

Investor may formally withdraw Consent by writing (electronically or on paper) to Investor Relations at iCapital Network, 60 East 42<sup>nd</sup> Street, 26<sup>th</sup> Floor, New York, NY, 10165, or by e-mail at ir@icapitalnetwork.com. The withdrawal of Consent will be effective either on the date it is received by the Partnership, or on a subsequent date determined by the Partnership and communicated to the Investor within 60 days after the Partnership receives the withdrawal. The Partnership will confirm the withdrawal and the date on which it takes effect in writing. A withdrawal of Consent does not apply to a Schedule K-1 that was furnished electronically before the date on which the withdrawal takes effect.

(c) The Investor must inform the Partnership of any updated contact information, including e-mail address, mailing address and phone number, as soon as possible. The Partnership will inform the Investor of any change in the Partnership's contact information.

(d) The Investor will be required to confirm this Consent electronically through the iCapital Platform prior to accessing the Investor's Schedule K-1.

14. (v) Access to the internet, an e-mail address and Adobe®Reader® is required to access, print and retain the Schedule K-1. The Schedule K-1 may be required to be printed and attached to a Federal, State or local income tax return.

15. **General.** This Agreement (i) shall be binding upon the Investor and the legal representatives, successors and permitted assigns of the Investor, (ii) shall survive the admission of the Investor as a Limited Partner of the Partnership, (iii) shall not be assignable by the Investor without the prior written consent of the General Partner, and (iv) shall, if the Investor consists of more than one person or entity, be the joint and several obligation of all such persons or entities. Two or more duplicate originals of this Agreement may be executed by the undersigned and accepted by the Partnership, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the internal laws of the State of Delaware (without regard to its conflicts of laws). Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. Captions and headings in this Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

16. **Jurisdiction.** The courts of the State of New York shall have exclusive jurisdiction over any action, suit or proceeding with respect to this Agreement, and the Investor hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may have, whether now or in the future, to the laying of venue in, or to the jurisdiction of, any and each of such courts for the purposes of any such suit, action, proceeding or judgment and further waives any claim that any such suit, action, proceeding or judgment has been brought in an inconvenient forum, and the Investor hereby submits to such jurisdiction. The parties hereby agree that no punitive or consequential damages shall be awarded in any such action, suit or proceeding.

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THE INVESTOR MUST COMPLETE, SIGN AND DELIVER THE FOLLOWING LIMITED PARTNER SIGNATURE PAGE AND ALL APPLICABLE EXHIBITS TO THE GENERAL PARTNER

*PROPRIETARY AND CONFIDENTIAL*

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