

fullest extent permitted by law, shall not otherwise be entitled to receive or have access to the signature pages to this Agreement or Schedule A to this Agreement. In addition, the General Partner shall have the right in its discretion to keep confidential from the Limited Partners, for such period of time as the General Partner deems appropriate, any information which the General Partner reasonably believes to be in the nature of trade secrets or other information the disclosure of which the General Partner in good faith believes is not in the best interest of the Partnership or its business or any Limited Partner, or that the Partnership is required by law or agreement with a third party to keep confidential.

Section 14.02. *Accounts and Reports.* (a) Following the end of each Fiscal Year, the General Partner shall cause accounts for the Partnership to be prepared in respect of the Fiscal Year then ending. Such accounts shall contain an annual year-end report by the Auditors of the Partnership if available and not previously distributed to Limited Partners (or to an Approved Agent on behalf of a Limited Partner) and shall be approved by the General Partner, and the General Partner shall cause a copy thereof to be sent to each Limited Partner (or to an Approved Agent on behalf of a Limited Partner).

(b) As soon as reasonably practicable following the end of each fiscal quarter, taking into account the General Partner's need to receive relevant information from the Master Fund, the General Partner shall cause quarterly status reports (on an aggregate basis) and unaudited individual capital statements to be prepared and sent to each Limited Partner (or to an Approved Agent on behalf of a Limited Partner).

(c) Unless the General Partner otherwise determines, the accounting policies used in the preparation of the above mentioned accounts, reports and statements shall be determined by the General Partner in accordance with GAAP.

(d) The information required to be provided to the Limited Partners pursuant to this Section 14.02 may be provided by any means permitted by the Master Fund LPA, including by a posting on a password-protected website maintained by the Partnership or its Affiliates.

Section 14.03. *Tax Information.* The General Partner will use its reasonable best efforts to send to a Limited Partner (at such Limited Partner's expense), as soon as is reasonably practicable after the end of such Fiscal Year (subject to delay in the event of the late receipt of any necessary tax information relating to the Master Fund), any information reasonably requested by such Limited Partner for the filing of any required tax returns or reports; *provided*, that it is understood that the Partnership does not expect to be able to deliver Schedules K-1 to the Partners prior to September of each year, and accordingly, the Partners will be required to obtain extensions for filing their federal, state and local income tax returns, or if they are unable to obtain extensions to file estimated returns followed by amended returns following the receipt of annual tax information. The information required to be provided to the Limited Partners pursuant to this Section 14.03 may be provided by any means described in Section 16.01, including by a posting on a password-protected website maintained by the Partnership or its Affiliates.

Section 14.04. *Tax Matters Partner.* The General Partner shall act as the "tax matters partner" of the Partnership (the "**Tax Matters Partner**"), as such term is defined in Section