

75% in Interest shall have 6 months in which to serve formal legal process in respect of the alleged Removal Conduct. If a court of competent jurisdiction makes a final determination based on the merits that such Key Person or the Manager has engaged in the alleged Removal Conduct, then the Manager shall be removed in accordance with Article VII, the Special Limited Partner shall only be entitled to the distributions as provided for in Section 7.6(f) and, in the case of Removal Conduct by a Key Person, the provisions of Section 5.8(a) shall apply.

(b) Ongoing Role of the General Partner and the Manager. From and after the date that the Investment Period ends as contemplated by this Section 5.8, each of the General Partner and the Manager shall continue to act on behalf of the Fund and perform the functions of the General Partner and the Manager (as applicable) and shall have all of the rights and privileges of the General Partner and the Manager (as applicable) hereunder.

ARTICLE VI

PARTNER ACCOUNTS; DISTRIBUTIONS; ALLOCATIONS; WITHHOLDING

6.1 Partner Accounts. There shall be established on the books and records of the Fund one or more accounts (each a "Partner Account") for each Partner as the General Partner determines necessary to determine and record each such Partner's share of the income, profits, gains and losses of the Fund. The General Partner may vary such Partner Accounts and may determine or vary the allocation of any item as it determines appropriate to reflect the intention of the Partners as stated in this Agreement, *provided* that no such variation shall adversely affect the amounts distributable to the Partners pursuant to Section 6.2.

6.2 Distributions Attributable to Portfolio Investments.

(a) Except as otherwise provided herein, Distributable Cash (other than *de minimis* amounts) attributable to any Portfolio Investment or Temporary Investment shall be distributed as soon as reasonably practicable, but in any event no later than 60 days, after receipt by the Fund. Distributable Cash attributable to (x) any Portfolio Investment shall be provisionally apportioned among the Partners in proportion to their Sharing Percentages with respect to such Portfolio Investment and (y) Temporary Investments shall be provisionally apportioned among the Partners in proportion to the Loans advanced in respect of the investment giving rise to such Distributable Cash, or if the General Partner so determines, in proportion to their Commitments. Except as otherwise provided herein, the amount apportioned to the General Partner, the Special Limited Partner and to any other Executive Fund Partner shall be distributed to the General Partner, the Special Limited Partner and each such other Executive Fund Partner, respectively, and the amount apportioned to each other Limited Partner shall first be