

is available; (iii) that the Interest has not been registered under the laws of any jurisdiction outside of the United States and that the Investor is responsible for complying with any such laws, which may impose restrictions on the sale of the Interest by the Investor in any such jurisdiction; (iv) that the Investor is purchasing the Interest for its own account and not for the account of any other person, for investment only and not with a view to, or with any intention of, a distribution or resale thereof, in whole or in part, or the grant of any participation therein; (v) that the Investor shall not resell or otherwise dispose of all or any part of the Interest purchased by the Investor, except as permitted by law, including, without limitation, any regulations under the Securities Act or other applicable securities laws, and any and all applicable provisions of the Partnership Agreement; (vi) that any disposition of the Interests may result in unfavorable tax consequences to the Investor; (vii) that the Transfer of the Interest by the Investor and the admission and substitution of another Limited Partner for the Investor are restricted by the terms of the Partnership Agreement and Securities Act and any fees and expenses incurred in connection with any Transfer in accordance with the terms of the Partnership Agreement will be the sole responsibility of the Investor; (viii) that there are risks of loss of investment incident to the purchase of Interests; (ix) that Rule 144 under the Securities Act is unlikely to be available as a basis for exemption from registration of the Interest in connection with the sale, Transfer or other disposition of all or a portion of the Interest; (x) the Investor has no right to require the registration of the Interest under the Securities Act or state securities laws or other applicable securities regulations; and (xi) no Transfer of Interest by the Investor will be permitted if it would result in 25% or more of any outstanding Interests being held by "benefit plan investors" within the meaning of and calculated in accordance with, Section 3(42) of ERISA. The Investor understands that there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. The Investor further understands that for the foregoing reasons, the Investor will be required to retain ownership of the Interest and bear the economic risk of this investment for an indefinite period of time, including a complete loss of capital. Further, the Investor acknowledges that the Partnership Agreement does not generally permit the sale or other Transfer (including by will or the laws of descent and dissolution) of the Interest unless the General Partner consents thereto. Without limiting the generality of the foregoing, the Investor agrees that, without prior written consent of the General Partner, it has not entered and will not enter into: (A) a swap, structured note or other derivative instrument with a third party, the return from which is based in whole or in part on the return of the Partnership; or (B) a variable annuity or insurance policy with a third party, the value of which is based in whole or in part on the return of the Partnership. The Investor understands that the Interest will not be evidenced by a certificate subject to Article 8 of the Uniform Commercial Code.

(d) **Accredited Investor and U.S. Person Status.** The Investor (i) represents and warrants that the Investor (A) is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act (an "Accredited Investor") and hereby makes the representations and warranties contained in Exhibit B and Exhibit C, as applicable and (B) is a U.S. Tax Person<sup>1</sup> and (ii) agrees to immediately notify the Partnership if any of the foregoing representations ceases to remain true and understands that, if it appears to the management of the Partnership that any of the foregoing representations are incorrect with respect to the Investor, the Partnership may, among other remedies, require the Investor to withdraw from the Partnership and to be admitted as a limited partner of a parallel investment entity or subject the Investor's Interest to compulsory repurchase or transfer with no further distributions with respect to such repurchased or transferred Interest.

<sup>1</sup> A "U.S. Tax Person" is a beneficial owner of an Interest that is a citizen or resident of the United States, a U.S. domestic corporation or otherwise subject to U.S. federal income tax on a net income basis with respect to its Interest. In determining beneficial ownership, an Interest held by (i) a partnership or entity treated as partnership for U.S. federal income tax purposes or (ii) a "passive foreign investment company" within the meaning of section 1297 of the Internal Revenue Code of 1986, as amended, (a "PFIC") will be considered beneficially owned by its partners or equityholders, as the case may be. An interest held by any corporation other than a PFIC will be treated as held by a shareholder beneficially owning 50 percent or more of the stock of such corporation, measured by value. In addition, a holder of an option to acquire an Interest will be treated as the beneficial owner of the underlying Interest.