

favourable to such Parallel Fund than, those received by the Fund. With respect to each investment in which Parallel Funds participate (or propose to participate) with the Fund, any investment expenses or any indemnification and/or repayment obligations related to such investment shall be borne by, and any fee income shall be allocated among, the Fund and any Parallel Funds and any other Related Investment Funds in proportion to the capital invested by each to such investment. The Manager shall cause the Parallel Funds to dispose of all or a portion of their investments in a portfolio investment that the Fund has co-invested in on a *pro rata* basis with the Fund, on terms no more favourable than those received by the Fund and at substantially the same time that the Fund disposes of its investment in such Portfolio Investment.

(iii) *Mechanics of Formation of Parallel Funds.* Notwithstanding any other provision of this Agreement to the contrary, in the event that the General Partner or an Affiliate thereof forms one or more Parallel Funds, the General Partner shall have full authority, without the consent of any Person, including any other 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 Parallel Funds and the investments contemplated by this Section 4.5(c), 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(c). The limited partnership agreement and/or other organisational documents of any Parallel Fund and any other documents reflecting the admission of the Limited Partners to such Parallel Fund and the withdrawal of such Limited Partners from the Fund may be executed on behalf of the Limited Partners by GP Ltd or the Manager pursuant to the power of attorney granted by each of the Limited Partners pursuant to Section 12.2.

(iv) *Certain Adjustments.* If one or more Parallel Funds are formed, notwithstanding any other provision of this Agreement (A) Fund Expenses shall include only the Fund's *pro rata* share of such costs, expenses or liabilities that are incurred by or arise out of the activities of the Fund (determined based on the relative commitments to the Fund and any Parallel Fund, unless the General Partner or the Manager determines in its good faith and reasonable discretion that a different share is appropriate in the case of a particular cost, expense or liability), (B) Organisational Expenses shall include only the Fund's share of any costs or expenses in connection with the formation and organisation of, and sale of Interests in, the Fund and any Parallel Fund, (C) any reference in Sections 2.6 or 7.6 to a Majority (or other specified percentage) in Interest shall mean limited partners, other than defaulting partners and any other limited partners expressly excluded by the terms of this Agreement or the organisational document of any Parallel Fund, in the Fund and any Parallel Fund that at the time in question have