

Commitment up to an amount equal in the aggregate to the Defaulted Commitment. The General Partner shall make notifications under the Act and such revisions to the Register as may be necessary to reflect the change in Partners and Commitments contemplated by this Section 5.7(c).

(d) Forfeiture and Application of Forfeited Amounts. The General Partner may in its reasonable discretion take any or all of the following actions with respect to a Defaulting Partner: (i) reduce amounts otherwise distributable to such Defaulting Partner on or after the date of such Default by 50% and withhold the remaining 50% of such amounts until the dissolution of the Fund and (ii) require such Defaulting Partner to remain fully liable for payment of amounts in respect of the General Partner's Share (as calculated in respect of such Defaulting Partner) and its *pro rata* share of Organisational Expenses and Fund Expenses as if the Default had not occurred. The General Partner may apply amounts otherwise distributable to such Defaulting Partner in satisfaction of all amounts payable by such Defaulting Partner. In addition, such Defaulting Partner shall have no further right to advance Loans to participate in any Portfolio Investment and shall be treated for purposes of Sections 5.4 and 5.6 as no longer a Partner. The General Partner may charge such Defaulting Partner interest on the Defaulted Amount and any other amounts not timely paid at a rate per annum equal to the higher of (A) LIBOR plus 2% and (B) 8% from the date such amounts were due and payable through the date that full payment of such amounts is actually made or, if such amounts are not paid, through the end of the Term, and to the extent not paid such interest charge may be deducted from amounts otherwise distributable to such Defaulting Partner. Amounts forfeited and not otherwise applied to the payment of the expenses specified in clause (ii) of the first sentence of this Section 5.7(d) or in Section 5.7(e), plus any interest thereon, shall be distributed to the Non-Defaulting Partners in proportion to their Commitments, *provided* that no Non-Defaulting Partner shall receive a distribution in respect of a Portfolio Investment with respect to which such Partner is an Excused Partner. The General Partner shall make such adjustments, including adjustments to the Partner Accounts of the Partners (including such Defaulting Partner), as it determines to be appropriate to give effect to the provisions of this Section 5.7.

(e) Other Remedies; Payment of Expenses. The General Partner shall have the right to pursue all remedies available to it with respect to the Default of a Defaulting Partner. No course of dealing between the General Partner and any Defaulting Partner and no delay in exercising any right, waiver or remedy conferred in this Section 5.7 or now or hereafter existing by statute or otherwise shall operate as a waiver or otherwise prejudice any such right, waiver or remedy. In addition to the foregoing, the General Partner may, in its sole discretion, institute a lawsuit against any Defaulting Partner for specific performance or specific implementation of its obligation to advance Loans and any other payments to be made by a Limited Partner pursuant to this Agreement and to collect any overdue amounts hereunder. Notwithstanding any other provision of this Agreement, each Limited Partner agrees, in the event of a Default by such Partner, to pay