

on demand all costs and expenses (including attorneys' fees and any borrowing costs) incurred by or on behalf of the Fund in connection with the enforcement of this Agreement against such Partner sustained as a result of such Default and that any such payment shall not constitute a Loan.

(f) Consents. Whenever the vote, consent or decision of a Limited Partner is required or permitted pursuant to this Agreement or under the Act, a Defaulting Partner shall not be entitled to participate in such vote or consent, or to make such decision, and such vote, consent or decision shall be tabulated or made as if such Defaulting Partner were not a Partner.

(g) Acknowledgement. Each Limited Partner hereby acknowledges that it has been admitted to the Fund in reliance upon its agreements under this Section 5.7 (as well as the other provisions of this Agreement), that the General Partner and the Fund may have no adequate remedy at law for a breach of this Agreement and that damages resulting from such breach may be impossible to ascertain as of the date of the Closing at which such Limited Partner is admitted to the Fund or as of the date of such breach.

5.8 Suspension and Early Termination of Investment Period.

(a) Key Person Suspension and Termination.

(i) If (A) either Principal, or (B) three Key Persons, cease to devote such business time and effort as is reasonably necessary to the investment and other activities of the Fund or otherwise as is required by Section 2.3(c) for any reason other than the inability of such Principal or Key Person, due to mental or physical impairment, to perform the services contemplated by this Agreement for a period not exceeding 60 consecutive days (or not exceeding any 90 days within any period of 360 days) (a "Temporary Disability"), the Investment Period will be automatically suspended (a "Suspension Event") and the Fund will engage only in Runoff Activities. The General Partner shall promptly notify the Limited Partners in writing of the occurrence of a Suspension Event. Within 120 days of the occurrence of a Suspension Event, either (x) a Qualified Replacement for such Principal or other Key Person (as applicable) shall be appointed in accordance with Section 5.8(a)(ii) and the Investment Period shall be reinstated or (y) a Qualified Replacement for such Principal or other Key Person (as applicable) shall not have been appointed in accordance with Section 5.8(a)(ii), in which case the Investment Period shall remain suspended unless otherwise reinstated in accordance with Section 5.8(a)(iii).

(ii) Prior to or following a Suspension Event the General Partner, by written notice to each member of the Advisory Committee, may nominate a Qualified Replacement for such Principal or Key Person (as applicable) referred to in Section 5.8(a)(i). The General Partner will use commercially reasonable