

computing Tax Distributions, if each Security distributed in kind to the Special Limited Partner had been sold by the Special Limited Partner immediately after distribution for its Value (as determined for purposes of Section 6.5) and (iii) the amount of any payment made by, or distributions deemed to have been distributed to, the Special Limited Partner pursuant to Section 6.9, in the case of each of clauses (i), (ii) and (iii), relating to the Special Limited Partner's right to receive distributions pursuant to Sections 6.2 and 11.2 attributable to such Limited Partner,

and the Fund shall, subject to applicable law, distribute such amount to such Limited Partner.

11.4 Dissolution. Following the completion of the foregoing provisions of this Article XI, the General Partner (or the liquidator or other representative referred to in Section 11.2(a)) shall give such notice as is required by the Partnership Law, *provided* that the Fund will not be terminated and such notice as is required by the Partnership Law will not be given by the General Partner (or such liquidator or other representative) prior to the 18-month anniversary of the last day of the Term unless otherwise required by the Partnership Law.

## ARTICLE XII

### AMENDMENTS; POWER OF ATTORNEY

#### 12.1 Amendments.

(a) General. Any modifications of or amendments to this Agreement duly adopted in accordance with the terms of this Agreement may be executed in accordance with Section 12.2. The terms and provisions of this Agreement (including any provision calling for the consent, approval, review or waiver of the members of the Advisory Committee) may be modified or amended at any time and from time to time with the written consent of the General Partner and a Majority in Interest, *provided* that the General Partner may, without the consent of any of the Limited Partners:

(i) enter into agreements with Persons that are permitted Transferees of the General Partner or the Special Limited Partner pursuant to the terms of this Agreement, providing in substance that such Transferees will be bound by this Agreement and will become Substitute Partners;

(ii) amend this Agreement as may be required to implement Transfers of Interests or the admission of any Substitute Partner or any Subsequent Closing Partner in accordance with the terms of this Agreement;