

new address for notices by giving written notice to that effect to each of the Limited Partners. Unless otherwise specifically provided in this Agreement, a notice given in accordance with the foregoing clause (a) shall be deemed to have been effectively given three Business Days after such notice is mailed by registered or certified first class mail, return receipt requested, and one Business Day after such notice is sent by Federal Express or other one-day service provider, to the proper address, or at the time delivered when delivered in person or by private courier. Any notice to the General Partner or to a Limited Partner by fax, email or other electronic means shall be deemed to have been effectively given when sent and confirmed in such manner as the General Partner deems appropriate under the circumstances.

13.2 Interpretation. In this Agreement, unless the contrary intention appears:

(a) words in the singular include the plural and words in the plural include the singular;

(b) references herein to any statute, statutory instrument, governmental regulation or EU Directive shall be deemed to include any modification, amendment, extension or re-enactment thereof;

(c) references to “include” or “including” (or any similar term) are not to be construed as implying any limitation and general words shall not be given a restrictive meaning by reason of the fact that they are followed by specific examples that are intended to be embraced by the general words and shall not be construed as, nor take effect as, limiting the generality of any earlier words;

(d) references in this Agreement to any agreement or document (including this Agreement) shall be deemed to include references to such agreement or document as varied, amended, supplemented or replaced from time to time; and

(e) references to any English legal term or legal concept shall in respect of any jurisdiction other than England and Wales be deemed to include that which most approximates in that jurisdiction to such English legal term or legal concept.

13.3 Table of Contents and Headings. The table of contents and the headings of the articles, sections and subsections of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute a part hereof or affect the interpretation hereof.

13.4 Successors and Assignees. This Agreement shall inure to the benefit of the Partners, the Initial Limited Partner and the Covered Persons, and shall be binding upon the parties, and, subject to Section 10.1, their respective successors, permitted assignees and, in the case of individual Covered Persons, heirs and legal representatives.