

connection with the defence thereof. The Fund will not consent to entry of any judgment or enter into any settlement of such Proceeding that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Covered Person of a release from all liability in respect to such Proceeding and the related Claim.

(d) Survival of Protection. The provisions of this Section 9.1 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Section 9.1 and regardless of any subsequent amendment to this Agreement, and no amendment to this Agreement shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

(e) Reserves. If the General Partner determines in its reasonable discretion and in good faith that it is appropriate or necessary to do so, the General Partner may cause the Fund to establish reasonable reserves, escrow accounts or similar accounts to fund its obligations under this Section 9.1, *provided* that the General Partner shall first consult with the Advisory Committee as to the nature of the obligations under this Section 9.1 for which it deems such reserves are necessary or advisable.

(f) Rights Cumulative. The right of any Covered Person to the indemnification provided herein shall be cumulative with, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Covered Person's successors, assignees, heirs and legal representatives.

(g) General Partner Determinations. Notwithstanding anything to the contrary in this Section 9.1, the General Partner shall make such determinations in respect of the indemnification rights provided herein as shall be necessary to give effect to the intent of this Agreement.

9.2 Return of Certain Distributions to Fund Indemnification. Notwithstanding any other provision of this Agreement, the General Partner may require the Partners (including, for the avoidance of doubt, the Special Limited Partner) to return distributions to the Fund in an amount sufficient to satisfy all or any portion of the indemnification and/or repayment obligations of the Fund pursuant to Section 9.1 or other liabilities of the Fund, whether such obligations or liabilities arise before or after the last day of the Term or, with respect to any Partner, before or after such Partner's withdrawal from the Fund, *provided* that each Partner shall return distributions in respect of its share of any such indemnification and/or repayment obligation or liability in such amounts as shall result (to the maximum extent practicable) in each Partner retaining cumulative distributions from the Fund (net of any returns of distributions under this Section 9.2 or under Section 11.3) equal to the cumulative amount that would have been distributed to and retained by such Partner had the amount of Distributable Cash attributable to Portfolio Investments or