

General Partner, in its sole discretion, determines that it is in the best interests of the Partnership in light of relevant rules, regulations and administrative pronouncements under the laws set forth in this Section 2(aa).

(bb) **Confidentiality.** The Investor shall maintain the confidentiality of (i) the Non-Public Information (as defined below) and (ii) any information subject to a confidentiality agreement binding upon the General Partner, the Partnership or the Investment Manager and made known to the Investor; provided that the Investor may disclose Non-Public Information to (A) its officers, fiduciaries, employees, agents, consultants, auditors, counsel or other professional advisors or (B) to the extent the Investor is required to disclose such Non-Public Information by a court of competent jurisdiction or other governmental authority or otherwise as required by law, provided that (x) in the case of clause (A), such persons are notified in advance of the confidential nature of such Non-Public Information, and who are, either by the nature of their positions or duties or pursuant to written agreement, subject to substantially equivalent restrictions and (y) in the case of clause (B), the Limited Partner promptly, and in any event prior to making any such disclosure, notifies the General Partner of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Partnership Information so that the General Partner may seek a protective order or other remedy to protect the confidentiality of the Non-Public Information or other appropriate remedy. As used in this Section 2(bb), "Non-Public Information" means Partnership Information, but does not include information that (i) becomes publicly available (other than by reason of a disclosure by the Investor) or (ii) the disclosure of which has been consented to by the General Partner in writing. The Investor hereby acknowledges and agrees that Non-Public Information contains trade secrets and is proprietary and understands that the disclosure of such Non-Public Information is not in the best interest of the Partnership or the Underlying Fund and the disclosure of such Non-Public Information would cause substantial harm and damages to the Partnership, the Underlying Fund and their respective affiliates. Notwithstanding the foregoing, the Investor and the Investor's employees, representatives and other agents, may disclose to their professional advisors (including, without limitation, their attorneys and accountants) or to the U.S. Internal Revenue Service or other U.S. taxing authority, without limitation of any kind, the U.S. federal and state income and franchise tax treatment and U.S. federal and state income and franchise tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to the Investor relating to such tax treatment or tax structure insofar as such treatment and/or structure relates to a U.S. federal or state income or franchise tax strategy provided to the Investor, provided, however, that the Investor (and no employee, representative or other agent thereof) shall not disclose any other information that is not relevant to understanding the tax treatment or tax structure of such transaction (including the identity of the party and any information that could lead another to determine the identity of any party) or any other information to the extent that such disclosure could reasonably result in violation of any U.S. federal or state securities law.

(cc) **FOIA.** Except to the extent otherwise disclosed to the General Partner and acknowledged by the General Partner in writing prior to its admission to the Partnership, the Investor represents that it is not a FOIA Partner (as defined herein). The Investor agrees to provide prompt written notice to the General Partner if at any time during the term of the Partnership (i) it becomes a FOIA Partner, or (ii) it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it or any of its equity holders will, or might become compelled to, use the Partnership Information other than as contemplated by Section 14.8.8 of the Partnership Agreement or disclose Partnership Information in violation of the confidentiality restrictions in Section 14.7.8 of the Partnership Agreement. For purposes of this Agreement, a "FOIA Partner" shall mean any Investor that is (A) directly or indirectly subject to either section 552(a) of Title 5, United States Code (commonly known as the "Freedom of Information Act") or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic; (B) subject, by regulation, contract or otherwise, to disclose Partnership Information to a trading exchange or other market where interests in such person are sold or traded, whether foreign or domestic; (C) required to or will likely be required to disclose Partnership Information to a governmental body, agency or

PROPRIETARY AND CONFIDENTIAL