

13.12 Waiver of Partition. Except as may otherwise be provided by law in connection with the dissolution, winding up and liquidation of the Fund, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action (whether in law or equity) for partition with respect to all or any of the Fund's property.

13.13 Entire Agreement; Most Favoured Nations Provision.

(a) This Agreement and the Deeds of Adherence constitute the entire agreement among the Partners and between the Partners and the Initial Limited Partner with respect to the subject matter hereof and supersede any prior agreement or understanding among them with respect to such subject matter. The representations and warranties of the Fund and the Limited Partners in, and the other provisions of, the Deeds of Adherence shall survive the execution and delivery of this Agreement. Notwithstanding Section 12.1 or any other provision of this Agreement or any provision of any Deed of Adherence, in addition to this Agreement and the Deeds of Adherence, the Limited Partners hereby acknowledge and agree that the General Partner or the Manager, on its or their own behalf or on behalf of the Fund, may at any time enter into side letters or other written agreements to or with any Limited Partner (or investor in a Feeder Fund or a Parallel Fund (including its feeder funds)) without the consent, act, approval or vote of any Person, including any other Limited Partner, that have the effect of establishing rights under, or altering or supplementing the terms of, this Agreement and any Deed of Adherence or the corresponding constitutional or subscription document of any Feeder Fund or Parallel Fund (including its feeder funds) (each such side letter or other written agreement, other than any side letter or other written agreement entered into with an Executive Fund Partner, a "Side Letter"). The Limited Partners hereby further agree that the terms of any such Side Letter shall govern with respect to such Limited Partner (or investor in a Feeder Fund or a Parallel Fund (including its feeder funds)) notwithstanding the provisions of this Agreement or any of the Deeds of Adherence, but not with respect to any of such Limited Partner's or such investor's assignees or transferees, unless otherwise agreed by the Manager. The General Partner shall provide to the Limited Partners a compendium of the operative terms of all such Side Letters entered into on or before the Final Admission Date no later than 30 days after the Final Admission Date, and shall promptly deliver to the Limited Partners a compendium of the operative provisions of any Side Letter entered into after the Final Admission Date. None of the General Partner, the Manager, the Fund, or any Affiliate of the General Partner or the Manager has entered into or agreed to enter into, or will enter into, any Side Letter except as disclosed, including disclosure by way of a compendium of the operative provisions, to the Limited Partners in writing (which may be by electronic transmission) within 30 days after the Final Admission Date.

(b) Subject to Sections 13.13(d) and 13.13(e), with respect to each Limited Partner (other than a Feeder Fund) (an "Eligible Investor"), if any Side Letter has the effect of establishing rights or otherwise benefitting any other Limited Partner (or