

(b) The General Partner shall, upon the request and at the expense of any Limited Partner, use commercially reasonable efforts to provide such Limited Partner with any information reasonably requested by the Limited Partner in order to withhold tax or to file tax returns and reports or to furnish tax information to any of its partners, *provided* that in determining the reasonableness of a request, the General Partner shall be entitled to consider the cost which would be imposed on the General Partner or the Fund of complying with such request.

ARTICLE IX

INDEMNIFICATION

9.1 Indemnification of Covered Persons.

(a) General. The Fund shall and hereby does, to the fullest extent permitted by applicable law, indemnify and hold harmless each Covered Person from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, known or unknown, liquidated or unliquidated ("Claims"), that may accrue to, or be incurred by, any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the investment or other activities of the Fund, activities undertaken in good faith in connection with the Fund, or otherwise relating to or arising out of this Agreement, including amounts paid in satisfaction of judgments, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defence or disposition of any investigation, action, suit, arbitration or other proceeding (a "Proceeding"), whether civil or criminal (all of such Claims, amounts and expenses referred to in this Section 9.1 are referred to collectively as "Damages"), except to the extent that it shall have been determined in a decision based on the merits by a court of competent jurisdiction that such Damages arose primarily from Disabling Conduct of such Covered Person, *provided* that, to the extent that such court determines that such Damages did not arise primarily from the Disabling Conduct of such Covered Person but arose partially from the Disabling Conduct of such Covered Person, such Covered Person's right to indemnification hereunder shall be reduced proportionately to reflect the relative liability of such Covered Person for such Damages. The General Partner or the Manager shall notify the Advisory Committee as to the nature of any Proceedings prior to paying any amounts in connection with a Proceeding. Notwithstanding the foregoing, a Covered Person will only be eligible for indemnification pursuant to this Section 9.1 for Claims relating to or arising out of transactions that took place during the time such Covered Person was a shareholder, officer, director, employee, partner, member, agent or manager of any of the General Partner, the Manager or any of their respective Affiliates or during the time such Covered Person was a member of the Advisory Committee. The termination of any