's interest in the Partnership for cash at the book value thereof as of the end of the preceding fiscal year. Said option shall be exercised by the General Partner's notice to the Limited Partner within thirty days after the General Partner shall have received notice of the event of bankruptcy or insolvency, and the closing shall take place on the date set forth in the General Partner's notice which shall not be less than ten nor more than thirty days from the date of such notice. In the event of a dispute or uncertainty as to the person to whom payment is to be made, the deposit of the purchase price in escrow with an attorney admitted to practice in the State of New York, to be held for the benefit of the person entitled to the receipt of the same, and notice of such deposit to such Limited Partner, shall be deemed to be in compliance with the provisions hereof and the purchase of such Limited Partner's interest shall be deemed effective as of the date of such deposit. If said option is not exercised, then the trustee, assignee or other legal representative of such Limited Partner shall be entitled only to the allocations and distributions to which the interest of such Limited Partner is entitled, unless such trustee, assignee or other legal representative is admitted as a Limited Partner in accordance with this Agreement with the consent of the General Partner.

An "event of bankruptcy or insolvency" with respect to a Partner shall occur if such Partner: applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of his assets; or makes a general assignment for the benefit of creditors; or is adjudicated a bankrupt or an insolvent; or files a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or to take advantage of any bankruptcy, insolvency, readjustment of debt or similar law or statute, or an answer admitting the material allegations of a petition filed against him in any bankruptcy, insolvency, readjustment of debt or similar proceedings; or takes any action for the purpose of effecting any of the foregoing; or an order, judgment or decree shall be entered, with or without the application, approval or consent of such Partner, by any court of competent jurisdiction, approving a petition for or appointing a receiver or trustee of all or a substantial part of the assets of such Partner, and such order, judgment or decree shall continue unstayed and in effect for thirty days.

16. Dissolution and Liquidation

The Partnership shall terminate upon the occurrence of any of the following: the disposition of all or substantially all of the assets of the Partnership other than cash and marketable securities; the occurrence of a disabling event to the General Partner heretofore referred to; the decision of the General Partner with the consent of the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder; or any other event which pursuant to this Agreement, as the same may hereafter be amended, shall cause a termination of the Partnership.

The liquidation of the Partnership shall be conducted and supervised by the General Partner or if there be none then by a person designated for such purposes by the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder (the "Liquidating Agent").
The Liquidating Agent shall have all of the rights and powers with respect to the assets and liabilities of the Partnership in connection with the dissolution and liquidation of the Partnership which the General Partner has with respect to the assets and liabilities of the Partnership during the term of the Partnership. The Liquidating Agent hereby is authorized and empowered to execute any and all documents and to take any and all actions necessary or desirable to effectuate the dissolution and liquidation of the Partnership in accordance with this Agreement.

Promptly after the termination of the Partnership, the Liquidating Agent shall cause to be prepared and furnished to the Partners a statement setting forth the assets and liabilities of the Partnership as of the date of termination. The Liquidating Agent, to the extent practicable, shall liquidate the assets of the Partnership as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice.

The proceeds of sale and all other assets of the Partnership shall be applied and distributed in the following order of priority: (a) to the payment of the expenses of liquidation and the debts and liabilities of the Partnership, other than any debts and liabilities for which neither the Partnership nor the General Partner is personally liable and other than debts and liabilities to Partners; (b) to the payment of debts and liabilities to Partners; (c) to the setting up of any reserves which the Liquidating Agent may deem necessary or desirable for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of, or in connection with, the Partnership, which reserves shall be paid over to an attorney-at-law admitted to practice in the State of New York as escrowee, to be held for a period of two years for the purpose of payment of the aforesaid liabilities and obligations, at the expiration of which period the balance of such reserves shall be distributed as hereinafter provided; (d) to the Partners in proportion to their respective capital accounts until each Partner has received cash distributions equal to any positive balance in his capital account, in accordance with the rules and requirements of Trea. Reg. Section 1.704-1(b)(2)(ii)(b); and (e) to the Limited Partners and the General Partner in proportion to the Partners’ Percentage Interests.

If any Partner has a deficit balance in his capital account following the liquidation of his interest in the Partnership, as determined after taking into account all capital account adjustments for the Partnership tax year during which such liquidation occurs, such Partner shall restore the amount of such deficit balance to the Partnership by the end of such taxable year (or, if later, within ninety days after the date of such liquidation), which amount shall, upon liquidation of the Partnership, be paid to the creditors of the Partnership or distributed to the other Partners in accordance with their positive capital account balances and the rules and requirements of Trea. Reg. Section 1.704-1(b)(2)(ii)(b).

The liquidation shall be complete within the period required by Trea. Reg. Section 1.704-1(b)(2)(ii)(b).

If the Liquidating Agent shall determine that it is not practicable to liquidate all of the assets of the Partnership, the Liquidating Agent may retain assets having a fair market value equal to the amount by which the net proceeds of liquidated assets are insufficient to satisfy the debts and liabilities of the Partnership in connection with the dissolution and liquidation of the Partnership.
liabilities referred to above. If, in the absolute judgment of the Liquidating Agent, it is not feasible
to distribute to each Partner his proportionate share of each asset, the Liquidating Agent may allocate
and distribute specific assets to one or more Partner in such manner as the Liquidating Agent shall
determine to be fair and equitable, taking into consideration the basis for tax purposes of each asset.

Except as otherwise provided in this Agreement, neither the General Partner nor the
Limited Partners shall be obligated to reimburse the Partnership or any Partner by reason of any
Partner having a negative capital account, whether prior to or after a distribution made pursuant to
this Agreement, unless the same arose due to an erroneous distribution.

Upon compliance with the distribution plan, the Limited Partners shall cease to be
such, and the General Partner shall execute, acknowledge and cause to be filed such certificates and
other instruments as may be necessary or appropriate to evidence the dissolution and termination of
the Partnership.

17. Compensation of General Partner; Expenses

As compensation to the General Partner for managing the day-to-day operations of the
Partnership and each of its investments, supervising projects in which the Partnership has invested,
monitoring the performance of each investment, inspecting Assets with respect to each investment,
determining and executing exit strategies with respect to the Partnership’s investments, overseeing the
Partnership’s accounting, preparing property reports, calculating the amount of distributions payable
to Partners and addressing any other issues arising with respect to the Partnership’s investments, the
General Partner shall receive annual compensation, payable on the date hereof and on each January 1
hereafter, equal to two percent (2.%) of the aggregate capital commitments of the Partnership (the
“Asset Management Compensation”); provided, however, for the year ending December 31, 2010 the
Asset Management Compensation shall be pro rated based on the number of days from the date of
this Agreement to and including December 31, 2010. Any capital commitments made on a date
other than the date hereof or January 1 shall be subject to the payment of the Asset Management
Compensation pro rated based on the number of days remaining in the calendar year such Capital
Contribution is made. The Asset Management Compensation shall only be paid to the extent that the
Partnership has available cash, and any Asset Management Compensation not paid when due shall
accrue and be paid at such time that the Partnership has available cash to make payment.

The General Partner is responsible for identifying and originating proposals for
investments by the Partnership, identifying and dealing with issues arising with respect to potential
investments, supervising third party professional with respect to new investments and all other
underwriting and transactional issues involved with each new investment by the Partnership.

The Partnership shall pay property and asset management and leasing
fees to one or more third party servicers as determined by the General Partner from time to time.

18. Representations of Partners
Each of the Partners represents, warrants and agrees that the Partner is acquiring the interest in the Partnership for the Partner's own account for investment purposes only and not with a view to the sale or distribution thereof; the Partner, if an individual, is over the age of 21; if the Partner is an organization, such organization is duly organized, validly existing and in good standing under the laws of its state of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Partner does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Partner, or of any agreement or instrument to which the Partner is a party; and the Partner shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any state or other governmental authorities, as the same may be amended.

19. Indemnification

The General Partner, its officers, employees, agents, partners and other Affiliates, and any other Person who serves at the request of the General Partner on behalf of the Partnership as an officer, director, partner, employee, member, or agent of any other entity (in each case, an "Indemnitee") will not be liable to the Partnership or to the Limited Partners for any act performed or omission made by it (if the Indemnitee determined in good faith that such action or omission was in the best interests of the Partnership) in the absence of its own fraud, willful misconduct or gross negligence.

The Partnership will indemnify each Indemnitee for any loss, damage or expense incurred by such Indemnitee (including reasonable attorney's fees and expenses) on behalf of the Partnership or in furtherance of the interests of the Members or otherwise, arising out of or in connection with the Partnership, except for losses arising from such Indemnitee's own fraud, willful misconduct or gross negligence. During the pendency of any litigation or other proceeding for which an Indemnitee has claimed rights of indemnification hereunder, the Partnership shall advance to such Indemnitee all reasonable attorneys' fees and expenses incurred by such Indemnitee in connection therewith, which advances shall be credited towards the indemnification payments otherwise owing to such Indemnitee if it is determined by a court of competent jurisdiction that such Indemnitee was entitled to indemnification hereunder and which shall be returned to the Partnership by such Indemnitee, on demand, if it is determined by a court of competent jurisdiction that such Indemnitee was not entitled to indemnification hereunder.

20. Notices
All notices, demands, requests or other communications which any of the parties to this Agreement may desire or be required to give hereunder shall be in writing and shall be deemed to have been properly given if sent by Federal Express courier or by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows: (a) if to the Partnership, to the Partnership c/o the General Partner at its address first above written or to such other address or addresses as may be designated by the Partnership or the General Partner by notice to the Partners pursuant to this Article 18; (b) if to the General Partner, to the General Partner at its address first above written or to such other address or addresses as may be designated by the General Partner by notice to the Partnership and the Partners pursuant to this Article 18; and (c) if to any Limited Partner, to the address of said Limited Partner first above written, or to such other address as may be designated by said Limited Partner by notice to the Partnership and the General Partner pursuant to this Article 18.

21. Consents

Any consents or approvals of the Limited Partners required or permitted under this Agreement shall be deemed to have been given if given by the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder.

The Limited Partners shall not unreasonably withhold or delay any consent or approval requested by the General Partner. Failure by a Limited Partner to disapprove any action for which the General Partner has requested such Limited Partner's consent, within fifteen days after the request, shall be deemed the approval and consent of such Limited Partner to the proposed action.

22. Power of Attorney

Each Partner agrees to execute, acknowledge, swear to, deliver, file, record and publish such further certificates, instruments and documents, and do all such other acts and things as may be required by law, or as may, in the opinion of the General Partner, be necessary or desirable to carry out the intents and purposes of this Agreement.

Each Limited Partner, whether a signatory hereto or a subsequently admitted Limited Partner, hereby irrevocably constitutes and appoints the General Partner (including any successor General Partner) the true and lawful attorney-in-fact of such Limited Partner, and empower and authorize such attorney-in-fact, in the name, place and stead of each Limited Partner, to execute, acknowledge, swear to and file a certificate of limited partnership for the Partnership and any amendments thereto, and any other certificates, instruments and documents which may be required to be executed or filed under laws of any state or of the United States, or which the General Partner shall deem advisable to execute or file, including without limitation all instruments which may be required to effectuate the formation, termination, distribution or liquidation of the Partnership. The
Limited Partners hereby ratify and confirm all actions which may be taken by said attorney-in-fact pursuant to this Article 20 not in contravention of this Agreement.

It is expressly acknowledged by each Limited Partner that the foregoing power of attorney is coupled with an interest and shall survive any assignment by such Limited Partner of such Limited Partner interest in the Partnership; provided, however, that if such Limited Partner shall assign all of his interest in the Partnership and the assignee shall become a substituted Limited Partner in accordance with this Agreement, then such power of attorney shall survive such assignment only for the purpose of enabling the General Partner to execute, acknowledge, swear to and file all instruments necessary or appropriate to effectuate such substitution.

A power of attorney similar to the foregoing shall be one of the instruments which the General Partner may require a substituted Limited Partner to execute and acknowledge; however, the power of attorney in this Agreement shall be binding upon any substituted Limited Partner even in the absence of such separate power of attorney.

Upon the admission of a successor General Partner, each Partner at the request of the General Partner shall execute and acknowledge a new power of attorney as provided above expressly in favor of such successor General Partner; however, the power of attorney provided above shall inure to the benefit of each successor General Partner even in the absence of such new confirmatory power of attorney.

23. Amendments

This Agreement may not be altered, amended, changed, waived or modified in any respect or particular unless the same shall be in writing signed by the General Partner and by the Limited Partners holding a majority in interest of the Limited Partners' interests hereunder. No amendment may be made to Articles 6, 8, 13 and 16 hereof, insofar as said Articles apply to the financial interests of the Partners, except by the vote or consent of the General Partner and all of the Limited Partners.

24. Miscellaneous

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of New York. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require. References to a person or
persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates and other types of entities. The General Partner and the Limited Partners collectively are referred to herein as the Partners. Any one of the Partners is referred to herein as a Partner. References to the Internal Revenue Code shall mean the Internal Revenue Code of 1986, as amended, and any successor or superseding federal revenue statute.

This Agreement, and any amendments hereto may be executed in counterparts all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof.

Subject to the limitations on transferability contained herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

BRIDGEPATER ASSET MANAGEMENT, LLC

ATTEST:

By ______________________

Rakesh Bhargava, Manager

By ______________________

Secretary
In the presence of:

LIMITED PARTNER #1

_______________________________

Individual or Joint Account

____________________

LIMITED PARTNER #2

ATTEST:

By ______________________

President

By __________________

Secretary

LIMITED PARTNER #3

By ______________________

Member

____________________
Acknowledgment for Bridgewater Asset Management, LLC:

STATE OF NEW YORK, COUNTY OF NASSAU, ss.

On the       day of ____________, 2010, before me, the undersigned notary public, personally appeared Rakesh Bhargava, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_______________________________
Notary Public
My commission expires on

Acknowledgment for Limited Partner #1:

STATE OF NEW YORK, COUNTY OF NASSAU, ss.

On the       day of ____________, 2010, before me, the undersigned notary public, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_______________________________
Notary Public
My commission expires on
Acknowledgment for Limited Partner #2:

STATE OF NEW YORK, COUNTY OF NASSAU, ss.

On the day of ____________, 2010, before me, the undersigned notary public, personally appeared __________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________
Notary Public
My commission expires on

Acknowledgment for Limited Partner #3:

STATE OF NEW YORK, COUNTY OF NASSAU, ss.

On the day of ____________, 2010, before me, the undersigned notary public, personally appeared __________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________
Notary Public
My commission expires on