

investor in a Feeder Fund or Parallel Fund (including its feeder funds)) (the “Additional Rights”), in a manner more favourable in any material respect to such Limited Partner or investor than the rights and benefits established in favour of such Eligible Investor by this Agreement and any existing Side Letter in respect of such Eligible Investor, and such Eligible Investor has an Election Commitment equal to or greater than the Election Commitment of such Limited Partner or investor, such Eligible Investor shall be entitled to elect to receive the benefits of some or all such Additional Rights.

(c) Subject to Sections 13.13(d) and 13.13(e), with respect to each Feeder Fund, if any Side Letter has the effect of establishing Additional Rights benefitting any other Limited Partner (or investor in a Feeder Fund or Parallel Fund (including its feeder funds)) in a manner more favourable in any material respect to such Limited Partner or investor than the rights and benefits established in favour of such Feeder Fund by this Agreement and any existing Side Letter in respect of such Feeder Fund, such Feeder Fund shall be entitled to elect to receive the benefits of some or all such Additional Rights for the benefit of any investor in such Feeder Fund (a “Feeder Fund Investor”) if such Feeder Fund Investor has an Election Commitment equal to or greater than the Election Commitment of such other Limited Partner or investor. The General Partner shall have full authority to interpret in good faith the provisions of this Section 13.13 to give effect to the intent of this Section 13.13(c).

(d) The rights of each Eligible Investor provided in Section 13.13(b) and the rights of each Feeder Fund provided in Section 13.13(c) shall not apply unless, in each case, (A) such Eligible Investor or Feeder Fund has advised the General Partner in writing (which can be by electronic transmission) of its election to receive (in the case of a Feeder Fund, for the benefit of the applicable Feeder Fund Investor) such benefits within 30 days of receipt of notice of any Additional Rights capable of being elected by such Eligible Investor or Feeder Fund and (B) such Additional Rights can be fairly and reasonably applied to such Eligible Investor or Feeder Fund Investor.

(e) No Eligible Investor or Feeder Fund shall be entitled to elect to receive any Additional Right that relates to (i) compliance with legal, tax or regulatory requirements that do not apply to such Eligible Investor or the applicable Feeder Fund Investor (as applicable), (ii) the right of any Limited Partner or investor in any Feeder Fund or any Parallel Fund (including its feeder funds) to nominate one or more members of the Advisory Committee, (iii) any agreement with respect to the manner in which a Limited Partner or investor in any Feeder Fund or any Parallel Fund (including its feeder funds) shall be provided notice, (iv) any consent to, or rights with respect to, the Transfer of any Interest, (v) any agreement with respect to the circumstances in which any Limited Partner or investor in any Feeder Fund or any Parallel Fund (including its feeder funds) will be excused from advancing a Loan (or a loan, capital contribution or similar contribution or advance to such Feeder Fund, Parallel Fund or feeder fund) or (vi) any agreement with respect to the ability of a Limited Partner or investor in any Feeder Fund