

Proprietary and Confidential

against the drafting party), it being understood that the parties to this Agreement are sophisticated and have had adequate opportunity and means to retain counsel to represent their interests and to otherwise negotiate the provisions of this Agreement. For purposes of the Delaware Act, the Limited Partners shall constitute a single class or group of limited partners. This Agreement or any amendment hereto may be signed in any number of counterparts, each of which when signed by the General Partner shall be an original, but all of which taken together shall constitute one agreement or amendment, as the case may be.

14.7.10 Arbitration.

Except as otherwise agreed to by the General Partner and a Limited Partner with respect to any particular controversy or claim, any controversy or claim arising out of or relating to this Agreement shall be settled through binding arbitration in accordance with the rules of the American Arbitration Association, and judgment upon an award arising in connection therewith may be entered in any court of competent jurisdiction. Any arbitration, mediation, court action, or other adjudicative proceeding arising out of or relating to this Agreement shall be held in New York City, New York or, if such proceeding cannot be lawfully held in such location, as near thereto as applicable law permits.

14.7.11 Side Letters.

Notwithstanding anything in this Agreement to the contrary, the General Partner may, in its sole discretion, enter into a letter agreement or side letter with one or more Limited Partners (each, a "Side Letter") providing that the terms of this Agreement are amended and/or supplemented with respect to such Limited Partner and, with respect to any such Limited Partner, the terms of such Side Letter shall be controlling, and the terms of this Agreement shall be deemed amended, modified and/or supplemented to the extent required to effectuate the provisions of such Side Letters. Other than as amended, modified and/or supplemented by such Side Letter, this Agreement shall remain in full force and effect with respect to such Limited Partner, and shall remain in full force and effect without any modification with respect to a Limited Partner who is not party to such Side Letter.

14.7.12 Entire Agreement.

This Agreement, the subscription agreements, the Side Letters and any other writing between any Limited Partners and the General Partner or the Investment Manager entered into in connection herewith, shall constitute the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and shall supersede any prior understanding or agreement, oral or written with respect thereto.

14.7.13 Bad Actor Disqualification Information.

The General Partner may from time to time conduct an inquiry of all Limited Partners whose Subscriptions equal or exceed 20% (or such lower percentage as necessitated by applicable law) of the Subscriptions of all Limited Partners (each, a "20% Holder") as to whether any 20% Holder is a "bad actor" within the meaning of Rule 506(d) under the Securities Act (a "Bad Actor"). If (a) any 20% Holder fails to provide any requested information to the General Partner within ten (10) Business Days after the date of the request therefor or (b) any 20% Holder indicates that it is a Bad Actor, then such 20% Holder agrees that (i) it shall not cast any vote in respect of any portion of its interest in the Partnership that represents 20% or more of the total Subscriptions of the Limited Partners, and (ii) the General Partner may take such actions as it deems appropriate with respect to such 20% Holder or otherwise in order to ensure that the Partnership may continue to rely on Rule 506 of Regulation D promulgated under the Securities Act. Notwithstanding the foregoing, the voting restrictions under this 14.7.13 shall cease as to