

Section 5.05. *Assignment of Capital Contributions.* The General Partner is hereby specifically authorized to assign as security for indebtedness or other obligations of the Partnership (i) all or a portion of the aggregate unfunded Capital Commitments of the Limited Partners and (ii) all of the Partnership's and the General Partner's rights relating to the unfunded Capital Commitments, including without limitation, the right to deliver Drawdown Notices, to receive payment of Capital Contributions, to exercise all rights of the Partnership with respect to unfunded Capital Commitments and to enforce all remedies against Limited Partners that fail to fund their respective unfunded Capital Commitments pursuant to and in accordance with the terms of this Agreement; *provided* that the liability of the Limited Partners to make Capital Contributions shall not be increased thereby. Each Limited Partner hereby agrees to execute and deliver any documentation reasonably requested to facilitate any such assignment, including an agreement to be bound by such assignment.

Section 5.06. *Liability of Limited Partners.* Except as otherwise provided in this Agreement (or as provided by law), no Limited Partner (or former Limited Partner) shall be obligated to make any contribution of capital or other payment to the Partnership or have any liability for the debts and obligations of the Partnership.

ARTICLE 6

CAPITAL ACCOUNTS; ALLOCATION PROVISIONS; ELECTIONS; CERTAIN EXPENSES

Section 6.01. *Capital Accounts.* There shall be established in respect of each Partner a separate capital account in the books and records of the Partnership (each, a "**Capital Account**"), to which the following provisions shall apply:

(a) The Capital Account maintained in respect of each Partner shall be in an amount equal to the amount such Partner contributed pursuant to its Capital Commitment in cash or in kind (and will not include any placement fee) and (x) shall be increased to reflect (1) any additional Capital Contribution made in cash or in kind by such Partner pursuant to its Capital Commitment, (2) Net Profit of the Partnership allocated to the Partner as provided in Section 6.01(b) and (3) the amount of any credit to such Partner's Capital Account made, in the discretion of the General Partner, to allocate equitably expenses of the Partnership among the Partners, and (y) shall be decreased by (1) any distributions made in cash by the Partnership in respect of such Partner's Capital Account, (2) the Value of any property distributed in kind by the Partnership to such Partner (net of any liabilities assumed by the Partner or to which such property is subject), (3) any amount due in respect of any advance made by the Partnership to such Partner from time to time in accordance with the provisions of this Agreement and not repaid upon demand or treated by the General Partner as a distribution, (4) the amount of any debit to such Partner's Capital Account made in the discretion of the General Partner to allocate equitably expenses of the Partnership among the Partners, and (5) the Net Loss of the Partnership allocated to the Partner as provided in Section 6.01(b).

(b) At the end of each Fiscal Period, the Capital Account maintained in respect of each Partner shall be adjusted by crediting the Net Profit and debiting the Net Loss, as the case may be, of the Partnership for such Fiscal Period to such Partner's Capital Account in an amount