

constitute a default pursuant to the Onshore Feeder LP Agreement. All Investors that Consent will receive Schedule K-1s only in electronic form.

(ii) The Consent applies to each Schedule K-1 required to be furnished to the Investor by the Onshore Feeder Fund unless and until a formal withdrawal of Consent is received by the Onshore Feeder Fund. The Investor may formally withdraw Consent by writing (electronically or on paper) to Marina Vasin, Deutsche Bank Private Equity, 345 Park Avenue, Mail Stop: NYC 20-2422, New York, NY, 10154, or by e-mail at Marina.Vasin@db.com. The withdrawal of Consent will be effective either on the date it is received by the Onshore Feeder Fund, or on a subsequent date determined by the Onshore Feeder Fund and communicated to the Recipient within 60 days after the Onshore Feeder Fund receives the withdrawal. The Onshore Feeder Fund will confirm the withdrawal and the date on which it takes effect in writing. A withdrawal of Consent does not apply to a Schedule K-1 that was furnished electronically before the date on which the withdrawal takes effect.

(iii) The Investor must inform the Onshore Feeder Fund of any updated contact information, including e-mail address, mailing address and phone number, as soon as possible by sending the updated information to Marina Vasin, Deutsche Bank Private Equity, 345 Park Avenue, Mail Stop: NYC 20-2422, New York, NY, 10154, or by e-mail at Marina.Vasin@db.com. The Onshore Feeder Fund will inform the Investor of any change in the Master Fund's contact information.

(iv) The Investor will be required to confirm this Consent electronically through Intralinks® prior to accessing the Investor's Schedule K-1.

(v) Access to the internet, an e-mail address and Adobe®Reader® is required to access, print and retain the Schedule K-1. The Schedule K-1 may be required to be printed and attached to a Federal, State or local income tax return.

(cc) The Investor understands and acknowledges that Interests are not available to residents of Japan or corporations or other entities organized under the laws of Japan (collectively, "Japanese Investors" and each a "Japanese Investor"). Accordingly, the Investor represents that it is not a Japanese Investor. The Investor covenants that it will promptly notify the Placement Agent, the Investment Manager and the General Partner should the Investor become a Japanese Investor. The Investor understands and acknowledges that should it become a Japanese Investor, the Investor's Interest may be subject to forfeiture to the Onshore Feeder Fund or to otherwise compulsory repurchase or transfer, with or without compensation, with no further distributions with respect to such forfeited, repurchased or transferred Interest.

#### 4. Prevention of Money Laundering.

(a) The Investor understands, acknowledges, represents and agrees (i) that the funds used to purchase the Investor's Interest in the Onshore Feeder Fund do not represent the proceeds of illegal activity, and are not derived from, or related to, any activities that are deemed criminal under U.K. law or that may contravene U.S. federal or state or other non-U.S. laws and regulations, including anti-money laundering laws and regulations; (ii) that the acceptance of this Subscription Agreement, together with the appropriate remittance, will not breach any applicable money laundering or related rules or regulations (including, without limitation, any statutes, rules or regulations in effect under the laws of the United States or any state thereof pertaining to prohibitions on money laundering or to transacting business or dealing in property that may be blocked or may belong to Specially Designated Nationals as those terms are used by the OFAC); (iii) that no payments, advances or contributions by the Investor to the Onshore