

Partnership and its partners' rights and obligations, or as otherwise may be required by applicable law, rule or regulation.

(x) **Nominees and Custodians.** If the undersigned is acting as nominee or custodian for another person or entity in connection with the purchase or holding of the Interest, the undersigned has so indicated on its signature page hereto. The representations and warranties contained in this Section 2 regarding the "Investor" are true and accurate with regard to each person or entity for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Investor in the exhibits attached hereto are true with respect to, and accurately describe, each person or entity for which the undersigned is acting as nominee or custodian. Each person or entity for which the undersigned is acting as nominee or custodian will not Transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the applicable provisions of the Partnership Agreement as if such person or entity were a direct Limited Partner of the Partnership and were transferring a direct limited partnership interest in the Partnership. If the undersigned is acting as nominee or custodian for another person or entity, the undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and the person or entity for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Investor to purchase the Interest.

(y) **Final Form.** The Investor understands and acknowledges that its purchase of an Interest in the Partnership shall be subject to the terms and conditions of this Agreement and the Partnership Agreement, in each case in the definitive form as shall be executed by the parties hereto and thereto, and as the same may be amended from time to time in accordance with their respective terms. The Investor further understands and acknowledges that (i) the definitive form of the Partnership Agreement may have terms and conditions different from those disclosed originally in the Memorandum, and (ii) the actual realized returns on unrealized investments may differ materially from the returns indicated in the Memorandum and the appendices thereto.

(z) **No General Solicitation or General Advertisement.** The Investor acknowledges that it is not purchasing an Interest as a result of or subsequent to (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio, or (ii) any seminar or meeting whose attendees, including the Investor, had been invited as a result of, subsequent to or pursuant to the foregoing, but rather, that it is purchasing an Interest as a result of private negotiations in an arm's length transaction.

(aa) **Sanctions and Anti-Money Laundering.** The Investor hereby acknowledges that the Partnership and the Underlying Fund seek to comply with all applicable sanctions imposed under the laws, regulations or executive orders administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State or the U.S. Department of Commerce, or similar sanctions imposed by the United Nations Security Council, the European Union, and Her Majesty's Treasury of the United Kingdom ("Sanctions"), and all other applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Investor, on behalf of (i) itself, (ii) any person it controls or is controlled by (as defined below in this Section 2(aa)), (iii) if the Investor is a privately held entity, any person having a beneficial interest in the Investor, (iv) if the Investor will not be the sole beneficial owner of the Interest, any person having a beneficial interest in the Interest, (v) and any disclosed or undisclosed principal for which the Investor is acting as a nominee or other type of agent, certifies, based on appropriate diligence and investigation (the foregoing, "Investor-Related Parties"), that:

- (1) neither it, nor any Investor-Related Party or any other person or entity of whom it is acting on behalf, is:

*PROPRIETARY AND CONFIDENTIAL*