

the consent of Limited Partners representing more than 50% of the aggregate Capital Commitments to the Onshore Feeder Fund, provided, that no such modification may alter any previously agreed-to indemnification obligations provided in the Onshore Feeder LP Agreement or the agreements described in this summary of terms absent written agreement of the indemnified parties.

**Removal of the
Investment Manager**

The General Partner shall, if so directed by the affirmative vote or resolution of Limited Partners representing more than 66% of the aggregate Capital Commitments to the Onshore Feeder Fund, upon not less than 30 days' prior written notice, remove the Investment Manager as investment manager of the Onshore Feeder Fund and substitute another party or parties in its place. In addition, pursuant to the investment management agreement between the Investment Manager and the General Partner, on behalf of the Onshore Feeder Fund, (i) the Investment Manager may resign with 60 days' prior written notice and (ii) the General Partner may remove the Investment Manager in its sole discretion.

**Removal of the General
Partner**

The General Partner is subject to removal as general partner of the Onshore Feeder Fund by the affirmative vote or resolution of Limited Partners representing more than 50% of the aggregate Capital Commitments to the Onshore Feeder Fund upon not less than 30 days' prior written notice. If the general partner of the Offshore Feeder Fund is removed as the general partner of the Onshore Feeder Fund, it shall also be removed as the general partner of the Offshore Feeder Fund.

Indemnification

The General Partner, the Investment Manager, any Placement Agent, the Administrator, the custodian, and any controlling person, affiliates, directors, members, officers, employees, delegates, agents, shareholders or legal representatives of any of them, will be indemnified by the Onshore Feeder Fund solely out of the separate assets of the Onshore Feeder Fund, including any assets from any recalled Distributions (see "*Capital Calls*"), against certain expenses or losses. However, as an investor in the Master Fund, the Onshore Feeder Fund (and indirectly the Limited Partners) will be obligated to fund certain indemnification obligations of the Master Fund, and such amounts will be callable from Limited Partners of the Onshore Feeder Fund to the full extent of the Onshore Feeder Fund's obligations to the Master Fund, subject to the limitations