

Proprietary and Confidential

The General Partner may, but shall not be obligated to, take such actions as it deems necessary and appropriate to mitigate, prevent or cure the adverse consequences of the assets of the Partnership constituting plan assets subject to the fiduciary standards of Part 4 of Title I of ERISA.

ARTICLE 5 - FEES AND EXPENSES**5.1 ORGANIZATIONAL EXPENSES.**

The Partnership shall reimburse the General Partner and its Affiliates for all Organizational Expenses incurred by any of them.

5.2 PARTNERSHIP EXPENSES AND MANAGEMENT FEE.**5.2.1 Payment of Expenses.****5.2.1.1 General.**

Subject to 5.2.1.2, the Partnership agrees to assume and pay all operating expenses attributable to the Partnership's activities (collectively, "Partnership Expenses") on the terms and conditions herein set forth.

5.2.1.2 Investment Manager Expenses.

The Investment Manager or its Affiliates shall bear only the following expenses: compensation of the employees of the Investment Manager or its Affiliates (as applicable); and the costs of providing clerical and related support services, office space and facilities, utilities and telephone.

5.2.1.3 Partnership Expenses.

Partnership Expenses borne by the Partnership shall include, without limitation: the Management Fee; Organizational Expenses; liquidation expenses of the Partnership; any sales or other taxes, fees or government charges which may be assessed against the Partnership; expenses and fees related to accounting, audits of the Partnership's books and records and preparation of the Partnership's tax returns and other third-party provider expenses, including expenses related to tax reporting including under the U.S. Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act ("FATCA") and under the Common Reporting Standard ("CRS"); costs of preparing and distributing financial statements and other reports to and other communications with the Partners, as well as costs of all governmental returns, reports and filings of the Partnership or General Partner; any costs or expenses in connection with the Partnership's admission to the Underlying Fund (including, the legal costs of completing subscription booklets and the Partnership's side letter, if any, with the Underlying Fund and any subsequent closing interest charged to the Partnership); extraordinary one-time expenses of the Partnership; all expenses relating to litigation and threatened litigation involving the Partnership, including indemnification expenses; commissions or brokerage fees or similar charges incurred in connection with the purchase or sale of securities; expenses attributable to normal and extraordinary investment banking, commercial banking, accounting, appraisal, legal and recording fees and expenses, administrative (including any fees and expenses of the Administrator or Custodian related to the Partnership or the General Partner), custodial and registration services provided to the Partnership and any expenses attributable to consulting services, including in each case services with respect to the proposed purchase or sale of securities by the Partnership that are not reimbursed by the issuer of such securities or others (whether or not any such purchase or sale is consummated); fees and expenses incurred in connection with or otherwise relating to the preparation of form documentation in respect of Transfers; fees and expenses incurred in respect of any arrangement to provide additional liquidity to