

Transfer of all of its Interest made in accordance with Article 10, and no withdrawal or retirement shall dissolve or terminate the Partnership.

(b) Notwithstanding anything to the contrary in this Agreement, in the event that the General Partner or the Investment Manager (or an Affiliate thereof) learns at any time that a Limited Partner is a Person with whom any dealings would be prohibited under any law or regulation applicable to Deutsche Bank or any of its Affiliates, or with whom dealing would present an unacceptable reputational risk for the Investment Manager, Deutsche Bank or any of their respective Affiliates, such Limited Partner's Interest shall be subject to forfeiture to the Partnership or to otherwise compulsory repurchase or Transfer, with or without compensation, and no further distributions with respect to such forfeited, repurchased or transferred Interest shall be made. The General Partner may also subject a Limited Partner's Interest to compulsory repurchase or Transfer, with or without compensation, in circumstances in which, in the opinion of the General Partner or Investment Manager, such Limited Partner's holding an Interest might result in the Partnership, its assets, the General Partner or the Investment Manager suffering any legal, monetary, regulatory, tax or material administrative disadvantage which it might not otherwise have incurred or suffered. Notwithstanding anything to the contrary in this Agreement, the General Partner and the Investment Manager shall have the sole discretion to apply the provisions of this Section 4.06(b) to each investor of the Offshore Feeder Fund on a look-through basis.

ARTICLE 5

CAPITAL CONTRIBUTIONS BY LIMITED PARTNERS

Section 5.01. Capital Contributions. Each Limited Partner shall make Capital Contributions to the Partnership from time to time as specified by the General Partner in the manner hereinafter set forth. The aggregate amount of Capital Contributions required to be made to the Partnership by a Limited Partner at a particular time shall not exceed such Limited Partner's Remaining Capital Commitment at that time. The General Partner shall not be required to make any Capital Contributions to the Partnership or to lend any funds to the Partnership, but the General Partner may in its sole discretion elect to do so.

Section 5.02. Drawdowns. (a) Each Limited Partner shall make Capital Contributions to the Partnership in such amounts and at such times as the General Partner shall specify in notices ("**Drawdown Notices**") sent from time to time to such Limited Partner. The General Partner may require Capital Contributions to fund the Partnership's share of capital calls made by the Master Fund, including in respect of Investment Expenses, to establish the Funding Reserve, to fund Feeder Fund Expenses (including Onshore Feeder Fund Management Fees and all amounts payable under any Credit Facility), to fund any withholding or other tax liability, and as may be required by the Partnership to comply with any of its obligations to provide indemnification to any Person. All Capital Contributions shall be paid to the Partnership in immediately available funds in U.S. Dollars by 11:00 a.m. (New York City time) on the date specified in the applicable Drawdown Notice.

(b) Each Drawdown Notice shall specify: