

the Investor with respect to the matters about which representations and warranties are required by the terms of this Subscription Agreement or the Investor Questionnaire, or any breach of any such warranties or any failure to fulfill any covenants or agreements set forth herein or included in and as defined in the Memorandum. Notwithstanding any provision of this Subscription Agreement, the Investor does not waive any rights granted to it under applicable securities laws.

6. Payment of Subscription and Other Amounts.

The Investor shall pay the total amount due at closing (if any) on the due date of the first Capital Call by way of transfer from the Investor's DB Account upon not less than five days' advance notice. The Investor shall complete the attached Letter of Authorization, and all payments of subscription and other amounts due hereunder shall be transferred from the Investor's DB Account in accordance with the Letter of Authorization and all Distributions will be received from the Onshore Feeder Fund through such DB Account, and the Investor agrees to have funds in the Investor's DB Account on the due date of the first Capital Call. With respect to subsequent capital calls, such Investor shall fund such capital calls (including, without limitation, the recall of any distributions) or increase its Capital Commitment, as applicable, pursuant to this Subscription Agreement, upon not less than five days' advance notice of such respective funding dates by transfer from the Investor's DB Account. If the Investor's subscription is rejected in whole or in part at any time after the initial transfer is made, the amount rejected shall be promptly transferred back to the account from which such transfer was made or otherwise refunded.

7. Confidentiality.

(a) The Investor shall maintain the confidentiality of (i) Non-Public Information (as defined below) and (ii) any information subject to a confidentiality agreement binding upon the General Partner, the Onshore Feeder Fund or the Investment Manager and made known to the Investor; provided that the Investor may disclose Non-Public Information to (A) its affiliates, officers, employees, agents, attorneys and professional consultants or (B) to the extent such Investor is required to disclose such Non-Public Information pursuant to legal process or an order of any federal or state administrative agency or self-regulatory organization; provided that (x) in the case of clause (A), such persons are notified in advance of such disclosure that such disclosure is made in confidence and such persons agree to keep such disclosure in confidence and (y) in the case of clause (B), such Investor agrees to use its reasonable best efforts to provide the General Partner and the Investment Manager with prompt prior notice of such process so that it may seek an appropriate protective order or other appropriate remedy.

(b) As used in this Section 7, "Non-Public Information" means information regarding the Onshore Feeder Fund, the Master Fund, any investment funds of the Master Fund or other portfolio investments of the Master Fund (the "Investment Funds") (including information regarding any potential Investment Fund), the Investment Manager, the General Partner or any of their affiliates received by such Investor in connection with this Subscription Agreement or otherwise, including, without limitation, information provided in annual reports and quarterly status reports of the Onshore Feeder Fund, but does not include information that (i) was publicly known at the time such Investor receives such information; (ii) subsequently becomes publicly known through no act or omission by such Investor; or (iii) is communicated to such Investor by a third-party free of any obligation of confidence known to such Investor. The Investment Manager and the General Partner hereby notify the Investor that they consider all Non-Public Information "trade secrets" of the Investment Manager and the Onshore Feeder Fund.

(c) Moreover, notwithstanding anything expressed or implied to the contrary in this Subscription Agreement, the Memorandum, the Onshore Feeder LP Agreement and any other Onshore Feeder Fund documents, each Investor and prospective Investor (and each representative or other agent of each such Investor and prospective Investor) may disclose to their advisors (including, without limitation,