

“Adjustment Date” shall mean the last day of each Fiscal Year and any other date that the General Partner determines in its good faith and reasonable discretion to be appropriate for an interim closing of the Fund’s books.

“Advisers Act” shall mean the U.S. Investment Advisers Act of 1940, as amended from time to time, and the rules and regulations of the U.S. Securities and Exchange Commission promulgated thereunder.

“Advisory Committee” shall have the meaning set forth in Section 3.7(a).

“Advisory Committee Indemnitee” shall mean a Person serving, or who has served, as a member of the Advisory Committee (and, with respect to Claims or Damages arising out of or relating to such service only, the Limited Partner or the investor in a Feeder Fund or Parallel Fund, as the case may be, that nominated such Person and each of such Limited Partner’s or investor’s officers, directors, employees, partners, members, managers, agents and other representatives).

“Affiliate” shall mean, with respect to any specified Person, a Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified, *provided* that Portfolio Companies (and portfolio companies of any Alternative Investment Vehicles), Portfolio Investments (and portfolio investments of any Alternative Investment Vehicles) and Related Investment Funds shall be deemed not to be “Affiliates” of the Manager, the General Partner or the Fund. For the purposes of this definition, (a) the term “control” and its corollaries means (i) the direct or indirect ownership of in excess of 50% of the equity interests (or interests convertible into or otherwise exchangeable for equity interests) in a Person or (ii) the possession of the direct or indirect right to vote in excess of 50% of the voting Securities or elect in excess of 50% of the board of directors or other governing body of a Person (whether by Securities ownership, contract or otherwise) and (b) unless the General Partner determines otherwise, a limited partnership will be deemed to be “controlled” by its general partner.

“Affiliated Partner” shall mean, subject to Section 7.6(i), an Executive Fund Partner (including, for the avoidance of doubt, the Special Limited Partner) and any other Limited Partner (other than a Feeder Fund) that is an Affiliate of Deutsche Bank.

“Agreement” shall mean this Amended and Restated Limited Partnership Agreement, as amended, supplemented or restated from time to time.

“Alternative Investment Vehicle” shall have the meaning set forth in Section 4.5(d).