

Section 8.03. *Removal and Replacement of the General Partner.* By the Consent of a Majority in Interest of Limited Partners, the General Partner may be removed and replaced, without prejudice to any continuing rights of the General Partner under this Agreement, with or without cause, on not less than thirty (30) days' prior written notice, which notice shall specify a replacement general partner that has agreed to serve as the General Partner of the Partnership. The replacement general partner shall be admitted as a general partner of the Partnership immediately prior to the removal of the General Partner. The General Partner shall call a vote to remove the General Partner of the Partnership upon the request of Limited Partners representing an aggregate Percentage Interest of 50% or more (excluding any Capital Commitments of defaulting Limited Partners).

Section 8.04. *Power to Delegate to the Investment Manager; Removal of the Investment Manager.* (a) Subject to the provisions of Section 8.05, the General Partner shall have the power and authority to delegate some or all of its rights, powers and duties under this Agreement to the Investment Manager pursuant to an Investment Management Agreement. In addition, the General Partner shall have the power and authority to delegate some or all of its rights, powers and duties to an investment advisor.

(b) The General Partner shall, upon no less than thirty (30) days' prior written notice to the Investment Manager, remove the Investment Manager and terminate the Investment Management Agreement, if so directed by a Limited Partners representing an aggregate Percentage Interest of 66% or more. The General Partner shall call a vote to remove the Investment Manager of the Partnership upon the request of Limited Partners representing an aggregate Percentage Interest of 50% or more (excluding any Capital Commitments of defaulting Limited Partners).

(c) During any period, if any, when an Investment Manager is not engaged by the Partnership, and pending appointment of a new Investment Manager, the General Partner shall have the power and authority to make determinations and take actions that would otherwise be made or taken by the Investment Manager under this Agreement; *provided* that, the General Partner shall ensure that a replacement investment manager is appointed as promptly as practicable following any removal or termination of the Investment Manager.

Section 8.05. *Powers Retained by the General Partner.* Notwithstanding any delegation effected pursuant to Section 8.04, the General Partner shall retain the power and authority to:

- (i) monitor the performance by the Investment Manager of its administrative, investment advisory, managerial and other delegated responsibilities pursuant to the Investment Management Agreement;
- (ii) on not less than 30 days' prior written notice to the Investment Manager, remove the Investment Manager in accordance with Section 8.04(b) and/or the Investment Management Agreement;
- (iii) remove the Investment Manager in its sole discretion; and