

of the General Partner to facilitate the formation and operation of such Co-Investment Funds 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(b).

(c) Parallel Funds.

(i) *Formation of Parallel Funds to Accommodate Investor*

*Considerations.* Prior to the Final Admission Date, the General Partner, the Manager or their respective Affiliates, may, in order to accommodate legal, tax, regulatory or other similar considerations of certain investors, form one or more other pooled investment vehicles (each such vehicle, a “Parallel Fund”) to co-invest with the Fund. In addition, the General Partner may, at any time, to accommodate legal, tax, regulatory or other similar considerations, require one or more Limited Partners (subject to receiving the prior written consent of such Limited Partners) to be admitted as limited partners or other similar investors to one or more Parallel Funds, and in connection therewith and in consideration for the cancellation of all or a portion of their Interest, such Limited Partners will receive an equivalent interest in such Parallel Funds, and in furtherance of the foregoing, each such Limited Partner will have a commitment, remaining commitment and partner account in the Parallel Fund equivalent to the Limited Partner’s Commitment, Remaining Commitment (in each case, of the applicable Parallel Fund) and Partner Account in the Fund and such Limited Partners will cease to be limited partners of the Fund. Subject to compliance with FSMA and any other applicable financial services and securities laws and regulations, each Parallel Fund will be managed by the Manager or an Affiliate thereof, and will be governed by organisational documents containing provisions substantially similar in all material respects to those of the Fund, with such differences as may be required by the legal, tax, regulatory or other considerations referred to above, and in any event having economic provisions that are the same in all material respects as those of the Fund. Subject to such legal, tax, regulatory or other similar considerations, the Parallel Funds will co-invest with the Fund in each Portfolio Investment in proportion to the respective remaining commitments of the Parallel Funds and the Fund immediately prior to such investment. All references in this Section 4.5(c) to the limited partners of a Parallel Fund shall be deemed to include all investors in a Parallel Fund formed as a vehicle other than a limited partnership and all references in this Agreement to limited partners of a Parallel Fund shall, where the context so requires, include any feeder funds that are limited partners of such Parallel Funds.

(ii) *Parallel Investment Conditions.* Each investment by a Parallel Fund shall, subject to legal, tax, regulatory or other similar considerations, be on substantially the same terms as, and on economic terms that are no more