

**SECOND AMENDMENT TO THE
AGREEMENT OF LIMITED PARTNERSHIP OF
CROSS ATLANTIC TECHNOLOGY FUND, L.P.**

THIS SECOND AMENDMENT dated as of November 1, 2011 to the AGREEMENT OF LIMITED PARTNERSHIP dated as of December 8, 1999, as amended (the "Agreement"), of CROSS ATLANTIC TECHNOLOGY FUND, L.P. (the "Partnership"), a Delaware limited partnership, between XATF Management, L.P., its general partner (the "General Partner") and its LIMITED PARTNERS.

The undersigned wish to amend the Agreement to the extent set forth herein.

Accordingly, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Section 1.4.

Section 1.4 of the Agreement is hereby amended to read:

The Partnership shall be formed pursuant to this Agreement and the term of the Partnership shall continue through the close of business on December 31, 2012, unless sooner terminated in accordance with the termination provisions of Article IV.

From January 1, 2012 through December 31, 2012, the terms and conditions of Article II, Sections 2.7(a) and 2.7(b) of the Agreement will not apply and no management fee shall be due or payable to the Investment Manager as compensation for services rendered in the management of the Partnership. During this period, the Investment Manager will continue to operate under the terms and conditions of the Management Agreement between the Partnership and the Investment Manager, as amended or modified.

2. Capitalized Terms.

Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Partnership Agreement.

3. Enforceability of Agreement.

Except as amended hereby, the Agreement shall remain in full force and effect.

4. Entire Agreement.

This Amendment contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto.

5. **Counterparts.**

This Amendment may be executed in any number of counterparts, and when so executed, all of such counterparts shall constitute a single agreement binding upon all parties notwithstanding the fact that all parties are not signatories to the original counterpart.

6. **Governing Law.**

This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to principals governing conflicts of laws.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

XATF MANAGEMENT, L.P.

By: Cross Atlantic Capital Partners, Inc., its General Partner

By: _____

Name: Brian Adamsky
Title: CFO & Treasurer

COMMONWEALTH OF PENNSYLVANIA PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM

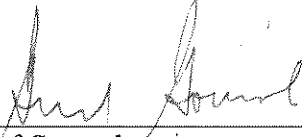
By:  _____

Name: **Alan H. Van Noord, CFA**
Title: **Chief Investment Officer
PSERS**

By:  _____

Name: **Jeffrey B. Clay**
Title: **Executive Director
PSERS**

Approved for form and legality:



Chief Counsel
Public School Employees' Retirement System