

Proprietary and Confidential

Advisers Act) of any management agreement or other similar agreement, or (ii) any approvals required under the Advisers Act, including approvals required under Section 206(3) thereof) may be obtained by the General Partner sending notice to the Limited Partners of the requested consent or approval and instructing the Limited Partners who object to such consent or approval to notify the General Partner of their objection in writing within ten (10) Business Days after receipt of such request. In such case, Limited Partners who have not so objected to a proposed consent or approval request will be deemed to have consented to or approved any such request.

13.2 VOTING AND CONSENTS.

Whenever action is required by this Agreement to be taken by a specified percentage in interest of the Limited Partners, such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners whose Contributions represent the specified percentage of the aggregate Contributions of all Limited Partners at the time (including any negative consents pursuant to 13.1.5). Similarly, whenever action is required by this Agreement to be taken by a specified percentage in interest of a specified class or group of Limited Partners such action shall be deemed to be valid if taken upon the written vote or written consent of those Limited Partners of such class or group whose Contributions represent the specified percentage of the aggregate Contributions of all Limited Partners of such class or group at the time (including any negative consents pursuant to 13.1.5). For these purposes, a majority-in-interest shall mean a percentage in interest in excess of 50%, and Non-Voting Interests, if any, shall not be taken into account. Any limited partner interest held by the General Partner or any Defaulting Partner shall be deemed a Non-Voting Interest. For the avoidance of doubt, the General Partner intends to cause the Partnership to vote its interest in the Underlying Fund as a single interest.

ARTICLE 14 - ADMINISTRATIVE PROVISIONS**14.1 KEEPING OF ACCOUNTS AND RECORDS; CERTIFICATE OF LIMITED PARTNERSHIP.****14.1.1 Accounts and Records.**

- (a) At all times the General Partner shall cause to be kept proper and complete books of account, in which shall be entered fully and accurately the transactions of the Partnership. Such books of account shall be kept on the accrual method of accounting. The General Partner shall also maintain: (1) an executed copy of this Agreement (and any amendments hereto) as may be in effect from time to time; (2) the Certificate of Limited Partnership of the Partnership (and any amendments thereto) as may be in effect from time to time; (3) executed copies of any powers of attorney pursuant to which any document described in clause (1) or (2) has been executed by the Partnership; (4) the List of Partners; (5) copies of all tax returns filed by the Partnership for each of the prior three years; and (6) all financial statements of the Partnership for each of the prior three years.
- (b) Each Limited Partner shall be entitled to receive a copy of the signature page to this Agreement signed by such Limited Partner, and relevant information regarding, such Limited Partner, but, to the fullest extent permitted by law, shall not otherwise be entitled to receive or have access to the signature pages to this Agreement. In addition, the General Partner shall have the right in its discretion to keep confidential from the Limited Partners, for such period of time as the General Partner deems appropriate, any information which the General Partner reasonably believes to be in the nature of trade secrets or other information the disclosure of which the General Partner in good faith believes is not in the best interest of the Partnership or its business or any Limited