

Partners from the Fund shall automatically and without any further action be subject to such a reservation of rights.

#### 6.5 Distributions in Kind.

(a) General. The General Partner shall only make distributions in cash or Marketable Securities during the Term. Upon the dissolution and winding up of the Fund, the General Partner may distribute any Securities or other property as distributions in kind pursuant to Section 11.2(a). In the event that a distribution of Securities or other property is made, such Securities or property shall be deemed to have been sold at their Value and the proceeds of such sale shall be deemed to have been distributed in the form of Distributable Cash to the Partners pursuant to Section 6.2. Distributions of any Securities or other property shall be made in proportion to the aggregate amounts that would be distributed to each Partner pursuant to Section 6.2. The General Partner may cause certificates evidencing any Securities to be distributed to be imprinted with legends as to such restrictions on Transfer as it may determine are necessary or appropriate, including legends as to applicable U.S. federal or state or non-U.S. securities laws or other legal or contractual restrictions, and may require any Partner to which Securities are to be distributed, as a condition to such distribution, to agree in writing (i) that such Partner will not Transfer such Securities except in compliance with such restrictions and (ii) to such other matters as the General Partner may determine are necessary or appropriate.

(b) Legal, Regulatory or Contractual Restrictions Relating to Distributions in Kind. If any Partner would otherwise be distributed an amount of any Securities that would cause such Partner to own or control in excess of the amount of such Securities that it may lawfully own or control, would subject such Partner to any material regulatory filing or would raise material contractual or regulatory issues for such Partner, the General Partner may (i) cause the Fund, as agent for such Partner, to sell all or any portion of such Securities distributable to such Partner on behalf of such Partner or (ii) deposit such Securities in a trust established by the General Partner for the benefit and at the expense of such Partner (with voting control and other terms that are satisfactory to such Partner).

6.6 Negative Partner Accounts. Except as otherwise provided in Section 9.2 (and, solely with respect to the Special Limited Partner, Section 11.3), no Limited Partner shall be required to make up a negative balance in any Partner Account. Except as otherwise expressly provided in this Agreement or as required by law, the General Partner shall not be required to make up a negative balance in any Partner Account.

6.7 No Withdrawal of Capital or Repayment of Loans. Except as otherwise expressly provided in this Agreement, no Partner shall have the right to withdraw capital from the Fund or to receive any distribution of or return on such Partner's Capital Contributions or Loans.