

ERISA arose because of the General Partner's failure to comply with Section 4.3, each ERISA Partner will cooperate in the commercially reasonable efforts of the General Partner) to dispose of such portion of such Limited Partner's interest in the Fund that the General Partner determines in its sole discretion is sufficient to prevent the Fund's assets from being deemed to be "plan assets" subject to ERISA or to prevent investment in the Fund by such Public Plan Partner from being considered illegal, as the case may be, to a third Person or, if applicable, a Non-Plan Party at a price reasonably acceptable to such Limited Partner in a transaction that complies with Section 10.1. If the General Partner makes a request pursuant to the preceding sentence, the General Partner shall elect that all ERISA Partners and affected Public Plan Partners take such action in proportion to their Commitments. If any such Limited Partner has not disposed of such portion of its interest in the Fund within 30 days of the General Partner having notified such Limited Partner of the General Partner's determination described in the first sentence of this Section 3.4(b), then, notwithstanding anything to the contrary herein, the General Partner shall have the right, but not the obligation, upon five Business Days' prior written notice, to do any or all of the following to reduce or alleviate any restrictions, prohibitions or other material complications resulting from the Fund's assets being deemed "plan assets" subject to ERISA or to prevent such investment in the Fund by such Public Plan Partner from being considered illegal:

(A) prohibit such Limited Partner from advancing a Loan with respect to any and all future Portfolio Investments and reduce its Remaining Commitment to any amount greater than or equal to zero;

(B) offer to each Non-Defaulting Partner other than ERISA Partners or Public Plan Partners, as the case may be, the opportunity to purchase such portion of such Limited Partner's Interest at the Value thereof, including all or such amount of such Limited Partner's Remaining Commitment (calculated prior to giving effect to clause (A) above of this Section 3.4(b)), which amount shall be determined by the General Partner, *provided* that, without the consent of the General Partner, no Limited Partner shall be entitled to purchase a percentage of such portion that would result (x) in such Limited Partner's Commitment (or the excess of its Commitment over its Remaining Commitment) being equal to or greater than 10% of the aggregate Commitments of all Partners (or the excess of the aggregate Commitments of all the Partners over the aggregate Remaining Commitments of all the Partners), or (y) in such Limited Partner's Loan in respect of any Portfolio Investment being greater than the largest amount (rounded to the nearest one hundred dollars) that, in the judgment of the General Partner, such Limited Partner could contribute, advance or invest without having a Material Adverse Effect;

(C) offer to any third Person or a Non-Plan Party, if applicable, the opportunity to purchase, or purchase itself, at the Value thereof, such amount of