

ARTICLE XI

Miscellaneous Provisions

Section 11.01 Withholding Taxes. Any taxes, fees or other charges the Partnership is required to withhold or pay under applicable law with respect to any Partner shall be paid by the Partnership to the appropriate governmental authorities and shall be deducted from the Capital Account of such Partner as of the last day of the Fiscal Period or fiscal year with respect to which such amount is required to be withheld or paid.

Section 11.02 Maintaining Books of Account. Proper and complete books of account shall be kept at all times and shall be open to inspection by any Partner or their accredited representative at reasonable times during office hours.

Section 11.03 Audit of Books. The books of account and records of the Partnership shall be audited as of the end of each fiscal year by independent certified public accountants designated from time to time by the General Partner.

Section 11.04 Reports to Partners. The Partners may receive periodic information concerning performance and other material portfolio developments of the Partnership at the discretion of the General Partner and the audited financial statements of the Partnership prepared by the Partnership's independent certified accountants promptly after the end of each fiscal year. In addition, as promptly as practicable after the end of each fiscal year, the Partnership shall send to each Partner a report indicating the amounts representing such Partner's respective share of net long-term capital gain or loss, net short-term capital gain or loss and operating profit or loss for purposes of reporting such amounts for Federal income tax purposes.

Section 11.05 Amendment of Agreement. This Agreement may be amended by the General Partner in any manner that does not adversely affect any Limited Partner or to effect any changes required by applicable laws or regulation. This Agreement may also be amended by the General Partner with the consent (which may be negative consent) of the Limited Partners owning a majority in interest of the Capital Accounts owned by the Limited Partners at the time of the amendment, provided that such amendment does not discriminate among the Limited Partners.

Section 11.06 Notices. All notices provided for under this Agreement shall be in writing and shall be deemed to have been duly given as indicated if sent to the Partner's address as set forth in the schedule in the files of the Partnership as of the date of such notice:(a) if in writing and delivered in person or by courier, on the date it is delivered;

(b) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted;

(c) if sent by first-class mail, on the date of postmark; and

(d) if sent by facsimile or electronic mail, on generation of confirmation.

Notice by any Limited Partner to the Partnership shall be deemed effective upon receipt by the Partnership.

Section 11.07 Binding Effect of Agreement. This Agreement shall be binding on the successors, assigns and the legal representatives of each of the Partners.

Section 11.08 Counterparts. This Agreement may be executed in more than one counterpart with the same effect as if the Partners executing the several counterparts had all executed one document.