

- (1) If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association, it has not been formed or used to circumvent the provisions of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and the Interest held by the Investor will be held of record by one person within the meaning of the Exchange Act Rule 12g5-1.
- (2) If the Investor is a trust or other entity, it will provide any additional documents or information that the Partnership or General Partner may reasonably request regarding its beneficial ownership.
- (3) The Investor (if an entity) was not formed or recapitalized and is not being utilized primarily for the purpose of making an investment in the Partnership, or has notified the General Partner in writing that it was formed or recapitalized and is being used for the purpose of making such investment..
- (4) As of the date hereof, the Investor² has not been subject to any event specified in Rule 506(d)(1) of the Securities Act or any proceeding or event that could result in any such disqualifying event ("Disqualifying Event") that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the Partnership's use of the Rule 506 exemption. The Investor will immediately notify the General Partner in writing if the Investor becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Investor becomes subject to a Disqualifying Event at any date after the date hereof, the Investor agrees and covenants to use its best efforts to coordinate with the General Partner (i) to provide documentation as reasonably requested by the General Partner related to any such Disqualifying Event and (ii) to implement a remedy to address the Investor's changed circumstances such that the changed circumstances will not affect in any way the Partnership's, the Underlying Fund's or their respective affiliates' ongoing and/or future reliance on the Rule 506 exemption under the Securities Act.

(o) **Power and Authority; No Conflicts.** If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association: (i) it is duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation; (ii) it has the requisite power and authority to execute and deliver this Agreement and the Partnership Agreement; (iii) the person signing this Agreement on behalf of the Investor has been duly authorized to execute this Agreement and the Partnership Agreement; and (iv) such execution, delivery and performance by the Investor of such agreements do not violate, or conflict with, the terms of any agreement or instrument to which the Investor is a party or by which it is bound. If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interest and to execute and deliver this Agreement and the Partnership Agreement and to perform its obligations hereunder and thereunder.

(p) **Due Execution; Binding Agreement.** This Agreement, the Partnership Agreement and the power of attorney granted hereby, have been duly executed by the Investor and, when the Investor is admitted as a Limited Partner, will constitute, valid and legally binding agreements of the

² For the purposes of this paragraph, references to the "Investor" shall include any person or entity ("Person") whose interest in, or relationship to, the Investor is deemed to make such Person or entity a beneficial owner of the Partnership's voting securities under Exchange Act Rule 13d-3 and within the meaning of Rule 506(d). Under Rule 13d-3, a Person is a beneficial owner of a security if, for among other reasons, such Person directly or indirectly has or shares (a) the power to vote or to direct the voting of such security and/or (b) the power to dispose of or direct the disposition of such security.