

	<p>Upon dissolution of the Fund, distributions may also include restricted securities or other assets of the Fund.</p> <p>Notwithstanding the foregoing, the Fund may make tax distributions to the Partners in respect of gain and other income from portfolio investments in accordance with the manner in which such gain and other income is allocated to the Partners.</p> <p>Distributions to the General Partner and the Special Limited Partner will not be subject to Carried Interest.</p>
Special Limited Partner Clawback	<p>Upon termination of the Fund, the Special Limited Partner will be required to return to the Fund distributions of Carried Interest previously received to the extent that they exceed the amounts that should have been distributed to the Special Limited Partner as Carried Interest (as described in "Distributions" above) applied on an aggregate basis covering all transactions of the Fund. In no event, however, will the Special Limited Partner be required to return more than the cumulative Carried Interest distributions received by the Special Limited Partner, net of amounts in respect of taxes thereon.</p>
Organizational Expenses	<p>The Fund will bear all legal and other expenses incurred in the formation of the Fund and the offering of the Interests therein (other than any placement fees), up to an aggregate amount not to exceed US\$2,500,000, plus amounts in respect of applicable value added tax. Organizational expenses in excess of this amount, and any placement fees, will be paid by the Fund but borne by the General Partner through a 100% offset against the General Partner's Share.</p>
Operating and Other Expenses	<p>Each of the Manager, the General Partner and the Second GP will pay all normal operating expenses incidental to the provision of its day-to-day services to the Fund, including its own overheads. The Fund will pay all costs, expenses and liabilities in connection with its operations, including: fees, costs and expenses of third parties, including without limitation tax advisors and counsel, related to the purchase, structuring, holding and sale of portfolio investments (to the extent not reimbursed); expenses incurred in connection with transactions not consummated; insurance premiums; taxes; fees and expenses of accountants, counsel, administrators, depositaries, appraisers and consultants, including tax filings and accounts; costs and expenses of the Fund Advisory Committee and the annual meeting; litigation expenses and other extraordinary expenses.</p> <p>Any costs incurred in relation to transactions which are not completed will be borne by the Fund. The Manager may in its sole discretion structure a co-investment opportunity such that the proposed participants in such co-investment opportunity do not bear any broken deal expenses, with the result that the Fund will bear all such broken deal expenses; <i>provided</i>, if so structured, such participants will not be entitled to receive any break-up or similar fee income, if any, that may be earned with respect to such transaction.</p>
Transaction, Break-Up and Other Fees	<p>In connection with any portfolio investment, the Manager and its affiliates may charge portfolio companies directors' fees, transaction fees, monitoring fees, advisory fees, break-up fees and other similar investment-related fees for services provided by the members of the secondary investment team of the Manager. 100% of all such fees, net of any related expenses, amounts in respect of VAT or unreimbursed expenses incurred by the Manager or its affiliates in connection with unconsummated transactions, will be applied to reduce the General Partner's Share otherwise payable. All such fees will be allocated among the Fund and any related co-investing entities on the basis of capital committed by each to the relevant investment. General Partner's Share reductions will be carried forward if necessary.</p>
Fund Advisory Committee	<p>The Fund will establish an advisory committee consisting of at least three voting members appointed by the Manager (the "Fund Advisory Committee"). Each voting member of the Fund Advisory Committee shall be a representative of a Limited Partner or an investor in any</p>