

(b) The Investment Manager may adjust the Value of any property or security if, having regard to currency, applicable rate of interest, maturity, marketability and other considerations it deems relevant, it considers that such adjustment is required to reflect the fair value thereof.

## ARTICLE 8

### MANAGEMENT

**Section 8.01. Authority of the General Partner.** (a) Subject to the limitations set forth in this Section 8.01, the General Partner is hereby vested with the right, power and discretion to manage the business and affairs of the Partnership, to make all decisions affecting the business and affairs of the Partnership and to take such actions as it deems necessary or appropriate to accomplish the purposes of the Partnership as set forth herein. Subject to the limitations set forth in this Section 8.01, the General Partner shall have all of the rights and powers of a general partner of a limited partnership under the Act and otherwise as provided by law. It is understood that none of the Master Fund General Partner, the Second Master Fund General Partner or any of their respective Affiliates will manage, control or advise the Partnership.

(b) Whenever the Limited Partners of the Partnership are requested or required to vote on or approve any proposal, the General Partner will solicit the Consent of the Limited Partners and approve any such matter, as instructed by the Limited Partners in the same proportion as voted by the Limited Partners on the basis of the Interests held by each Limited Partner. For the avoidance of doubt, the Offshore Feeder Fund and any other feeder fund that is a Limited Partner, shall be allowed to vote its Interests on a fractional basis, as per the instructions of the limited partners or members of the Feeder Fund or other feeder fund. Whenever the Partnership has voting or consent rights with respect to its interest in the Master Fund, the Investment Manager will solicit instructions from the Limited Partners prior to exercising such rights on behalf of the Partnership. The Investment Manager will not cast a divided vote on behalf of the Partnership and will instead cast a single vote with respect to the Partnership's entire interest based on the preferences expressed by a majority in Interest of the votes received from Limited Partners following any solicitation (based on Capital Commitments). To the fullest extent permitted by law, each Limited Partner agrees that if an instruction is not received from such Limited Partner with respect to the exercise of any such voting or consent rights, the portion of the interest held by the Partnership in the Master Fund that corresponds to the Percentage Interest attributable to such Limited Partner shall be voted in accordance with the voting instructions received from a majority in Interest of those Limited Partners (based on Capital Commitments) that responded to the solicitation for instructions.

(c) In entering into this Agreement and fulfilling its obligations hereunder, the General Partner is acting solely in its capacity as general partner of the Partnership.

**Section 8.02. Duties of the General Partner.** The General Partner shall be required to devote to the Partnership only so much time as shall be necessary to conduct the Partnership business and affairs in an appropriate manner.