

Proceeding by settlement shall not, of itself, create a presumption that any Damages relating to such settlement or otherwise relating to such Proceeding arose primarily from Disabling Conduct of any Covered Person. The General Partner or the Manager shall notify the Advisory Committee of any settlement that is made. For the avoidance of doubt, (i) Claims among the Principals or other employees of the Manager solely relating to or arising out of the internal affairs of the Manager shall not be considered investment or other activities of the Fund and shall not be covered by the indemnification provisions of this Section 9.1 and (ii) no Covered Person shall be liable to the Fund or any Partner with respect to the accuracy or completeness of any information furnished by such Covered Person or any other Covered Person regarding any Portfolio Investment where such information is obtained from a third party and not prepared by such Covered Person to the extent that such Covered Person acts in good faith and in reasonable reliance upon such information and that such Covered Person discloses those facts when it furnishes such information.

(b) Expenses, etc. Reasonable expenses (including attorney's fees) incurred by a Covered Person in defence or settlement of any Claim that may be subject to a right of indemnification hereunder (other than, with respect to any Covered Person that is not an Advisory Committee Indemnitee, in defence of a derivative action brought by Limited Partners constituting at least a Majority in Interest) may be advanced, and, in the case of any Covered Person that is an Advisory Committee Indemnitee, shall be advanced, by the Fund to such Covered Person as such expenses are incurred and prior to the final disposition of such Claim upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined in a decision based on the merits by a court of competent jurisdiction that the Covered Person was not entitled to be indemnified hereunder. Subject to Section 9.3, and to the fullest extent permitted by law, judgments against the Fund and either or both of the General Partner or the Manager, in respect of which the General Partner or the Manager is entitled to indemnification, shall first be satisfied from Fund assets, including Loans and any payments under Section 9.2, before the General Partner or the Manager, as the case may be, is responsible therefor.

(c) Notices of Claims, etc. Promptly after receipt by a Covered Person of notice of the commencement of any Proceeding, such Covered Person shall, if a claim for indemnification in respect thereof is to be made against the Fund, give written notice to the Fund of the commencement of such Proceeding, *provided* that the failure of any Covered Person to give such notice as provided herein shall not relieve the Fund of its obligations under this Section 9.1 except to the extent that the Fund is actually prejudiced by such failure to give such notice. If any such Proceeding is brought against a Covered Person (other than a derivative suit in right of the Fund), the Fund will be entitled to participate in and to assume the defence thereof to the extent that the Fund may wish, with counsel reasonably satisfactory to such Covered Person. After notice from the Fund to such Covered Person of the Fund's election to assume the defence of such Proceeding, the Fund will not be liable for expenses subsequently incurred by such Covered Person in