"**Feeder Funds**" means the Onshore Feeder Fund and the Offshore Feeder Fund, collectively.

"**Fiscal Period**" means the period commencing at the beginning of each Fiscal Year or such other date as may be determined by the General Partner or the Investment Manager and ending on each date immediately preceding the next Fiscal Period or Fiscal Year.

"**Fiscal Year**" means the calendar year, except that the initial Fiscal Year shall commence on the Initial Closing Date and the final Fiscal Year shall end on the date on which the winding up of the Partnership under Article 11 is completed.

"**Funding Reserve**" has the meaning specified in Section 7.05.

"**GAAP**" means U.S. Generally Accepted Accounting Principles.

"**General Partner**" has the meaning set forth in paragraph (1) of the description of the parties to this Agreement or, when the context so requires, any other Person who, at such time, serves as the general partner of the Partnership, in its capacity as a general partner of the Partnership. References to the General Partner in this Agreement are to the General Partner acting for and on behalf of the Partnership.

"**HIRE Act**" means the Hiring Incentives to Restore Employment Act of 2010, as amended.

"**Incapacity**" means, as to any Person, (i) the adjudication of incompetence or insanity, the filing of a voluntary petition in bankruptcy or insolvency, the entry of an order of relief in any bankruptcy or insolvency proceeding or the entry of an order that such Person is bankrupt or insolvent, or (ii) the death, dissolution or termination (other than by merger or consolidation), as the case may be, of such Person.

"**Indemnified Person**" means the General Partner, the Investment Manager, any Placement Agent, the Administrator, the custodian, any sub-advisor appointed by the Investment Manager or any other service provider to the Partnership, and any controlling Person, Affiliates, directors, members, officers, employees, delegates, agents, shareholders or legal representatives of any of them or their Affiliates.

"**Initial Closing Date**" means the date on which the Partnership holds its initial closing.

"**Initial Limited Partner**" has the meaning set forth in paragraph B of the recitals to this Agreement.

"**Interest**" means the entire limited partner interest of a Limited Partner in the Partnership at any particular time, including the right of such Limited Partner to any and all benefits to which a Limited Partner may be entitled as provided in this Agreement, together with the obligations of such Limited Partner to comply with all the terms and provisions of this Agreement.