

17.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators and, subject to Article X, the successors and permitted Transferees of the Members hereto. For purposes of determining the rights of any Member or Transferee or other recipient of an Interest hereunder, the Fund and the Manager may rely on the Fund records as to the identity of the Members and the permitted Transferees and other recipients of Interests, and all Members, Transferees and other recipients of Interests agree that the Fund and the Manager, in determining such rights, shall rely on such records and that Members, Transferees and other recipients of Interests shall be bound by such determinations.

17.7 Legends. If certificates are issued evidencing a Member's Interest, each such certificate shall bear such legends as may be required by applicable laws, or as may be deemed necessary or appropriate by the Manager to reflect restrictions upon transfer contemplated herein.

17.8 Third Party Rights. Any Manager Parties specified in Section 7.6.1 that is not a party to this Agreement may enforce any rights granted to it pursuant to this Agreement in its own right as if it was a party to this Agreement. Except as expressly provided in the immediately preceding sentence, a Person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Law, 2014 (as amended) of the Cayman Islands to enforce any term of this Agreement. Notwithstanding any term of this Agreement, the consent of or notice to any person who is not a party to this Agreement shall not be required for any termination, rescission or agreement to any variation, waiver, assignment, novation, release or settlement under this Agreement at any time.

17.9 AEOI. Each Member agrees to provide to the Fund or its agents, upon request, any documentation or other information regarding the Member and its beneficial owners that the Fund or its agents may require from time to time in connection with the Fund's obligations under, and compliance with, applicable laws and regulations, including, but not limited to AEOI. By executing this Agreement, each Member waives any provision under the laws and regulations of any jurisdiction that would, in the absence of such waiver, prevent or inhibit the Fund's compliance with applicable law as described in this Section 17.9, including, but not limited to, preventing (i) the Member from providing any requested information or documentation, or (ii) the disclosure by the Fund or its agents of the provided information or documentation to applicable governmental or regulatory authorities. Each Member further acknowledges that the Fund and the Manager may take such action as each of them considers necessary in relation to such Member's holding and/or distribution proceeds to ensure that any withholding tax payable by the Fund, and any related costs, interest, penalties and other losses and liabilities suffered by the Fund or the Manager, any other investor, or any agent, delegate, employee, director, officer, member, manager or affiliate of any of the foregoing persons, arising from such Member's failure to provide any requested documentation or other information to the Fund or the Manager, is economically borne by such Member.

17.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

17.11 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Fund.

17.12 Severability. In the event that any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement, it being hereby agreed that such provisions are severable and that this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.