

(vii) for all other purposes of this Agreement, the replacement general partner of the Fund shall be deemed to be the “General Partner” hereunder and shall be deemed to be admitted as the general partner of the Fund without any further action, approval or vote of any Person, including any other Partner, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of the Agreement, effective immediately prior to the removal of the replaced General Partner and shall continue the investment and other activities of the Fund without dissolution.

(b) Where either GP Ltd or GP LP is removed as general partner of the Fund pursuant to this Section 2.6, the other shall be removed automatically and the provisions of this Section 2.6 shall apply to it *mutatis mutandis*.

2.7 Bankruptcy, Dissolution or Withdrawal of the General Partner. In the event of the bankruptcy, commencement of winding up or dissolution of the General Partner or the occurrence of any other event that causes the General Partner to cease to be a general partner of the Fund under the Partnership Law, the Fund shall be wound up and dissolved as provided in Article XI and in accordance with the Partnership Law, unless the Fund is continued as a limited partnership in accordance with the Partnership Law, the General Partner transfers its Interest and the transferee is admitted as a replacement general partner of the Fund pursuant to Section 10.1(d) or the investment or other activities of the Fund are continued pursuant to Section 11.1(c). The General Partner shall take no action to accomplish its voluntary dissolution. The General Partner shall not withdraw as general partner of the Fund prior to the dissolution of the Fund except pursuant to Section 10.1(d).

2.8 Payment by the General Partner of its Private Debts. The General Partner undertakes to pay and discharge the private debts which it incurs which arise otherwise than by reason of, or in connection with, its acting in its capacity as the general partner of the Fund.

ARTICLE III

THE LIMITED PARTNERS

3.1 No Participation in Management; Voting, Notifications etc.

(a) No Participation in Management. No Limited Partner shall take part in the management of the Fund’s business or control any of the Fund’s investments or other activities, transact any business in the Fund’s name or have the power to sign documents for or otherwise bind the Fund. Except as expressly provided herein, no Limited Partner shall have the right to vote for the election, removal or replacement of the General Partner or the Manager. The exercise by any Limited Partner of any right conferred