

additional Limited Partners or substituted Limited Partners or the admission of a replacement General Partner; (iv) all conveyances and other instruments or documents deemed necessary by the General Partner, the Investment Manager or any liquidating General Partner to effect the dissolution or termination of the Partnership; (v) all other agreements and instruments deemed necessary by the General Partner or the Investment Manager to consummate the Partnership's investments; (vi) any certificate of fictitious name, if required by law, for the Partnership; and (vii) such other certificates or instruments as may be required under the laws of Delaware or any other jurisdiction, or by any regulatory agency, as the General Partner or the Investment Manager may deem necessary or advisable.

Section 15.02. *Nature of Power.* The power of attorney granted pursuant to Section 15.01 above:

(a) is granted to secure the performance of the obligations of each of the Limited Partners under this Agreement, shall be irrevocable and shall survive and shall not be affected by the subsequent Incapacity of any Limited Partner;

(b) may be exercised by the Attorney, either by signing separately as attorney-in-fact for each Limited Partner or by a single signature of the Attorney, acting as attorney-in-fact for all of them; and

(c) shall survive the assignment by a Limited Partner of the whole or any fraction of its Interest; except that, where the assignee of the whole of such Limited Partner's Interest has been approved by the General Partner for admission to the Partnership or a Parallel Investment Entity, as applicable, as a substituted Limited Partner, the power of attorney of the assignor shall survive the delivery of such assignment for the sole purpose of enabling the Attorney to execute, swear to, acknowledge and file any instrument necessary or appropriate to effect such substitution.

Section 15.03. *Further Documents.* Each Limited Partner shall execute and deliver to the Partnership within fifteen (15) days after receipt of the General Partner's request therefor such further designations, powers of attorney and other instruments as the General Partner reasonably deems necessary to carry out the terms of this Agreement or the agreement of any Parallel Investment Entity.

ARTICLE 16

GENERAL PROVISIONS

Section 16.01. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including a facsimile, electronic mail or similar writing) and shall be given (i) if to the Partnership or the General Partner, at the address specified in Section 2.03 of this Agreement; (ii) if to the Investment Manager, at the address specified in the Investment Management Agreement; and (iii) if to a Limited Partner, at the Limited Partner's address or facsimile number and to the attention of the Person(s), if any, set forth in the Partnership's records, or by means of a posting on a password-protected website maintained by the Partnership or its Affiliates; or at such other address or facsimile number and to the attention of such other Person(s) as such party may hereafter specify by notice to the General Partner and the