

Proprietary and Confidential

- (c) Each Limited Partner acknowledges and agrees that (1) the Partnership or the General Partner may release confidential information regarding such Limited Partner and, if applicable, any of its beneficial owners, or provide such confidential information to the Underlying Fund such that they may release such confidential information, in each case to governmental authorities if the General Partner or the general partner of the Underlying Fund, as applicable, in their sole discretion, determine that releasing such information is in the best interest of the Partnership and/or the Underlying Fund in light of any regulations or administrative pronouncements promulgated under the laws referred to in 3.3.3(b)(2), and (2) the General Partner, without the consent of any Limited Partner and notwithstanding any other provision of this Agreement, may amend any provision of this Agreement in order to effectuate the intent of this 3.3.3.
- (d) Notwithstanding any other provision of this Agreement or of any Limited Partner's subscription agreement, the General Partner, on its own behalf or on behalf of the Partnership, may, in its sole discretion and without the approval of any Limited Partner or any other Person, agree in writing with any Limited Partner to alternate representations and covenants of such Limited Partner reasonably designed to ensure compliance with applicable Anti-Money Laundering Laws and other criminal laws, regulations and administrative pronouncements and government sanctions, and thereby expressly waive compliance with all or any part of this 3.3.3 with respect to such Limited Partner. The Partners agree that any terms contained in such writing to or with a Limited Partner shall govern with respect to such Limited Partner notwithstanding the provisions of this Agreement or of any subscription agreement.
- (e) Notwithstanding any other provision of this Agreement to the contrary, the General Partner in its own name and on behalf of the Partnership, acting alone, shall be authorized without the consent of any Limited Partner, to take such action as it determines to be necessary or advisable to comply with any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, including the actions contemplated by the subscription agreements and in connection with actions contemplated by the governing documents of the Underlying Fund.

3.4 MANAGEMENT AND CONTROL OF PARTNERSHIP.**3.4.1 Management by General Partner.**

The management, policies and control of the Partnership shall be vested exclusively in the General Partner, who shall have the rights, powers and obligations required to be vested in or assumed by a general partner of a limited partnership under the Delaware Act and otherwise as provided by law. Except as otherwise expressly provided in this Agreement or by law, the General Partner is hereby vested with the full, exclusive and complete right, power and discretion to operate, manage and control the affairs of the Partnership (and to delegate the management and operation of the Partnership to the Investment Manager on the terms set forth in the Management Agreement) and to make all decisions affecting Partnership affairs, as deemed proper, convenient or advisable by the General Partner to carry on the business of the Partnership as described in 2.3.

3.4.2 Powers of General Partner.

- (a) No Person, in dealing with the General Partner, shall be required to determine the General Partner's authority to make any commitment or engage in any undertaking on