

	<p>or greater than the Commitment of the Limited Partner to which such Side Letter was provided. Such election, however, will only be made after the Final Admission Date.</p>
Indemnification	<p>None of the General Partner, the Manager, the Second GP, their respective affiliates, the Fund Advisory Committee members or the directors, officers, partners, members, employees or agents of any of them (each a "Covered Person") will be liable to the Fund or the Limited Partners for any good faith act or omission relating to the Fund, except for (i) any such act or omission constituting an uncured material violation of the Fund Partnership Agreement, conviction of a felony, willful violation of law, bad faith, gross negligence, fraud, willful misconduct or reckless disregard of duties by such Covered Person, or (ii) any claim or proceeding commenced by a Limited Partner against the Manager for any misrepresentation in the Fund's marketing information (including information, advice, materials, documents and this Memorandum communicated by the Manager or a person on behalf of, and as approved by, the Manager, where such misrepresentation has had a direct material adverse impact on such Limited Partner, in each case as determined by a court of competent jurisdiction.</p> <p>The Fund will indemnify each Covered Person against all claims, damages, liabilities, costs and expenses, including legal fees, to which such Covered Person may be or become subject by reason of their activities on behalf of the Fund, or otherwise relating to the Fund Partnership Agreement, except to the extent that such claims, damages, liabilities, costs or expenses are determined by a court of competent jurisdiction to have resulted from such person's own uncured material violation of the Fund Partnership Agreement, conviction of a felony, willful violation of law, bad faith, gross negligence, fraud, willful misconduct or reckless disregard of duties.</p>
For Cause Removal of the General Partner	<p>The General Partner may be removed by a majority in interest of the Limited Partners where it has been finally determined by a court of competent jurisdiction that the General Partner, the Manager or the Second GP has engaged in certain removal conduct. The Manager and Second GP will automatically be removed upon the removal of the General Partner.</p>
No Fault Removal of the General Partner	<p>The General Partner may be removed at any time following the second anniversary of the Final Admission Date, with the written consent of 66% in interest of the Limited Partners. The Manager and Second GP will automatically be removed upon the removal of the General Partner.</p> <p>The General Partner will, on the date of its removal, receive an amount equal to the General Partner's Share received by the General Partner in the eight calendar quarters immediately preceding the General Partner's removal.</p>
Amendments to Fund Partnership Agreement	<p>Subject to certain exceptions as more fully described in the Fund Partnership Agreement, the Fund Partnership Agreement (including the Fund's investment strategy or investment policy) may generally only be amended with the written consent of a majority in interest of the Limited Partners and the General Partner, <i>provided</i> that where such amendment would materially and adversely affect a Limited Partner in a way which discriminates against such Limited Partner vis-à-vis the other Limited Partners or increase the Commitment of a Limited Partner, the consent of the affected Limited Partner will also be required. The General Partner will notify the Limited Partners within a reasonable period of time following any material amendments.</p>
Default	<p>A Limited Partner that defaults in respect of its obligation to make Advances or other contributions to the Fund will be subject to customary default provisions, including forfeiture of a substantial portion of its Interest, and payment of interest on the defaulted amount at a rate equal to the higher of (i) three-month USD LIBOR plus 2%, and (ii) 8%.</p>
Term	<p>The term of the Fund will be 7 years from the Final Admission Date, subject to the term being</p>