

(iii) amend this Agreement (*A*) to satisfy any requirements, conditions, guidelines or opinions contained in the Act or the laws of the United Kingdom or the applicable laws of any other jurisdiction, or in any guidance, guidelines, opinion, directive, order, ruling or regulation of the Securities and Exchange Commission, the Internal Revenue Service, the FCA, HM Revenue & Customs or any other U.S. federal or state or non-U.S. governmental agency or the FCA, or in any U.S. federal or state or non-U.S. statute, rule or regulation, compliance with which the General Partner deems to be in the best interest of the Fund, or (*B*) to change the name of the Fund;

(iv) amend this Agreement as may be necessary or advisable to comply with the Advisers Act, the BHC Act, the FCC Rules, FSMA, the FCA Handbook, any anti-money laundering or anti-terrorist laws, rules, regulations, directives or special measures, and any other applicable laws;

(v) amend this Agreement to cure any ambiguity or correct or supplement any provision hereof that may be incomplete or inconsistent with any other provision hereof, so long as such amendment under this clause (v) does not adversely affect the interests of the Limited Partners thereof;

(vi) amend this Agreement in accordance with Sections 2.6, 4.5 and 7.5;

(vii) amend the name of the Fund to incorporate or remove the words “DB” or “Deutsche Bank”;

(viii) amend this Agreement as the General Partner determines in good faith to be advisable in connection with legal, tax, regulatory, accounting or other similar issues affecting one or more of the Partners or the Manager, so long as such amendment does not materially and adversely affect the Limited Partners; and

(ix) amend this Agreement as may be necessary to make any amendments to this Agreement negotiated with Subsequent Closing Partners in connection with their admission to the Fund as Limited Partners, so long as such amendment under this clause (ix) does not adversely affect the interests of the Limited Partners.

(b) Certain Amendments Requiring Special Consent. Notwithstanding the provisions of Section 12.1(a), no modification of or amendment to this Agreement shall be made that will:

(i) change the definition of “BHC Partner” or modify or amend Section 3.5 or this Section 12.1(b)(i) in a manner adverse to the BHC Partners