

received a payment from the Fund as of the time of such distribution or payment equal to the portion of such amount that is attributable to such Partner's Interest as determined by the General Partner in its sole discretion, which payment shall be deemed to be a distribution of Distributable Cash pursuant to the relevant clause of Section 6.2 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. In the event that the Fund anticipates receiving a distribution or payment from which tax will be withheld in kind, the General Partner may elect to prevent such in kind withholding by paying such tax in cash and may require each Partner in advance of such distribution to make a prompt payment to the Fund by wire transfer of the amount of such tax attributable to such Partner's Interest as equitably determined by the General Partner, 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.

(e) FATCA. Each Partner shall provide the General Partner and the Fund with any information, representations, certificates or forms relating to such Partner (or its direct or indirect owners or account holders) that are requested from time to time by the General Partner and that the General Partner determines in its sole discretion are necessary or appropriate in order for any fund entity (including (i) the Fund and any Alternative Investment Vehicle, (ii) any entity in which the Fund or any Alternative Investment Vehicle holds (directly or indirectly) an interest (whether in the form of debt or equity), (iii) any member of any "expanded affiliated group" (as defined in section 1471(e)(2) of the Code) of which any Person described in clause (i) or (ii) is a member and (iv) the Manager or any of its Affiliates) to (A) enter into, maintain or comply with the agreement contemplated by section 1471(b) of the Code, (B) satisfy any requirement imposed under sections 1471 through 1474 of the Code in order to avoid any withholding required under sections 1471 through 1474 of the Code (including any withholding upon any payments to such Partner under this Agreement), (C) comply with any reporting or withholding requirements under sections 1471 through 1474 of the Code or (D) comply with any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of sections 1471 through 1474 of the Code. In addition, each Partner shall take such actions as the General Partner may reasonably request in connection with the foregoing. In the event that any Partner fails to provide any of the information, representations, certificates or forms (or undertake any of the actions) required under this Section 6.9(e), the General Partner shall have full authority to (A) (x) form an entity organised in the United States of America and transfer such Partner's Interest to such