

General Partner's Share (including advances on account thereof) received by GP Ltd in the eight calendar quarters immediately preceding the replaced Manager's removal;

(h) for all other purposes of this Agreement, the replacement manager of the Fund shall be deemed to be the "Manager" hereunder and shall be deemed to be the manager of the Fund without any further action, approval or vote of any Person, including any other Partner, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement that contain rights, obligations or duties of the Manager, effective immediately prior to the removal of the replaced Manager. Where the replaced Manager was removed pursuant to Section 7.6(a), the replacement manager of the Fund shall be entitled to the remaining 50% share of distributions that would have been made to the Special Limited Partner were it not for the first sentence of Section 7.6(f); and

(i) except in circumstances where the replacement manager of the Fund is an Affiliate of Deutsche Bank, on and from the date of removal of the replaced manager, neither any Executive Fund Partner (including the Special Limited Partner) nor any other Limited Partner that is an Affiliate of Deutsche Bank shall be considered to be an "Affiliated Partner" for the purposes of this Agreement.

ARTICLE VIII

BOOKS AND RECORDS; REPORTS TO PARTNERS; ETC.

8.1 Maintenance of Books and Records. Until the dissolution of the Fund pursuant to Section 11.4, the General Partner shall maintain full and accurate accounts of the transactions of the Fund in proper books and records of account, which shall set forth all information required by the Act. Such books and records shall be maintained in accordance with U.S. Generally Accepted Accounting Principles or International Financial Reporting Standards, *provided* that the financial statements of the Fund shall not be consolidated with those of the Manager or of any Portfolio Investment. The General Partner shall keep or cause to be kept at the principal place of business of the Fund (or at such other place as the General Partner shall determine and, if during the Term, shall advise the Limited Partners in writing) copies of such books and records during the Term and for a period of six years thereafter. The books and records of the Fund as so maintained shall be the basis for the preparation of the financial reports to be provided to current and former Partners pursuant to this Article VIII. Such books and records shall be available, upon five Business Days' notice to the General Partner, for inspection and copying at reasonable times during business hours by a Limited Partner or its duly authorised agents or representatives for any purpose reasonably related to such Limited Partner's Interest.