

Date, at no time shall the aggregate amount of (i) the amount specified in the relevant Drawdown Notice and (ii) the amount required to be paid pursuant to any other Drawdown Notices outstanding prior to such Drawdown Date exceed such Partner's Remaining Commitment as of the date of such determination.

"Removal Conduct" shall mean with respect to any Person (including any Key Person) (a) a material violation of the Agreement or the Investment Management Agreement having a material adverse effect on the Fund or (b) the committing of a fraud, felony, wilful illegal act, Gross Negligence, bad faith, wilful misconduct or wilful default, in each case in connection with any such Person's activities by or on behalf of, or directly or indirectly in connection with, the Fund.

"Runoff Activities" shall mean (a) holding, disposing of and otherwise dealing with the investments and other assets of the Fund, (b) completing investments and making additional contributions, advances or meeting obligations with respect to which commitments have been made as of the suspension of the Investment Period, (c) making further investments only in Temporary Investments and Follow-On Investments, (d) issuing Drawdown Notices in respect of Follow-On Investments, Indebtedness, Organisational Expenses, Fund Expenses and to fund the General Partner's Share or any drawing on account thereof, (e) engaging in the other non-investment activities of the Fund and (f) engaging in other activities that the General Partner or the Manager reasonably determines are necessary or advisable to the foregoing.

"Securities" shall mean shares of capital stock, partnership or limited partnership interests, limited liability company interests, warrants, options, bonds, notes, debentures and other equity and debt securities of whatever kind of any Person, whether readily marketable or not.

"Securities Act" shall mean the U.S. Securities Act of 1933, as amended from time to time, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

"Sharing Percentage" shall mean, with respect to any Partner and any Portfolio Investment or other investment, a fraction, expressed as a percentage, (a) the numerator of which is the aggregate amount of Loans advanced or deemed advanced by such Partner used to fund the cost of, or make contributions or advances to, such Portfolio Investment or other investment and (b) the denominator of which is the aggregate amount of the Loans advanced or deemed advanced by all of the Partners used to fund the cost of, or make contributions or advances to, such Portfolio Investment or other investment, in each case as reasonably determined by the General Partner.