

Proprietary and Confidential

Partner, or that the Partnership is required by law or agreement with a third party to keep confidential.

14.1.2 Certificate of Limited Partnership.

The General Partner shall file for record with the appropriate public authorities and, if required, publish the Certificate of Limited Partnership of the Partnership and any amendments thereto.

14.2 FINANCIAL REPORTS.**14.2.1 Annual Financial Statements.**

The General Partner shall use commercially reasonable efforts to transmit to each Partner, as soon as reasonably practicable after the close of each fiscal year (subject to the time the Partnership receives the relevant information from the Underlying Fund), the audited financial statements of the Partnership for such fiscal year. Commencing with the fiscal year in which the Initial Drawdown Date occurs and for each fiscal year thereafter, such financial statements shall be prepared in accordance with generally accepted accounting principles in the United States or another comprehensive basis of accounting, in each case consistently applied in accordance with the terms of this Agreement except that Partnership assets shall be valued in accordance with 14.3.

14.2.2 Annual Tax Information.

The General Partner shall use commercially reasonable efforts to transmit to each Partner, as soon as reasonably practicable after the close of each Partnership fiscal year (subject to the time the Partnership receives the relevant information from the Underlying Fund), such Partner's Schedule K-1 (Internal Revenue Service Form 1065) or an equivalent report indicating such Partner's share of all items of income or gain, expense, loss or other deduction and tax credit of the Partnership for such year, as well as the status of such Partner's Capital Account as of the end of such year, and such additional information as such Partner reasonably may request to enable it to complete its tax returns or to fulfill any other reporting requirements, provided that the General Partner can obtain such additional information without unreasonable effort or expense; *provided that* it is understood that the Partnership does not expect to be able to deliver Schedules K-1 to the Partners prior to April 15 of each year, and accordingly, the Partners will be required to obtain extensions for filing their federal, state and local income tax returns.

14.2.3 Quarterly Reports.

The General Partner shall use commercially reasonable efforts to furnish to each Limited Partner, as soon as reasonably practicable following the end of each of the first three fiscal quarters of each fiscal year of the Partnership (subject to the time the Partnership receives the relevant information from the Underlying Fund), quarterly reports of the Partnership for the quarter then ended; *provided, however*, that this 14.2.3 shall not apply to any fiscal quarter prior to the fiscal quarter in which the Partnership invests in the Underlying Fund.

14.2.4 Information Rights.

Limited Partners will not receive all of the information or reports that are provided to direct limited partners of the Underlying Fund, even though the General Partner may have access to such information.