

Partners or could damage the Fund or its business or that the Fund is required by law or by agreement with a third Person to refrain from doing and (iii) the General Partner shall not be required to take this Section 6.10(d) into account in structuring or disposing of any Portfolio Investment.

(e) Investments in PFICs. If the General Partner determines that any Direct Secondary or Co-Investment is treated as a passive foreign investment company (a “PFIC”), the General Partner shall notify the Limited Partners of such determination and, upon the written request and at the expense of any Limited Partner, for each Fiscal Year of the Fund commencing with the first Fiscal Year in which such determination is made, the General Partner shall use commercially reasonable efforts to provide such Limited Partner, within 180 days after the end of each Fiscal Year, with (i) all information necessary to permit such Limited Partner to complete U.S. Internal Revenue Service Form 8621 with respect to its Interest; and (ii) a PFIC Annual Information Statement under section 1295(b) of the Code with respect to such PFIC, *provided* that in the case of a PFIC that the Fund does not control, directly or indirectly, the General Partner will be deemed to have fulfilled its obligations under this clause if it has made a good faith request to the PFIC for such information.

6.11 EU Savings Directive. Each Limited Partner (a) consents to any action (including any disclosure) considered to be necessary or desirable by the General Partner in connection with the European Union Directive on the Taxation of Savings Income (2003/48/EC) (the “EU Savings Directive”) to enable disclosures to be made by any relevant Persons and/or to enable the Fund or any Person to receive interest income (within the meaning of the EU Savings Directive and/or any local law implementing the EU Savings Directive) free of any withholding or deduction for or on account of any taxation and (b) agrees to provide the General Partner within 14 days of a written request from the General Partner to do so, with all such information and documents as the General Partner requests in relation to the EU Savings Directive and any law relating to or implementing the EU Savings Directive in any relevant jurisdiction.

ARTICLE VII

APPOINTMENT OF THE MANAGER; GENERAL PARTNER’S SHARE

7.1 Appointment of the Manager. The General Partner shall appoint the Manager to provide portfolio management, risk management and administrative services in respect of the Fund to the General Partner on the following terms:

(a) The Manager shall manage the operations of the Fund, shall have the right to execute and deliver documents on behalf of the Fund or in its own name and otherwise bind the Fund in lieu of the General Partner and shall have discretionary authority with respect to investments of the Fund, including the authority to investigate, analyse,