

Proprietary and Confidential

and continue the valid and subsisting existence of the Partnership or any Alternative Investment Vehicles, Parallel Access Fund or Feeder Fund (b) all instruments, documents and certificates that may be required to effectuate the dissolution and termination of the Partnership or any Alternative Investment Vehicle, Parallel Access Fund or Feeder Fund in accordance with the provisions hereof and the Delaware Act (and, in the case of an Alternative Investment Vehicle, in accordance with the laws of the jurisdiction in which any such Alternative Investment Vehicle, Parallel Access Fund or Feeder Fund was formed), (c) all other amendments of this Agreement or the Certificate of Limited Partnership contemplated by this Agreement including, without limitation, amendments reflecting the addition or substitution of any Partner, or any action of the Partners duly taken pursuant to this Agreement whether or not such Partner voted in favor of or otherwise approved such action, (d) any other instrument, certificate or document required from time to time to admit a Partner, to effect its substitution as a Partner, to effect the substitution of the Partner's assignee as a Partner, or to reflect any action of the Partners provided for in this Agreement (including, without limitation, the admission of any Partner to an Alternative Investment Vehicle, Parallel Access Fund or Feeder Fund), (e) any other instrument, certificate or document required from time to time to effect the Transfer of a Defaulting Partner's interest, and (f) any agreement or instrument necessary or advisable to consummate any investment pursuant to 3.5, including the execution of the organizational documents with respect to an Alternative Investment Vehicle, Parallel Access Fund or Feeder Fund (and any amendments thereto consistent with 3.5 and 3.6); *provided, however*, that no actions shall be taken by the General Partner under the power of attorney granted pursuant to this 14.7.1 that would have any adverse effect on the limited liability of any Limited Partner. The foregoing grant of authority (1) is a special power of attorney coupled with an interest in favor of the General Partner and as such shall be irrevocable and shall survive the death or disability of a Partner that is a natural person or the merger, dissolution or other termination of the existence of a Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Partner of the whole or any portion of its interest, except that where the assignee of the whole thereof has appointed the General Partner as its true and lawful attorney in fact on the terms hereof, this power of attorney shall survive such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect any permitted substitution of the assignee for the assignor as a Partner and shall thereafter terminate. This power of attorney may be exercised by such attorney in fact and agent for each of the Limited Partners (or any of them) by a single signature of the General Partner acting as attorney in fact with or without listing all of the Limited Partners executing an instrument.

14.7.2 Execution of Additional Documents.

Each Partner hereby agrees to execute all certificates, counterparts, amendments, instruments or documents that may be required by laws of the various jurisdictions in which the Partnership conducts its activities, to conform with the laws of such jurisdictions governing limited partnerships, or to comply with the terms of the limited partnership agreement of the Underlying Fund.

14.7.3 Limited Partner Information.

Each Limited Partner further agrees that, upon request by the General Partner, such Limited Partner shall provide all information and documentation in its possession or that can reasonably be obtained by it necessary or desirable for, or reasonably requested by, the General Partner, as applicable, for the purpose of complying with the disclosure obligations to the Underlying Fund, or to respond to any inquiries or requests regarding such Limited Partner made by (A) any potential limited partners or limited partners of the Underlying Fund or any parallel investment vehicles thereto, including, without limitation, state and municipal pension plans, (B) any governmental or quasi-governmental agency, (C) any regulatory or self-regulatory body and (D) any bank or other financial institution as reasonably required to obtain credit facilities or borrowings as described in 4.2 of this Agreement, or in each case above to update such information. Each Limited Partner understands and agrees that any such information and/or