

*Proprietary and Confidential*

Partners to which the related Tax Liability is attributable (and therefore shall reduce distributions under this Agreement to which such Partners otherwise would have been entitled), as determined by the General Partner in its reasonable discretion; and

- (b) Each Limited Partner hereby agrees to indemnify and hold harmless the Partnership and any other Indemnitee for its share of any Tax Liability and for all claims, liabilities and expenses of whatever nature relating to the Partnership's or the Indemnitee's obligation to withhold and to pay over, or otherwise to pay, any withholding or other taxes payable by the Partnership or any of its Affiliates with respect to such Limited Partner or as a result of such Limited Partner's participation in the Partnership or as otherwise attributable to such Limited Partner or such Limited Partner's Interest.

**7.4.2 Tax Liability.**

The General Partner, after consulting with the Partnership's accountants or other advisers, shall determine the amount, if any, of any Tax Liability attributable to any Partner. For this purpose, the General Partner shall be entitled to treat any Partner as ineligible for an exemption from or reduction in rate of such Tax Liability under a tax treaty or otherwise except to the extent that such Partner provides the General Partner with such written evidence as the General Partner or the relevant tax authorities may require to establish such Partner's entitlement to such exemption or reduction and may treat a Tax Liability as attributable to a Partner to the extent the Tax Liability is due to the Partner failing to provide such information or certifications regarding the Partner or its beneficial owners as the General Partner may reasonably request or as the relevant tax authorities may require.

**7.4.3 Partnership Obligation.**

For purposes of this 7.4, any obligation to pay any amount in respect of any Tax Liability incurred by the General Partner with respect to income of or distributions made to any other Partner or former Partner shall constitute a Partnership obligation.

**7.5 CERTAIN DISTRIBUTIONS PROHIBITED.**

Anything in this Article 7 to the contrary notwithstanding, no distribution shall be made to any Partner if, and to the extent that, such distribution would not be permitted under Sections 17-607(a) or 17-804(c) of the Delaware Act.

**ARTICLE 8 - CAPITAL ACCOUNTS; ALLOCATIONS****8.1 CAPITAL ACCOUNTS.****8.1.1 Creation and Maintenance.**

There shall be established on the books of the Partnership a capital account for each Partner (such Partner's "Capital Account") that shall be:

- (a) *Increased* by (1) any capital contributions made to the Partnership by such Partner pursuant to this Agreement and (2) any amounts in the nature of income or gain allocated to such Partner pursuant to this Article 8 or Appendix II;