

Manager in connection with the Investor's investment in the Partnership or (b) arising as a result of the sale or distribution of the Interest by the Investor in violation of the Securities Act or other applicable law.

12. Withholding Forms; Additional Information.

(a) The Investor represents, warrants and agrees (for the benefit of the Partnership and of any Person that participated in the offer or sale of the Interest) that it will provide in a timely manner such information regarding the Investor and its beneficial owners and forms as requested by the General Partner, including (i) a properly completed Internal Revenue Service ("IRS") Tax Form W-8BEN, W-8BEN-E, W-8IMY, W-8EXP or W-8ECI (each, a foreign person certificate) or W-9 (a U.S. person certificate), as appropriate, (ii) any forms requested by the General Partner to comply with the Partnership's obligations under Sections 1471 through 1474 of the U.S. Internal Revenue Code, all rules, regulations and other guidance issued thereunder, and all administrative and judicial interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the U.S. Internal Revenue Code, and all applicable intergovernmental agreements entered into between the United States and another country (or local country legislation enacted pursuant to such intergovernmental agreement) (collectively "FATCA") and the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard (the "CRS"), including any local or intergovernmental legislation, regulation or guidance that has been adopted to implement CRS, and (iii) the forms of any other national, provincial, state, local or other taxing authority, and shall cooperate with the General Partner upon its request in order to maintain appropriate records and provide for withholding amounts under applicable tax laws, if any, relating to the Investor's Interest in the Partnership, and, further, in the event that the Investor fails to provide such information and/or forms, the General Partner, the Partnership and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their Affiliates shall have no obligation or liability to the Investor with respect to any tax matters or obligations that may be assessed against the Investor or its beneficial owners. The Investor expressly acknowledges that such tax forms and withholding information may be provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner. Notwithstanding anything in this Agreement or in the Partnership Agreement to the contrary, the Investor hereby waives the application of any non-U.S. law to the extent such law would prevent the Partnership or the General Partner from reporting to the IRS and/or the U.S. Treasury or any other governmental authority any information required to be reported pursuant to FATCA or CRS with respect to the Investor or its beneficial owners.

(b) In addition to any information required to be provided pursuant to Section 12(a) above, the Investor covenants and agrees to provide promptly, and update periodically, at any times requested by the General Partner, any information (or verification thereof) the General Partner deems necessary to comply with audit requirements, adjustments and compliance imposed under Code §§ 6225 and 6226.

13. Electronic Schedule K-1. The Investor hereby consents to receive Schedule K-1 electronically (the "Consent") from the Partnership. The Investor acknowledges and agrees that:

(a) Any Investor that does not Consent will be provided with a paper copy of Schedule K-1, which will be mailed to the Investor's address on file with the Partnership, and the Investor will pay all costs and expenses in connection with the preparation, assembly and delivery of such Schedule K-1. Failure to pay such costs and expenses shall constitute a default pursuant to the Partnership Agreement. All Investors that Consent will receive Schedule K-1s only in electronic form.

(b) The Consent applies to each Schedule K-1 required to be furnished to the Investor by the Partnership unless and until a formal withdrawal of Consent is received by the Partnership. The

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