

required by the Act, the General Partner shall provide a written statement to the Registrar notifying it of any change that may occur in the particulars required to be provided under the Act and specifying the date and nature of such change.

1.5 Term. The Fund was formed on [●] and shall continue, unless sooner dissolved or terminated, until the seventh anniversary of the Final Admission Date, save that, unless the Fund is sooner dissolved or terminated, the term of the Fund may be extended by the Manager for up to five successive periods of one year each for the purposes of disposing, or awaiting the winding-up, of any unrealised Portfolio Investment (such term, including any such extensions, being referred to as the “Term”). Notwithstanding the expiration of the Term, the Fund shall continue in existence until the filing of a notice of dissolution of the Fund in accordance with Section 11.4.

1.6 Fiscal Year. The fiscal year of the Fund shall end on the 31st day of December in each year (the “Fiscal Year”). Except as otherwise required by law, the Fund shall have the same Fiscal Year for income tax and financial and partnership accounting purposes.

1.7 Powers. Subject to Sections 2.1, 7.2 and the other provisions of this Agreement, the General Partner (or, pursuant to Sections 2.1 and 7.2, the Manager, as applicable) shall be and hereby is authorised and empowered to do or cause to be done any and all acts determined by the General Partner to be necessary or advisable in furtherance of the purposes of the Fund, without any further act, approval or vote of any Person, including any Limited Partner; and without limiting the generality of the foregoing, but subject to this Agreement, the General Partner (or, pursuant to Sections 2.1 and 7.2, the Manager, as applicable (other than in relation to Section 1.7(f) below)) is, subject to the other provisions of this Agreement, hereby authorised and empowered:

(a) to acquire, hold, Transfer, manage, finance, refinance, vote and own Securities and any other assets held by, or for the benefit of, the Fund, in accordance with and subject to the Investment Objectives;

(b) to establish, maintain or close one or more offices within or outside of the United Kingdom and in connection therewith to rent or acquire office space and to engage personnel;

(c) to open, maintain and close bank, brokerage and money market accounts, to draw cheques or other orders for the payment of moneys, to exchange U.S. dollars held by the Fund into non-U.S. currencies and vice-versa, to invest such funds as are temporarily not otherwise required for Fund purposes in Temporary Investments and to enter into forwards, futures and swaps contracts to hedge, in respect of Portfolio Investments, for non-speculative purposes (i) currency risks, (ii) interest rate risks and (iii) equity market risks. For the avoidance of doubt, any such hedging transaction may be entered into with Deutsche Bank or any of its Affiliates (to the extent permitted by