

If a financial advisor is instrumental in the sale of a limited partnership interest to a particular Limited Partner, the financial advisor may, in certain limited situations, charge such Limited Partner a sales charge, which will be fully disclosed by the financial advisor. The sales charge will be an amount up to 3% of a Limited Partner's investment in the Partnership, although the specific amount of the sales charge is not fixed and will be determined by the Limited Partner and its financial advisor. The sales charge will neither constitute an investment made by the Limited Partner nor form part of the assets of the Partnership. The sales charge is subject to the applicable limitations imposed by the rules and regulations of FINRA. Limited Partners who do not invest in the Partnership through such financial advisors will not be subject to any such sales charge. In no event will any sales charges be payable to the Partnership, the General Partner or the Investment Manager. The holders of Series Three and Series Four Interests will be charged an additional fee with respect to Series Three and Series Four Interests, payable to the financial advisors.

The General Partner or the Investment Manager may pay fees (including a portion of the Management Fee or Incentive Allocation) to persons (whether or not affiliated with the Investment Manager or the General Partner) who are instrumental in the sale of interests in the Partnership. Any such fees will in no event be payable by or chargeable to the Partnership or any Limited Partner or prospective Limited Partner. The receipt of such fees by such persons may create potential conflicts of interest for the person recommending the Partnership to such Limited Partner.

## **10. WITHDRAWALS; RETIREMENT; DISTRIBUTIONS**

### **Withdrawals of Capital and Retirement of Partners**

A Limited Partner may, upon at least 20 days prior written notice to the General Partner, withdraw all or any part of its capital account (i) with respect to Series One Interests, Series Three Interests and Series Four Interests, as of the last business day of any calendar quarter and (ii) with respect to Series Two Interests, as of the last business day of the calendar quarter occurring on or after the 12-month anniversary of the Limited Partner's initial investment for Series Two Interests and as of the last business day of any calendar quarter thereafter. For the avoidance of doubt, additional investments by a Limited Partner who holds Series Two Interests will not be subject to a lock-up after the lock-up period attributable to the Limited Partner's initial contribution for Series Two Interests expires. A notice of withdrawal must state the amount to be withdrawn or the basis on which such amount is to be determined. A Partner who elects to withdraw all of its capital account will be deemed to have retired as of the effective date of such withdrawal. A partially withdrawing Limited Partner will generally be paid within 30 days; provided however, that if a Limited Partner withdraws at least 90% of its Capital Account, it will be paid its withdrawal amount as if such Limited Partner were retiring from the Partnership. The General Partner, in its sole discretion, may waive the notice provisions and otherwise modify the conditions relating to withdrawal with regard to any Limited Partner.

The General Partner may withdraw all or any portion of its capital account as of the end of each quarter; provided, however, that the General Partner may not make a withdrawal if after such withdrawal the capital account of the General Partner would fall below the lesser of (i) 1% of the aggregate capital accounts of the Partnership or (ii) \$100,000.

It should be noted that other investment vehicles that invest in the Master Fund have withdrawal rights that differ from the withdrawal rights of the Partnership.

### **Mandatory Withdrawals**

The General Partner, in its sole discretion, may require any Limited Partner to withdraw all or any part of its capital account from the Partnership at any time on not less than 5 days' notice, such withdrawal to be effective on the date specified in such notice.