

*Proprietary and Confidential*

documentation may be provided, without the consent of such Limited Partner, to the requesting potential limited partner or limited partner of the Underlying Fund or any parallel investment vehicles thereto, governmental or quasigovernmental agency, regulatory or self-regulatory body or bank or other financial institution.

**14.7.4 Binding on Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, permitted assigns and legal representatives of the parties hereto.

**14.7.5 Governing Law and Remedies for Breach.**

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware. In determining what action, if any, shall be taken against a Limited Partner in connection with such Limited Partner's breach of this Agreement, the General Partner shall seek to obtain the best result (as determined by the General Partner in its sole discretion) for the Partnership and the other Partners. Each Limited Partner hereby specifically agrees that, in the event such Limited Partner violates the terms of this Agreement, such Limited Partner shall not be entitled to claim that the Partnership or any of the other Partners are precluded, on the basis of any fiduciary or other duty arising in respect of such Limited Partner's status as such, from seeking any of the penalties or other remedies permitted under this Agreement or applicable law.

**14.7.6 Waiver of Partition.**

Each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the Partnership's property.

**14.7.7 Securities Law Matters.**

Each Partner understands that in addition to the restrictions on transfer contained in this Agreement, it must bear the economic risks of its investment for an indefinite period because the Partnership interests have not been registered under the Securities Act or under any applicable securities laws of any state or other jurisdiction and, therefore, may not be sold or otherwise transferred unless they are registered under the Securities Act and any such other applicable securities laws or an exemption from such registration is available.

**14.7.8 Confidentiality.**

- (a) A Limited Partner's rights to access or receive any information about the Partnership or its business including, without limitation, (i) information to which a Limited Partner is provided access pursuant to 14.2, (ii) financial statements, reports and other information provided pursuant to 14.3, (iii) the offering documents for the Partnership, this Agreement, any subscription agreement and any other related agreements, (iv) any documents or information provided to the Partnership by the Underlying Fund or any of its Affiliates, and (v) any information provided to any Limited Partner pursuant to a Side Letter or otherwise provided to a Limited Partner by the General Partner or its Affiliates, (the information in (i) through (v), the "Partnership Information"), are conditioned on such Limited Partner's agreement, willingness and ability to assure that the Partnership Information will be used solely by such Limited Partner for purposes reasonably related to such Limited Partner's interest as a Limited Partner, and that such Partnership