

required to be advanced by such Partner pursuant to a Drawdown Notice (and to the extent so applied shall be deemed to have been distributed and readvanced by such Partner), *provided* that any Additional Payment payable to such Partner shall be distributed to such Partner and (ii) such amounts in respect of the General Partner's Share that would have been advanced by such Subsequent Closing Partner had it been admitted to the Fund at the Initial Closing (without giving effect to any reduction for Incentive Points if such Subsequent Closing Partner is admitted to the Fund after the Initial Closing), together with Additional Payments thereon, which amounts shall be paid by the Fund to the General Partner and (iii) such amount as determined in good faith by the General Partner that is appropriate to take into account the repayment of Indebtedness or payment of any other liability (other than any Indebtedness or other liability that has been repaid or paid by the advance of Loans by previously admitted Partners), less, in each case, such amount as the General Partner determines is appropriate to take into account any distributions of Distributable Cash theretofore made. Amounts contributed to the Fund by Subsequent Closing Partners and distributed to previously admitted Partners shall, in accordance with section 707(a) of the Code, be treated for all purposes of this Agreement and for all accounting and tax reporting purposes as payments made directly from the Subsequent Closing Partner to the previously admitted Partners in connection with a sale in part of the previously admitted Partners' Interests to the Subsequent Closing Partners, and each Subsequent Closing Partner shall succeed to the appropriate portion of the Loans of the previously admitted Partners. The General Partner shall appropriately adjust the Partners' Capital Contributions, Loans, Remaining Commitments, Sharing Percentages, Partner Accounts and any other relevant items to give effect to the intent of the foregoing provisions of this Section 10.2. If the General Partner determines in its reasonable discretion and in good faith that adverse tax consequences could result from the application of this Section 10.2, the General Partner may adjust the amounts advanced by the Subsequent Closing Partners and the amounts distributed to one or more previously admitted Limited Partners. Additional Payments shall not be treated as Loans.

(c) Multi-Fund Adjustments. Notwithstanding any other provision of this Agreement, the General Partner may (i) adjust the amount and timing of the payments under Section 10.2(b) to take into account the closing of any Related Investment Fund, and any investments held by the Fund or any Related Investment Fund at the time of a Closing and (ii) reallocate among the Fund or the Related Investment Funds any investments held by the Fund or Related Investment Fund at the time of a Closing at cost (plus Additional Payments thereon), in each case to the extent determined in the good faith judgment of the General Partner to be appropriate to give effect to the intent of this Section 10.2. After the payments, distributions, reallocations and adjustments described in this Section 10.2 are taken into account, each portfolio investment, to the extent determined in the good faith and reasonable judgment of the General Partner to be practicable or appropriate, shall be held by the Fund or any Related Investment Fund in such proportions as if the Fund and each Related Investment Fund had a single closing on