

6.9 Withholding.

(a) General. Each Partner shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Fund, each of the other Partners and each Covered Person who is or who is deemed to be the responsible withholding agent or is otherwise liable for U.S. federal, state or local or non-U.S. income or corporation tax purposes against all claims, liabilities and expenses of whatever nature relating to such Covered Person's or other Partner's obligation to withhold and to pay over, or otherwise pay, any withholding or other taxes payable by the Fund, other Partner or Covered Person with respect to such Partner or as a result of such Partner's participation in the Fund.

(b) Authority to Withhold; Treatment of Withheld Tax. Notwithstanding any other provision of this Agreement, each Partner hereby authorizes the Fund and the General Partner to withhold and to pay over, or otherwise pay, any withholding or other taxes payable or required to be deducted by the Fund, the General Partner, the Manager, any Alternative Investment Vehicle or any of their respective Affiliates (pursuant to the Code or any provision of U.S. federal, state or local or non-U.S. tax law or otherwise) with respect to such Partner or as a result of such Partner's participation in the Fund (including as a result of a distribution in kind to such Partner). If and to the extent that the Fund shall be required to withhold or pay any such withholding or other taxes, such Partner shall be deemed for all purposes of this Agreement to have received a payment from the Fund as of the time that such withholding or other tax is withheld or required to be paid, whichever is earlier, which payment shall be deemed to be a distribution of Distributable Cash with respect to such Partner's Interest to the extent that such Partner (or any successor to such Partner's Interest) would have received a cash distribution but for such withholding. To the extent that such payment exceeds the cash distribution that such Partner would have received but for such withholding, the General Partner shall notify such Partner as to the amount of such excess and such Partner shall make a prompt payment to the Fund of such amount by wire transfer, which payment shall not constitute a Loan and, consequently, shall not reduce the Remaining Commitment of such Partner or increase the balance of such Partner's Partner Account. The Fund may hold back from any such distribution in kind property having a Value equal to the amount of such taxes until the Fund has received payment of such amount.

(c) Withholding Tax Rate. Any withholdings referred to in this Section 6.9 shall be made at the maximum applicable statutory rate under the applicable tax law unless the General Partner shall have received an opinion of counsel, or other evidence, satisfactory to the General Partner to the effect that a lower rate is applicable or that no withholding is applicable.

(d) Withholding from Distributions to the Fund. In the event that the Fund receives a distribution or payment from or in respect of which tax has been withheld, the Fund shall be deemed to have received cash in an amount equal to the amount of such withheld tax, and each Partner shall be deemed for all purposes of this Agreement to have