

Fairview Private Market Fund V

Indemnification Clause of Subscription Agreement

8. Survival; Indemnity. The Investor represents and agrees that the information provided in this Subscription Agreement (including the Exhibits hereto) and any other documents provided by the Investor to the Partnership or the General Partner in connection with its investment in the Partnership regarding the Investor is true and correct as of the date of this Subscription Agreement and will be true and correct as of the Closing, as of the date of the Investor's admission to the Partnership as a Limited Partner and on each date on which the Investor is required to contribute capital to the Partnership. Without limiting the generality of the foregoing, if there should be any change in the information provided herein regarding the Investor (including the Exhibits hereto and any other documents provided by the Investor to the Partnership or the General Partner in connection with its investment in the Partnership), the Investor will immediately furnish revised or corrected information to the General Partner in writing. The representations and warranties made by the Investor shall survive the Closing and any investigation made by the Partnership or the General Partner. **Unless otherwise agreed by the General Partner in writing, to the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership, the General Partner, the Manager, any of their Affiliates, and any director, officer, partner, member, manager, employee, or agent of any such party against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including the Exhibits hereto) or in any other documents provided by the Investor to the Partnership or the General Partner in connection with the Investor's investment in the Partnership.** Notwithstanding that any representations or warranties made by a nominee, custodian, trustee or person or entity that has the power and authority to act on behalf of or in trust of an Investor without separate legal personality are made on behalf of the Investor, such indemnity applies to any such nominee, custodian, trustee or other person or entity if such nominee, custodian, trustee or other person or entity has breached the representations in Section 2(k) or 2(y).

[Indemnity Clause = Boldface Supplied]

Proposed Resolution

RESOLVED, in connection with the pending subscription by CERF to a limited partnership interest in Fairview Private Markets Fund V, L.P., that the indemnification clause in Section 8 of the Subscription Agreement, in the form presented to this meeting, is hereby approved as a CERF commitment.