

the custodian of a Limited Partner shall be deemed not to be a Transfer within the meaning of this Section 10.1, *provided* that the Limited Partner affected by such change shall (i) notify the General Partner in writing of such change promptly and in no event later than 30 days after such event and (ii) provide the General Partner with such information concerning the new trustee or other fiduciary as the General Partner reasonably deems necessary to comply with anti-money laundering laws or regulations. The records of the Fund and the Register shall be changed by the General Partner to reflect the identity of the new trustee or other fiduciary upon receipt of such notice and the execution and delivery of such documents as the General Partner shall require in connection with such change. Pending the receipt of such notice and documentation, the Fund and the General Partner shall be entitled to rely on the Register for all purposes in connection with the affected Interest.

(g) Transfers of Interests of Natural Persons, Trusts, etc. If a Limited Partner is or becomes, at any time prior to the termination of the Fund (i) a natural person, (ii) a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the Code) as owned by a natural person or (iii) an entity disregarded for U.S. federal income tax purposes and owned (or treated as owned) by a natural person or a trust described in clause (ii) hereof, then, notwithstanding any other provision of this Agreement, the General Partner shall have full authority to form and operate an investment vehicle that is not treated as any of the Persons described in clauses (i), (ii) or (iii) above and transfer such Limited Partner's Interest to such investment vehicle. If requested by the General Partner, the Limited Partner shall execute any and all documents, opinions, instruments and certificates as the General Partner shall have reasonably requested or that are otherwise required to effectuate the foregoing. Notwithstanding the prior sentence, the General Partner and the Manager (on behalf of the General Partner) shall have the power to execute such documents on behalf of such Limited Partner as set forth in Section 12.2(h).

10.2 Subsequent Closing Partners.

(a) Conditions to Admission. Notwithstanding any provision to the contrary in this Agreement, the General Partner shall have full power and authority to schedule one or more additional closings on any date not later than the Final Admission Date to admit one or more Persons to the Fund or to any Parallel Fund or to allow any existing Partner or any partner in a Parallel Fund to increase its Commitment, or to increase its commitment to such Parallel Fund. Any Person admitted to the Fund after the Initial Closing and any Partner who increases its Commitment to the Fund, in each case pursuant to this Section 10.2, shall be referred to as a "Subsequent Closing Partner", and all references to the admission to the Fund and the Commitment of a Subsequent Closing Partner shall include the increase in the Commitment and the increased amount of the Commitment of a previously admitted Partner. Prior to admitting any Subsequent