

applicable law, if any, and the decision to invest plan assets in the Onshore Feeder Fund is consistent with such provisions;

(iv) the Investor has concluded that the proposed purchase of an Interest is consistent with applicable fiduciary responsibilities under ERISA and other applicable law, if any; and

(v) the investment in the Onshore Feeder Fund by the Investor will not result in a non-exempt "prohibited transaction" within the meaning of Section 406 of ERISA or Section 4975 of the Code.

(aa) If the investment in the Interest is being made on behalf of a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, (i) there is no provision in the instruments governing such plan or any federal, state or local or foreign law, rule, regulation or constitutional provision applicable to the plan that could in any respect affect the operation of the Onshore Feeder Fund by the General Partner or prohibit any action contemplated by the operational documents and related disclosure of the Onshore Feeder Fund, including, without limitation, the investments which may be made pursuant to the investment strategies, the concentration of investments and the payments by the plan of incentive or other fees, and (ii) the plan's investment in the Onshore Feeder Fund will not conflict with or violate the instruments governing such plan or any federal, state or local or foreign law, rule, regulation or constitutional provision applicable to the plan.

(bb) If the investment in the Interest is being made on behalf of an employee benefit plan maintained outside of the United States primarily for the benefit of persons substantially all of whom are nonresident aliens (as described in Section 4(b) (4) of ERISA), (i) there is no provision in the instruments governing such plan or any federal, state or local or foreign law, rule, regulation or constitutional provision applicable to the plan that could in any respect affect the operation of the Onshore Feeder Fund by the General Partner or prohibit any action contemplated by the operational documents and related disclosure of the Onshore Feeder Fund, including, without limitation, the investments which may be made pursuant to the investment strategies, the concentration of investments and the payments by the plan of incentive or other fees, and (ii) the plan's investment in the Onshore Feeder Fund will not conflict with or violate the instruments governing such plan or any federal, state or local or foreign law, rule, regulation or constitutional provision applicable to the plan.

(cc) The Investor agrees that all Capital Contributions and Distributions will be made through its Deutsche Bank Private Wealth Management Account (a "DB Account") in accordance with the attached Letter of Authorization. The Investor understands that if it closes its DB Account during the term of the Onshore Feeder Fund and fails to provide the General Partner or the Administrator with identification verification information or other information required by anti-money laundering or other governmental regulations, the General Partner or the Investment Manager may "freeze" the Investor's Interest, either by prohibiting additional Capital Contributions or Distributions or declining any transfer request.

(dd) The Investor hereby consents to receive Schedule K-1 electronically (the "Consent") from the Onshore Feeder Fund. The Investor acknowledges and agrees that:

(i) Any Investor that does not Consent will be provided with a paper copy of Schedule K-1, which will be mailed to the Investor's address on file with the Onshore Feeder Fund, and the Investor will pay all costs and expenses in connection with the preparation, assembly and delivery of such Schedule K-1. Failure to pay such costs and expenses shall

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