

(d) No Impact on Side Letters, Etc. The provisions of this Section 12.1 do not apply to rights established under, or alterations or supplements to the terms hereof made pursuant to, side letters or other written agreements entered into in accordance with Section 13.13.

(e) Execution of Amendments. Upon obtaining such approvals as are required by this Agreement and without further action or execution by any other Person, including any Limited Partner, any amendment to this Agreement may be included in a revised version of this Agreement by a deed executed solely by the General Partner (or the Manager as the case may be).

12.2 Power of Attorney. Each Limited Partner does hereby irrevocably constitute and appoint GP Ltd and the Manager, or the successor thereof as general partner or manager, as the case may be, of the Fund and their respective officers, with full power of delegation and/or substitution (so that GP Ltd and/or the Manager may appoint a delegate to act as an additional attorney of such Limited Partner), the true and lawful attorney and agent of such Partner, to execute, acknowledge, verify, swear to, deliver, record and file, acquire or obtain, in its or its assignee's name, place and stead, all instruments, documents, forms, certificates and identification or reference numbers that may from time to time be reasonably required by the laws of any part of the United Kingdom, the United States of America, any other jurisdiction in which the Fund conducts or plans to conduct business, or any political subdivision or agency thereof, to effectuate, implement and continue the valid existence and investment and other activities of the Fund, including the power and authority to execute, verify, swear to, acknowledge, deliver, record and file:

(a) all forms, applications, certificates and other instruments, including any amendments to this Agreement, that GP Ltd reasonably determines to be appropriate to (i) form, qualify or continue the Fund as a limited partnership in England and Wales and protect the limited liability of the Limited Partners in all jurisdictions in which the Fund conducts or plans to conduct business, (ii) admit such Partner as a Limited Partner and (iii) obtain any necessary identification or reference numbers needed to enable the Fund to make such filings as are desirable or required by law or by any regulatory or tax authority;

(b) all instruments that GP Ltd reasonably determines to be appropriate to reflect any amendment to this Agreement (i) to satisfy any requirements, conditions, guidelines or opinions contained in the Act or the laws of any part of the United Kingdom or in any opinion, directive, order, ruling or regulation of the Securities and Exchange Commission, the Internal Revenue Service, or any other U.S. federal or state or non-U.S. governmental agency, the FCA, or in any U.S. federal or state or non-U.S. statute, rule or regulation compliance with which GP Ltd deems to be in the best interest of the Fund, (ii) to change the name of the Fund or (iii) to cure any ambiguity or correct or supplement any provision hereof that may be incomplete or inconsistent with any other provision