

*Proprietary and Confidential*

necessary to or useful in the performance of its duties in that capacity) shall be borne by the Partnership.

- (b) For fiscal years of the Partnership beginning after December 31, 2017 (or if the effective date of Section 1101 of the BBA is extended, such later extended date): (i) the General Partner shall be designated the “partnership representative” within the meaning of Section 6223(a) of the Code (the “Partnership Representative”) and the General Partner shall be authorized to take any actions necessary under Treasury Regulations or other guidance to cause the General Partner to be designated as such; (ii) the Partnership and each Partner agree that they shall be bound by the actions taken by the Partnership Representative, as described in Section 6223(b) of the Code; (iii) the Partners consent to the election set forth in Section 6226(a) of the Code and agree to take any action, and furnish the General Partner with any information necessary, to give effect to such election if the General Partner decides to make such election; and (iv) any imputed underpayment imposed on the Partnership pursuant to Code Section 6232 of the Code (and any related interest, penalties or other additions to tax) that the General Partner reasonably determines is attributable to one or more Partners shall be promptly paid by such Partners to the Partnership (*pro rata* in proportion to their respective shares of such underpayment) within 15 days following the General Partner’s request for payment (and any failure to pay such amount shall result in a subsequent reduction in distributions otherwise payable to such Partner plus interest on such amount calculated at the Prime Rate plus 2%). Any references to Code Sections set forth in this 14.6.2(b) refer to those Sections as in effect for fiscal years of the Partnership beginning after December 31, 2017 (or if the effective date of Section 1101 of the BBA is extended, such later extended date). For the avoidance of doubt, (i) the costs of any action taken by or on behalf of the General Partner, the Partnership or their respective Affiliates pursuant to this 14.6.2(b) shall be borne by the Limited Partner benefitting from such action (together with the other Limited Partners similarly benefitting from such actions, in proportion to their respective Percentage Interests), (ii) the General Partner will be entitled to rely conclusively on the advice of the Partnership’s independent accountant or other tax advisor in making any determination in respect of the partnership tax audit rules prescribed by the BBA, and (iii) the General Partner shall not be required to indemnify any Limited Partner or the Partnership with respect to any taxes incurred under such partnership tax audit rules.
- (c) Each Partner shall provide to the Partnership upon request such information, forms or representations which the General Partner may reasonably request with respect to the Partnership’s compliance with applicable tax laws, including, any information, forms or representations requested by the General Partner to assist in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency upon the Partnership or amounts paid to the Partnership. Each Partner agrees to promptly provide the General Partner such information regarding the Partner and its beneficial owners and forms as the General Partner requests so that the Partnership may avoid any adverse consequences under FATCA. Notwithstanding anything to the contrary in this Agreement or the Partner’s subscription agreement, if any, the Partner 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 U.S. Internal Revenue Service and/or the U.S. Treasury or any other governmental authority any information required to be reported with respect to such Partner, its beneficial owners or the Partnership.