

Upon any election described in Section 7.6(a)-(c):

(d) each Affiliated Partner and the Special Limited Partner shall, subject to compliance with Section 10.1, have the right to Transfer all or any portion of its Interest, including any interest in the capital or profits of the Fund and the right to receive distributions from the Fund to a third party, *provided* that for the purposes of this Section 7.6(d) only, the consent of the Manager (or any replacement manager as applicable) shall be deemed to have been given in respect of such Transfer;

(e) the replaced Manager and its Affiliates shall continue to be Covered Persons and shall continue to be entitled to indemnification hereunder pursuant to Section 9.1, but only with respect to Damages (i) relating to Portfolio Investments made prior to the earlier of the date of such election or the removal of the replaced Manager or (ii) arising out of or relating to their activities during the period prior to the earlier of the date of such election or the removal of the replaced Manager or otherwise arising out of the replaced Manager's services under the Investment Management Agreement;

(f) where the replaced Manager is removed pursuant to Section 7.6(a), the Special Limited Partner shall, on and from the date of such removal, only be entitled to receive 50% of all distributions attributable to a Limited Partner that otherwise would have been distributable to it pursuant to this Agreement, with respect to Portfolio Investments made by the Fund on or before the date of the removal of the Manager ("Pre-Removal Investments"), and without regard to Portfolio Investments made, or fees and expenses incurred thereafter that do not relate to Pre-Removal Investments, *provided* that the Fund shall at any time thereafter be entitled to reduce the Special Limited Partner's entitlement described above to recover or set off damages (as finally determined by the court of competent jurisdiction that determined on the merits that the Manager had engaged in Removal Conduct) caused to the Fund by the Manager's Removal Conduct. For this purpose, where the Fund has entered into a binding agreement prior to the date of removal of the Manager to make additional contributions or advances to a Portfolio Investment, such additional contributions or advances to such Portfolio Investment shall be treated as Pre-Removal Investments. Section 11.3 shall be applied to the Special Limited Partner (and all calculations thereunder shall be made) as though the only Portfolio Investments were the Pre-Removal Investments, with such appropriate adjustments as may be required to reflect the apportionment of only 50% of distributions to the Special Limited Partner pursuant to this Section 7.6(f). Where the Manager is removed pursuant to Section 7.6(b) or (c), the Special Limited Partner shall be entitled to 100% of distributions attributable to a Limited Partner that otherwise would have been distributable to it pursuant to this Agreement. For the avoidance of doubt, nothing in this Section 7.6(f) shall limit the rights of the Special Limited Partner to receive distributions in respect of Loans advanced by it to the Fund;

(g) where the replaced Manager was removed pursuant to Section 7.6(b) or (c), GP Ltd shall, on the date of such removal, receive an amount equal to the aggregate