

described in “*Capital Commitments.*”

The Offshore Feeder LP Agreement will include indemnification provisions substantially similar to those described herein, and investors in the Offshore Feeder Fund will also indirectly, through the Offshore Feeder Fund, be bound by the indemnification provisions of the Onshore Feeder LP Agreement.

### **Exculpation**

No person or entity entitled to indemnification by the Onshore Feeder Fund will be liable to any Limited Partner or the General Partner for any act or failure to act on behalf of any Limited Partner or the General Partner unless such act or failure to act resulted from fraud, willful misfeasance or gross negligence of such person or entity.

The Offshore Feeder LP Agreement will include exculpation provisions substantially similar to those described herein, and Investors in the Offshore Feeder Fund will also indirectly, through the Offshore Feeder Fund, be bound by the exculpation provisions of the Onshore Feeder LP Agreement.

### **Voting**

Whenever the Limited Partners of the Onshore Feeder Fund are requested or required to vote on or approve any proposal, the Onshore Feeder Fund will solicit the consent of the Limited Partners and approve any such matter on the basis of the Interests held by each Limited Partner as provided in the Onshore Feeder LP Agreement. Whenever the Offshore Feeder Fund is requested or required to approve any proposal in respect of its Interest in the Onshore Feeder Fund, the Offshore Feeder Fund will solicit the consent of Investors in the Offshore Feeder Fund and approve any such matter on the basis of and in proportion to the Interest held by each Investor in the Offshore Feeder Fund as provided in the Offshore Feeder LP Agreement. Whenever the Onshore Feeder Fund is requested or required to vote on any matter as a limited partner of the Master Fund, the Onshore Feeder Fund will solicit the consent of the Limited Partners and approve any such matter approved by a majority in Interest of Limited Partners (based on Capital Commitments) that respond to the solicitation for consent. To the fullest extent permitted by law, if an instruction is not received from a Limited Partner with respect to the exercise of any such voting or consent rights, the proportionate share of the Onshore Feeder Fund’s interest in the Master Fund attributable to such Limited Partner will be voted in accordance with the voting instructions received from a majority in interest of those Limited