

*Proprietary and Confidential*

Limited Partner to make a capital contribution to the Partnership on their Initial Drawdown Date equal to a portion of their Subscription.

**6.1.3 Additional Contributions; Deficiency Drawdowns.**

The General Partner is authorized to draw down additional capital contributions from time to time for any purposes contemplated under this Agreement generally upon not less than seven (7) Business Days' prior written notice, except in certain limited circumstances where the General Partner deems it prudent to require capital contributions to be made on shorter notice. Notwithstanding the foregoing, if any Limited Partner has failed to make a capital contribution when due (including such Partner's initial capital contribution), the General Partner in its sole discretion may call for a deficiency drawdown of contributions from the other Partners to replace the unpaid contribution upon seven (7) Business Days' prior written notice (or such shorter amount of time as was required for the initial capital contributions that required the deficiency drawdown). For purposes of 6.3, the amount of a Limited Partner's contribution that is not paid when due shall be deemed to include such Limited Partner's ratable share, determined on a grossed-up basis, of any deficiency drawdown with respect to such Limited Partner's unpaid contribution.

**6.1.4 Procedure for Notice of Capital Calls; Rescission or Postponement.**

The General Partner shall send written notice of a call for capital contributions, or a rescission or postponement of such a call, to each Limited Partner by electronic mail. A notice calling for capital contributions may be rescinded or postponed by the General Partner by prompt written notice.

**6.1.5 Offsets Against Distributions; No Interest or Withdrawals.**

In connection with any call for capital contributions under this Agreement, the General Partner is authorized to apply cash that would otherwise be distributed to a Partner in satisfaction of such Partner's obligation to make a capital contribution pursuant to such call, to the extent thereof. The amount applied shall be deemed distributed to the Partner by the Partnership and then contributed by the Partner to the Partnership in satisfaction of such Partner's obligation to contribute capital hereunder and such Partner's Contribution shall be adjusted accordingly. No interest shall accrue on any Partner's Contribution. No Partner shall have the right to withdraw or to be repaid its Contribution except as specifically provided in this Agreement.

**6.1.6 General Partner's Authority to Reduce Subscriptions.**

The General Partner in its sole discretion may reduce the Subscriptions of all Partners on a *pro rata* basis. The General Partner shall give each Partner written notice of the reduction, which notice shall include the amount of such Partner's reduced Subscription.

**6.1.7 Subscription of the General Partner.**

The General Partner shall not have a Subscription.

**6.2 RETURN OF CERTAIN AMOUNTS SUBJECT TO SUBSEQUENT DRAWDOWN.****6.2.1 Unused Contributions.**

The General Partner in its sole discretion may cause the Partnership to return to the Partners all or any portion of capital contributions that have not been (a) contributed to the Underlying Fund, (b) reserved for