

Proprietary and Confidential

behalf of the Partnership, or to determine any fact or circumstance bearing upon the existence of the authority of the General Partner.

- (b) Without limiting 3.4.1, but subject to the other provisions of this Agreement, the General Partner shall have the power on behalf and in the name of the Partnership to implement the objectives of the Partnership and to exercise any rights and powers the Partnership may possess, including without limitation, (i) the power to cause the Partnership to make any elections available to the Partnership under applicable tax or other laws (other than elections specifically prohibited by 14.6.1), and (ii) the power to determine the timing of when to cause the Partnership to hold and/or sell any securities, including Freely Tradable Securities, in its sole discretion.
- (c) Notwithstanding any other provision of this Agreement, without the consent of any Limited Partner or other Person being required, the Partnership is hereby authorized to execute, deliver and perform, and the General Partner on behalf of the Partnership and itself, as applicable, is hereby authorized to execute and deliver (i) a subscription agreement with each Limited Partner, (ii) an administration services agreement with the Administrator, (iii) the Management Agreement with the Investment Manager, (iv) any document in connection with opening any bank or escrow account on behalf of the Partnership, (v) subscription documents and other instruments necessary or appropriate in connection with the Partnership's investment in the Underlying Fund, (vi) any agreement with a custodian to hold the assets of the Partnership, (vii) any documents related to the disposition of the assets of the Partnership including its interest in the Underlying Fund, (viii) any documents related to liquidity arrangements for Partnership Interests, (ix) any agreement, document or other instrument contemplated by or related to any of (i) through (viii) above or otherwise contemplated by this Agreement and (x) any amendment of any such document in accordance with the terms of this Agreement. The General Partner is hereby authorized to enter into the documents described in the preceding sentence on behalf of the Partnership, but such authorization shall not be deemed a restriction on the power of the General Partner to enter into any other documents on behalf of the Partnership.
- (d) Notwithstanding any other provision of this Agreement, without the consent of any Limited Partner or other Person being required, the General Partner is hereby authorized to disclose nonpublic information of a Limited Partner to the Underlying Fund and the Partnership's accountants, attorneys and other service providers to effect, administer and enforce the Partnership and its Partners' rights and obligations, or as otherwise may be required by applicable law, rule or regulation.

3.4.3 Outside Business.

Nothing contained in this Agreement shall limit the rights of the General Partner, the Investment Manager or any of their respective Affiliates, including any director, officer or employee of such Person, to engage in or possess an interest in or provide advice to other investments, business ventures or Persons of any kind or description, independently or with others, similar or dissimilar to the investments or business of the Partnership or the Underlying Fund, including business ventures or Persons which compete, directly or indirectly, with the Partnership or the Underlying Fund, or from engaging in other activities for profit, and any of them may, in the future, engage in or provide advice to such investments, business ventures or Persons. Neither the Partnership nor the Limited Partners will have any rights or interests in such other investments, business ventures or Persons or the income or profits derived therefrom by virtue of this Agreement or by reason of the acquisition of Interests, and neither the General Partner, the Investment