

Except in the case of wilful misconduct or gross negligence by Morgan Stanley, the Master Fund will indemnify and hold harmless Morgan Stanley from all losses, claims, damages and liabilities incurred in connection with the account(s) and services provided pursuant to the Morgan Stanley Prime Brokerage Agreement.

Morgan Stanley may modify the terms of the Morgan Stanley Prime Brokerage Agreement at any time in writing on twenty-one days' prior written notice and as set forth in the Morgan Stanley Prime Brokerage Agreement. The Master Fund may modify the terms of the Morgan Stanley Prime Brokerage Agreement at any time with Morgan Stanley's consent.

Morgan Stanley shall not be liable in connection with the services provided pursuant to the Morgan Stanley Prime Brokerage Agreement except in the event of gross negligence or wilful misconduct on Morgan Stanley's part.

Morgan Stanley is a registered broker-dealer with the SEC and is a registered futures commission merchant with the CFTC.

General

Each of the Prime Brokers is a service provider to the Master Fund and none of them are responsible for the preparation of this Supplement or the activities of the Partnership or the Master Fund and therefore each accepts no responsibility for any information contained in this Supplement.

The allocation of assets between the Prime Brokers will be determined by the Investment Manager in its sole discretion based on, among other things, the nature of the transaction.

The Prime Brokers have no decision-making responsibility relating to the Master Fund's investments, which decisions remain the responsibility of the Master Fund at all times. The Prime Brokers have no responsibility for any of the Master Fund's assets that are not held by the Prime Brokers or their affiliates, subject to the conditions that apply when the Master Fund's assets are held with a sub-custodian appointed by a Prime Broker.

The Master Fund reserves the right to change the prime brokerage and/or custodian arrangements described above by agreement with the relevant Prime Broker and/or, in its discretion, by a resolution of the directors of the Master Fund, to appoint additional or alternative prime broker(s) and/or custodian(s) without prior notice to Limited Partners. Limited Partners will be notified in due course of any appointment of additional or alternative prime broker(s) and custodian(s).

6. Fees, Charges and Expenses

On page 10 of the Memorandum, under the sub-section headed "MANAGEMENT FEE; EXPENSES; Expenses", the following paragraphs shall be inserted after the second paragraph of the sub-section:

The Auditor, Administrator, Custodial, Legal, Prime Brokerage and Registered Office (to the Master Fund) service providers are paid fees at commercial rates. Such fees may be changed by mutual agreement from time to time.

Operational expenses, as well as dealing commissions and other non-monetary benefits, payable by the Partnership and/or the Master Fund are charged at normal commercial rates and may be changed from time to time by mutual agreement.