

required by this Agreement or applicable law. The foregoing notwithstanding, the Members shall each be liable for the return to the Fund of any amounts that were distributed to such Member in error.

8.3 Consents. If the consent of any Member to any action of the Fund, the Manager or any Member, as contemplated by this Agreement (including, but not limited to, any consent contemplated by Section 12.1), is solicited by the Manager, the consent of each Member so solicited shall be deemed conclusively to have been cast or granted as requested in the notice of solicitation, unless such Member deliver to the Fund its express written objection to the consent within twenty (20) calendar days after such Member's receipt of the notice of solicitation. The Manager and all Persons dealing with the Fund shall be entitled to act in reliance on any consent which is deemed granted pursuant to this Section 8.3 and shall be fully indemnified by the Fund in so doing.

9. BOOKS, RECORDS AND REPORTS

9.1 Books and Records. The Manager shall cause the Fund to keep complete and accurate books of the accounts with respect to the Fund's operations. The Manager shall permit each Member to inspect the books and records of the Fund for any purpose reasonably related to such Member's interest as a Member at any reasonable time during normal business hours and upon reasonable advanced written notice; provided, however, that the Manager shall have the right to keep confidential from the Members any information that the Fund or the Manager is required by law or agreement with a third party to keep confidential.

9.2 Accounting Basis. The Fiscal Year of the Fund shall begin on the 1st day of January and end on the 31st day of December of each year (the "**Fiscal Year**"); provided, however, that the first Fiscal Year of the Fund shall commence on September ____, 2018 and shall end on December 31, 2018. The Fiscal Year in which the Fund shall dissolve shall begin on January 1 and end on the date of dissolution of the Fund. Fund books shall be kept in accordance with the accounting methods selected by the Manager. Financial reports shall be on an accrual basis and shall be prepared in accordance with U.S. generally accepted accounting principles ("**U.S. GAAP**") with such adjustments deemed necessary or advisable by the Manager. In the sole discretion of the Manager, the books of account and records of the Fund shall be audited as of the end of each Fiscal Year by an independent certified public accountant selected by the Manager.

9.3 Reports.

9.3.1 The Manager shall cause to be provided to each Member each year an annual report containing financial statements prepared by an independent certified public accountant selected by the Manager with respect to the prior Fiscal Year as soon as practicable following the end of the Fiscal Year to which it relates.

9.3.2 In addition, the Manager may cause the Fund to provide to the Members such other information and/or reports as determined by the Manager in its sole discretion.

9.4 Tax Information. As soon as practicable after the close of each Fiscal Year, the Manager shall cause to be delivered to each Member and each other Member who was a Member during such Fiscal Year such information as shall be necessary for preparation of the Member's income tax returns. Each Member agrees to provide the Manager with any information reasonably requested by the Manager in connection with the preparation of the Fund's tax returns.

10. TRANSFERS AND WITHDRAWALS