

any subsequent acts including issuance of the Interest have been taken, which shall be deemed an acceptance of this Agreement by the Partnership for all purposes.

10. **Confirmation of Representations; Additional Investor Information.**

(a) The Investor understands that the information provided herein (including the exhibits hereto) will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase the Interest. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine (i) the eligibility of the Investor to purchase or hold the Interest and participate in its investment in the Underlying Fund, (ii) the Partnership's or the General Partner's compliance with applicable regulatory (including tax and ERISA) requirements or (iii) the Partnership's tax status. The Investor represents and agrees that the information provided herein (including the exhibits hereto) regarding the Investor is true and correct as of the date it executes this Agreement and will be true and correct as of the Closing and as of the date of each capital contribution by the Investor to the Partnership. Without limiting the generality of the foregoing, if there should be any change in the information provided herein or in any exhibit or schedule hereto regarding the Investor prior to the Closing or at any time during the term of the Partnership, the Investor will immediately furnish revised or corrected information to the General Partner in writing. The Investor will furnish to the Partnership, upon request, any other information about the Investor reasonably determined by the General Partner to be necessary or convenient for the formation, operation, dissolution, winding up or termination of the Partnership; provided that such other information is in the Investor's possession or is available to the Investor without unreasonable effort or expense. In addition, the Investor acknowledges and agrees that it will upon request be required to complete and submit to the Partnership and/or the General Partner a questionnaire regarding Disqualifying Events. The Investor further understands and acknowledges that the Underlying Fund may be offered in reliance on Rule 506 and the Partnership may be required to make representations to the Underlying Fund Manager that the Partnership and its beneficial owners and certain Affiliates have not been subject to a Disqualifying Event. The Investor further understands and acknowledges that the Partnership may take any steps it deems reasonably necessary to comply with the conditions set forth in Rule 506 under the Securities Act applicable to the offering and sale of the Interest (including, but not limited to, compulsorily redeeming all or a portion of the Interest held by the Investor or requiring the Investor to waive all or a portion of its voting power with respect to the Partnership).

(b) If the Investor holds a wealth management or similar account with its Financial Advisor (a "Financial Advisor Account"), the Investor may agree that all Capital Contributions and distributions will be made through such Financial Advisor Account pursuant to a letter of authorization; provided that the Investor understands that if it closes such Financial Advisor Account during the term of the Partnership such Financial Advisor shall be permitted to provide the General Partner or the Administrator with such documentation obtained from the Investor with respect to identification verification information or other information required by anti-money laundering or other governmental regulations and if the General Partner or the Administrator is unable to obtain this information from the Financial Advisor or the Investor, the General Partner may "freeze" the Investor's Interest, either by prohibiting additional Capital Contributions or distributions or declining any transfer request.

11. **Indemnity.** The Investor agrees to indemnify and hold harmless the Partnership, the General Partner, the Investment Manager, any Affiliate of the Partnership, the General Partner or the Investment Manager and any director, officer, partner, member, manager, employee, or agent of any such party (the "Indemnitees"), from and against any loss, damage, or liability (a) due to or arising out of a breach of any representation or warranty (including any misrepresentation made by the Investor with respect to the matters about which representations and warranties are required) or any failure to fulfill any covenants or agreements of the Investor contained in this Agreement (including the exhibits hereto) or in any other documents provided by the Investor to the Partnership, the General Partner or the Investment

*PROPRIETARY AND CONFIDENTIAL*