"**Invested Capital**" shall mean, with respect to any Limited Partner, such Limited Partner's Capital Contributions made in respect of investments in the Master Fund that are still held by the Onshore Feeder Fund (to the extent such Capital Contributions have not been returned from distributions from the Master Fund), plus any amounts attributable to such Limited Partner that are reserved by the General Partner to fund future capital calls of the Master Fund.

"**Investment Company Act**" means the United States Investment Company Act of 1940, as amended from time to time.

"**Investment Expenses**" include (i) any Master Fund Management Fees, organizational and operational expenses of the Master Fund and carried interest payable in respect of the Master Fund, and (ii) any other amounts charged by the Master Fund to the Partnership (by virtue of the Partnership being or becoming an investor in the Master Fund).

"**Investment Management Agreement**" means the investment management agreement between the Partnership acting by the General Partner and the Investment Manager, as in effect from time to time.

"**Investment Manager**" means the Person appointed by the General Partner for and on behalf of the Partnership to manage and administer the Partnership pursuant to the Investment Management Agreement, in such Person's capacity as the investment manager of the Partnership. The initial Investment Manager shall be Deutsche Bank Trust Company Americas or an Affiliate.

"**Investment Period**" means the Investment Period of the Master Fund (as defined in the Master Fund LPA).

"**LIBOR**" means the rate for deposits in U.S. Dollars for a period of three (3) months that appears on the Telerate Page 3750 as of 11:00 a.m., London time, on the date of determination.

"**Limited Partner**" means each Person that executes a counterpart of this Agreement and becomes a Limited Partner as provided herein, so long as such Person continues as a Limited Partner and is reflected as such in the books and records of the Partnership, in each case in such Person's capacity as a Limited Partner of the Partnership, and "**Limited Partners**" means all such Persons.

"**Majority in Interest**" means Limited Partners whose Capital Commitments to the Partnership represent, in the aggregate, over 50% of the aggregate Capital Commitments to the Partnership.

"**Master Fund**" means Secondary Opportunities Fund III, LP, an English limited partnership, together with any alternative investment vehicles and other parallel vehicles formed in accordance with the Master Fund LPA.

"**Master Fund Default**" has the meaning specified in Section 5.03(b).