

they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at law or in equity and to the extent permitted by law, are agreed by the Partners to replace such other duties and liabilities of such Covered Person. Nothing in this Agreement shall be construed as modifying or excluding the duty of good faith owed under English law by the General Partner to the other Partners.

(b) Reliance. A Covered Person shall incur no liability to the Fund or any Partner in acting in good faith upon any signature or writing believed by such Covered Person to be genuine, may rely in good faith on a certificate signed by an executive officer of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge, and may rely in good faith on an opinion of counsel selected by such Covered Person with respect to legal matters, except to the extent that such belief, reliance or selection constituted Disabling Conduct by the Covered Person (as determined in a decision based on the merits by a court of competent jurisdiction). Each Covered Person may consult with counsel, appraisers, accountants and other skilled Persons selected by such Covered Person and shall not be liable to the Fund or any Partner for anything done, suffered or omitted in good faith in reliance upon the advice of any of such Persons, except to the extent that such selection, action, suffering, omission or reliance constituted Disabling Conduct (as determined in a decision based on the merits by a court of competent jurisdiction). No Covered Person shall be liable to the Fund or any Partner for any error of judgment made in good faith by an officer or employee of such Covered Person, *provided* that such error does not constitute Disabling Conduct of such Covered Person (as determined in a decision based on the merits by a court of competent jurisdiction).

(c) General Partner Not Liable for Return of Funded Commitments. Neither the General Partner nor any of its Affiliates shall be liable for the return of the Capital Contributions, or repayment of the Loans of any Partner, and such return or repayment shall be made solely in accordance with this Agreement from Available Assets, if any, and each Limited Partner hereby waives any and all claims that it may have against the General Partner or any Affiliate thereof in this regard.

2.5 No Exclusion for Breach of Regulation. Nothing in this Agreement shall exclude or restrict any duty or liability to the General Partner, the Fund or otherwise which the Manager has under FSMA or under the FCA Handbook and which duty or liability may not be excluded or modified by agreement or the giving of notice.

## 2.6 Removal of the General Partner

(a) The General Partner may be removed as the general partner of the Fund by the written election of a Majority in Interest (excluding Affiliated Partners), at any time within 120 Business Days after a final determination based on the merits by a court of competent jurisdiction that the General Partner has engaged in Removal Conduct. The Manager shall promptly notify the Limited Partners if the Manager reasonably believes