

Proprietary and Confidential

- (15) Except to the extent not permitted by the Delaware Act, limit or eliminate such Defaulting Partner's ability to vote, consent or withhold consent with respect to any Partnership matter;
 - (16) Except to the extent not permitted by the Delaware Act, elect to terminate the interest of such Defaulting Partner, whereupon such Defaulting Partner shall cease to be a Limited Partner, and shall have no further interest in the Partnership, including any right to receive distributions of cash or property, or to vote on any matter (if the General Partner elects to exercise its rights under this clause (a), the interest of such Defaulting Partner shall be reallocated among all non-Defaulting Partners, *pro rata* based on their respective Subscriptions); and
 - (17) To the extent that such Defaulting Partner's Interests are treated on a look-through basis by the Underlying Fund, such Defaulting Partner may also be subject to the remedies prescribed by the Underlying Fund.
- (b) In addition to and notwithstanding anything to the contrary in this Agreement, the General Partner (or its assigns) may, in its sole discretion, exercise any remedy in respect of the Defaulting Partner and/or the interest of the Defaulting Partner that could have been exercised by the General Partner if the provisions of the limited partnership agreement of the Underlying Fund were contained herein in their entirety, *mutatis mutandis*. In addition, in the event that a Limited Partner's default results in or contributes to a default by the Partnership under the limited partnership agreement of the Underlying Fund, the General Partner may take any such actions in accordance with 6.3.3. To the maximum extent permitted by law, the remedies set forth above shall be cumulative, and the use by the General Partner of one or more of them against a Defaulting Partner shall not preclude the use of any other such remedy. Each Limited Partner agrees to pay on demand all costs and expenses (including reasonable attorneys' fees) incurred by or on behalf of the Partnership in connection with the enforcement of this Agreement against such Limited Partner as a result of a default by such Limited Partner.
- (c) Upon an event of default by a Partner, if the General Partner elects to exercise its powers, duties or discretions with respect to such Partner under this 6.3.2, any income, profit or gain that otherwise would have been allocated to the Capital Account of such Defaulting Partner may be allocated to the Capital Accounts of all the other Partners (other than any other Defaulting Partner) *pro rata* in accordance with their respective Percentage Interests (calculated without giving effect to the Percentage Interest of any Defaulting Partner).
- (a) The application of the penalty provisions in this 6.3.2 shall not relieve any Defaulting Partner of its obligation to make all payments of its capital contributions when due. No course of dealing between the General Partner and any Defaulting Partner and no delay in exercising any right, power or remedy conferred in this 6.3.2 or existing at law or in equity or by statute or otherwise will operate as a waiver or otherwise prejudice any such right, power or remedy.