

Proprietary and Confidential

- (d) Notwithstanding any provision of this Agreement to the contrary, each Limited Partner agrees to provide any information or certifications (including without limitation information about such Limited Partner's direct and indirect owners) that may reasonably be requested by the Partnership to allow the Partnership, the Underlying Fund or any member of any "expanded affiliated group" (as defined in Section 1471(e)(2) of the Code) to which the Partnership or the Underlying Fund belongs to (1) enter into, maintain or otherwise comply with the agreement contemplated by Section 1471(b) of the Code or under any applicable intergovernmental agreement entered into between the United States and another country (or under any applicable local country legislation enacted pursuant to such intergovernmental agreement) to which the Partnership or the Underlying Fund may be subject; (2) satisfy any information reporting requirements imposed by FATCA; and (3) satisfy any requirements necessary to avoid withholding taxes under FATCA with respect to any payments to be received or made by the Partnership or the Underlying Fund.
- (e) Notwithstanding any provision of this Agreement to the contrary, each Limited Partner further agrees that, if such Limited Partner fails to comply with any of the requirements of this 14.6.2 in a timely manner or if the General Partner determines that such Limited Partner's participation in the Partnership would otherwise have a material adverse effect on the Partnership or the Partners as a result of FATCA, then (1) the General Partner, in its sole discretion, may (A) cause such Limited Partner to transfer its interest in the Partnership to a third party (including, without limitation, an existing Partner) or otherwise withdraw from the Partnership in exchange for consideration which the General Partner, in its sole discretion, after taking into account all relevant facts and circumstances surrounding such transfer or withdrawal (including, without limitation, the desire to effect such transfer or withdrawal as expeditiously as possible in order to minimize any adverse effect on the Partnership and the other Partners as a result of FATCA), deems to be appropriate or (B) take any other action the General Partner deems in good faith to be reasonable to minimize any adverse effect on the Partnership and the other Partners as a result of FATCA; and (2) unless otherwise agreed by the General Partner in writing, the Limited Partner shall, to the maximum extent permitted by applicable law, indemnify the Partnership for all loss, cost, expenses, damage, claims and demands (including, but not limited to, any withholding tax, penalties or interest suffered by the Partnership) arising as a result of such Limited Partner's failure to comply with the above requirements in a timely manner.
- (f) Notwithstanding any provision of this Agreement to the contrary, the provisions of 7.4 and this 14.6.2 will survive the liquidation or dissolution of the Partnership and each Partner agrees to continue to be bound to the terms of 7.4 and this 14.6.2 following such Partner's termination of its interest in the Partnership.

14.6.3 Section 1045 Rollovers.

Each Limited Partner agrees that (a) with respect to its limited partnership interest, it will not require the Partnership to elect, and the Partnership shall not be required to elect, the application of Section 1045 of the Code (dealing with rollovers of gains realized on the disposition of "qualified small business stock" as defined in Section 1202 of the Code) or any similar provisions of any state income tax law; (b) without the prior written consent of the General Partner, such Partner will not make any election referred to in the preceding clause (a) if such election would impose on the Partnership or the General Partner any obligation (including, but not limited to, any obligation to furnish information, maintain records or file returns or other documents); and (c) the Partnership shall not be required to comply with any tax reporting