

“**Administrator**” means the administrator of the Partnership.

“**Affiliate**” of a specified Person means a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the specified Person. For this purpose, “**control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Amended and Restated Agreement of Limited Partnership of the Partnership, as originally executed and as it may be amended, modified, restated, novated or supplemented from time to time, as the context requires.

“**Approved Agent**” means any agent for a Partner or, as the case may be, an agent or nominee (or both), if duly appointed, for the legally appointed:

- (i) representative of a Partner who is deceased;
- (ii) trustee in bankruptcy of a Partner who is bankrupt; or
- (iii) curator, guardian or receiver of a Partner who is mentally incapable of managing his affairs.

The General Partner may, unless it has actual notice to the contrary, accept the written representation of an Approved Agent that such Approved Agent is the duly appointed agent or nominee (or both) of any Partner or of any of the Persons in (i), (ii) or (iii) above without further investigation or verification.

“**Attorney**” has the meaning set forth in Section 15.01.

“**Auditors**” has the meaning set forth in Section 14.05.

“**Book Item**” has the meaning specified in Section 6.02(b).

“**Business Day**” means any day other than (a) Saturday and Sunday and (b) any other day on which banks located in the City of London are required or authorized by law to remain closed.

“**Capital Account**” has the meaning specified in Section 6.01.

“**Capital Commitment**” means, with respect to any Limited Partner, the amount set forth as such in respect of such Limited Partner on Schedule A hereto, as the same may be adjusted from time to time to reflect any Transfers of Interests in accordance with Article 10 of this Agreement or to reflect changes resulting from the exercise of remedies in respect of a defaulting Limited Partner pursuant to Section 5.03.

“**Capital Contribution**” means, with respect to any Limited Partner, any capital contributions made by such Limited Partner in respect of its Capital Commitment pursuant to Sections 2.04 or 5.02.

“**Claims and Expenses**” has the meaning set forth in Section 9.03.