

(iii) *Mechanics of Formation of Alternative Investment Vehicles.* In the event that the General Partner or an Affiliate thereof forms one or more Alternative Investment Vehicles, the General Partner shall have full authority, without the consent of any Person, including any Partner, to amend this Agreement (but only to amend this Agreement in a manner that would not adversely affect the Limited Partners) as may be necessary or appropriate in the good faith judgment of the General Partner to facilitate the formation and operation of such Alternative Investment Vehicle and the investments contemplated by this Section 4.5, and to interpret in good faith any provision of this Agreement, whether or not so amended, to give effect to the intent of the provisions of this Section 4.5. The General Partner shall make all appropriate adjustments as may be necessary or otherwise appropriate to give effect to the intent of this Section 4.5. The limited partnership agreement and/or other organisational or Transfer documents of any Alternative Investment Vehicle and any other documents reflecting the admission of the Limited Partners to such Alternative Investment Vehicle may be executed on behalf of the Limited Partners investing therein by GP Ltd or the Manager pursuant to the power of attorney granted by each of the Limited Partners pursuant to Section 12.2.

ARTICLE V

COMMITMENTS; CAPITAL CONTRIBUTIONS

5.1 Capital Contributions.

(a) Initial Capital Contribution. Each Limited Partner (other than the Special Limited Partner) shall, upon its admission to the Fund and in accordance with Section 1.9, make a Capital Contribution to the Fund equal to 0.01% of such Partner's Commitment. The Special Limited Partner shall make a capital contribution pursuant to this Section 5.1(a) equal to 0.01% of the excess of the Special Limited Partner's Commitment over the Special Limited Partner Capital Contribution. Each Limited Partner (including, for the avoidance of doubt, each Subsequent Closing Partner) hereby authorises the General Partner, the Manager or any other Person identified by the General Partner or the Manager to contribute to the Fund on its behalf the amount of its Capital Contribution and where the General Partner, the Manager or such other Person identified by the General Partner or the Manager so makes a Capital Contribution on behalf of a Limited Partner, an amount equal to such Capital Contribution shall be deemed to be an interest-free loan from the General Partner, the Manager or such other Person identified by the General Partner or the Manager to such Limited Partner which shall be immediately repayable by such Limited Partner upon demand by the General Partner, the Manager or such other Person identified by the General Partner or the Manager. Unless repaid earlier, the amount of any such deemed loan shall be repaid by the Limited Partner at the same time as such Limited Partner is required to advance its first Loan to the Fund.