

PE/VC PARTNERSHIP AGREEMENTS STUDY

2018 • 2019

PE/VC Partnership Agreements Study

2018-19

Fifth Edition

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Buyouts Insider
9 East 38th Street, 11th Floor
New York, NY 10016
Phone: (800) 455-5844
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- 6.6** If there is an LP clawback, is there any cap on the amount that applies to the GP's carried interest?
- 6.7** If there is an LP clawback, is there a limitation on the timing of the clawback?
- 6.8** If there is an LP clawback, can it be applied to any fund expenses or liabilities, or is it limited solely to cover indemnification liabilities?
- 6.9** Can LPs remove the GP or dissolve the fund for cause?
- 6.10** If yes, what percentage of LPs must agree to proceed?
- 6.11** If the LP can remove the GP for cause or dissolve the fund, does the GP take a haircut on its carried interest with respect to pre-removal or pre-dissolution investments?
- 6.12** For both cause and no-cause removal, does the removed GP remain liable for its share of any GP clawback liability?
- 6.13** Is there a no-fault divorce clause letting the LPs remove the GP or dissolve the fund for any reason?

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- 6.14 If yes, what percentage of LPs must agree to proceed?
- 6.15 Does the fund have a no-fault suspension of the investment period clause? (During a suspension period, the fund will not make investments in new portfolio companies without some level of LP or advisory committee consent.)
- 6.16 If a no-fault suspension is to take place, what percentage of LPs must agree?
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