

Proprietary and Confidential

14.7.8(a) or disclose Partnership Information in violation of the confidentiality restrictions in 14.7.8(b).

- (d) Notwithstanding any other provision of this Agreement, with the exception of the Schedule K-1 or equivalent report to be provided to each Partner pursuant to 14.2.2, the General Partner shall have the right not to provide any Limited Partner, for such period of time as the General Partner in good faith determines to be advisable, with any Partnership Information that such Limited Partner would otherwise be entitled to receive or to have access to pursuant to this Agreement (including without limitation pursuant to 14.2) or the Delaware Act if: (i) the Partnership or the General Partner is required by law or by agreement with a third party to keep such Partnership Information confidential; (ii) the General Partner in good faith believes that the disclosure of such Partnership Information to such Limited Partner is not in the best interest of the Partnership or could damage the Partnership or its business (which may include a determination by the General Partner that such Limited Partner or one or more of its equity holders is disclosing or may disclose such Partnership Information and that the potential of such disclosure by such Person is not in the best interest of the Partnership or could damage the Partnership or its business) or (iii) such Limited Partner has notified the General Partner of its election not to have access to, or to receive such Partnership Information.
- (e) The Limited Partners acknowledge and agree that: (i) the Partnership or the General Partner and its partners may acquire confidential information related to third parties that pursuant to fiduciary, contractual, legal or similar obligations cannot be disclosed to the Limited Partners; and (ii) neither the Partnership nor the General Partner and its equity holders shall be in breach of any duty under this Agreement or the Delaware Act in consequence of acquiring, holding or failing to disclose such information to the Limited Partners so long as such obligations were undertaken in good faith.
- (f) In addition to any other remedies available at law, the Partners agree that the Partnership shall be entitled to equitable relief, including, without limitation, the right to an injunction or restraining order, as a remedy for any failure by a Limited Partner to comply with its obligations with respect to the use and disclosure of Partnership Information, as set forth in 14.7.8(a) and 14.7.8(b).
- (g) To the maximum extent permitted by law and for the avoidance of doubt, the provisions of this 14.7.8 shall survive the withdrawal of any Partner from the Partnership and shall be enforceable against such Partner after such withdrawal.

14.7.9 Contract Construction; Headings; Counterparts.

Whenever the context of this Agreement permits, the masculine gender shall include the feminine and neuter genders, and reference to singular or plural shall be interchangeable with the other. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the other provisions, and this Agreement shall be construed and reformed in all respects as if any such invalid or unenforceable provision(s) were omitted or, at the direction of a court, modified in order to give effect to the intent and purposes of this Agreement. References in this Agreement to particular Sections of the Code or the Delaware Act or any other statute shall be deemed to refer to such Sections or provisions as they may be amended after the date of this Agreement. Captions in this Agreement are for convenience only and do not define or limit any term of this Agreement. It is the intention of the parties that every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any party (notwithstanding any rule of law requiring an Agreement to be strictly construed