

*Proprietary and Confidential*

attorney), together with the General Partner, a counterpart signature page to this Agreement providing for such admission, which shall be deemed for all purposes to constitute an amendment to this Agreement providing for such admission but shall not require the consent or approval of any other Partner. The General Partner shall make any necessary filings with the appropriate governmental authorities and take such actions as are necessary under applicable law to effectuate such admission.

**3.3.3 Anti-Money Laundering Provisions.**

The Limited Partners acknowledge that the Partnership, the General Partner, the Underlying Fund and their respective Affiliates may be subject to certain anti-money laundering laws and related pronouncements and may otherwise be prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States government sanctions and embargo programs. In furtherance of the foregoing:

- (a) Each Limited Partner hereby agrees to ensure that:
  - (1) None of the monies that such Limited Partner will contribute to the Partnership shall be derived from, or related to, any activity that is deemed criminal under United States law or the law of the jurisdiction in which such activity took place; and
  - (2) No contribution or payment by such Limited Partner to the Partnership, to the extent that such contribution or payment is within such Limited Partner's control, and no distribution to such Limited Partner (assuming such distribution is made in accordance with instructions provided to the General Partner by such Limited Partner) shall cause the Partnership or the General Partner to be in violation of the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, the United States International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 or any other anti-money laundering laws or regulations, in each case as amended and any successor statute thereto and including all regulations promulgated thereunder (collectively, the "Anti-Money Laundering Laws").
- (b) Each Limited Partner: (1) shall promptly notify the General Partner if, to the knowledge of such Limited Partner, there has been any violation of 3.3.3(a); (2) shall provide the General Partner, promptly upon receipt of the General Partner's written request therefor, with any additional information regarding such Limited Partner or its beneficial owner(s) that the General Partner deems necessary or advisable in order to ensure compliance with the Anti-Money Laundering Laws or all applicable laws, regulations and administrative pronouncements concerning other criminal activities; and (3) understands and agrees that if, at any time, the requirements of 3.3.3(a) or (b) are not satisfied, or if otherwise required by the Anti-Money Laundering Laws or any applicable law or regulation related to other criminal activities, the General Partner may take any actions as it determines to be necessary or advisable to comply with all such applicable laws, regulations and pronouncements, including "freezing" such Limited Partner's Interest or causing the compulsory redemption or Transfer of such Limited Partner's Interest to another person or entity at no value.