

the Partnership, any other Limited Partner, the General Partner, the Investment Manager or any of their Affiliates.

## ARTICLE 12

### AMENDMENTS

**Section 12.01.** *Adoption of Amendments; Limitations Thereon.* (a) *Amendment with Approval of Limited Partners.* Except as otherwise provided in this Agreement, this Agreement is subject to amendment by the General Partner only with the Consent of a Majority in Interest of the Limited Partners; *provided, however,* that no amendment to this Agreement may:

- (i) modify the purposes of the Partnership without the Consent of all Limited Partners;
- (ii) increase the Capital Commitment of any Limited Partner, modify the limited liability of any Limited Partner, or increase in any material respect the liabilities or obligations of any Limited Partner, in each case, without the Consent of each such affected Limited Partner;
- (iii) amend Section 3.03 or this Section 12.01(a) without the Consent of all Limited Partners; or
- (iv) alter any previously agreed-to indemnification obligations provided under this Agreement without the written agreement of the applicable Indemnified Person(s).

(b) *Amendments by General Partner.* Notwithstanding the limitations of Section 12.01(a), the General Partner, from time to time, without the Consent of any of the Limited Partners may make any amendment to this Agreement that (i) does not materially prejudice the interests of any Limited Partner, does not operate to release to any material extent the General Partner from any responsibility to the Limited Partners, and will not result in any material increase in the amount of costs and charges payable from the Partnership's assets, (ii) is effected to correct manifest errors or inconsistencies, (iii) is necessary to admit one or more additional Limited Partners, or withdraw one or more Limited Partners, in accordance with the terms of this Agreement, (iv) is effected to grant Limited Partners the rights necessary for the assets of the Partnership not to be subject to consolidation for financial reporting purposes with the Investment Manager or any of its Affiliates, (v) is necessary in order to comply with any fiscal, statutory or official requirement (whether or not having the force of law), (vi) is effected to correct any inconsistencies with the Master Fund LPA, (vii) does not have a material adverse effect on the Limited Partners or (viii) addresses changes in financial, regulatory or tax legislation, including addressing implementation of regulations or rules related to FATCA, which amendment may include reorganizing or reconstituting the Partnership, but only to the extent such amendment does not materially adversely affect the economic returns of the Limited Partners; *provided,* that no such amendment shall impose upon any Limited Partner any obligation to make any payment beyond its Capital Commitment or to accept any liability in respect thereof, except as provided in this Agreement. In addition, the General Partner, without the Consent of any of the Limited Partners may (x) make any appropriate modifications if unanticipated events might otherwise cause this Agreement not to comply with Section 704(b) of