

the “IRA owner” of such an individual retirement account), and (b) to the extent the Investor’s Interest is being held by a custodian, (x) the General Partner may, without further instruction or consent of the Investor or any beneficial owner of the Investor, re-register the Investor’s Interests in the name of the beneficial owner of such Investor upon instruction provided by such custodian that it is no longer willing to retain custody or act as custodian for the Investor’s Interests and the Investor has not simultaneously provided a substitute custodian for such individual retirement account, and (y) such re-registration may have adverse consequences to the beneficial owner of such individual retirement account;

- (24) if the Investor is acquiring an Interest with the assets of the general account of an insurance company, the Investor represents, warrants and covenants that on each day the Investor owns an Interest either (a) the assets of such general account are not considered to be plan assets within the meaning of Department of Labor Regulations Section 2510.3-101 or Department of Labor regulations issued pursuant to Section 401(c)(1)(A) of ERISA, or (b) the execution and delivery of this Agreement, and the acquisition and redemption of the Interest, is exempt from the prohibited transaction rules of Section 406(a) of ERISA and Section 4975(c)(1)(A)–(D) of the Code by virtue of Department of Labor Prohibited Transaction Class Exemption 95-60 or some other exemption of such rules;
- (25) by signing this Agreement, each Investor that is either a Plan Investor or using the assets of an insurance company general account hereby covenants that if, after its initial acquisition of an Interest, at any time during any month the percentage of the assets of such general account (as reasonably determined by the Investor) or Plan Investor, as applicable, that constitute “plan assets” for purposes of Title I of ERISA or Section 4975 of the Code exceeds the percentage specified by the Investor in Question 4(a) of Exhibit B or Question 2 of Exhibit E, then such Investor shall promptly notify the General Partner of such occurrence in writing; and
- (26) The Investor agrees that the foregoing acknowledgements and representations shall be deemed continuing acknowledgements and representations, and the Investor shall immediately notify the Partnership in writing if any of such acknowledgements or representations becomes untrue or materially misleading.

(ff) **Non-U.S. Employee Benefit Plans.** If the investment in the Interest is being made on behalf of an employee benefit plan maintained outside of the United States primarily for the benefit of persons substantially all of whom are nonresident aliens (as described in Section 4(b)(4) of ERISA), (i) there is no provision in the instruments governing such plan or any federal, state or local or foreign law, rule, regulation or constitutional provision applicable to the plan that could in any respect affect the operation of the Partnership by the General Partner or prohibit any action contemplated by the operational documents and related disclosure of the Partnership, including, without limitation, the investments which may be made pursuant to the Partnership’s investment strategies, the concentration of investments for the Partnership and the payment by the plan of incentive or other fees, and (ii) the plan’s investment in the Partnership will not conflict with or violate the instruments governing such plan or any federal, state or local or foreign law, rule, regulation or constitutional provision applicable to the plan.

*PROPRIETARY AND CONFIDENTIAL*

17