

entity and admit such Partner as an owner of such entity or (y) convert such Partner's Interest to an interest in a Parallel Fund organised as a Delaware limited partnership and cause such Partner to cease to be a Partner of the Fund, (B) close such Limited Partner's "account" with the Fund by causing a Transfer of such Partner's Interest to a Person selected by the General Partner in a transaction that complies with Section 10.1 in exchange for any consideration that can be obtained for such Interest and/or (C) take any other steps as the General Partner determines in its sole discretion are necessary or appropriate to mitigate the consequences of such Partner's failure to comply with this Section 6.9(e) on the Fund and the other Partners. If requested by the General Partner, such Partner shall execute any and all documents, opinions, instruments and certificates as the General Partner shall have reasonably requested or that are otherwise required to effectuate the foregoing. Any Partner that fails to comply with this Section 6.9(e) shall, together with all other Partners that fail to comply with this Section 6.9(e), unless otherwise agreed by the General Partner in writing, to the fullest extent permitted by law, indemnify and hold harmless the General Partner and the Fund for any costs or expenses arising out of such failure or failures, including any withholding tax imposed under sections 1471 through 1474 of the Code or as a result of any intergovernmental agreement described in clause (D) above on the Fund and any withholding or other taxes imposed as a result of a transfer effected pursuant to this Section 6.9(e). Each Partner acknowledges and agrees that any personal data in respect of a natural person that is provided to the General Partner or the Fund in accordance with this Section 6.9(e) may be disclosed to any tax authority in the European Economic Area or outside the European Economic Area. In addition, the General Partner shall, without the consent of any Person, including any other Partner, revise the Register as may be necessary or appropriate to reflect the change in Partners and Commitments made pursuant to this Section 6.9(e) and, to the extent required by the Act, shall promptly provide a written statement to the Registrar notifying it of any change in the particulars required to be provided under the Act.

6.10 Structuring of Investments.

(a) The General Partner shall use its commercially reasonable efforts (which shall include seeking appropriate tax advice) to structure the Fund's acquisition of Portfolio Investments with the goal of minimising, to the extent possible, the tax costs to the Fund as a whole from the making and realising of Portfolio Investments, determined without regard to the tax status of any particular Partner (such as the availability of tax treaty benefits to any Partner, the taxable or tax-exempt status of any Partner, or the U.S. or non-U.S. status of any Partner). In using such commercially reasonable efforts, the General Partner may make, and shall be permitted to rely on, all reasonable assumptions it deems appropriate at the time the Portfolio Investment is made. Nothing in this Section 6.10(a) shall require either the Fund or the General Partner to perform any act that the General Partner in good faith believes may not be in the best interests of the Fund or could damage the Fund or its business. Notwithstanding the foregoing, the General