

Temporary Investments distributed by the Fund been reduced by the amount of such obligation or liability, as equitably determined by the General Partner.

A Limited Partner's liability (other than the Special Limited Partner's liability in respect of distributions attributable to a Limited Partner and distributed to the Special Limited Partner under Sections 6.2(a)(iii) and (iv)) under the first sentence of this Section 9.2 is limited to an amount equal to 25% of all distributions received by such Partner from the Fund or any Alternative Investment Vehicle. In addition to the foregoing, no Partner shall be required to return distributions to the Fund after the 18-month anniversary of the last day of the Term, *provided* that if at the end of such period there are any Proceedings pending or Claims outstanding, the General Partner shall notify the Limited Partners in writing of the general nature of such Proceedings or Claims and an estimate of the amount of distributions that may be required to be returned pursuant to this Section 9.2 and the obligation of the Partners to return distributions pursuant to this Section 9.2 shall be extended with respect to each such Proceeding or Claim until the date such Proceedings or Claims are ultimately resolved and distributions are returned to the Fund in respect thereof pursuant to this Section 9.2. Any distributions returned pursuant to this Section 9.2 and equivalent provisions of the organisational documents of any Alternative Investment Vehicle, or any payments (other than Loans) made by the General Partner in respect of any Damages, shall not be treated as Loans, but shall be treated as returns of distributions and reductions in Distributable Cash, for all purposes of this Agreement other than for purposes of computing a Limited Partner's internal rate of return for purposes of this Agreement, which shall be computed based on actual funded Commitments, payments made pursuant to this Section 9.2 and distributions received. Nothing in this Section 9.2, express or implied, is intended or shall be construed to give any Person other than the Fund or the Partners any legal or equitable right, remedy or claim under or in respect of this Section 9.2 or any provision contained herein.

9.3 Other Sources of Recovery. The General Partner shall cause the Fund to use its commercially reasonable efforts to obtain the funds needed to satisfy its indemnification and/or repayment obligations under Section 9.1 from Persons other than the Partners (for example, out of Fund assets or pursuant to insurance policies or Portfolio Investment indemnification arrangements) before causing the Fund to make payments pursuant to Section 9.1 and before requiring the Partners to return distributions to the Fund pursuant to Section 9.2. Notwithstanding the foregoing, nothing in this Section 9.3 shall prohibit the General Partner from causing the Fund to make such payments or requiring the Partners to return such distributions if the General Partner determines in good faith that the Fund is not likely to obtain sufficient funds from such other sources in a timely fashion, or that attempting to obtain such funds would be futile or not in the best interests of the Fund (for example, nothing in this Section 9.3 shall require the General Partner to cause the Fund to sell any Portfolio Investment before such time as the General Partner shall determine is advisable).