

(i) The Investor understands and acknowledges that the Interest cannot be sold, pledged or transferred without the prior written consent of the General Partner (or its delegate), after the General Partner (or its delegate) confirms that all conditions of transfer as described in the Onshore Feeder LP Agreement are satisfied and any required fee is paid in full.

(j) The Investor understands and acknowledges that the general partner of the Master Fund, the Investment Manager and Deutsche Bank will have confidential information relating to the Master Fund and its investments that has not been disclosed to the General Partner, the Onshore Feeder Fund or the Investors. The Investor hereby waives all rights it may now have or hereinafter acquire against such parties arising out of or in connection with such non-disclosure of such confidential information.

(k) The Investor understands and acknowledges that the fees and carried interest payable by the Onshore Feeder Fund to the Master Fund in respect of the Onshore Feeder Fund's commitment to the Master Fund will be in addition to the Feeder Fund Expenses payable by the Investor to the Onshore Feeder Fund and will reduce the amounts available for distribution to the Investor (provided that the Onshore Feeder Fund Management Fee is inclusive of the amount of any management fee payable in respect of the Onshore Feeder Fund as a limited partner of the Master Fund). The Investor further understands and acknowledges that it will be responsible for its *pro rata* portion of the fees and expenses described in Annex A.

(l) The Investor understands and acknowledges that in the event the General Partner or the Investment Manager learns at any time that the Investor is a person with whom any dealings would be prohibited under any law or regulation applicable to any member of the Deutsche Bank Group as a whole, or with whom dealing would present an unacceptable reputational risk for the Investment Manager or any member of the Deutsche Bank Group, such Investor's Interest shall be subject to forfeiture to the Onshore Feeder Fund 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 or the Investment Manager may also subject the Investor's Interest to compulsory repurchase or transfer, with or without compensation, in circumstances in which, in the opinion of the General Partner or the Investment Manager, such Investor's holding an Interest might result in the Onshore Feeder Fund, 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.

(m) If the Investor is an employee of Deutsche Bank or any of its affiliates, the Investor requests, understands and acknowledges the following:

(i) the Investor is an employee of Deutsche Bank Securities Inc. or Deutsche Bank Trust Company Americas that has solicited Interests in the Onshore Feeder Fund;

(ii) without limiting the generality of Section 2(l), if it is determined by the General Partner or the Investment Manager that the Investor's investment in the Master Fund would violate the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, any rules or regulations promulgated thereunder, or any other applicable law or regulation, the Investor shall be required to sell or otherwise transfer its Interest and none of the Onshore Feeder Fund, the General Partner, the Administrator, the Investment Manager or any of their affiliates shall be liable for any losses the Investor may incur;

(iii) the Investor is investing in its capacity as a third-party. No Deutsche Bank entity is responsible or liable for any taxes owed, or tax liability incurred, in connection with any investment made by the Onshore Feeder Fund, or the investment by the Investor in the Onshore

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