

in any New York State or U.S. Federal court sitting in the County, City and State of New York. Each of the Limited Partners hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each of the Limited Partners irrevocably consents to service of process in connection with any matter referred to above by first class mail, certified postage prepaid, at the address and to the Person(s) specified pursuant to Section 16.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(d) EACH OF THE LIMITED PARTNERS AND THE PARTNERSHIP HEREBY WAIVES TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE PARTNERSHIP, THIS AGREEMENT OR THE BUSINESS OR AFFAIRS OF THE PARTNERSHIP.

Section 16.10. *Counsel to the Partnership.* Counsel to the Partnership may also be counsel to the General Partner, the Investment Manager and their respective Affiliates. The General Partner may execute on behalf of the Partnership and the Partners any consent to the representation of the Partnership that counsel may request pursuant to the applicable rules of professional conduct in any jurisdiction. The Partnership has retained Cleary Gottlieb Steen & Hamilton LLP as U.S. counsel to the Partnership and Stuarts Walker Hersant, Attorneys-at-Law as Cayman Islands counsel to the Partnership (collectively, the “**Partnership Counsel**”) in connection with the formation of the Partnership, and may retain Partnership Counsel in connection with the operation of the Partnership, including making, holding and disposing of the interests in the Master Fund. Each Limited Partner acknowledges that the Partnership Counsel does not represent any Limited Partner with respect to the Partnership in the absence of a clear and explicit written agreement to such effect between the Limited Partner and the Partnership Counsel (and then only to the extent specifically set forth in that agreement), and that in the absence of any such written agreement the Partnership Counsel shall owe no duties to a Limited Partner with respect to the Partnership. Each Limited Partner further acknowledges that, whether or not the Partnership Counsel has in the past represented or is currently representing such Limited Partner with respect to other matters, the Partnership Counsel has not represented (or is not currently representing) the interests of any Limited Partner in the preparation and negotiation of this Agreement.

Section 16.11. *Table of Contents, Headings and Captions.* The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

Section 16.12. *Counterparts.* This Agreement and any amendment hereto may be signed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one Agreement (or amendment, as applicable).

[Signature Page Follows]