

*Proprietary and Confidential*

- (5) Cause the compulsory Transfer without compensation of up to one hundred percent (100%) of the Defaulting Partner's Interest and its unpaid Subscription to any third party on such terms and conditions as the Investment Manager and/or General Partner deem appropriate;
- (6) Cause the Defaulting Partner not to share in any income or gain realized by the Partnership while continuing to be responsible for its Percentage Interest of losses and Partnership Expenses;
- (7) Reduce the unpaid Subscription of the Defaulting Partner to zero or such other amount as the General Partner may determine in its sole discretion;
- (8) Force the Defaulting Partner to sell its interest in the Partnership, with the full assumption by the buyer of the Defaulting Partner's Subscription, including any portion then due and unpaid;
- (9) Accept a late contribution from the Defaulting Partner, with interest (unless such interest is otherwise waived by the General Partner), in satisfaction of its then outstanding obligation to contribute hereunder, *provided that* such Limited Partner shall remain a Defaulting Partner until the next full calendar quarter following such contribution and applicable interest;
- (10) Cause the entire unpaid Subscription of the Defaulting Partner and any amounts required to be contributed to the Partnership by such Defaulting Partner related to reimbursement of Partnership Expenses or any current or future Management Fees to be assessed to such Limited Partner to become immediately due and payable;
- (11) Cause any distributions which would otherwise be made to the Defaulting Partner to be applied against any amounts due and payable from the Defaulting Partner;
- (12) Accept from a Defaulting Partner an abandonment of such Defaulting Partner's interest in the Partnership, including without limitation, such Partner's Contribution, Capital Account and Subscription;
- (13) Withhold any distributions that otherwise would be made to a Defaulting Partner until such time as the Partnership makes its final liquidating distribution, or until such earlier time as the General Partner may determine. Any distributions so withheld, or the proceeds thereof, may be used by the Partnership for any purpose;
- (14) Pursue and enforce all of the Partnership's other rights and remedies against the Defaulting Partner under this Agreement, the relevant subscription agreement and Delaware law, including but not limited to the commencement of a lawsuit to collect the unpaid capital contribution, interest and costs, and reimbursement (with interest at the Default Rate) of any other damages suffered by the Partnership;