

**LIMITED PARTNERSHIP AGREEMENT**  
**of**  
**FLOWPOINT CAPITAL PARTNERS LP**

**THIS LIMITED PARTNERSHIP AGREEMENT OF FLOWPOINT CAPITAL PARTNERS LP** (the “Partnership”), dated as of April 24, 2014 by and between FCPM GP, LLC, a Delaware limited liability company, as the general partner (the “General Partner”) and the limited partners listed on the signature page hereto (the “Limited Partners”);

**WITNESSETH:**

**WHEREAS**, the parties hereto desire to form a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, Delaware Code Annotated Title 6, §17-101 et seq. (the “Uniform Act”) for the purposes stated herein.

**NOW THEREFORE**, the parties hereto hereby agree as follows:

1. Formation; Name; and Purpose.

(a) The General Partner and the Limited Partners (collectively, the “Partners” and each a “Partner”) have formed the Partnership under the Uniform Act on April 24, 2014.

(b) The name of the Partnership is “FlowPoint Capital Partners LP”.

(c) The purpose of the Partnership is to engage in any lawful act or activity and to exercise any powers permitted to limited partnerships organized under the laws of the State of Delaware and to engage in any and all activities necessary or incidental to the foregoing.

2. Management.

(a) The General Partner shall have the exclusive right, subject to the provisions of this Agreement, to manage the business of the Partnership. The General Partner shall have the right to perform all actions necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and shall possess and may enjoy and exercise all the rights and powers of a general partner as provided in the Uniform Act.

(b) The General Partner is specifically authorized to execute, deliver, acknowledge, attest, seal, file, register and record in the name and on behalf of the Partnership any and all agreements, certificates, instruments or other documents necessary, convenient or incidental to the accomplishment of the purposes of the Partnership.

(c) None of the Limited Partners (except to the extent that a Limited Partner becomes a general partner of the Partnership) shall participate in or have any control over the Partnership’s business, except as required by law. The Limited Partners hereby consent to the

exercise by the General Partner of the powers conferred on it by this Agreement. None of the Limited Partners (except to the extent that a Limited Partner becomes a general partner of the Partnership) shall have any authority or right to act for or bind the Partnership.

3. Concerning the General Partner.

(a) The fact that the General Partner may have or may acquire an interest in any entity, business or property of any kind in which the Partnership may have or acquire an interest, whether or not any such interest might be of a conflicting nature, shall not bar or disqualify the General Partner from acting as such or otherwise limit or affect in any manner or to any extent the powers and authority that the General Partner would otherwise have hereunder. The General Partner shall devote to the affairs of the Partnership such time as the General Partner in its sole and absolute discretion deems necessary for the proper performance of its duties. The General Partner may receive such reasonable remuneration, as the General Partner may determine for such services rendered to the Partnership, plus reimbursement by the Partnership for reasonable out-of-pocket expenses incurred by the General Partner on behalf of the Partnership in connection with the performance of its business and affairs.

(b) None of the General Partner, the Limited Partners, their respective affiliates and members and any of their respective principals, shareholders, members, partners, officers and employees, or the legal representatives of any of them (collectively, the "Indemnified Parties") shall be liable, responsible or accountable in damages or otherwise to the Partnership for, and the Partnership shall indemnify the Indemnified Parties against and save the Indemnified Parties harmless from any expenses, loss or damage incurred by the Indemnified Parties by reason of (i) any acts or omissions, alleged acts or omissions or trade errors arising out of or in connection with the Partnership or any entity in which it has an interest, any investment or proposed investment made or held, or to be made or held by the Partnership or any similar matter, including, without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding, investigation or claim, provided that such acts, omissions, alleged acts or omissions or trade error upon which such actual or threatened action, proceeding, investigation or claim did not constitute fraud, willful misconduct or gross negligence by any Indemnified Party, (ii) any acts or omissions, or alleged acts or omissions, of any broker or agent of any Indemnified Party, provided that the selection, engagement or retention of such broker or agent was made with reasonable care, or (iii) the Indemnified Parties' performance or omission to perform any acts on advice of the accountants or legal counsel for the Partnership. Any indemnity under this Section 3(b) shall be provided out of and to the extent of Partnership assets only.

(c) Any Partner may engage independently or with other persons in other business ventures of every nature or description and neither the Partnership nor any other Partner shall have any rights in and to such independent ventures or the income or profits derived therefrom.

4. Principal Place of Business. The location of the principal place of business of the Partnership shall be 300 Brickstone Square, Andover, MA 01810. The General Partner

may change the location of the principal place of business from time to time and shall provide notice thereof to the Limited Partners. The General Partner may establish other offices of the Partnership from time to time in such locations as the General Partner deems necessary or desirable.

5. Names and Addresses of Partners.

(a) The name and place of business of the General Partner of the Partnership are as follows:

<u>Name</u>	<u>Address</u>
FCPM GP, LLC	300 Brickstone Square, Andover, MA 01810

(b) The name and address of each of the initial Limited Partners of the Partnership are set forth in Annex A.

6. Certificate. The General Partner shall cause to be filed a Certificate of Limited Partnership of the Partnership (the "Certificate") in such form as may be appropriate to reflect the provisions hereof in the office of the Secretary of State of the State of Delaware.

7. Capital Contribution.

(a) No Partner shall have any obligation to make any capital contribution. Capital contributions shall only be made to the Partnership with the consent of the General Partner.

(b) No creditor shall have any right to require capital contributions to be made by any Partner. No Partner shall have any obligation to restore a negative capital account.

(c) In the event a Partner makes a capital contribution, any previously unreturned capital contribution of a Limited Partner shall be returned to such Limited Partner upon the termination of the Partnership or upon the Limited Partner's withdrawal, but any such unreturned capital contribution may be returned to the Limited Partner prior to the termination of the Partnership or the Limited Partner's withdrawal at the discretion of the General Partner.

8. Allocations and Distributions. All profits, losses, credits, cash flow and other distributions of the Partnership shall be allocated among the Partners in proportion to their "Percentage Interest" in Partnership. The "Percentage Interest" of the Partners shall be set forth in Annex A. All distributions shall be made at such times as the General Partner deems appropriate.

9. Substitute Limited Partners. The Limited Partner shall not have the right to substitute any assignee as a substitute limited partner of the Partnership in its place unless the General Partner consents to said substitution in writing.

10. Additional Limited Partners. Additional limited partners of the Partnership may be admitted or existing Partners' percentage interests may be decreased or increased at the discretion of the General Partner.

11. Term; Dissolution; and Termination. The term of the Partnership shall begin on the date of the filing of the Certificate pursuant to Section 6, and the Partnership shall continue to exist from the date thereof until terminated by consent of the General Partner and all Limited Partners. Upon the dissolution or retirement of a general partner, the Partnership shall not be dissolved unless (i) the then remaining general partners of the Partnership, if any, elect to dissolve the Partnership, or (ii), in the event there is no remaining general partner of the Partnership, the then current limited partners holding a majority of the limited partnership interests of the Partnership fail, within 90 days of such event, to (1) elect to continue the Partnership and (2) appoint, effective as of the date of such event, one or more additional general partners of the Partnership. Upon any termination or dissolution of the Partnership, the assets of the Partnership shall, after satisfaction of all Partnership debts or due provision therefor, be divided among the Partners according to their percentage interests in the Partnership.

12. Partition. None of the Limited Partners shall have a right to demand or receive property other than cash in return for its contributions. Each of the Limited Partners hereby waive any and all rights they may have to cause a dissolution of the Partnership or to partition Partnership property.

13. Registered Agent and Office. The registered agent for service of process shall be Corporation Service Company, 2711 Centerville Rd Suite 400, Wilmington, Delaware 19808, New Castle County. The registered office shall be 2711 Centerville Rd Suite 400, Wilmington, Delaware 19808, New Castle County.

14. Amendments. This Agreement may be amended by the General Partner with the consent of the then current limited partners holding a majority of the limited partnership interests in the Partnership.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof.

16. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal substantive laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**GENERAL PARTNER**

FCPM GP, LLC,  
as General Partner

By: \_\_\_\_\_  
Name: Charles Trafton  
Title: Member

**LIMITED PARTNERS**

\_\_\_\_\_  
Peter DeCaprio, on behalf of Crow Point Partners, LLC Limited Partner

\_\_\_\_\_  
Michael Caponiti, Limited Partner

Annex A

Percentage Interest of the Partners

<u>Name and Address of Partners</u>	<u>Percentage Interest</u>
Charles Trafton	94.10%
Crow Point Partners, LLC	4.90%
Michael Caponiti	1.00%

Acknowledged by each of the undersigned Partners:

FCPM GP, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Charles Trafton  
Title: Managing Partner

\_\_\_\_\_  
Name: Peter DeCaprio

Date: \_\_\_\_\_

Title: Managing Member, Crow Point Partners, LLC

\_\_\_\_\_  
Name: Michael Caponiti

Date: \_\_\_\_\_

Title: Limited Partner