

is established in the Cayman Islands as an exempted company, and/or any successor thereto, in each case in its capacity as a general partner of the Fund.

“GPS Start Date” shall have the meaning set forth in Section 7.3(a).

“Gross Negligence” shall have the meaning given to the concept of “gross negligence” as understood and interpreted in accordance with the laws of the State of Delaware in the United States of America.

“Incentive Points” shall mean with respect to a Limited Partner (other than a Feeder Fund) or an investor in a Feeder Fund, in either case that is admitted to the Fund or a Feeder Fund, as applicable, (a) after the Initial Closing, zero basis points and (b) at or prior to the Initial Closing, 5 basis points.

“Indebtedness” shall mean (a) all indebtedness for borrowed money and all other similar obligations contingent or otherwise, including all indebtedness or similar obligations incurred under, in respect of or evidenced by notes, bonds, debentures, surety bonds, letters of credit, hedges and other similar financial contracts (but excluding, for the avoidance of doubt, any deferred consideration payable by the Fund or any Person controlled by it in connection with any Portfolio Investment) and (b) all guarantees of indebtedness or the obligations of others of the type described in clause (a) above.

“Initial Closing” shall mean the closing of the sale on the date hereof of one or more Interests pursuant to one or more Deeds of Adherence and the execution and delivery of this Agreement on the date hereof.

“Initial Limited Partner” shall mean Deutsche Asset Management Group Limited.

“Interest” shall mean, with respect to any Partner, the interest of such Partner in, or with respect to, the Fund in accordance with the terms of this Agreement, including such Partner’s share in the profits and the capital of the Fund, such Partner’s Capital Contribution, Loans, if any, and all other rights and obligations (including its Commitment) that such Partner has in, or with respect to, the Fund.

“Invested Capital” shall mean, with respect to (a) any Limited Partner (other than a Feeder Fund) as of any date, an amount equal to the aggregate of (i) the Loans advanced by such Limited Partner in respect of Portfolio Investments, and (ii) an amount, if any, equal to such portion of such Limited Partner’s Remaining Commitment that has been reserved for investment in Portfolio Investments and (b) any investor in a Feeder Fund as of any date, an amount equal to the aggregate of (i) the commitment (or equivalent) advanced, directly or