

or, in the case of Confidential Information relating to another Member, such other Member, with prompt written notice so that the Fund or Member, as the case may be, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, and such Member will use commercially reasonable efforts, at the request of the Fund and at the Fund's expense, to cooperate with the Fund or Member, as the case may be, in any effort any such Person undertakes to obtain a protective order or other remedy. In the event that such protective order or other remedy is not sought or obtained, or that the Fund or Member, as the case may be, waives compliance with the provisions of this Article XVI, such Member and its Representatives will furnish only that portion of the Confidential Information which is required and will exercise all reasonable efforts to obtain reasonably reliable assurance that the Confidential Information will be accorded confidential treatment.

17. MISCELLANEOUS

17.1 Notice. Notice to any Member shall be sent to such Member at its address, as such Member shall designate in writing to the Manager. Any notice to the Fund or the Manager shall be sent to the address of the Fund's principal place of business as set forth in Section 1.4 hereto or to such other address as the Manager shall designate in writing to the Members. Each consent, notice, order and other communication required or permitted to be given under this Agreement shall be in writing, shall be effective upon receipt (whether or not such receipt is acknowledged or confirmed by the Member) and shall be delivered personally, by recognized overnight delivery service, by registered or certified mail, return receipt requested, or by e-mail or facsimile transmission with electronic or other confirmation of receipt.

17.2 Governing Law. It is the intention of the Manager and the Members that the laws of the Cayman Islands (excluding the conflicts of law provisions thereof), as the same may be amended from time to time, shall govern the validity of this Agreement, the construction of its terms, interpretation of the rights and duties of the Manager and the Members, and all disputes arising from any of the foregoing.

17.3 Venue; Waiver of Jury Trial.

17.3.1 Each Member and the Manager, on behalf of itself and/or the Fund, hereby (i) agrees that any and all litigation arising out of this Agreement shall be conducted only in courts located in New York, New York, (ii) agrees that such courts shall have the exclusive jurisdiction to hear and decide such matters, (iii) expressly waives any right to a trial by jury in any action or proceeding to enforce or defend any right, power or remedy under or in connection with this Agreement or arising from any relationship existing in connection with this Agreement, and (iv) agrees that any such action shall be tried before a court and not before a jury.

17.3.2 Each Member hereby submits to the personal jurisdiction of such courts described in Sections 17.3.1 and waives any objection such Member may now or hereafter have to venue or that such courts are inconvenient forums.

17.4 Entire Agreement. This Agreement, together with any other agreement referred to herein, shall constitute the entire agreement between the Members, the Manager and the Fund with respect to the subject matter hereof, and shall supersede any prior agreement or understanding, oral or written, relating to the Fund.

17.5 Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be considered part of or affect the interpretation of this Agreement.