

Investor enforceable against the Investor in accordance with their respective terms. The Investor acknowledges that this Agreement, the Partnership Agreement and the power of attorney granted hereby shall survive (i) changes in the transaction, documents and instruments described in the Memorandum and the Partnership Agreement which in the aggregate are not material to the Investor or which are contemplated by, or made in accordance with, the Memorandum or the Partnership Agreement, as the case may be, and (ii) the death, disability, termination or winding up of the Investor. The Investor has obtained all necessary consents, approvals and authorizations of government authorities and other persons or entities required to be obtained in connection with its execution and delivery of this Agreement and the Partnership Agreement and the performance of its obligations hereunder and thereunder.

(q) **Knowledge and Experience.** The Investor currently has, and the Investor had immediately prior to receipt of any offer regarding the Partnership, such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the Partnership.

(r) **No View to Tax Benefits.** The Investor is not acquiring the Interest with a view to realizing any benefits under any tax law, including, but not limited to, United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor's acquisition, ownership or disposition of the Interest. The Investor is aware and acknowledges that any tax benefits which may be available to the Investor may be lost through the adoption of new laws or regulations or changes to existing laws and regulations or differing interpretations of existing laws and regulations, in certain circumstances with retroactive effect.

(s) **Publicly Traded Partnership.** The following representations are included with the intention of enabling the Partnership to qualify for the benefit of a "safe harbor" under U.S. Treasury Regulations from treatment of the Partnership as an entity subject to corporate income tax. The Investor *either*:

- (1) is *not* a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes; or
- (2) is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, and (i) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner's direct or indirect interest in the Investor be attributable to the Investor's interests in the Partnership, (ii) less than 65% of the value of the Investor is attributable to the Investor's interests in the Partnership, and (iii) permitting the Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the U.S. Treasury Regulations is not a principal purpose of any beneficial owner of the Investor or of any person authorized to act on the Investor's behalf, for using the tiered arrangement within the meaning of U.S. Treasury Regulation Section 1.7704-1(h)(3)(ii).

(t) **Status as Disregarded Entity.** Unless the Investor has notified the General Partner in writing on or before the date hereof (which writing shall be acknowledged by the General Partner and shall constitute a representation of the Investor hereunder), the Investor is not disregarded as an entity separate from its owner within the meaning of U.S. Treasury Regulation Section 301.7701-2(c)(2)(i) (a "Disregarded Entity"). If the Investor has notified the General Partner in writing that it is a Disregarded Entity, then the sole owner of the Investor for U.S. federal income tax purposes (the "Sole Owner") represents as follows:

- (1) the Sole Owner *either*:

PROPRIETARY AND CONFIDENTIAL