

Except as provided in this Sec. 8.04, an Interest held by a Limited Partner as a Non-Voting Interest shall be identical in all regards to all other Interests held by Limited Partners.

Sec. 8.05 Non-Voting Interests of Registered Fund Limited Partners. A Limited Partner Interest owned by an investment fund registered as an investment company under the Company Act (a "Registered Fund Limited Partner"), or by an affiliate of a Registered Fund Limited Partner, or by a person controlling, controlled by or under common control with a Registered Fund Limited Partner, shall be a Non-Voting Interest; provided, however, that such Non-Voting Interest shall be permitted to vote on matters with respect to which voting rights are not considered to be "voting securities" as defined under Section 2(a)(42) of the Company Act.

Except as provided in this Sec. 8.05, an Interest held by a Registered Fund Limited Partner as a Non-Voting Interest shall be identical in all regards to all other Interests held by Limited Partners.

Sec. 8.06 Choice of Law. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed under the laws of the State of Delaware applicable to contracts made and to be entirely performed in such state and, without limitation thereof, that the Act as now adopted or as may be hereafter amended shall govern the partnership aspects of this Agreement.

Sec. 8.07 Tax Elections. The General Partner may, in its sole discretion, cause the Partnership to make or revoke any tax election that the General Partner deems appropriate, including without limitation an election pursuant to Section 754 of the Code.

Sec. 8.08 No Third Party Rights. Except for the provisions of Sec. 2.06, the provisions of this Agreement, including, without limitation, the provisions of Sec. 1.05 and Sec. 5.02, are not intended to be for the benefit of any creditor or other person (other than the Partners in their capacities as such) to whom any debts, liabilities or obligations are owed by (or who otherwise have a claim against or dealings with) the Partnership or any Partner, and no such creditor or other person shall obtain any rights under any of such provisions (whether as a third party beneficiary or otherwise) or shall by reason of any such provisions make any claim in respect to any debt, liability or obligation (or otherwise) including any debt, liability or obligation pursuant to Sec. 1.05, against the Partnership or any Partner.

Sec. 8.09 Confidentiality. In connection with the organization of the Partnership and its ongoing business, the Limited Partners will receive or have access to confidential proprietary information concerning the Partnership, the Management Company and/or the General Partner, including, without limitation, portfolio positions, valuations, information regarding potential investments, financial information, trade secrets and the like (the "Confidential Information"), which is proprietary in nature and non-public. No Partner, nor any affiliate of any Partner, shall disclose or cause to be disclosed any Confidential Information to any person nor use any Confidential Information for its own purposes or its own account, except in connection with its investment in the Partnership and except as otherwise required by any regulatory authority, law or regulation, or by legal process. Notwithstanding anything to the