

- (iii) in the case of a Drawdown to be used to pay Organisational Expenses or Fund Expenses (not including drawings of the General Partner's Share or the payment of a Fund Expense described in (ii) above), such Partner's *pro rata* share (based on Commitments of all the Partners) of the amount required to pay such Organisational Expenses or Fund Expenses;
 - (iv) in the case of a Drawdown to be used to fund drawings of the General Partner's Share calculated with respect to each Limited Partner, the amount calculated with respect to such Limited Partner as provided in Section 7.3; and
 - (v) in the case of the repayment of Indebtedness or interest thereon, (A) in the case of Indebtedness incurred in connection with a Portfolio Investment, such Partner's *pro rata* share (based on Sharing Percentages with respect to such Portfolio Investment (determined, with respect to any Portfolio Investment acquired by the Fund using Indebtedness, as though such Indebtedness were Loans previously advanced by the Partners pursuant to Section 5.4(d)(i))) of the aggregate amount required to repay such Indebtedness, (B) in the case of Indebtedness incurred in connection with funding drawings of the General Partner's Share, such Limited Partner's share of such drawings calculated with respect to such Limited Partner as provided in Section 7.3 and (C) in the case of all other Indebtedness, such Partner's *pro rata* share (based on Commitments of all the Partners) of the aggregate amount required to repay such Indebtedness.
- (e) Use of Distributable Cash to Fund Drawdowns. The General Partner or Manager may determine in its reasonable discretion and in good faith to retain and use for a period not to exceed 60 days Distributable Cash that otherwise would be distributable to a Partner pursuant to Article VI to fund all or part of any Loan that is required to be advanced by such Partner. The amount of such Distributable Cash so retained shall be deemed for all purposes of this Agreement to have been distributed to such Partner and then re-advanced to the Fund by such Partner as a Loan on the date on which the relevant Loan is required to be advanced. In the event that the retained amount with respect to any Partner is not sufficient to cover such Partner's Loan advancement requirement, the amount necessary to cover the balance of such Loan shall be advanced by such Partner pursuant to a Drawdown Notice as provided in this Section 5.4(e). Prior to, or concurrent with, advancing any Loans to be used to make a Portfolio Investment out of retained Distributable Cash, the General Partner shall provide to each Limited Partner the information required to be provided in a Drawdown Notice issued pursuant to Section 5.4(b). In addition to the foregoing, each Limited Partner agrees that the General Partner may hold back and use Distributable Cash that otherwise would be distributable to a Limited Partner to pay all or part of any amounts otherwise owing by such Limited Partner to the Fund, the General Partner or the Manager pursuant to the terms of this Agreement.