

would not otherwise be subject, or that is reasonably likely to materially increase any such regulatory requirement beyond what it would otherwise have been, (c) a violation of any written investment policy of a Limited Partner that the General Partner has agreed in writing on or prior to the date of such Limited Partner's admission to the Fund is likely to have a material adverse effect on such Limited Partner (and such policy remains in effect as of the date on which a determination of Material Adverse Effect is being made) or (d) an occurrence that is reasonably likely to result in any Securities or other assets owned by the Fund being deemed to be "plan assets" under ERISA or that is reasonably likely to result in a "prohibited transaction" under ERISA.

"Media Company" shall mean any Person that, directly or indirectly, owns, controls or operates a broadcast radio or television station, a cable television system, or a "daily newspaper" (as such term is defined in section 73.3555 of the FCC's rules and regulations, as amended from time to time), a "multipoint distribution service," any other communications facility operated pursuant to a license granted by the FCC and subject to the provisions of section 310(b) of the Communications Act, or any other business that is subject to the FCC Rules.

"NASDAQ" shall mean the automated screen-based quotation and trade execution system operated by The Nasdaq Stock Market LLC or any successor thereto.

"Non-Defaulting Partners" shall have the meaning set forth in Section 5.7(b).

"Non-Plan Party" shall have the meaning set forth in Section 3.4(a).

"Organisational Expenses" shall mean all costs and expenses incurred in connection with the formation and organisation of the Fund and the General Partner, as determined in good faith by the General Partner, including out-of-pocket legal, accounting, printing, travel and filing fees and expenses; but not including Placement Fees.

"Original Agreement" shall have the meaning set forth in the recitals hereto.

"Other Accounts" shall have the meaning set forth in Section 2.3(a).

"Parallel Fund" shall have the meaning set forth in Section 4.5(c).

"Partner Account" shall have the meaning set forth in Section 6.1.