

Alternative Vehicles	<p>The Manager will have the right in connection with any investment to direct the Advances of some or all of the Limited Partners to be made through one or more alternative investment vehicles (each, an "Alternative Vehicle") if, in the judgement of the Manager, the use of such vehicle or vehicles represents an appropriate structure for the Fund and would facilitate participation in certain types of investments. Any Alternative Vehicle generally will be governed by terms and conditions substantially similar to those of the Fund (except as may be advisable because of such legal, regulatory or tax constraints) and will be managed by the General Partner, the Manager or an affiliate thereof. The profits and losses of an Alternative Vehicle generally will be aggregated with those of the Fund for purposes of determining distributions by the Fund and such Alternative Vehicle, unless the General Partner or the Manager elects otherwise in its sole discretion based on a determination that such aggregation could increase the risk of any adverse tax or other consequences.</p>
Parallel Funds	<p>The General Partner or the Manager may establish one or more parallel funds (each a "Parallel Fund") to accommodate the investment requirements of certain investors. Any Parallel Fund documentation will contain terms and conditions substantially similar to those of the Fund and will be managed by the General Partner, the Manager or an affiliate thereof. Any Parallel Fund will be responsible for its <i>pro rata</i> share of expenses.</p>
Feeder Funds	<p>The General Partner or the Manager intends to establish one or more feeder funds which will invest in the Fund or a Parallel Fund (each a "Feeder Fund") to accommodate the investment requirements of certain investors. In certain respects, investors in a Feeder Fund will be treated as having invested directly in the Fund or the relevant Parallel Fund, as the case may be.</p>
Side Letters	<p>The General Partner or the Manager, without any further act, approval or vote of any Partner, may enter into side letters or other written agreements with one or more Limited Partners which have the effect of establishing additional rights (including, for example, reducing the General Partner's Share chargeable with respect to such Limited Partner), or altering or supplementing the terms of the Fund Partnership Agreement (each, a "Side Letter"). A Side Letter may include additional rights that are, or alter or supplement the terms of the Fund Partnership Agreement in a manner that is, more favourable to the recipient than those offered to any other Limited Partner, including with respect to (i) economic arrangements (including alternative fee or other compensation arrangements), (ii) opting out of particular investments, (iii) reporting obligations of the Fund, (iv) transfer to affiliates, (v) co-investment opportunities, (vi) withdrawal events, (vii) consent rights to certain Fund Partnership Agreement amendments, (viii) indemnification arrangements, (ix) dispute resolution processes or (x) any other matters described therein. If a Side Letter is entered into entitling a Limited Partner to opt out of a particular investment or withdraw from the Fund, any election to opt out or withdraw by such Limited Partner may increase each other Limited Partner's <i>pro rata</i> interest in that particular investment (in the case of an opt-out) or all future investments (in the case of a withdrawal), which may have an adverse effect on such Limited Partner's investment results.</p> <p>Any additional rights established, or any terms of the Fund Partnership Agreement altered or supplemented, in a Side Letter with a Limited Partner will govern solely with respect to such Limited Partner (but not any of such Limited Partner's assignees or transferees unless so specified in such side letter or otherwise agreed by the Manager) notwithstanding any other provision of the Fund Partnership Agreement. Any additional rights established, or any terms of the Fund Partnership Agreement altered or supplemented, in a Side Letter with a Limited Partner may generally be elected by any other Limited Partner having a Commitment equal to or greater than the Commitment of the Limited Partner to which such Side Letter was provided. Such election, however, will only be made after the Final Admission Date.</p>