

(i) the Limited Partner that proposes to effect such Transfer (a “Transferor”) or the Person to whom such Transfer is to be made (a “Transferee”) shall have paid all expenses incurred by the Fund, the General Partner or the Manager in connection therewith (whether or not such proposed Transfer is consummated);

(ii) the General Partner shall have been given at least 30 Business Days prior written notice of the proposed Transfer;

(iii) the Transferee shall be a legal person and a “professional client” (as such term is defined in the FCA Rules) and the Fund shall have received from the Transferee and, in the case of clause (C) below, from the Transferor to the extent specified by the General Partner, (A) such assignment agreement and other documents, instruments and certificates as may be reasonably requested by the General Partner, pursuant to which such Transferee shall have agreed to be bound by this Agreement, (B) a certificate or representation to the effect that the representations set forth in the Deed of Adherence of such Transferor are (except as otherwise disclosed to and consented to by the General Partner) true and correct with respect to such Transferee as of the date of such Transfer and (C) such other information, documents, opinions, instruments and certificates as the General Partner shall have reasonably requested;

(iv) such Transfer shall not require registration under the Securities Act or the securities laws of any of the states of the United States of America or violate any provision of FSMA or any applicable non-U.S. securities laws;

(v) the Transferee shall be a Person that is a “qualified purchaser” as such term is defined in section 2(a)(51) of the Investment Company Act;

(vi) such Transfer shall not require any of the Manager, the General Partner or any Affiliate of the Manager or the General Partner to register as an investment adviser under the Advisers Act if such Person is not already so registered;

(vii) such Transfer shall not require the Fund to register as an investment company under the Investment Company Act;

(viii) such Transfer would not cause the Fund to be treated as a corporation for U.S. federal income tax purposes;

(ix) such Transfer shall not violate either this Agreement or the laws, rules or regulations of any state or any governmental authority applicable to the Transferor, the Transferee or such Transfer;