

Investment, any Distributable Cash attributable to the portion of such Portfolio Investment held for the account of the Special Limited Partner shall be apportioned to and distributed to the Special Limited Partner.

(iii) All costs and expenses incurred in connection with actions taken by or with respect to a Limited Partner under this Section 3.4 shall be paid by such Limited Partner.

(d) Documentation, Adjustments, etc. Subject to the requirements of Section 10.1, the details and documentation relating to any transaction or transactions effected pursuant to this Section 3.4 shall be as determined by the General Partner in its sole discretion and shall not require the consent of or consultation with the Advisory Committee or of any of the Limited Partners. Upon the closing of any transaction or transactions effected pursuant to this Section 3.4, the General Partner (i) may admit each purchaser that is not already a Partner immediately prior to the time of such purchase to the Fund as a Substitute Partner on such terms and upon the delivery of such documents as the General Partner shall determine to be appropriate and (ii) shall make such adjustments to the Partner Accounts, Commitments, Sharing Percentages, Remaining Commitments, Capital Contributions and Loans of such ERISA Partner or Public Plan Partner and of all Partners that have purchased interests pursuant to this Section 3.4 as the Manager shall determine to be appropriate to give effect to and reflect such transactions and the General Partner shall make all other adjustments as may be necessary or appropriate to give effect to the intent of this Section 3.4. In the event that, for any Limited Partner, the applicable portion of its Interest is 100%, then, upon the making of such special distribution to such Limited Partner, such Limited Partner shall have no further right to receive distributions from the Fund and shall cease to be a Limited Partner of the Fund. The General Partner may, without the consent of any Person, including any other Partner, revise the Register as may be necessary or appropriate to reflect the changes in Partners and Commitments made pursuant to this Section 3.4. The General Partner shall have full authority, without the consent of any other Person, including any other Partner, to amend this Agreement (including the allocation and distribution provisions) as may be necessary or appropriate to facilitate the withdrawal of any Limited Partner pursuant to this Section 3.4 and to interpret in good faith any provision of this Agreement, whether or not so amended, to give effect to the intent of the provisions of this Section 3.4.

3.5 Limited Partners Subject to the Bank Holding Company Act. Notwithstanding any other provision of this Agreement, all BHC Partners shall be subject to the limitations on voting set forth in this Section 3.5. If at any time a BHC Partner holds an Interest that would otherwise represent 5% or more of the total voting Interests, such BHC Partner may not vote any portion of its Interest representing in excess of 4.99% of the Interests entitled to vote. Whenever the vote, consent or decision of a Limited Partner is required or permitted pursuant to this Agreement, a BHC Partner shall