

“Proceeding” shall have the meaning set forth in Section 9.1(a).

“Public Plan Partner” shall mean a Limited Partner that (a) (i) is a governmental plan or a church plan within the meaning of sections 3(32) and 3(33), respectively, of ERISA and (ii) so indicates on its Deed of Adherence or otherwise in a writing acknowledged by the General Partner on or before the date at which such Limited Partner is admitted to the Fund or (b) is designated by the General Partner in writing on or before the date at which such Limited Partner is admitted to the Fund as a Public Plan Partner.

“Qualified Replacement” shall have the meaning set forth in Section 5.8(a)(ii).

“Register” shall have the meaning set forth in Section 1.11.

“Registrar” shall mean the Registrar of Limited Partnerships in England and Wales.

“Regulated Activities Order” shall mean the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 of the United Kingdom, as amended, supplemented or replaced from time to time.

“Related Investment Funds” shall mean all Co-Investment Funds, Parallel Funds and Alternative Investment Vehicles established by the General Partner, the Manager or any of its Affiliates pursuant to this Agreement or the governing document of the relevant Co-Investment Fund, Parallel Fund or Alternative Investment Vehicle, as the context requires.

“Remaining Commitment” shall mean, with respect to any Partner, the amount of such Partner’s Commitment, determined at any date, that has not been contributed to the Fund as a Capital Contribution or advanced to the Fund as a Loan, and increased by all distributions from the Fund to such Partner and all repayments of such Partner’s Loans in each case to the extent (a) repaid without being used by the Fund pursuant to Section 5.5, (b) as provided in Section 4.1(c), (c) returned in connection with the admission of a Subsequent Closing Partner to the Fund or a subsequent closing partner (or similar member) to any Parallel Fund, or (d) used to fund drawings on account of the General Partner’s Share or to pay Fund Expenses (other than the repayment of principal amounts of Indebtedness used to fund the acquisition cost of Portfolio Investments) or Organisational Expenses, and to the extent that the General Partner identified such amounts to the Limited Partners in writing as increasing the Remaining Commitment at the time of, or within a reasonable period of time following, the relevant distribution, *provided* that if the date of determination with respect to a Partner is after delivery of a Drawdown Notice but before the related Drawdown