

Execution Version

**ADVENT LATIN AMERICAN PRIVATE EQUITY FUND VI-C
LIMITED PARTNERSHIP
(A Delaware Limited Partnership)**

SUBSCRIPTION DOCUMENTS

ADVENT LATIN AMERICAN PRIVATE EQUITY FUND VI-C LIMITED PARTNERSHIP

SUBSCRIPTION INSTRUCTIONS

Please find the following materials (the "Subscription Documents") that are enclosed with or attached to these Subscription Instructions:

1. Limited Partnership Agreement (the "Partnership Agreement") of Advent Latin American Private Equity Fund VI-C Limited Partnership (the "Partnership");
2. Subscription Agreement of the Partnership (the "Subscription Agreement"); and
3. Confidential Subscriber Financial Information with Attachment 1.

To subscribe for a limited partnership interest in the Partnership, a prospective investor (the "Subscriber") must review each of the Subscription Documents and complete and return certain of the Subscription Documents as instructed below.

1. Read the Subscription Agreement in its entirety and complete the attachments to the Subscription Agreement indicated below:
 - a. The Subscriber Information requested on Attachment A;
 - b. The information regarding the Subscriber's status as an employee benefit plan investor requested on Attachment B;
 - c. The information regarding the Subscriber's status as an "accredited investor" requested on Attachment C;
 - d. The information regarding the applicability of Regulation S under the U.S. Securities Act of 1933 to the Subscriber requested on Attachment D;
 - e. The information regarding the applicability of Rules 506(d) and 506(e) under the U.S. Securities Act of 1933 requested on Attachment E;
 - f. The information regarding the Subscriber's status as an investment company requested on Attachment F;
 - g. The information regarding the Subscriber's status as a "qualified purchaser" requested on Attachment G;
 - h. The information regarding the Subscriber's status as a "restricted person" or a "covered person" for purposes of the FINRA "New Issue Rules" requested on Attachment H;
 - i. The information relating to the identity of the Subscriber for tax purposes requested on Attachment I;

- j. The information regarding UBTI Reporting requested on Attachment J;
 - k. If required by Section 3.18, the Domestic Grantor Trust Certification included as Attachment K; and
 - l. The information regarding the Subscriber's status as a non-U.S. legal entity requested on Attachment L.
2. Sign and date two (2) copies of the Subscriber signature page on page S-1 of the Subscription Agreement.
 3. Send to the address below one (1) fully-executed and completed copy of the foregoing by facsimile or by email as a .pdf attachment and two (2) fully executed and completed copies by overnight courier to:

Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Attention: Yvonne Fok
Fax: (617) 523-1231
Email: yfok@goodwinprocter.com

If you have any questions concerning the completion of the Subscription Documents, please contact Eleanor Evans of Goodwin Procter LLP at eevans@goodwinprocter.com, (617) 570-1038.

4. **In addition to the foregoing**, the Subscriber will also need to provide certain additional information as set forth in the Subscriber Financial Information Packet attached to this Subscription Agreement (including IRS Form W-9 or the appropriate Form W-8). The Subscriber Financial Information Packet should be returned **directly to the Partnership** (and **not** to the address above) in accordance with its instructions.

ADVENT LATIN AMERICAN PRIVATE EQUITY FUND VI-C LIMITED PARTNERSHIP

SUBSCRIPTION AGREEMENT

The undersigned (the "Subscriber") hereby agrees with Advent Latin American Private Equity Fund VI-C Limited Partnership, a Delaware limited partnership (the "Partnership"), as set forth below. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the limited partnership agreement of the Partnership (as amended and/or restated and in effect from time to time, the "Partnership Agreement"). If the Subscriber is a trustee subscribing on behalf of a trust, such as an IRA, a Keogh plan or another type of trust, and has so indicated on its signature page hereto and specified the type of trust on behalf of which the Subscriber is subscribing, references in this Subscription Agreement to the "Subscriber" are intended to refer to the trust rather than to the trustee individually unless the context otherwise requires.

1. **Subscription.** The Subscriber hereby irrevocably subscribes for a limited partnership interest in the Partnership (the "Interest") in accordance with and subject to the terms, provisions and conditions set forth herein and in the Partnership Agreement and, in connection therewith, agrees to become a limited partner (a "Limited Partner") of the Partnership subject to acceptance of this Subscription Agreement.
2. **Acceptance/Rejection of Subscription; Payment.** Acceptance of this Subscription Agreement shall be by the execution of this Subscription Agreement by LAPEF VI GP Limited Partnership, a Delaware limited partnership (the "General Partner"), on behalf of the Partnership. The Subscriber understands that the General Partner reserves the right to reject the subscription evidenced by this Subscription Agreement in whole or in part for any reason whatsoever (the amount of the capital commitment, if any, accepted by the General Partner, on behalf of the Partnership, is specified on the Partnership's signature page hereto and is referred to herein as the Subscriber's "Subscription Amount" and is referred to in the Partnership Agreement as the Subscriber's Capital Commitment). In the event that this Subscription Agreement is rejected in whole by the General Partner, the subscription of the Subscriber herein shall become null and void. Upon such rejection, the Subscriber shall have no further obligations to the Partnership, except for such obligations of confidentiality as the Subscriber has agreed to by acceptance of the Memorandum (as defined below) and in accessing information regarding the Partnership and Advent International on the intralinks site established by Advent International for the Partnership. If the subscription evidenced by this Subscription Agreement is accepted by the General Partner, in whole or in part, the Subscriber shall be admitted to the Partnership as a Limited Partner on the date established by the Partnership and will be bound by, and receive the rights and obligations of, the terms of the Partnership Agreement as a Limited Partner. The Subscriber agrees to be bound by all the terms and provisions of the Partnership Agreement in the final form provided to the Subscriber prior to the Subscriber's admission to the Partnership, including, without limitation, the Subscriber's obligation to pay its Subscription Amount at the times and in the manner set forth in the Partnership Agreement, and acknowledges that the General Partner shall execute the Partnership Agreement for and on behalf of the Subscriber pursuant to the

power of attorney contained in Section 23 of this Subscription Agreement. The Subscriber understands and agrees that, except as otherwise provided in the Partnership Agreement, the Subscriber may not make less than the full amount of any Capital Contribution or other payment required to be made under the Partnership Agreement or this Subscription Agreement, and that default provisions with respect thereto, pursuant to which the Subscriber may suffer substantial adverse consequences (including, but not limited to, the loss of all or a material portion of its investment in the Partnership), are contained in the Partnership Agreement.

3. **Acknowledgements, Representations, Warranties and Agreements.** The Subscriber acknowledges, represents, warrants and agrees that the following statements are true as of the date hereof and will be true as of the date the Partnership admits the Subscriber to the Partnership as a Limited Partner, if ever, and as of each date on which the Subscriber makes a Capital Contribution to the Partnership:

3.1 **Subscriber Information.** The Subscriber information specified by the Subscriber on Attachment A hereto is complete and correct.

3.2 **Subscriber's Diligence.** The Subscriber has been furnished with, and has carefully read, the confidential Private Placement Memorandum relating to the Partnership (together with any supplement thereto provided or made available to the Subscriber prior to or at the time of its subscription for the Interest, the "Memorandum"), the Partnership Agreement, any legal opinions issued by the Partnership's counsel in respect of the Partnership and related matters in connection with the Subscriber's investment in the Partnership ("Legal Opinions") and any side letter, if applicable, between the Subscriber and the Partnership and/or the General Partner relating to the Subscriber's investment in the Partnership (the "Side Letter"), and the Subscriber acknowledges and agrees that the Memorandum, the Partnership Agreement, any Legal Opinions and, if applicable, the Side Letter supersede any other offering materials previously made available to prospective investors. In considering its subscription, the Subscriber (a) has been given the opportunity to make a thorough investigation of the current and proposed activities of the Partnership, (b) has been furnished with all materials relating to the Partnership and its proposed activities that the Subscriber has requested, (c) has been afforded the opportunity to obtain any additional information necessary to verify the accuracy of any representations made or information conveyed to the Subscriber, and (d) has been given the opportunity to ask questions of, and receive answers from, the General Partner concerning the terms and conditions and other matters pertaining to an investment in the Partnership. In considering its subscription, the Subscriber has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Partnership, any placement agent (if applicable), or any director, officer, employee, agent or general partner of the Partnership or any Affiliate of such persons, other than as set forth in the Memorandum, this Subscription Agreement, the Partnership Agreement, any Legal Opinions and, if applicable, the Side Letter. "Affiliate" means, with respect to any individual or entity, any person, directly or indirectly, through one or more intermediaries,

controlling, controlled by, or under common control with the individual or entity and “control” with respect to an entity means the power to exercise a controlling influence over the management or policies of such entity. The Subscriber recognizes that an investment in the Partnership involves certain risks and the Subscriber understands and accepts such risks. The Subscriber has carefully considered and has, to the extent the Subscriber believes such discussion necessary, discussed with legal, tax, accounting, regulatory and financial advisers the suitability and potential risks of the subscription in light of its particular tax and financial situation, and has determined that the Interest is a suitable investment for it.

- 3.3 Subscriber’s Sophistication. The Subscriber (either alone or together with any advisors retained by the Subscriber in connection with evaluating the merits and risks of the prospective investment in the Partnership) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of subscribing for the Interest, and is able to bear the economic risk of its investment in the Partnership for an indefinite period of time, including a complete loss of capital. The Subscriber’s decision to invest in the Partnership was made in the location indicated in Attachment A hereto as the address of the Subscriber’s primary contact.
- 3.4 Subscriber Not an Advisory Client. The Subscriber acknowledges that: (a) neither Advent International Corporation, a Delaware corporation (the “Manager”), nor any of its Affiliates nor any of their respective partners, members, managers, officers, employees or agents (each, a “Manager Party”) has acted for the Subscriber or advised the Subscriber in connection with the Subscriber’s subscription for the Interest; (b) accordingly, no Manager Party is responsible for providing the Subscriber with the protections afforded to clients of any Manager Party in connection with the Subscriber’s subscription for the Interest; (c) no advisory services will be provided to the Subscriber and no duties will be owed to the Subscriber except in the Subscriber’s capacity as a Limited Partner of the Partnership; and (d) the Subscriber has taken such advice from such other persons (if any) as the Subscriber considers appropriate. The Subscriber further acknowledges that, in connection with the formation of the Partnership and the offer and sale of the Interest: (i) Goodwin Procter LLP represents only the Partnership, the other LAPEF VI Partnerships, the General Partner and the Manager; (ii) Morris, Nichols, Arsht & Tunnell LLP (“MNAT”) represents only the Partnership, the other LAPEF VI Partnerships and the General Partner; (iii) neither Goodwin Procter LLP nor MNAT represents the Subscriber; and (iv) the Subscriber should consult its own legal and tax advisors in connection with the formation of the Partnership and the offer and sale of the Interest.
- 3.5 Subscription for Investment Only. The Interest is being subscribed to for the Subscriber’s own account and not for the account of any other Person, for investment only and not with a view to, or with any intention of, a distribution or resale thereof, in whole or in part, or the grant of any participation therein.

- 3.6 No Derivative Transactions. Unless otherwise agreed in a separate writing by the General Partner, the Subscriber has not entered into and will not enter into: (a) a swap, structured note or other derivative instrument with a third party, the return from which is based in whole or in part on the return of the Partnership; (b) a variable annuity or insurance policy with a third party, the value of which is based in whole or in part on the return of the Partnership; or (c) any other hedging transactions involving the Interest.
- 3.7 Employee Benefit Plan Status. The Subscriber understands that because it is the intent of the Partnership to operate in a manner such that the assets of the Partnership will not be “plan assets” subject to the provisions of Part 4 of Subtitle B of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and/or Section 4975 of the Code, the Subscriber must provide the Partnership with information necessary for the General Partner to determine whether the Partnership will be subject to the provisions of ERISA. In this regard, the Subscriber makes the representations and warranties contained in Attachment B.
- 3.8 No Advisory Relationship to Partnership. Neither the Subscriber nor any of its Affiliates (a) has discretionary authority or control, or otherwise provides investment advice with respect to the assets of the Partnership or (b) provides investment advice for a fee (direct or indirect) with respect to the assets of the Partnership.
- 3.9 Not a Registered Offering; Accredited Investor Status. The Subscriber is fully aware that the offering and sale of limited partnership interests in the Partnership, including the Interest being acquired by the Subscriber, have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), or any applicable securities laws of any states or other jurisdictions and have been made in reliance upon federal and state exemptions for transactions not involving a public offering. In furtherance thereof, the Subscriber (a) represents and warrants that it is an “accredited investor” as such term is defined in Rule 501(a) of Regulation D under the Securities Act (an “Accredited Investor”), (b) hereby makes the representations and warranties contained in Attachment C and Attachment D and (c) represents and warrants that it has accurately answered the questions on Attachment E relating to Rule 506(d) and Rule 506(e) of the Securities Act. The Subscriber acknowledges that at no time was the Subscriber presented with, or solicited by, any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of general advertising or general solicitation with respect to the Partnership.
- 3.10 Restrictions on Transfer. The Subscriber understands that the Interest cannot be resold or transferred unless it is subsequently registered under the Securities Act and the applicable laws of any states or other jurisdictions, or unless an exemption from such registration is available. The Subscriber also understands that any transfer of the Interest, or any part thereof, is subject to certain restrictions set forth in the Partnership Agreement, including without limitation, approval by the

General Partner. The Subscriber understands that the Interest will not be evidenced by a certificate subject to Article 8 of the Uniform Commercial Code. The Subscriber further understands that for the foregoing reasons, the Subscriber will be required to retain ownership of the Interest and bear the economic risk of an investment in the Interest for an indefinite period of time.

- 3.11 Investment Company Act Representations; Qualified Purchaser Status. The Subscriber acknowledges that the Partnership has not been and will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"). In furtherance thereof, the Subscriber hereby makes the representations and warranties contained in Attachment F and Attachment G.
- 3.12 Independent Decision; Power and Authority; No Conflicts. The Subscriber represents that: (a) unless the Subscriber has otherwise indicated in Attachment F, it was not formed or recapitalized (e.g., through new investments made in the Subscriber solely for the purpose of financing its acquisition of the Interest and not pursuant to a prior financial commitment) for the purpose of investing in the Partnership; (b) its decision to purchase the Interest was made in a centralized fashion (e.g., by a board of directors, general partner, manager, trustee, investment committee or similar governing or managing body); (c) it is not managed to facilitate the individual decisions of its beneficial owners regarding investments (including the purchase of the Interest); (d) its shareholders, partners, members or beneficiaries, as applicable, did not and will not (i) have any discretion to determine whether or how much of the Subscriber's assets are invested in any investment made by the Subscriber (including the Subscriber's purchase of the Interest), or (ii) have the ability individually to elect whether or to what extent such shareholder, partner, member or beneficiary, as applicable, will participate in the Subscriber's purchase of the Interest; (e) it is duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation; (f) the execution, delivery and performance by it of this Subscription Agreement, the Partnership Agreement and any other documents executed and delivered by the Subscriber in connection herewith (1) are within its powers, (2) have been duly authorized by all necessary corporate, governmental or other action on its behalf, (3) require no action by or in respect of, or filing with, any governmental body, agency or official, except as has been previously obtained and is in full force and effect, (4) did not require the passage of any statute or regulation specifically to authorize such actions, except as has been disclosed in writing to the General Partner, and (5) do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which the Subscriber is a party or by which the Subscriber or any of its properties is bound; and (g) it has its principal place of business at the address set forth on Attachment A hereto.

- 3.13 Due Execution; Binding Agreement. This Subscription Agreement and the Partnership Agreement have been duly executed and delivered by the Subscriber. This Subscription Agreement constitutes, and if the Subscriber is accepted as a Limited Partner of the Partnership, then the Partnership Agreement will constitute, valid and binding agreements of the Subscriber, enforceable against the Subscriber in accordance with their respective terms, except to the extent that the enforcement of the rights and remedies created thereby is subject to (a) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 3.14 Pass-Through Entity. If the Subscriber is a partnership, grantor trust, S corporation or other entity treated as a pass-through entity for U.S. federal tax purposes (a "Pass-Through Entity"): (a) at no time will 50% or more of the value of any beneficial owner's direct or indirect interest in the Subscriber be attributable to the Subscriber's interest in the Partnership; (b) at no time will 50% or more of the Subscriber's value be attributable to the Subscriber's interest in the Partnership; and (c) the Subscriber's beneficial owners are not investing in the Partnership through a Pass-Through Entity with a principal purpose of permitting the Partnership to satisfy the 100-partner limitation set forth in Treasury Regulations Section 1.7704-1(h) (regarding the private placement safe harbor from treatment as a publicly traded partnership). In addition, the Subscriber understands that the Partnership is not intended to be treated as a publicly traded partnership taxable as a corporation under the rules of Section 7704 of the Internal Revenue Code of 1986, as amended (the "Code"). The Subscriber hereby covenants and agrees that the Subscriber (i) is not currently making a market in its Interest and (ii) will not transfer its Interest on an established securities market or a secondary market (or the substantial equivalent thereof) within the meaning of Sections 469(k)(2) and 7704(b) of the Code (and any Treasury Regulations, revenue rulings, or other official pronouncements of the Internal Revenue Service or the Treasury Department promulgated or published thereunder). If the Subscriber is an entity disregarded as separate from its owner for U.S. federal income tax purposes (a "Disregarded Entity") and the first direct or indirect beneficial owner of the Subscriber that is not a Disregarded Entity (the "Subscriber's Owner") is a Pass-Through Entity, the Subscriber represents and warrants that the representations in this Section 3.14 would be true if all references to "the Subscriber" were replaced with "the Subscriber's Owner."
- 3.15 Restricted Person and Covered Person Status. The Subscriber understands that it must provide the Partnership with information necessary to determine whether the Subscriber is a "restricted person," as defined in FINRA Rule 5130 or a "covered person" for purposes of FINRA Rule 5131. In this regard, the Subscriber makes the representations and warranties contained in Attachment H.
- 3.16 Tax Owner. The Subscriber represents and warrants that the Subscriber will be the beneficial owner of the Interest to be acquired pursuant to this Subscription

Agreement and, except as otherwise indicated on its signature page hereto, is not acquiring the Interest on behalf of or as nominee for another Person. The Subscriber makes the representations and warranties contained in Attachment I.

- 3.17 Information for UBTI Reporting. The Subscriber makes the representations and warranties contained in Attachment J.
 - 3.18 Domestic Grantor Trust Certification. The Subscriber has reviewed Attachment K. If the Subscriber (or, if the Subscriber is a Disregarded Entity, the Subscriber's Owner) is a Domestic Grantor Trust (as defined in Attachment K), the Subscriber makes the representations and warranties contained in Attachment K under penalties of perjury on behalf of itself or the Subscriber's Owner, as applicable.
 - 3.19 Non-U.S. Entity Status. If the Subscriber is a legal entity located outside of the United States, the Subscriber makes the representations and warranties contained in Attachment L. Further, if the Subscriber is a legal entity located in the European Economic Area (the "EEA"), the Subscriber acknowledges that: (a) the limited partnership interests of the Partnership have not been marketed (as defined in the Alternative Investment Fund Managers Directive (2011/61/EU)) to potential investors in the EEA; (b) none of the General Partner, the Manager or any other Manager Party will be registered with, and none of the promotional or other marketing materials relating to the Partnership or its limited partnership interests, including, without limitation, the Memorandum, have been or will be approved by, the regulatory authorities in any state in the EEA; and (c) any and all promotional or other marketing materials relating to the Partnership or its limited partnership interests have been provided to the Subscriber by the Manager Parties only at the specific request of the Subscriber.
4. **Representations of the Partnership and General Partner**. The General Partner, for itself and on behalf of the Partnership, hereby represents and warrants that, as of the admission of the Subscriber to the Partnership:
- 4.1 Due Formation. Each of the General Partner and the Partnership has been duly formed, and is validly existing and in good standing under the laws of the State of Delaware.
 - 4.2 Power and Authority. The Partnership acting through the General Partner has the requisite power and authority to issue the Interest in the Partnership, and to carry on its activities and to own its properties as contemplated by the Partnership Agreement.
 - 4.3 Compliance. None of the Manager, the General Partner or the Partnership is in default in the performance of any of its obligations or agreements contained in the Partnership Agreement, or in violation in any material respect of any statute, regulation, law, order, writ, injunction, judgment or decree to which it is subject, in each case which default or violation would have a material adverse effect on

the financial condition or business operations of the General Partner or the Partnership or materially restrict or impair its ability to comply with their respective obligations under the Partnership Agreement.

- 4.4 Consent and Approvals. No consent, approval, authorization, or filing with any United States federal or state governmental authority is required for: (a) the due execution and delivery by the General Partner of the Partnership Agreement, or by the Partnership or the General Partner of this Subscription Agreement or the Side Letter, if applicable; and (b) the admission of the Subscriber to the Partnership pursuant to the Partnership Agreement; other than such consents, approvals, authorizations and filings as have been obtained by the General Partner or the Partnership prior to the date hereof, or which are not required to be obtained by the General Partner or the Partnership until after the date hereof.
- 4.5 Due Authorization. The execution, delivery and performance by the General Partner and the Partnership of the Partnership Agreement, this Subscription Agreement and the Side Letter, if applicable, have been duly authorized by all necessary action on its behalf. This Subscription Agreement, the Partnership Agreement and the Side Letter, if applicable, have been duly executed and delivered by the General Partner on its own behalf and on behalf of Partnership, as applicable, and constitute legal, valid and binding obligations of the Partnership and the General Partner, as applicable, enforceable against the Partnership and the General Partner, as applicable, in accordance with their respective terms, except to the extent that the enforcement of the rights and remedies created thereby is subject to (a) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 4.6 Memorandum. The Memorandum, as supplemented by the Partnership Agreement, does not contain any untrue statement of a material fact.
- 4.7 Material Litigation. There is no material litigation or other proceeding relating to the LAPEF VI Partnerships in progress, pending, or, to the knowledge of the General Partner, threatened against the Manager, the General Partner or any LAPEF VI Partnership.
- 4.8 CFTC Matters. Neither the General Partner nor the Manager is currently registered with the U.S. Commodity Futures Trading Commission (the “CFTC”) or the National Futures Association (the “NFA”) as a commodity pool operator (“CPO”) or a commodity trading advisor (“CTA”). Consequently, unlike a registered CPO or CTA, neither the General Partner nor the Manager is required to deliver a CFTC compliant disclosure document to prospective investors nor are they required to provide certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs or CTAs. The General Partner and the Manager reserve the right to rely upon exemptions from the obligation to register as a CPO or a CTA, including the exemption under CFTC Regulation 4.13(a)(3),

and the General Partner currently intends to file with the NFA a notice of exemption from registration as a CPO provided under CFTC Regulation 4.13(a)(3). This exemption requires, among other conditions, that: (a) each investor in the Partnership satisfies certain criteria (e.g., an accredited investor); (b) interests in the Partnership are exempt from registration under the Securities Act and are offered and sold without marketing to the public in the United States; and (c) the Partnership satisfies certain limitations with respect to its commodity interest positions as set forth in CFTC Regulation 4.13(a)(3)(ii).

5. **Tax Matters.**

- 5.1 **Acknowledgement of Withholding.** The Subscriber acknowledges and agrees that under U.S. federal tax law (including Sections 1441, 1442, 1445, 1446, 1471, 1472, 1473 and 1474 of the Code), and possibly under applicable non-U.S. or U.S. state or local law or as required by any other regulatory authority, the Partnership must withhold tax with respect to certain transfers of property and/or other income or activities of the Partnership. In addition, backup withholding may be required in certain circumstances.
- 5.2 **Documentation Relating to Withholding.** The Subscriber certifies that the information contained in the executed copy (or copies) of IRS Form W-9 or appropriate IRS Form W-8 (and any accompanying required documentation), as applicable, the executed MDR Form PTE-EX, and Attachments I through K when submitted to the Partnership will, in each case, be true, correct and complete. The Subscriber shall (i) promptly inform the General Partner of any change in such information and (ii) furnish to the Partnership a new properly completed and executed IRS Form W-9 or appropriate IRS Form W-8 (and any accompanying required documentation), as applicable, MDR Form PTE-EX and any of the applicable attachments, in each case as may be requested from time to time by the Partnership and/or as may be required under the Internal Revenue Service instructions to such forms, the Code or any applicable Treasury Regulations, regulations of the Massachusetts Department of Revenue or other applicable regulatory requirements.
- 5.3 **Additional Tax Information.** The Subscriber shall also promptly provide such information, documentation or certification as may be requested by the General Partner pursuant to Section 3.04 of the Partnership Agreement to determine whether withholding may be required with respect to the Subscriber's Interest in the Partnership or in connection with tax filings in any jurisdiction in which or through which the Partnership invests, directly or indirectly, including any information or certification required for the Partnership (or any other entity in which the Partnership directly or indirectly invests) to comply with any tax reporting, tax withholding or tax payment obligations of the Partnership (including, for the avoidance of doubt, U.S. federal withholding tax under Sections 1471 and 1472 of the Code) or to obtain a reduced rate of, or exemption from, any applicable tax, whether pursuant to the laws of such jurisdiction or an applicable tax treaty. Such information may include, without limitation,

information regarding the ultimate beneficial owners of the Subscriber. The Subscriber hereby acknowledges and agrees that the General Partner may provide any such information, documentation or certifications to any applicable tax authority.

6. **Anti-Money Laundering, Terrorist Financing and OFAC Representations.** The Subscriber represents and warrants that the amounts paid or to be paid by it to the Partnership in respect of this Subscription Agreement or the Partnership Agreement are not directly, or to the Subscriber's knowledge indirectly, derived from activities that may contravene U.S. federal or state or non-U.S. laws or regulations, including laws and regulations governing money laundering and terrorist financing. The Subscriber also represents and warrants to, and agrees and covenants with, the Partnership, as of the date hereof, as of the date the Partnership admits the Subscriber to the Partnership as a Limited Partner, if ever, and as of each subsequent date on which the Subscriber acquires any additional interest in, or makes a capital contribution to, the Partnership that, to the best of its knowledge, none of (a) the Subscriber, (b) any Person controlling or controlled by the Subscriber, (c) if the Subscriber is a privately held entity, any Person having a beneficial interest in the Subscriber, (d) if the Subscriber is a trustee, any beneficiary of the trust for which the Subscriber is acting as trustee in connection with this Subscription Agreement or (e) any Person for which the Subscriber is acting as agent or nominee in connection with this Subscription Agreement (those Persons covered by (b), (c), (d) and (e) collectively being referred to as "Related Parties") is named on any of the lists maintained and administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), including, but not limited to, the Foreign Sanctions Evaders List (the "FSE List") and the Specially Designated Nationals and Blocked Persons List (the "SDN List"), or otherwise covered by any other sanctions program administered by OFAC. The FSE List, the SDN List and the other lists maintained and administered by OFAC can be found on the OFAC website at www.treas.gov/ofac and the Subscriber should review the website before making this representation. The Subscriber agrees to promptly notify the Partnership should the Subscriber become aware of any change in the information set forth in this Section 6.
7. **Anti-Money Laundering, Terrorist Financing and OFAC Compliance.** The Subscriber acknowledges that, to comply with anti-money laundering, OFAC and related requirements that are applicable to the Partnership, the General Partner or the Manager Parties, the General Partner may at any time require such information as the General Partner deems necessary to establish the identity of the Subscriber and any Related Parties and may seek to verify such identity and the source of funds used by the Subscriber to make payments under this Subscription Agreement or the Partnership Agreement. If the General Partner deems it necessary, for other reasons, to comply with anti-money laundering, OFAC and related requirements applicable to the Partnership, the General Partner or the Manager Parties, including, without limitation, as a result of any delay or failure by the Subscriber or any Related Party to produce any information required for identification, identity verification and/or source-of-funds confirmation purposes, the General Partner, on behalf of the Partnership, may refuse to accept this Subscription Agreement and/or any portion or all of the subscription and may return any funds received to the account from which such funds were sent (unless such return is, in

the judgment of the General Partner, contrary to applicable law or regulation or contrary to the dictate of law enforcement officials, in which case the funds may be blocked or retained). The Subscriber acknowledges that the General Partner may refuse to make any distribution or other payment to the Subscriber if the General Partner determines, suspects, or is advised, that such distribution or payment might result in a violation of any applicable anti-money laundering, OFAC or other laws or regulations by any Person in any relevant jurisdiction, or such refusal is considered by the General Partner necessary or appropriate to ensure the compliance by the General Partner with any such laws or regulations in any relevant jurisdiction. The Subscriber acknowledges that the General Partner or the Partnership may be required to report transactions that raise suspicions of money laundering or OFAC violations and to disclose the identity of the Subscriber and any Related Parties to appropriate government authorities. The Subscriber further understands and agrees that the Partnership and the General Partner may undertake any actions that the General Partner deems necessary or appropriate to ensure compliance with applicable laws, rules and regulations, including, without limitation, requiring the Subscriber's withdrawal from the Partnership pursuant to Section 4.01(b) of the Partnership Agreement in the event that the representations by the Subscriber in Section 6 are incorrect, the Subscriber or any Related Party fails to produce any information required by the General Partner pursuant to this Section 7 or for any other reason the Subscriber's participation in the Partnership violates any statute, rule or regulation. The Subscriber agrees to hold harmless each Advent Person (as defined in Section 10) with respect to, and reimburse each Advent Person for, any liability, loss, claim, cost, damage or expense (a) arising as a result of a failure to process any subscription, the refusal to make a distribution or other payment under the terms of this Section 7 or the Subscriber's withdrawal from the Partnership pursuant to Section 4.01(b) of the Partnership due to any of the events described in the foregoing sentence, or (b) which any Advent Person may suffer as a result of any violations of law, rule or regulation committed by the Subscriber.

8. **Additional Information.** The Subscriber agrees to supply any additional written information concerning the representations in this Subscription Agreement, or any other matter relevant to the compliance of the Partnership, the General Partner or the Manager with applicable law, that the General Partner may reasonably request from time to time.
9. **Confirmation of Representations.** The Subscriber shall (a) be deemed to have confirmed the accuracy of the representations in this Subscription Agreement, including the attachments hereto, to the Partnership as of the date the General Partner, on behalf of the Partnership, accepts this Subscription Agreement and each subsequent date on which the Subscriber acquires any additional interest in the Partnership or makes a Capital Contribution to the Partnership, (b) promptly notify the Partnership if the Subscriber becomes aware that such representations are, at any time, inaccurate in any respect and (c) furnish the Partnership with such updated information as may be necessary in order to ensure that the Subscriber's responses to all portions of this Subscription Agreement are, at all times, accurate and complete.
10. **Reimbursement.** The Subscriber shall hold harmless the Manager, the General Partner, the Partnership and their respective Affiliates, as well as the partners, members, directors, managers, officers, employees, agents, successors, heirs and assigns of any of the

foregoing (collectively, the “Advent Persons”) from and against, and shall reimburse the Advent Persons for, any losses, claims, damages, liabilities, costs or expenses to which any of them may become subject arising out of or based upon any false representation or warranty, or any breach of or failure to comply with any covenant or agreement, made by the Subscriber in this Subscription Agreement or in any other document furnished to the Partnership in connection with the Subscriber’s acquisition of the Interest. The Subscriber also will reimburse each Advent Person for their reasonable legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any action, proceeding or investigation arising out of or based upon the foregoing. The reimbursement obligations of the Subscriber under this Section 10 shall be in addition to any liability which the Subscriber may otherwise have (including, without limitation, liability under the Partnership Agreement). The maximum amount the Subscriber shall be required to pay pursuant to this Section 10 and the reimbursement provisions of Section 7 shall not in the aggregate exceed such Subscriber’s Subscription Amount, provided that any such amount shall not reduce such Subscriber’s Capital Commitment to the Partnership or be treated as a Capital Contribution to the Partnership. Notwithstanding any provision of this Subscription Agreement to the contrary, neither this Section 10 nor any other provision of this Subscription Agreement shall constitute a waiver by the Subscriber of any rights the Subscriber has under United States federal securities laws, state securities laws or other applicable law that, pursuant to such laws, cannot be waived by private contract.

11. **Disclosure of Information.** The Subscriber consents to the disclosure by the Manager, the General Partner and the Partnership of the Subscriber’s identity, investment in the Partnership and qualification to invest in the Partnership (e.g., the Subscriber’s status as an Accredited Investor or Qualified Purchaser), as well as any relationship between the Subscriber and the General Partner or the Manager: (a) to any Manager Party; (b) to existing and prospective investors in the LAPEF VI Partnerships and any other investment funds, account or programs sponsored or managed by the Manager, the General Partner or their respective Affiliates; (c) to any bank or other party with whom the Partnership has or intends to conduct business that has requested such information; (d) to any regulatory authority having jurisdiction over the Manager, the Partnership, the General Partner, any Limited Partner or any of their respective Affiliates or any regulatory authority that requests such information in connection with any Partnership matter, including any proposed investment or disposition of an investment; (e) in connection with any litigation or other dispute or otherwise as necessary or appropriate to enforce the terms of this Subscription Agreement, the Partnership Agreement or any Side Letter; (f) to any partners, members, managers, directors, officers, employees, agents, administrators, attorneys, accountants or other service providers of the Manager, the Partnership, the General Partner or any of their respective Affiliates; (g) as required by any law, rule or regulation or in response to any subpoena or other legal process; and (h) otherwise as the General Partner deems reasonably necessary for the conduct of the Partnership’s business.
12. **Subscription Not Transferable.** Neither this Subscription Agreement nor the rights accruing pursuant to this Subscription Agreement shall be transferable without the

General Partner's prior written consent, which consent may be withheld for any or no reason.

13. **Binding Agreement.** This Subscription Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Subscriber, subject to the requirements of Section 12, and, if accepted by the Partnership, shall be binding upon the Partnership's successors and assigns.
14. **Survival.** All of the agreements, representations and warranties made by the Subscriber in this Subscription Agreement, including its attachments, shall survive the execution of the Partnership Agreement by the Subscriber.
15. **Account Information.** The Subscriber elects to be paid all cash distributions and other amounts payable to the Subscriber by the Partnership in the form (either by wire transfer or check) and to the account or address indicated in writing to the General Partner. If no other election is made by the Subscriber, all cash distributions will be paid in the form of a check sent to the address indicated on Attachment A hereto. In the event that the Partnership distributes any Securities in kind to the Subscriber, the Subscriber elects to have such Securities deposited in the brokerage account indicated in writing to the General Partner. The Partnership is authorized to pay such distributions in such form and to such account until five (5) Business Days after it has received from the Subscriber, in writing, new payment instructions. None of the Advent Persons shall have any liability for any distribution or payment paid in the manner and to the account or address elected by the Subscriber, or as subsequently modified in writing by the Subscriber.
16. **Nominee or Custodian.** If the Subscriber is acting as nominee or custodian for another Person in connection with the Interest, the undersigned has so indicated on its signature page hereto. The acknowledgements, representations and warranties contained in Section 3 regarding the Subscriber are true and accurate with regard to the individual, entity or other Person for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Subscriber in the attachments to this Subscription Agreement are true with respect to, and accurately describe, the individual, entity or other Person for which the undersigned is acting as nominee or custodian. The Person for which the undersigned is acting as nominee or custodian will not transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the applicable provisions of the Partnership Agreement as if such Person were a direct Limited Partner of the Partnership and were transferring a direct limited partnership interest in the Partnership. The undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and Person for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Subscriber to purchase the Interest.
17. **FOIA Laws.** The Subscriber represents that unless otherwise indicated on Attachment A (as properly modified from time to time) hereto, the Subscriber is not a "FOIA Person," and agrees that it will immediately notify the Partnership in the event it is or otherwise

becomes a FOIA Person at any time during the term of the Partnership. “FOIA Person” means (a) a Person that is directly or indirectly subject to either Section 552(a) of Title 5, United States Code (commonly known as the “Freedom of Information Act”) or any similar federal, state, county, municipal or other governmental public disclosure law, whether foreign or domestic; (b) a Person that is subject, by regulation, contract or otherwise, to disclose Partnership information to a trading exchange or other market where interests in such Subscriber are sold or traded, whether foreign or domestic; (c) a pension fund or retirement system for a government entity, whether foreign or domestic; (d) a Person who, by virtue of such Person’s (or any of its Affiliate’s) current or proposed involvement in government office, is required to or will likely be required to disclose Partnership information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic; (e) an agent, nominee, fiduciary, custodian or trustee for any Person described in clauses (a) through (d) and (f) of this Section 17 if Partnership information provided to or disclosed to the Subscriber by the Partnership or the General Partner could at any time become available to such Person described in clauses (a) through (d) or (f) of this Section 17; or (f) a Person that is itself an investment fund or other entity that has any Person described in clauses (a) through (e) of this Section 17 as a partner, member or other beneficial owner if Partnership information provided to or disclosed to the Subscriber by or on behalf of the Partnership or the General Partner could at any time become available to such Person.

18. **Waiver; Modification.** Neither this Subscription Agreement nor any provision hereof may be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom such waiver, modification, discharge or termination is sought to be enforced.
19. **Headings.** Section and subsection headings used herein are for convenience of reference only, are not part of this Subscription Agreement and shall not be considered in interpreting this Subscription Agreement.
20. **Integration.** This Subscription Agreement, the Partnership Agreement and the Side Letter, if applicable, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in this Subscription Agreement, the Partnership Agreement or the Side Letter, if applicable, shall affect, or be effective to interpret, change or restrict, the express provisions of this Subscription Agreement.
21. **Separability.** Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Subscription Agreement that are valid and such invalid provision shall be deemed severed from the remainder of this Subscription Agreement and replaced with a valid provision as similar in intent as reasonably possible to the provision so severed.

22. **Counterparts.** This Subscription Agreement may be executed in counterparts with the same effect as if the parties executing the counterparts had all executed one counterpart. Facsimiles or other electronic forms of signatures (including “.pdf”) shall be deemed to be originals.
23. **Power of Attorney.** The Subscriber hereby grants to the General Partner a special power of attorney, making, constituting and appointing the General Partner as the Subscriber’s attorney-in-fact, with power and authority to act in the Subscriber’s name and on the Subscriber’s behalf to execute, acknowledge, file and swear to the execution, acknowledgment and filing of the Partnership Agreement in the final form provided to the Subscriber prior to the Subscriber’s admission to the Partnership as well as any other documents as shall be necessary or appropriate to admit the Subscriber as a Limited Partner of the Partnership in accordance with the terms of the Partnership Agreement and this Subscription Agreement or to create, operate, dissolve or liquidate the Partnership in accordance with the terms of the Partnership Agreement and this Subscription Agreement. This special power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of the Subscriber. The Subscriber hereby agrees with the General Partner that the undersigned will comply with and observe all of the agreements and covenants of the Limited Partners contained in the Partnership Agreement as if the undersigned had been an original party thereto and as if the same were herein set out in full. In the event of conflict between the Partnership Agreement and any other document executed, acknowledged or filed pursuant to this power of attorney, the Partnership Agreement shall control.
24. **Governing Law.** This Subscription Agreement shall be governed by, and interpreted and construed in accordance with, the internal laws of the State of Delaware, without regard to its principles of conflict of laws.
25. **Disputed Matters.** Except as provided in any provision of the Partnership Agreement that specifically requires or permits a determination by a court, the sole and exclusive method of resolving any controversy, claim or dispute arising out of this Subscription Agreement, the interpretation of any of the provisions hereof, or the actions of the General Partner, the Partnership or the Subscriber hereunder shall be binding arbitration before the American Arbitration Association under the rules then obtaining of said Association, such arbitration to be held in Boston, Massachusetts, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. In any such arbitration each party to the arbitration shall bear its own expenses, including expenses of attorneys, financial experts and other witnesses; any arbitration fees and expenses of the arbitrators shall be divided equally between the disputing parties. Notwithstanding the foregoing, if the Subscriber is a governmental entity that has a policy of not permitting arbitration of disputes involving such governmental entity and has notified the Partnership of such policy in writing prior to any acceptance of this Subscription Agreement, the Subscriber shall not be subject to any arbitration proceeding pursuant to this Section 25, but the General Partner and the Partnership may pursue any other legal rights against such governmental entity in a court of law or by any other means with respect to any matter that is submitted to arbitration pursuant to this Section 25. THE SUBSCRIBER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY

WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT, ANY SIDE LETTER, THE PARTNERSHIP AGREEMENT OR ANY RELATED DOCUMENTS AND AGREEMENTS, AND AGREES THAT THE SUBSCRIBER WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. Notwithstanding the foregoing, if the Subscriber is a U.S. state sponsored employee benefit plan that has a policy of not waiving trial by jury, the Subscriber shall not be deemed to have waived trial by jury pursuant to the foregoing so long as the Subscriber has not waived trial by jury in any other similar circumstance after the adoption of such policy.

26. **Notices.** Any notice, demand, request or other communication that may be required or contemplated herein shall be sufficiently given in accordance with the notice provisions of the Partnership Agreement.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

ACCEPTANCE

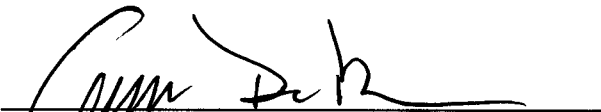
The foregoing Subscription Agreement is hereby accepted and executed, as of the date set forth below, upon the terms and conditions set forth herein and in the Partnership Agreement.

PARTNERSHIP:

ADVENT LATIN AMERICAN PRIVATE
EQUITY FUND VI-C LIMITED PARTNERSHIP

By: LAPEF VI GP Limited Partnership, General
Partner

By: Advent International LAPEF VI, LLC, General
Partner

By: 
Andrew D. Dodge
Vice President

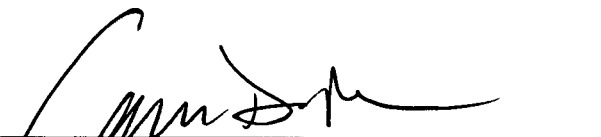
Dated: October 17, 2014

GENERAL PARTNER:

On its own behalf, solely for the purpose of making
the representations and warranties set forth in
Section 4.

LAPEF VI GP LIMITED PARTNERSHIP

By: Advent International LAPEF VI, LLC, General
Partner

By: 
Andrew D. Dodge
Vice President

Dated: October 17, 2014

Subscription Amount: The amount of capital commitment accepted by the General Partner (if less than the amount set forth on Attachment A, as permitted by Section 2) is: \$ _____.

If the Partnership executes this Subscription Agreement and the preceding line is left blank, the General Partner has accepted the Subscriber's subscription for an Interest with a capital commitment in the amount set forth on Attachment A.

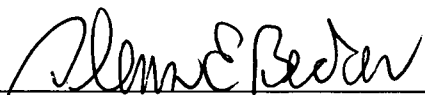
**SUBSCRIBER SIGNATURE PAGE
TO THE SUBSCRIPTION AGREEMENT FOR
ADVENT LATIN AMERICAN PRIVATE EQUITY FUND VI-C LIMITED
PARTNERSHIP**

IN WITNESS WHEREOF, the foregoing Subscription Agreement is hereby agreed to (and, without limiting the generality of the foregoing, the power of attorney included herein is hereby granted) and executed by the undersigned as of this 30th day of September, 2014.

SUBSCRIBER:

Commonwealth of Pennsylvania
State Employees' Retirement System

(Name of Subscriber)

By: 
Name: Glenn E. Becker
Title: Chairman

Is the party signing this document acting as a nominee or custodian for another person or entity?

Yes ___ No X

Type of Person or Entity (e.g. individual, corporation, estate, revocable trust, irrevocable trust, partnership, exempt organization, IRA, nominee, custodian); if a nominee or custodian for another entity or organization, please also indicate the type of person or entity for which the party signing this document serves as nominee or custodian:
state government pension plan

ATTACHMENT A

Subscriber Information	
Name of Subscriber Commonwealth of Pennsylvania State Employees' Retirement System	
Address of Subscriber 30 North 3rd Street Suite 150 Harrisburg PA 17101-1716	
Country of Residence or Organization (or, for entities organized in the United States, state of organization) United States	
Total Amount of Subscription (in U.S. \$) \$25,000,000	Date of end of U.S. Federal Income Tax Year (e.g., December 31) December 31
Is Subscriber a FOIA Person? (See Section 17 of the Subscription Agreement) <input checked="" type="checkbox"/> Yes * <input type="checkbox"/> No * SERS is subject to the Pa. Right to Know Law, 65 P.S. 67.101	
If the Subscriber wishes to notify the General Partner pursuant to Section 2.04(l) of the Partnership Agreement that it is, or should be deemed to be, a <i>tax-exempt organization</i> under Section 401(a) or Section 501(c) of the U.S. Internal Revenue Code, please check this box: <input checked="" type="checkbox"/> * *SERS is a state governmental entity whose income is not subject to tax under Section 115 of the Internal Revenue Code.	
If the Subscriber wishes to notify the General Partner that it is a BHC Partner, please check this box: <input type="checkbox"/>	
Contact Information	
Name of Contact and Position or Title of Contact / Relationship to Subscriber PLEASE SEE ATTACHED CORRESPONDENCE CHART	
Address of Contact (if different than the address for the Subscriber indicated above)	
Telephone Number	Facsimile Number
E-Mail Address	

Information for IRS Form 1065 item 1

- Check here if the Subscriber is a Disregarded Entity (as defined in Section 3.14), in which case the Subscriber should answer the question below as if each reference to the "Subscriber" were replaced with a reference to the "Subscriber's Owner" (as defined in Section 3.14).

What type of person or entity is the Subscriber for federal income tax purposes?

- An individual
 A corporation*
 An estate
 A trust
 A partnership*
 An exempt organization (See also Attachment J)
 A foreign government

* If the Subscriber is a limited liability company, enter the Subscriber's classification for federal income tax purposes (that is, a corporation or partnership).

Information for Form ADV Schedule D Section 7.B.(1) item 16

Is the Subscriber a "fund-of-funds"?

- Yes
 No

Information re State Taxes

If the Subscriber's state tax classification is different from its classification for U.S. federal income tax purposes as indicated above, please check the box below and explain the difference.

If the Subscriber has a state tax residency or domicile different from the Subscriber's address indicated above please provide it here: *(The Subscriber's state tax residency for trusts varies by state and may be based on several factors. Please consult your tax advisor.)*

Information for Form PF Section 1b item 16

Please choose **one** of the descriptions below that best describes the Subscriber or its beneficial owner: (Italicized terms are defined below.)

- An individual that is a *United States person* (including his or her trusts)
- An individual that is not a *United States person* (including his or her trusts)
- A broker-dealer
- An insurance company
- An investment company registered with the U.S. Securities and Exchange Commission
- A *Private fund*
- A non-profit
- A pension plan (excluding governmental pension plans)
- A banking or thrift institution (proprietary)
- A state or municipal *government entity* (excluding governmental pension plans)
- A state or municipal governmental pension plan
- A sovereign wealth fund or a foreign official institution
- An investor that is not a *United States person* and about which the foregoing beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries
- Other

<i>Control</i>	<p>The power, directly or indirectly, to direct the management or policies of a person, whether through ownership of securities, by contract, or otherwise.</p> <p>A person is presumed to control a corporation if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the corporation's voting securities; or (ii) has the power to sell or direct the sale of 25 percent or more of a class of the corporation's voting securities.</p> <p>A person is presumed to control a partnership if the person has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the partnership.</p> <p>A person is presumed to control a limited liability company ("<u>LLC</u>") if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the interests of the LLC; (ii) has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the LLC; or (iii) is an elected manager of the LLC.</p> <p>A person is presumed to control a trust if the person is a trustee or directs or manages (or who participates in directing or managing) the affairs of the trust.</p>
<i>Government Entity</i>	<p>Any state or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in their official capacity.</p>
<i>Private fund</i>	<p>Any issuer that would be an investment company as defined in Section 3 of the Investment Company Act of 1940 but for Section 3(c)(1) or 3(c)(7) of that Act.</p>
<i>United States person</i>	<p>Has the meaning provided in rule 203(m)-1 under the Investment Advisers Act of 1940, which includes any natural person that is resident in the United States.</p>

ATTACHMENT B

EMPLOYEE BENEFIT PLAN STATUS

The Subscriber represents and warrants as follows (please check all boxes that apply):

The Subscriber is purchasing the Interest with funds that constitute the assets of:

- an “employee benefit plan” as defined in Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to Title I of ERISA (including non-governmental qualified U.S. pension plans);
- an “employee benefit plan” as defined in Section 3(3) of ERISA that is not subject to either Title I of ERISA or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) (including a governmental plan, non-electing church plan or non-U.S. plan). The Subscriber hereby represents and warrants that (a) its investment in the Partnership: (i) does not violate and is not otherwise inconsistent with the terms of any legal document constituting or governing the employee benefit plan; (ii) has been duly authorized and approved by all necessary parties; and (iii) is in compliance with all applicable laws, rules and regulations and (b) neither the Partnership nor any person who manages the assets of the Partnership will be subject to any laws, rules or regulations applicable to such Subscriber solely as a result of the investment in the Partnership by such Subscriber;
- a plan that is subject to Section 4975 of the Code (including an individual retirement account or IRA);
- an entity (including, if applicable, an insurance company general account) whose underlying assets include “plan assets” of one or more “employee benefit plans” that are subject to Title I of ERISA and/or one or more “plans” that are subject to Section 4975 of the Code by reason of the investment in such entity, directly or indirectly, by such employee benefit plans or plans. The Subscriber represents and warrants that the percentage of equity interests in the Subscriber held by such employee benefit plans or plans (the “BPI Percentage”) does not exceed, and is not expected to exceed, the percentage set forth below:

_____ %.

If the Subscriber is such an entity and does not provide the foregoing percentage, such percentage shall be assumed to be 100%. If the BPI Percentage at any time exceeds, or is expected to exceed, the foregoing percentage, the Subscriber will promptly notify the General Partner of such circumstance; or

- an entity (a) that is a group trust within the meaning of Revenue Ruling 81-100, a common or collective trust fund of a bank or an insurance company separate account and (b) that is subject to Title I of ERISA and/or Section 4975 of the Code.

- The Subscriber is not purchasing the Interest with funds that constitute the assets of any of the above.

If the Subscriber is an employee benefit plan subject to Title I of ERISA and/or Code Section 4975 (including an IRA) (a "Plan"), the Subscriber hereby represents and warrants that the person who directed the Plan's investment in the Partnership: (i) is responsible for the decision to invest in the Partnership; (ii) is qualified to make such investment decision and to the extent it deems necessary has consulted its own investment advisors and legal counsel regarding the investment in the Partnership; (iii) in making its decision to invest in the Partnership has not relied on any advice or recommendation of the Manager, the Partnership, the General Partner or any of their respective Affiliates; and (iv) will not engage in any direct or indirect, non-exempt prohibited transaction described in ERISA Section 406 or in Section 4975 of the Code in connection with or as a result of an investment in the Partnership.

ATTACHMENT C

ACCREDITED INVESTOR STATUS

The Subscriber represents and warrants that the Subscriber is an “accredited investor” (an “Accredited Investor”) as such term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act of 1933, as amended (the “Securities Act”), for one or more of the reasons specified below.

- The Subscriber is an **entity** and (please check all boxes that apply):
 - is a corporation, partnership, limited liability company, Massachusetts or similar business trust or organization described in Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended, not formed for the specific purpose of acquiring interests in the Partnership that has total assets in excess of U.S. \$5,000,000;
 - is a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association, or other institution defined in Section 3(a)(5)(A) of the Securities Act acting in either its individual or fiduciary capacity (this includes a trust for which a bank acts as trustee and exercises investment discretion with respect to the trust’s decision to invest in the Partnership);
 - is a broker dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”);
 - is an insurance company as defined in Section 2(a)(13) of the Securities Act;
 - is an investment company registered under the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”), or a business development company as defined in Section 2(a)(48) of the Investment Company Act;
 - is a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended;
 - is a plan established and maintained by a state, its political subdivisions, or an agency or instrumentality of a state or its political subdivisions, for the benefit of employees, having total assets in excess of U.S. \$5,000,000;
 - is an employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), (a) for which the investment decision to acquire an interest in the Partnership is being made by a plan fiduciary, as defined in Section 3(21) of ERISA, that is either a bank, savings and loan association, insurance company, or registered investment adviser, (b) which has total assets in excess of U.S. \$5,000,000, or (c) which is self-directed,

with the investment decisions made solely by persons who are Accredited Investors;

- is a private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended;
- is a trust not formed for the specific purpose of acquiring interests in the Partnership with total assets in excess of U.S. \$5,000,000 and directed by a person who has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of investing in the Partnership;
- is a revocable trust (including a revocable trust formed for the specific purpose of acquiring an interest in the Partnership) and the grantor or settlor of such trust is an Accredited Investor; and/or
- is an entity in which each equity owner is an Accredited Investor.

ATTACHMENT D

**APPLICABILITY OF REGULATION S UNDER THE SECURITIES ACT OF 1933 TO
THE SUBSCRIBER**

The Subscriber represents and warrants that (please check the appropriate box):

- The Subscriber (i) has a principal address outside the United States, (ii) was located outside the United States at the time the offer to buy the Interest was made and at the time the order to buy the Interest originated, (iii) is not a “U.S. Person” as such term is defined in Rule 902(k) of Regulation S under the Securities Act (a “U.S. Person”) and (iv) is not acquiring the Interest for the account or benefit of any U.S. Person. The Subscriber is acquiring the Interest for the Subscriber’s own account or for the account of one or more other non-U.S. Persons for investment only and not with a view to, or with any intention of, a distribution or resale thereof, in whole or in part, or the grant of any participation therein.

OR

- The Subscriber (i) is a U.S. Person or (ii) was located in the United States at the time the offer to buy the Interest was made and at the time the order to buy the Interest originated, or (iii) is acquiring the Interest for the account or benefit of a U.S. Person.

ATTACHMENT E

RULE 506(D) AND RULE 506(E) COMPLIANCE

For purposes of this Attachment E, "Beneficial Owner" means any person who for purposes of Rule 506(d) and Rule 506(e) of the Securities Act of 1933 beneficially owns or will beneficially own the Subscriber's interest in the Partnership.

Please check all boxes that apply:

1. During the past ten years, has the Subscriber or any Beneficial Owner been convicted of any felony or misdemeanor that is related to any securities matter?

Yes (If yes, please continue to Question 1(a))

No (If no, please continue to Question 2)

- a. If your answer to Question 1 was "yes," was the conviction related to: (i) the purchase or sale of any security; (ii) the making of any false filing with the U.S. Securities and Exchange Commission (the "SEC"); or (iii) the conduct of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities?

Yes No

2. Is the Subscriber or any Beneficial Owner subject to any court injunction or restraining order entered during the past five years that is related to any securities matter?

Yes (If yes, please continue to Question 2(a))

No (If no, please continue to Question 3)

- (a) If your answer to Question 2 was "yes," does the court injunction or restraining order currently restrain or enjoin you from engaging or continuing to engage in any conduct or practice related to: (i) the purchase or sale of any security; (ii) the making of any false filing with the SEC; or (iii) the conduct of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities?

Yes No

3. Is the Subscriber or any Beneficial Owner subject to any final order¹ of any governmental commission, authority, agency or officer² related to any securities, insurance or banking matter?

Yes (If yes, please continue to Question 3(a))

No (If no, please continue to Question 4)

a. If your answer to Question 3 was "yes":

i) Does the order currently bar the Subscriber or any Beneficial Owner from: (i) associating with an entity regulated by such commission, authority, agency or officer; (ii) engaging in the business of securities, insurance or banking; or (iii) engaging in savings association or credit union activities?

Yes No

ii) Was the order (i) entered within the past ten years and (ii) based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct?

Yes No

4. Is the Subscriber or any Beneficial Owner subject to any SEC disciplinary order³?

Yes (If yes, please continue to Question 4(a))

No (If no, please continue to Question 5)

¹ A "final order" is defined under Rule 501(g) as a written directive or declaratory statement issued by a federal or state agency described in Rule 506(d)(1)(iii) under applicable statutory authority that provides for notice and an opportunity for a hearing, and that constitutes a final disposition or action by such federal or state agency.

² You may limit your response to final orders of: (i) state securities commissions (or state agencies/officers that perform a similar function); (ii) state authorities that supervise or examine banks, savings associations, or credit unions; (iii) state insurance commissions (or state agencies/officers that perform a similar function); (iv) federal banking agencies; (v) the U.S. Commodity Futures Trading Commission; or (vi) the U.S. National Credit Union Administration.

³ You may limit your response to disciplinary orders issued pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Advisers Act.

- a. If your answer to Question 4 was "yes," does the order currently: (i) suspend or revoke the Subscriber's or any Beneficial Owner's registration as a broker, dealer, municipal securities dealer or investment adviser; (ii) place limitations on your activities, functions or operations; or (iii) bar the Subscriber or any Beneficial Owner from being associated with any particular entity or class of entities or from participating in the offering of any penny stock?

Yes No

5. Is the Subscriber or any Beneficial Owner subject to any SEC cease and desist order entered within the past five years?

Yes (If yes, please continue to Question 5(a))

No (If no, please continue to Question 6)

- a. If your answer to Question 5 was "yes," does the order currently require the Subscriber or any Beneficial Owner to cease and desist from committing or causing a violation or future violation of (i) any knowledge-based anti-fraud provision of the U.S. federal securities laws⁴ or (ii) Section 5 of the Securities Act?

Yes No

6. Have the Subscriber or any Beneficial Owner been suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association?

Yes (If yes, please describe the basis of any such suspension or expulsion and any related details in the space provided under Question 10 below)⁵

No (If no, please continue to Question 7)

7. Have the Subscriber or any Beneficial Owner registered a securities offering with the SEC, made an offering under Regulation A or been named as an underwriter in any registration statement or Regulation A offering statement filed with the SEC?

Yes (If yes, please continue to Question 7(a))

No (If no, please continue to Question 8)

⁴ Including (but not limited to) Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, Section 15(c)(1) of the Exchange Act, and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder.

⁵ In providing additional information, please explain whether or not the suspension or expulsion resulted from "any act or omission to act constituting conduct inconsistent with just and equitable principles of trade."

a. If your answer to Question 7 was “yes”:

i) During the past five years, was any such registration statement or Regulation A offering statement the subject of a refusal order, stop order, or order suspending the Regulation A exemption?

Yes No

ii) Is any such registration statement or Regulation A offering statement currently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

Yes No

8. Is the Subscriber or any Beneficial Owner subject to a U.S. Postal Service false representation order entered within the past five years?

Yes No

9. Is the Subscriber or any Beneficial Owner currently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the U.S. Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations?

Yes No

If you answered “yes” to any of the preceding questions, please contact the Partnership to discuss the relevant facts and discuss whether a supplemental submission will be required.

10. The Subscriber has provided or will provide a supplemental submission with respect to the Subscriber or any Beneficial Owner with respect to any of the information requested by this Attachment E?

Yes No

ATTACHMENT F

INVESTMENT COMPANY STATUS

The Subscriber represents and warrants as set forth below.

1. *All Subscribers, please check one of the following boxes:*

- The Subscriber is not an “investment company” within the meaning of the Investment Company Act and is not an entity that would be an “investment company” but for the exceptions provided in Section 3(c)(1) or 3(c)(7) of the Investment Company Act;
- The Subscriber is an “investment company” within the meaning of the Investment Company Act or is an entity that would be an Investment Company but for the exceptions provided in Section 3(c)(1) or 3(c)(7) of the Investment Company Act; or
- The Subscriber is an entity that would be an “investment company” but for another exception under the Investment Company Act. Please describe:

2. *All Subscribers, please check one of the following two boxes:*

- The Subscriber owns no interest in the Partnership other than the Interest to be acquired pursuant to this Subscription Agreement; or
- The Subscriber owns interests in the Partnership other than the Interest to be acquired pursuant to this Subscription Agreement.

3. *All Subscribers, please check one of the following two boxes, if applicable.*

The Subscriber is a corporation, trust, partnership, limited liability company or other organization or entity and:

- The Subscriber currently does not and will not invest more than 40% of its “committed capital” (including all amounts which have been contributed to the Subscriber by its shareholders, partners, members or other equity holders plus all amounts which such persons remain obligated to contribute to it) in the Partnership; or

- The Subscriber's interest in the Partnership immediately after the acquisition of the Interest pursuant to this Subscription Agreement represents ___% of the Subscriber's "committed capital," and the Subscriber has not been formed for the sole purpose of investing in the Partnership or circumventing the requirements of Section 3(c)(1) or 3(c)(7) of the Investment Company Act, as the case may be, for the following reasons: *(Note: If the Subscriber cannot check the box in the immediately preceding paragraph, the Subscriber must describe all facts and circumstances to demonstrate that it was not formed for the specific purpose of investing in the Partnership. The Partnership may require additional information from the Subscriber.)*

4. All Subscribers, please check one of the following two boxes, if applicable.

The Subscriber is a corporation, trust, partnership, limited liability company or other organization or entity and:

- The Subscriber **was not** formed or recapitalized (e.g., through new investments made in the Subscriber solely for the purpose of financing its acquisition of the Interest and not pursuant to a prior financial commitment) for the purpose of investing in the Partnership
- The Subscriber **was** formed or recapitalized (e.g., through new investments made in the Subscriber solely for the purpose of financing its acquisition of the Interest and not pursuant to a prior financial commitment) for the purpose of investing in the Partnership

ATTACHMENT G

QUALIFIED PURCHASER STATUS

“Qualified Purchaser” means a person that is described in (a) through (g) of this Attachment G. Please mark each category applicable to the Subscriber (*and if the Subscriber is a trust or an entity, please be sure to answer from the perspective of the entity itself*). Please note that the Appendix to this Attachment G contains several important definitions applicable to this Attachment G, including the term “Investments.” The Subscriber is:

- (a) A natural person who owns not less than \$5,000,000 in Investments. For this purpose, Investments owned by the Subscriber include all Investments that are the Subscriber’s separate property and any Investments held jointly with the Subscriber’s spouse, as community property or otherwise, but do not include Investments that are the separate property of the Subscriber’s spouse unless the Interest will be a joint investment of the Subscriber and the Subscriber’s spouse.
- (b) A natural person who has discretionary investment authority with regard to at least \$25,000,000 of Investments, including for this purpose solely the Subscriber’s own Investments and Investments of third parties that are themselves accurately described by one or more paragraphs of this Attachment G (other than paragraph (h)).
- (c) A corporation, partnership, limited liability company, trust or other organization that: (i) was not organized or reorganized and is not operated for the specific purpose of acquiring the Interest or any other interest in the Partnership, and less than 40% of the assets of which will consist of interests in the Partnership (calculated as of the time of the Subscriber’s execution of this Subscription Agreement and the Subscriber’s admission to the Partnership); (ii) owns not less than \$5,000,000 in Investments; and (iii) is owned directly or indirectly solely by or for two or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons.
- (d) A trust: (i) that is not described in paragraph (c) of this Attachment G; (ii) that was not organized or reorganized and is not operated for the specific purpose of acquiring the Interest or any other interest in the Partnership, and less than 40% of the assets of which will consist of interests in the Partnership (calculated as of the time of the Subscriber’s execution of this Subscription Agreement and the Subscriber’s admission to the Partnership); and (iii) with respect to which each of the settlors and other contributors of assets, trustees, and other authorized decision makers is a person described in paragraph (a), (b), (c) or (e) of this Attachment G.
- (e) An entity that: (i) was not organized or reorganized and is not operated for the specific purpose of acquiring the Interest or any other interest in the

Partnership, and less than 40% of the assets of which will consist of interests in the Partnership (calculated as of the time of the Subscriber's execution of this Subscription Agreement and the Subscriber's admission to the Partnership); and (ii) has discretionary investment authority with regard to at least \$25,000,000 of Investments, whether for its own account or for the account of other persons that are themselves accurately described by one or more other paragraphs of this Attachment G (other than paragraph (h)).

- (f) A Qualified Institutional Buyer within the meaning of Rule 2a51-1(g) under the Investment Company Act. *Note that not all persons that are Qualified Institutional Buyers within the meaning of Rule 144A satisfy the definition in Rule 2a51-1(g) under the Investment Company Act. Dealers described in paragraph (a)(1)(ii) of Rule 144A, must own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the Subscriber. The following plans are not Qualified Institutional Buyers within the meaning of Rule 2a51-1(g) under the Investment Company Act except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan: (i) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, (ii) an employee benefit plan within the meaning of the Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended, or (iii) a trust fund whose trustee is a bank or trust company and whose participants are exclusively persons described in (d) or (e) of paragraph (a)(1)(i) of Rule 144A (but not a trust fund that includes individual retirement accounts or H.R. 10 plans as participants)*
- (g) An entity, each and every beneficial owner of which is accurately described by one or more of the foregoing paragraphs of this Attachment G or is itself an entity each and every beneficial owner of which is accurately described by one or more of the foregoing paragraphs of this Attachment G. *If the Subscriber is a qualified purchaser solely for the reason described in this paragraph 1(g), a separate qualified purchaser questionnaire must be submitted for each beneficial owner of the Subscriber's securities.*
- (h) **NOT** accurately described by any of the foregoing paragraphs of this Attachment G.

If the Subscriber is a qualified purchaser solely for the reasons referenced in paragraphs 1(c) or 1(g), the Subscriber agrees to restrict direct and indirect transfers of beneficial interests in the Subscriber to, in the case of 1(c), qualified family members and, in the case of 1(g), qualified purchasers.

If the Subscriber is a company formed on or before April 30, 1996 that relies on the exceptions provided for in Section 3(c)(1) or 3(c)(7) of the Investment Company Act to be exempt from registration as an investment company under the Investment Company Act, the Subscriber hereby represents and warrants that all consents required under the Investment Company Act to the Subscriber's treatment as a qualified purchaser have been obtained.

Appendix to Attachment G

Definitions

1. Investments.

(a) The term "Investments" shall mean:

(i) Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the Prospective Qualified Purchaser (as defined below in paragraph 1(i)(vi)) that owns such securities, unless the issuer of such securities is:

(1) An Investment Vehicle (as defined below in paragraph 1(i)(iv));

(2) A Public Company (as defined below in paragraph 1(i)(vii)); or

(3) A Company with shareholders' equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the Company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Prospective Qualified Purchaser acquires the securities of a Section 3(c)(7) Company (as defined below in paragraph 1(i)(ix));

(ii) Real estate held for investment purposes (as defined below in paragraph 1(b));

(iii) Commodity Interests (as defined below in paragraph 1(i)(i)) held for investment purposes (as defined below in paragraph 1(b));

(iv) Physical Commodities (as defined below in paragraph 1(i)(v)) held for investment purposes (as defined below in paragraph 1(b));

(v) To the extent not securities, financial contracts (as such term is defined in section 3(c)(2)(B)(ii) of the Investment Company Act) entered into for investment purposes (as defined below in paragraph 1(b));

(vi) In the case of a Prospective Qualified Purchaser that is a Section 3(c)(7) Company (as defined below in paragraph (i)(ix)), a Company that would be an Investment Company but for the exclusion provided by Section 3(c)(1) of the Investment Company Act or a commodity pool, any amounts payable to such Prospective Qualified Purchaser pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Prospective Qualified Purchaser upon the demand of the Prospective Qualified Purchaser; and

(vii) Cash and cash equivalents (including foreign currencies) held for investment purposes. For purposes of this section, cash and cash equivalents include:

(1) Bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes; and

(2) The net cash surrender value of an insurance policy.

(b) Investment Purposes. For purposes of defining “Investments”:

(i) Real estate shall not be considered to be held for investment purposes by a Prospective Qualified Purchaser (as defined below in paragraph 1(i)(vi)) if it is used by the Prospective Qualified Purchaser or a Related Person (as defined below in paragraph (i)(viii)) for personal purposes or as a place of business, or in connection with the conduct of the trade or business of the Prospective Qualified Purchaser or a Related Person, provided that real estate owned by a Prospective Qualified Purchaser who is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. Residential real estate shall not be deemed to be used for such personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code.

(ii) A Commodity Interest (as defined below in paragraph 1(i)(i)) or Physical Commodity (as defined below in paragraph 1(i)(v)) owned, or a financial contract entered into, by the Prospective Qualified Purchaser who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests, Physical Commodities or financial contracts in connection with such business may be deemed to be held for investment purposes.

(c) Valuation. For purposes of determining whether a Prospective Qualified Purchaser (as defined below in paragraph 1(i)(vi)) is a Qualified Purchaser, the aggregate amount of Investments owned and invested on a discretionary basis by the Prospective Qualified Purchaser shall be the Investments’ fair market value on the most recent practicable date or their cost, provided that:

(i) In the case of Commodity Interests (as defined below in paragraph (i)(i)), the amount of Investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and

(ii) In each case, there shall be deducted from the amount of Investments owned by the Prospective Qualified Purchaser the amounts specified in paragraphs (d) and (e) of this paragraph 1, as applicable.

(d) Deductions. In determining whether any person is a Qualified Purchaser there shall be deducted from the amount of such person’s Investments the amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the Investments owned by such person.

(e) Deductions: Family Companies. In determining whether a Family Company is a Qualified Purchaser, in addition to the amounts specified in paragraph (d) of this paragraph 1, there shall be deducted from the value of such Family Company’s Investments any outstanding indebtedness incurred by an owner of the Family Company to acquire such Investments.

(f) Joint Investments. In determining whether a natural person is a Qualified Purchaser, there may be included in the amount of such person's Investments any Investments held jointly with such person's spouse, or Investments in which such person shares with such person's spouse a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment in a Section 3(c)(7) Company (as defined below in paragraph 1(i)(ix)) are Qualified Purchasers, there may be included in the amount of each spouse's Investments any Investments owned by the other spouse (whether or not such Investments are held jointly). In each case, there shall be deducted from the amount of any such Investments the amounts specified in paragraph 1(d) above incurred by each spouse.

(g) Investments by Subsidiaries. For purposes of determining the amount of Investments owned by a Company pursuant to this paragraph 1, there may be included Investments owned by majority-owned subsidiaries of the Company and Investments owned by a Company ("Parent Company") of which the Company is a majority-owned subsidiary, or by a majority-owned subsidiary of the Company and other majority-owned subsidiaries of the Parent Company.

(h) Certain Retirement Plans and Trusts. In determining whether a natural person is a Qualified Purchaser, there may be included in the amount of such person's Investments any Investments held in an individual retirement account or similar account the Investments of which are directed by and held for the benefit of such person.

(i) Miscellaneous Definitions Relating to Investments.

(i) The term "Commodity Interests" means commodity futures contracts, options on commodity futures contracts, and options on Physical Commodities traded on or subject to the rules of:

(1) Any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder; or

(2) Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

(ii) The term "Company" means any corporation, partnership, limited liability company, trust or other organization.

(iii) The term "Family Company" means any Company owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons.

(iv) The term "Investment Vehicle" means an investment company, a company that would be an investment company but for the exceptions provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Rules 3a-6 or 3a-7 promulgated pursuant to the Investment Company Act, or a commodity pool.

(v) The term “Physical Commodity” means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests.

(vi) The term “Prospective Qualified Purchaser” means a person seeking to purchase a security of a Section 3(c)(7) Company.

(vii) The term “Public Company” means a Company that:

(1) Files reports pursuant to Section 13 or 15(d) of the Exchange Act; or

(2) Has a class of securities that are listed on a “designated offshore securities market” as such term is defined by Regulation S under the Securities Act.

(viii) The term “Related Person” means a person who is related to a Prospective Qualified Purchaser as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Prospective Qualified Purchaser, or is a spouse of such descendant or ancestor, provided that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such owner.

(ix) The term “Section 3(c)(7) Company” means a Company that would be an Investment Company but for the exclusion provided by Section 3(c)(7) of the Investment Company Act.

2. Qualified Institutional Buyer. The term “Qualified Institutional Buyer” shall mean:

(a) Any of the following entities, acting for its own account or the account of another Qualified Institutional Buyer or the account of a Qualified Purchaser, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

(i) Any insurance company as defined in Section 2(13) of the Securities Act;

Note: A purchase by an insurance company for one or more of its separate accounts, as defined by Section 2(a)(37) of the Investment Company Act which are neither registered under Section 8 of the Investment Company Act nor required to be so registered, shall be deemed to be a purchase for the account of such insurance company.

(ii) Any investment company registered under the Investment Company Act or any business development company as defined in Section 2(a)(48) of that Act;

(iii) Any Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;

(iv) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees; provided that such plan will not be deemed to be acting for its own account if investment decisions with respect to such plan are made by beneficiaries of such plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan;

(v) Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 ("ERISA");

(vi) Any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in subparagraph (iv) or (v) of this definition of Qualified Institutional Buyer, except trust funds that include as participants individual retirement accounts or H.R. 10 plans; and except further that such a trust fund that holds the assets of such a plan will not be deemed to be acting for its own account if investment decisions with respect to such plan are made by the beneficiaries of such plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan;

(vii) Any business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940 (the "Investment Advisers Act");

(viii) Any organization described in Section 501(c)(3) of the Code, corporation (other than a bank as defined in Section 3(a)(2) of the Securities Act or a savings and loan association or other institution referenced in Section 3(a)(5)(A) of the Securities Act or a foreign bank or savings and loan association or equivalent institution), partnership, or Massachusetts or similar business trust; and

(ix) Any investment adviser registered under the Investment Advisers Act;

(b) Any dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934 (the "Exchange Act"), acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$25 million of securities of issuers that are not affiliated with the dealer, provided, that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;

(c) Any dealer registered pursuant to Section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a Qualified Institutional Buyer;

Note: A registered dealer may act as agent, on a non-discretionary basis, in a transaction with a Qualified Institutional Buyer without itself having to be a Qualified Institutional Buyer.

(d) Any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other Qualified Institutional Buyers, that is a part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. "Family of investment companies" means any two or

more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided, that, for purposes of this section:

(i) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(ii) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(e) Any entity, all of the equity owners of which are Qualified Institutional Buyers, acting for its own account or the accounts of other Qualified Institutional Buyers; and

(f) Any bank as defined in Section 3(a)(2) of the Securities Act, any savings and loan association or other institution as referenced in Section 3(a)(5)(A) of the Securities Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other Qualified Institutional Buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of purchase of an Interest in the case of a United States bank or savings and loan association, and not more than 18 months preceding such date of purchase of an Interest for a foreign bank or savings and loan association or equivalent institution.

(g) In determining the aggregate amount of securities owned and invested on a discretionary basis by an entity, the following instruments and interests shall be excluded: bank deposit notes and certificates of deposit; loan participations; repurchase agreements; securities owned but subject to a repurchase agreement, and currency, interest rate and commodity swaps.

(h) The aggregate value of securities owned and invested on a discretionary basis by an entity shall be the cost of such securities, except where the entity reports its securities holdings in its financial statements on the basis of their market value, and no current information with respect to the cost of those securities has been published. In the latter event, the securities may be valued at market price for purposes of this definition of "Qualified Institutional Buyer."

(i) In determining the aggregate amount of securities owned by an entity and invested on a discretionary basis, securities owned by subsidiaries of the entity that are consolidated with the entity in its financial statements prepared in accordance with generally accepted accounting principles may be included if the investments of such subsidiaries are managed under the direction of the entity, except that, unless the entity is a reporting company under Section 13 or 15(d) of the Exchange Act, securities owned by such subsidiaries may not be included if the entity itself is a majority-owned subsidiary that would be included in the consolidated financial statements of another enterprise.

(j) For purposes of this definition of Qualified Institutional Buyer, “riskless principal transaction” means a transaction in which a dealer buys a security from any person and makes a simultaneous offsetting sale of such security to a Qualified Institutional Buyer, including another dealer acting as riskless principal for a Qualified Institutional Buyer.

ATTACHMENT H

**RESTRICTED PERSON STATUS UNDER
FINRA RULE 5130 AND COVERED PERSON STATUS UNDER FINRA RULE 5131**

Terms in bold are defined below.

The Subscriber represents and warrants that the information provided in this Attachment H is true and accurate:

A. Restricted Person Status

1. The Subscriber is a FINRA member firm or other broker-dealer.

Yes No

2. The Subscriber is a person listed in Items 2, 4, 5 or 6 shown on Attachment H-1.

Yes No

If you answered yes, indicate which item or items apply to the Subscriber and the name of the FINRA member firm, if applicable, and continue to question 3: _____

3. One of the exemptions listed below applies to the Subscriber.

Yes No

If yes, list the exemption (or exemptions) that apply: 7 - A state or municipal government benefits plan that is subject to state and/or municipal regulation.

Exemptions

(1) An investment company registered under the Investment Company Act;

(2) A common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the Exchange Act, provided that:

(A) the fund has investments from 1,000 or more accounts; and

(B) the fund does not limit beneficial interests in the fund principally to trust accounts of restricted persons;

(3) An insurance company general, separate or investment account, provided that:

(A) the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders; and

- (B) the insurance company does not limit the policyholders whose premiums are used to fund the account principally to restricted persons, or, if a general account, the insurance company does not limit its policyholders principally to restricted persons;
- (4) A publicly traded entity (other than a broker-dealer or an affiliate of a broker-dealer where such broker-dealer is authorized to engage in the public offering of new issues either as a selling group member or underwriter) that:
 - (A) is listed on a national securities exchange; or
 - (B) is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange;
- (5) An investment company organized under the laws of a foreign jurisdiction, provided that:
 - (A) the investment company is listed on a foreign exchange for sale to the public or authorized for sale to the public by a foreign regulatory authority; and
 - (B) no person owning more than 5% of the shares of the investment company is a restricted person;
- (6) An Employee Retirement Income Security Act benefits plan that is qualified under Section 401(a) of the Internal Revenue Code, provided that such plan is not sponsored solely by a broker-dealer;
- (7) A state or municipal government benefits plan that is subject to state and/or municipal regulation;
- (8) A tax exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code; or
- (9) A church plan under Section 414(e) of the Internal Revenue Code

B. Account of a Restricted Person

Required for all Subscribers that do not meet an exemption listed above.

Indicate which of the statements below applies to the Subscriber:

- 1. No owner of a **beneficial interest** in the Subscriber, including **beneficial interests** held indirectly through another entity, is a restricted person listed on Attachment H-1.
- 2. One of the exemptions listed above applies to each direct or indirect owner of a **beneficial interest** in the Subscriber that is a restricted person listed on Attachment H-1. If this category applies, list the number of the exemption or exemptions:

-
3. The aggregate percentage **beneficial interest** in the Subscriber held directly or indirectly by restricted persons listed on Attachment H-1 to whom no exemption applies is 10% or less. State the approximate percentage of beneficial interests held by restricted persons:
-

4. The aggregate percentage **beneficial interest** in the Subscriber held directly or indirectly by restricted persons listed on Attachment H-1 to whom no exemption applies is above 10%. State the approximate percentage of beneficial interests held by restricted persons:
-

C. Account of a Covered Person *N/A

1. Indicated whether any direct or indirect owner of a **beneficial interest** in the Subscriber is an executive officer or director of a **public company** or a **covered non-public company** or a person **materially supported** by such executive officer or director.

Yes No

2. If yes, does one of the exemptions listed above apply to the Subscriber?

Yes No

If yes, provide the number of the exemption: _____

3. If the answer to question 1 is yes and the answer to question 2 is no, do executive officers and directors of any single company, and persons **materially supported** by them, directly or indirectly own in the aggregate more than 25% of the **beneficial interests** in the Subscriber?

Yes No

If yes, state the approximate percentage of aggregate **beneficial interests** owned by such persons and the name of the company or companies: _____

Definitions

Associated person of a FINRA member firm. (1) Any natural person registered with FINRA or (2) any natural person who is a sole proprietor, partner, officer, director, or branch manager of a FINRA member firm, or any other natural person occupying a similar status or performing similar functions, or a natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a FINRA member firm (for example,

any employee), whether or not any such person is registered or exempt from registration with FINRA.

Beneficial interest. Any economic interest, including the right to share in gains or losses in an account, but does not include the receipt or right to receive any management or performance based fees for operating a collective investment account, or other fees received for acting in a fiduciary capacity.

Collective investment account. Any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and sale of securities, but not (1) a legal entity that is beneficially owned solely by immediate family members or (2) an investment club comprising a group of friends, neighbors, business associates or others who pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

Covered non-public company. Any non-public company satisfying the following criteria: (i) income of at least U.S. \$1,000,000 in the last fiscal year or in two of the last three fiscal years and shareholders' equity of at least U.S. \$15,000,000; (ii) shareholders' equity of at least U.S. \$30,000,000 and a two-year operating history; or (iii) total assets and total revenue of at least \$75,000,000 in the latest fiscal year or in two of the last three fiscal years.

Immediate family member. A person's parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law and children, and any other individual to whom the person provides material support.

Limited business broker-dealer. Any broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and direct participation program securities.

Material support. Directly or indirectly providing more than 25% of a person's income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

New issue. Any initial public offering of an equity security (as defined in Section 3(a)(11) of the Securities Act) made pursuant to a registration statement or offering circular, but **not** any of the following:

- (1) offerings made pursuant to an exemption under Section 4(1), 4(2) or 4(6) of the Securities Act, or SEC Rule 504 if the securities are "restricted securities" under SEC Rule 144(a)(3), or Rule 144A or Rule 505 or Rule 506 adopted thereunder;
- (2) offerings of exempted securities as defined in Section 3(a)(12) of the Securities Act, and rules promulgated thereunder;

- (3) offerings of securities of a commodity pool operated by a commodity pool operator as defined under Section 1a(5) of the Commodity Exchange Act;
- (4) rights offerings, exchange offers, or offerings made pursuant to a merger or acquisition;
- (5) offerings of investment grade asset-backed securities;
- (6) offerings of convertible securities;
- (7) offerings of preferred securities;
- (8) offerings of an investment company registered under the Investment Company Act;
- (9) offerings of securities (in ordinary share form or ADRs registered on Form F-6) that have a pre-existing market outside of the United States; or
- (10) offerings of a business development company as defined in Section 2(a)(48) of the Investment Company Act, a direct participation program as defined in NASD Rule 2810(a)(4), or a real estate investment trust as defined in Section 856 of the Code.

Public company. Any company that is registered under Section 12 of the Exchange Act or files periodic reports pursuant to Section 15(d) thereof.

ATTACHMENT H-1

RESTRICTED PERSON STATUS

1. An officer, director, general partner, **associated person** or employee of a FINRA member firm or any other broker-dealer (other than a **limited business broker-dealer**).
2. An agent of a FINRA member firm or any other broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business.
3. A person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment adviser (whether or not registered as an investment adviser) or **collective investment account**.
4. A person listed, or required to be listed, on one of the following schedules to Form BD as filed, or required to be filed, with the SEC by a broker-dealer (other than with respect to a limited business broker-dealer): (i) Schedule A, unless the person is identified by an ownership code of less than 10%; (ii) Schedule B, unless the person's listing on Schedule B relates to an ownership interest in a person that is listed on Schedule A and identified by an ownership code of less than 10%; or (iii) Schedule C, unless the person would be excluded under the percentage ownership criteria for Schedule A or B above.
5. A person that directly or indirectly owns an interest, in the amounts specified below, of a public reporting company listed, or required to be listed, on Schedule A or B of Form BD relating to a broker-dealer (other than a limited business broker-dealer), unless the public reporting company is listed on a national securities exchange: (i) 10% or more of a public reporting company listed, or required to be listed, on Schedule A; or (ii) 25% or more of a public reporting company listed, or required to be listed, on Schedule B.
6. A person that acts: (i) as a finder in connection with **new issues** or (ii) in any fiduciary capacity to managing underwriters in connection with new issues, including, but not limited to, attorneys, accountants and financial consultants to managing underwriters of new issues
7. An **immediate family member** of: (i) any person specified in items 1 through 6 above that **materially supports** or receives support from, that person; (ii) any person specified in items 1 or 2 above that is employed by or associated with a FINRA member or its affiliate, or that has an ability to control allocations of new issues; or (iii) any person specified in items 4 or 5 above that is an owner of a FINRA member or its affiliate, or that has an ability to control allocations of new issues.

ATTACHMENT I

TAX OWNER

Please check the box that applies:

- The Subscriber is not a Disregarded Entity (as defined in Section 3.14) and is not a grantor trust for U.S. federal income tax purposes.

- The Subscriber is a Disregarded Entity or is a grantor trust for U.S. federal income tax purposes. The Subscriber acknowledges and agrees that the provisions of the Partnership Agreement regarding transfers of limited partnership interests will apply, in addition to the Subscriber, to each of the following as applicable:
 - (a) (i) the Subscriber's Owner (as defined in Section 3.14), (ii) each grantor or other owner of the Subscriber or the Subscriber's Owner that is a grantor trust (together with the Subscriber's Owner, the "Tax Owner"), and (iii) each intermediate entity as if each such owner were a Limited Partner under the Partnership Agreement; and

 - (b) to any transaction pursuant to which a Tax Owner ceases to be treated as the owner of the Subscriber's Interest for U.S. federal income tax purposes.

ATTACHMENT J

UBTI REPORTING INFORMATION

Please check all boxes that apply. For purposes of this Attachment J, if the Subscriber is a Disregarded Entity (as defined in Section 3.14), then the Subscriber should complete this Attachment J as if each reference to the "Subscriber" were replaced with a reference to the first direct or indirect beneficial owner of the Subscriber that is not a Disregarded Entity.

1. The Subscriber is an entity generally exempt from income tax **and** either:
 - the Subscriber is subject to taxation on its unrelated business taxable income; or
 - the Subscriber is not subject to taxation on its unrelated business taxable income.

2. The Subscriber is not itself an entity generally exempt from income tax, but a direct or indirect investor in the Subscriber (excluding a direct or indirect investor in the Subscriber that invests through an entity treated as a C corporation) is an entity generally exempt from income tax, **and** either:
 - the direct or indirect tax-exempt investor in the Subscriber is subject to taxation on its unrelated business taxable income; or
 - the direct or indirect tax-exempt investor in the Subscriber is not subject to taxation on its unrelated business taxable income.

3. The Subscriber is not described in either section 1 or 2 above.

ATTACHMENT K

DOMESTIC GRANTOR TRUST CERTIFICATION

For purposes of this Attachment K, if the Subscriber is a Disregarded Entity (as defined in Section 3.14), then the Subscriber should complete this Attachment K as if each reference to the "Subscriber" were replaced with a reference to the first direct or indirect beneficial owner of the Subscriber that is not a Disregarded Entity.

Please complete the following, only if the Subscriber is a Domestic Grantor Trust.

The Subscriber is a "Domestic Grantor Trust" if it:

1. is a trust as to which the grantor or other person is treated as the owner of any portion of the trust under Sections 671-679 of the Internal Revenue Code, and
2. is a "United States person" as defined in Internal Revenue Code Section 7701(a)(30).

If the Subscriber is a Domestic Grantor Trust please check the applicable box below:

- (i) The Subscriber is wholly owned by a grantor or another person for U.S. federal income tax purposes.

OR

- (ii) The Subscriber is not described in clause (i) above. Please identify below the portion of the Subscriber that is treated as owned by a grantor or another person under subpart E of subchapter J of the Internal Revenue Code:

ATTACHMENT L

NON-U.S. LEGAL ENTITY STATUS

If the Subscriber is a legal entity located outside of the United States, the Subscriber represents and warrants as follows (please check all applicable boxes):

Canada

- The Subscriber is resident in or otherwise subject to the laws of Canada and:

is resident in or otherwise subject to the laws of either British Columbia, Alberta, Ontario or Quebec;

has reviewed the terms referred to in the section of the Memorandum entitled "For residents of Canada - Resale Restrictions";

is an "accredited investor" as defined in National Instrument 45-106 – Prospectus and Registration Exemptions ("NI 45-106") and is not a person created or being used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106;

is either purchasing the Interest as principal for its own account, or is deemed to be purchasing the Interest as principal for its own account in accordance with the applicable securities laws of the province in which such Subscriber is resident, by virtue of being either (i) a trust company or trust corporation as further described in subsection (p) of the definition of "accredited investor" in section 1.1 of NI 45-106; or (ii) a person acting on behalf of a fully managed account managed by that person as further described in subsection (q) of the definition of "accredited investor" in section 1.1 of NI 45-106;

if resident in the Province of British Columbia, is a "permitted client" as defined in National Instrument 31-103 - Registration Requirements, Exemptions and Ongoing Registrant Obligations;

acknowledges and agrees that its name and other specified information, including the Subscription Amount, will be disclosed to the relevant Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable securities and freedom of information laws; the Subscriber consents to the disclosure of such information where required by applicable laws; if required by applicable securities laws or stock exchange rules, the Subscriber agrees to execute, deliver and file or assist the applicable dealers in obtaining and filing such reports, undertakings and other documents relating to the purchase of the Interest by the Subscriber as may be required by any securities commission, stock exchange or other regulatory authority; and

the parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents contemplated hereby be drawn up in the English language. *Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention de*

souscription ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.

Chile

- The Subscriber is a legal entity located in Chile and acknowledges that it has received the offer to acquire an Interest in the Partnership in circumstances not resulting in a public offering and/or securities intermediation in Chile within the meaning of Chilean law.

Denmark

- The Subscriber is a legal entity located in Denmark and is a qualified investor as defined under the European Council Directive 2003/71/EC.

Finland

- The Subscriber confirms that it is a legal entity located in Finland and is a qualified investor as defined under the European Council Directive 2003/71/EC and the Finnish Securities Market Act 1989/495, Chapter 1, Section 4, as amended, because the Subscriber is (please check the appropriate box):
 - one the following entities that operate in the financial markets subject to a license or a similar foreign entity under authority supervision:
 - a) investment firm, credit institution, fund management company, or comparable entity;
 - b) stock exchange, options exchange, clearing entity, central securities depository, or comparable entity;
 - c) insurance company, pension insurance company, pension fund, or comparable entity;
 - the State of Finland, the province of Åland, a Finnish municipality or municipal federation or a similar foreign state and its local administration, or other comparable entity;
 - the European Central Bank, the Bank of Finland or similar foreign central bank or the International Monetary Fund, the World Bank or a similar international association or organization, or other comparable entity;
 - a business entity that according to its last annual or consolidated accounts meets at least two of the below criteria:
 - a) the average number of employees is equal to or exceeds 250;
 - b) balance sheet total amounts to at least EUR 43,000,000;
 - c) annual turnover amounts to at least EUR 50,000,000;
 - a business entity with its registered office in Finland that does not meet at least two of the criteria under the section above according to its last annual or

consolidated accounts and has upon its own request been entered into the qualified investor register maintained by the Finnish Financial Supervisory Authority.

Germany

- The Subscriber has been notified that the Partnership's interests have not been and shall not be offered or advertised publicly or offered similarly under § 135 of the Investmentgesetz (Investment Act), § 3 Wertpapierprospektgesetz (Securities Prospectus Act) or § 6 of the Vermögensanlagegesetz (Financial Assets Participations Act). This Subscription Agreement and the Memorandum addressed to the Subscriber have only been provided to the Subscriber and do not constitute an offer or advertisement to the public. The Subscriber shall not pass this Subscription Agreement or the Memorandum on or make either available to any third party. The Subscriber is strongly advised to consider possible tax consequences of a potential application of the Investmentsteuergesetz (Investment Tax Act) and is strongly advised to consult its own tax counsel.

Ireland

- The Subscriber is a legal entity located in Ireland and is a qualified investor as defined in the Prospectus (Directive 2003/71/EC) Regulations 2005. The Subscriber acknowledges and agrees that the Interest may not be offered or sold by any person:
 - otherwise than in a manner that does not constitute an offer for sale to the public within the meaning of Section 9 of the Unit Trust Act, 1990; or
 - in any way which would require the publication of a prospectus under the Investment Funds, Companies and Miscellaneous Provisions Act, 2005, as amended, and any regulations adopted pursuant thereto; or
 - in any country or jurisdiction including Ireland except in all circumstances that will result in compliance with all applicable laws and regulations in such country or jurisdiction.

Israel

- The Subscriber confirms that it is an investor of the type listed in the First Schedule to Israel's Securities Law, 1968. The Subscriber further confirms that it is aware of the implications of being treated as such an investor and consents to such treatment.

Japan

- The Subscriber is a legal entity located in Japan and is a qualified institutional investor (tekikaku kikan toshika) as defined in the Financial Instruments and Exchange Law of Japan.

Luxembourg

- The Subscriber is a legal entity located in Luxembourg and is either a qualified investor within the meaning of the EC Prospectus Directive (2003/71/EC) or a legal entity authorized or regulated to operate in the financial markets.

Netherlands

- The Subscriber is an individual or legal entity residing or incorporated in the Netherlands, this Subscription Agreement was received by the Subscriber in the Netherlands, and the Subscriber is a qualified investor (gekwalificeerde belegger) within the meaning of Section 1:1 of the Financial Supervision Act (Wet op het financieel toezicht).

Norway

- The Subscriber is a legal entity located in Norway and is a professional investor.

Oman

- The Subscriber is a legal entity located in Oman, acknowledges that none of the Manager, the Interest or the marketing materials for the Interest have been licensed by or registered with the CMA or the Central Bank of Oman and represents and warrants that:
 - (a) it has reviewed all documents relating to the Interest;
 - (b) that it is aware that the value of the Interest may fall as well as rise and an investment in the Interest may be difficult to realize;
 - (c) that the Manager has made no representation regarding the suitability of the Interest and does not undertake to make a market for the Interest; and
 - (d) it has been advised to and has taken appropriate tax and legal advice before investing in the Interest.

Singapore

- The Subscriber confirms that it is a legal entity or person located in Singapore and is either (i) an "institutional investor" (as defined under the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) pursuant to Section 274 of the SFA; or (ii) a relevant person pursuant to Section 275(1) of the SFA or a person pursuant to Section 275(1A) of the SFA.

Spain

- The Subscriber is a legal entity located in Spain and is a qualified investor within the meaning of the EC Prospectus Directive (2003/71/EC) as implemented in Spain. The Subscriber acknowledges that: (i) the Partnership will not be registered in Spain; (ii) an investment in the Interest involves a number of potential risks as described in the Memorandum; (iii) the Subscriber speaks and understands the English language and therefore can read and understand the Subscription Documents.

Sweden

- The Subscriber is a legal entity located in Sweden and is a qualified investor within the meaning of the Swedish Financial Instruments Trading Act.

Switzerland

- The Subscriber is a legal entity located in Switzerland, a citizen or resident of Switzerland or this Subscription Agreement was received by the Subscriber in Switzerland, and the Subscriber is a qualified investor within the meaning of the Federal Act on Collective Investment Schemes and its implementing ordinance.

United Arab Emirates - DIFC

- The Subscriber is a legal entity located in the Dubai International Financial Centre ("DIFC"), UAE, and the Subscriber is a professional investor as defined within the DIFC Markets Law No. 12 of 2004.

United Kingdom

- The Subscriber is a person receiving the Subscription Documents in the United Kingdom and is a person of a kind described in Article 19 or Article 49 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended, or is receiving the Subscription Documents outside the United Kingdom.

None of the Above

- The Subscriber is a legal entity located outside of the United States, but none of the above apply to the Subscriber.*

* If the Subscriber checked the box immediately above, please indicate the jurisdiction in which the Subscriber is located _____.

Depending on the jurisdiction indicated, the Partnership may require additional documentation or representations from the Subscriber.

To avoid Massachusetts data privacy regulation compliance concerns, the following material should be delivered only to Advent Latin American Private Equity Fund VI-C Limited Partnership. Please do not send this information to Goodwin Procter LLP.

CONFIDENTIAL FINANCIAL INFORMATION

DO NOT DISCLOSE OR FORWARD

**ADVENT LATIN AMERICAN PRIVATE EQUITY FUND VI-C LIMITED
PARTNERSHIP**

Subscriber Financial Information

Send completed documents to:
Advent International Corporation
75 State Street
Boston, MA 02109
Attention: Neil Crawford
Fax: (617) 951-9735
Email: ncrawford@AdventInternational.com

ADVENT LATIN AMERICAN PRIVATE EQUITY FUND VI-C LIMITED PARTNERSHIP

Instructions to Subscriber Financial Information

Persons wishing to become Subscribers to Advent Latin American Private Equity Fund VI-C Limited Partnership should complete the following:

(1) **All Subscribers:** All Subscribers must complete:

- (A) The Subscriber Information page included as Attachment 1; and
- (B) The Massachusetts Department of Revenue Form PTE-EX included herewith.

(2) **United States Persons.**

- If the Subscriber is a "United States person" as defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code") (a "U.S. Person") and is *not* an entity disregarded as separate from its owner for U.S. federal income tax purposes (a "Disregarded Entity"), the Subscriber must complete and submit the Internal Revenue Service Form W-9 ("IRS Form W-9") included herewith.
- If the Subscriber *is* a Disregarded Entity and the first direct or indirect beneficial owner of the Subscriber that is not a Disregarded Entity (the "Subscriber's Owner") is a U.S. Person, then the Subscriber's Owner must complete and submit the IRS Form W-9 included herewith.
- If the Subscriber (or, if the Subscriber is a Disregarded Entity, the Subscriber's Owner) is a U.S. Person and is also a grantor trust for U.S. federal income tax purposes, then, as provided in the instructions to the IRS Form W-9: (a) have each of the Subscriber and the Subscriber's Owner, if applicable, complete and submit an IRS Form W-9, and (b) have each of the grantor trust's grantors or other owners complete and submit an IRS Form W-9 or appropriate Internal Revenue Service Form W-8 ("IRS Form W-8") (together with any additional documentation required in connection therewith), as applicable.

(3) **Non-United States Persons.** If the Subscriber (or, if the Subscriber is a Disregarded Entity, the Subscriber's Owner) is not a U.S. Person, the Subscriber or the Subscriber's Owner (as applicable) must complete the appropriate IRS Form W-8, which can be obtained at the Internal Revenue Service website at www.irs.gov, and submit with the completed IRS Form W-8 any additional documentation required in connection therewith.

Send one (1) fully-executed and completed copy of the foregoing by facsimile or electronic mail, and one (1) original of the foregoing by overnight courier, to Neil Crawford at the address indicated on the cover page of this packet.

DO NOT SEND THESE DOCUMENTS TO ANY OTHER PERSON UNLESS EXPRESSLY INSTRUCTED.

If you have any questions concerning the completion of the Subscriber Financial Information, please contact Neil Crawford of Advent International Corporation at (617) 951-9400.

ADVENT LATIN AMERICAN PRIVATE EQUITY FUND VI LIMITED PARTNERSHIP
Attachment 1

Subscriber Information	
Name of Subscriber Commonwealth of Pennsylvania State Employees' Retirement System	
Address of Subscriber 30 North 3rd Street, Suite 150 Harrisburg PA 17101-1716	
Country of Residence or Organization (or, for entities organized in the United States, state of organization) United States	Taxpayer Identification Number (U.S. citizens and residents only) [REDACTED]
<i>Information pertaining to the Financial Institution from which the Subscriber's Capital Contributions will be wired to the Partnership</i>	
Account Name PLEASE SEE ATTACHED WIRE INSTRUCTIONS	
Name and Address of Financial Institution	
Account Information for Distribution of Cash	
Cash distributions by the Partnership are to be paid in the following form if possible (check one):	
<input type="checkbox"/> Wire Transfer	
Bank/ABA Number PLEASE SEE ATTACHED WIRE INSTRUCTIONS	
Account Name	
Account Number	
<input type="checkbox"/> Check	
Payee Name	
Payee Address	
Account Information for Distribution of Securities	
Distributions of securities by the Partnership are to be deposited in the following account:	
Brokerage Firm Name	
Account Name	
Account Number	

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)

Commonwealth of Pennsylvania State Employees' Retirement System

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ **state governmental pension**

Exemptions (see instructions):

Exempt payee code (if any) 3

Exemption from FATCA reporting
 code (if any) C

Address (number, street, and apt. or suite no.)

30 North Third Street, Suite 150

City, state, and ZIP code

Harrisburg PA 17101-1716

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

	-		-	
--	---	--	---	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
 Here

Signature of
 U.S. person ▶

John K. Bickle Admin. Officer

Date ▶

September 30, 2014

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

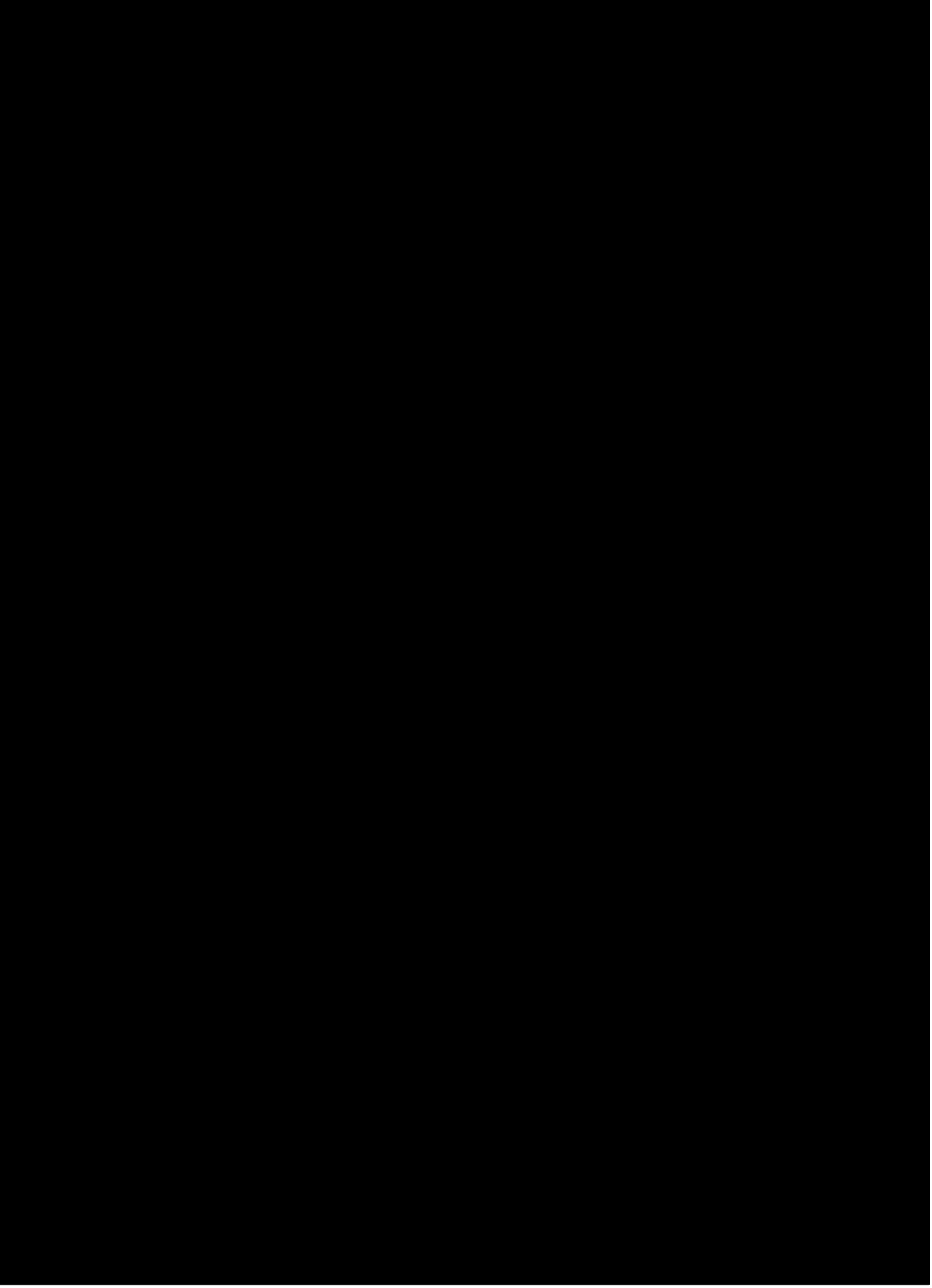
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Pennsylvania State Employees' Retirement System – Correspondence Chart



WIRE INSTRUCTIONS

