

Subscription Documents For
HELLMAN & FRIEDMAN
CAPITAL PARTNERS VIII, L.P.

(U.S. INVESTORS)

DIRECTIONS FOR THE COMPLETION OF THE SUBSCRIPTION DOCUMENTS

Prospective investors must complete all of the Subscription Documents contained in this package in the manner described below. Capitalized terms not defined herein are used as defined in the Amended and Restated Exempted Limited Partnership Agreements of Hellman & Friedman Capital Partners VIII, L.P. and Hellman & Friedman Capital Partners VIII (Parallel), L.P. (as applicable, the "Partnership"). For purposes of these Subscription Documents, the "Investor" is the person for whose account the Interests are being purchased. Another person with investment authority may execute the Subscription Documents on behalf of the Investor, but should indicate the capacity in which it is doing so and the name of the Investor.

1. *Subscription Agreement:*

- (a) Fill in amount of the Capital Commitment, date, print the name of the Investor and sign (and print name and title, if signing on behalf of an entity) in front of a witness on page 14.
- (b) Have the witness (this person does not need to be a notary public) sign and print his or her name where indicated on page 14.
- (c) Complete the appropriate acknowledgment form (making any changes necessary to reflect the Investor's circumstances). Please note that this form must be notarized.

2. *Investor Questionnaire:*

- (a) Each Investor should provide the information and respond to the questions in each section of the Investor Questionnaire, as appropriate. Each Investor should also print the name of the Investor and sign (and print name and title, if signing on behalf of an entity) the Investor Questionnaire on page 28.
- (b) Each Investor should respond to the questions in the Anti-Money Laundering Questionnaire attached as Annex 3 to the Investor Questionnaire. **Please return the Anti-Money Laundering Questionnaire by facsimile or electronic mail to Robert Guo (650-251-5002 or rguo@stblaw.com) at Simpson Thacher & Bartlett LLP as soon as possible. The Anti-Money Laundering Questionnaire may be submitted in advance of the other portions of the Subscription Documents.**

3. *W-9 Tax Form:*

Fill in, sign and date the Form W-9 provided herewith (or available at www.irs.gov/pub/irs-pdf/fw9.pdf) in accordance with the instructions to the Form.

4. *Evidence of Authorization and Identity:*

Each Investor must provide (i) satisfactory evidence of authorization to invest in the Partnership and (ii) identifying documents so that the General Partner may verify the Investor's identity. Accordingly, an Investor that is a natural person must provide all of the information requested below under the "Individual Investor" heading and an Investor that is not a natural person must provide all of the information requested below under the heading that corresponds to type of entity that the Investor is. An Investor may be requested to furnish other or additional documentation evidencing the authority to invest in the Partnership or establishing the identity of the Investor.

Individual Investor

- (a) government-issued identification or passport with the Investor's name, address and date of birth and a clear picture page; and
- (b) proof of residential address (e.g., recent utility bill with Investor's name)

Corporation

- (a) certified corporate resolutions authorizing the subscription and identifying the corporate officer empowered to sign the Subscription Document; and
- (b) certified articles of incorporation, certificate of good standing or similar document

Partnership

- (a) copy of the partnership agreement identifying the general partners;
- (b) resolutions of the general partner(s) authorizing the subscription; and
- (c) certified statement of partnership existence, certified certificate of limited partnership, certificate of good standing or similar document

Limited Liability Company

- (a) copy of the operating agreement identifying the manager or managing member, as applicable;
- (b) resolutions of the manager or managing member authorizing the subscription; and
- (c) certified certificate of formation, certificate of good standing or similar document

Trust

- (a) copy of the trust agreement

Employee Benefit Plan

- (a) certificate of an appropriate officer certifying that the subscription has been authorized and identifying the individual empowered to sign the Subscription Documents

5. *Delivery of Subscription Documents:*

One completed and signed copy of the Subscription Agreement and the Investor Questionnaire, together with the Form W-9 and the required evidence of authorization

and identity, should be delivered to Simpson Thacher & Bartlett LLP, on behalf of the General Partner, at the following address:

Simpson Thacher & Bartlett LLP
2475 Hanover Street
Palo Alto, CA 94304
Attention: Robert Guo

In addition, please send the completed and executed Subscription Agreement and Investor Questionnaire by facsimile or electronic mail to Robert Guo (650-251-5002 or rguo@stblaw.com) at Simpson Thacher & Bartlett LLP as soon as possible.

6. *Acceptance of Subscription:*

If the Investor's subscription is accepted by the General Partner (in whole or in part), a fully executed set of the Subscription Documents (indicating the amount of the Capital Commitment that has been accepted) will be returned to the Investor. Please note that the Investor's subscription will not be complete until it has been accepted by the General Partner.

Inquiries regarding subscription procedures (including if the Investor Questionnaire indicates that the Investor's response to a question requires further information) should be directed to Michael Nooney (650-251-5070 or mnooney@stblaw.com) or Mark Tannahill (650-251-5101 or mtannahill@stblaw.com) of Simpson Thacher & Bartlett LLP.

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SUBSCRIPTION AGREEMENT

Hellman & Friedman Capital Partners VIII, L.P.
c/o Hellman & Friedman Investors VIII, L.P.
Intertrust Corporate Services (Cayman) Limited
190 Elgin Avenue
George Town, Grand Cayman, KY1-9005
Cayman Islands

Ladies and Gentlemen:

1. *Subscription.* The undersigned (the "Investor") subscribes for and agrees to purchase limited partnership interests ("Interests") in Hellman & Friedman Capital Partners VIII, L.P. or a Parallel Fund thereto (such entity in which the Investor subscribes for an Interest, the "Partnership") with a Capital Commitment (as defined in the Partnership Agreement referred to below) in the amount set forth on the signature page below. The Investor acknowledges that this subscription (i) is irrevocable on the part of the Investor, (ii) is conditioned upon acceptance by or on behalf of Hellman & Friedman Investors VIII, L.P. (the "General Partner") on behalf of the Partnership, (iii) may be accepted or rejected in whole or in part by the General Partner in its sole discretion and (iv) will expire if not accepted by the General Partner on or prior to one year from the date hereof. The Investor agrees to adhere to and be bound by all of the terms and provisions of the Amended and Restated Exempted Limited Partnership Agreement of the Partnership (as amended from time to time, the "Partnership Agreement") in the final form provided to the Investor. The Investor agrees that the General Partner has the sole discretion to determine whether the Investor's investment is made in Hellman & Friedman Capital Partners VIII, L.P. or a Parallel Fund. Capitalized terms not defined herein are used as defined in the Partnership Agreement.

2. *Representations and Warranties of the Investor.* To induce the Partnership and the General Partner to accept this subscription, the Investor represents and warrants as follows:

(a) The Investor has been furnished and has carefully read (i) the Confidential Private Placement Memorandum relating to the Partnership, as amended or supplemented through the date of the Investor's subscription for Interests (the "Memorandum"), (ii) Part II of Form ADV of Hellman & Friedman LLC and (iii) a form of the Partnership Agreement. The Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests, is able to bear the risks of an investment in the Interests and understands the risks of, and other considerations relating to, a purchase of Interests, including the matters set forth under the caption "Risk Factors and Potential Conflicts of Interest" in the Memorandum. The Investor's overall commitment to the Partnership and other investments that are not readily marketable is not disproportionate to the Investor's net worth and the Investor has no need for immediate liquidity in the Investor's investment in Interests. The Investor can afford a complete loss of the investment in the Interests and can afford to hold the investment for an indefinite period of time.

(b) If the Investor is a natural person, the Investor has been furnished with and has carefully reviewed the Partnership's privacy policy.

(c) The Interests to be acquired hereunder are being acquired by the Investor for the Investor's own account for investment purposes only and not with a view to resell or distribute.

(d) The Investor understands that the Interests have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), the securities laws of any state or the securities laws of any other jurisdiction, nor is such registration contemplated. The Investor understands and agrees further that the Interests must be held indefinitely unless they are subsequently registered under the Securities Act and any applicable state or other securities laws or an exemption from registration under the Securities Act and such laws covering the sale of Interests is available. Even if such an exemption is available, the assignability and transferability of the Interests will be governed by the Partnership Agreement, which imposes substantial restrictions on transfer. The Investor understands that legends stating that the Interests have not been registered under the Securities Act or any state or other securities laws and setting out or referring to the restrictions on the transferability and resale of the Interests will be placed on all documents evidencing the Interests. Further, the Investor represents and warrants that, unless separately acknowledged in writing by the General Partner on the date of acceptance of this Subscription Agreement, there are no governmental orders, permissions, consents, approvals or authorizations that are required to be obtained and/or observed, and no registrations or other filings (other than a notice of exempt offering on Form D under the Securities Act or other similar filings under any applicable U.S. state "blue sky" law) are required to be made (in each case whether regarding registration as a lobbyist, investment advisor and/or other status or category, or otherwise (including restrictions on gifts, political contributions or other activities) for the Partnership, the General Partner or their respective Affiliates or employees) in connection with the purchase of Interests by the Investor and/or the Investor's status as a Limited Partner of the Partnership.

(e) To the full satisfaction of the Investor, the Investor has been furnished any materials that the Investor has requested relating to the Partnership, the offering of Interests or any statement made in the Memorandum, and the Investor has been afforded the opportunity to ask questions of representatives of the Partnership concerning the terms and conditions of the offering and to obtain any additional information necessary to verify the accuracy of any representations or information in the Memorandum.

(f) Other than as set forth in the Memorandum, the Partnership Agreement and any separate agreement in writing with the Partnership executed in conjunction with the Investor's subscription for Interests, the Investor is not relying upon any information (including, without limitation, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, and any seminars or meetings whose attendees have been invited by any general solicitation or advertising), representation or warranty by the Partnership, the General Partner, any Affiliate of the foregoing or any agent of them, written or otherwise, in

determining to invest in the Partnership and expressly acknowledges that neither the Partnership, the General Partner, any Affiliate of the foregoing nor any agent of any of them has made any representations or warranties in connection therewith. The Investor has, independently and without reliance upon the Partnership, the General Partner, any Affiliate of the foregoing or any agent of them, and based on such documents and information as the Investor has deemed appropriate, made its own investment decision with respect to the investment represented by its Interests. The Investor has consulted, to the extent deemed appropriate by the Investor, with the Investor's own advisors as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in Interests and on that basis believes that an investment in the Interests is suitable and appropriate for the Investor.

(g) The Investor acknowledges and agrees that the distribution of this Subscription Agreement, the Partnership Agreement or any other materials in connection with the investment in Interests does not constitute an offer to sell or the solicitation of an offer to buy in any state or other jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction and that such distribution and the offer and sale of the Interests in certain jurisdictions may be restricted by law.

(h) The Investor hereby acknowledges and agrees that, as and to the extent provided for in the Partnership Agreement, if the General Partner reasonably determines that for legal, tax, regulatory or other relevant business considerations it is in the best interests of the Partners that all or a portion of any of the Partnership's Investments be held through one or more Parallel Funds, the General Partner may in its sole discretion (i) if such determination is made after delivery of this Subscription Agreement to the General Partner but prior to the Investor's admission as a Limited Partner of the Partnership, deem the Investor's subscription hereunder to have been for limited partnership interests in such Parallel Fund (with all of the terms of and references made herein to the Partnership being deemed to apply equally to such Parallel Fund for purposes of this Subscription Agreement, including paragraph 7 below) and admit the Investor as a limited partner of such Parallel Fund or (ii) if such determination is made after the Investor has been admitted as a Limited Partner of the Partnership, require the Investor to withdraw all or a portion of its Interests from the Partnership and to become a Limited Partner of such Parallel Fund (with respect to such Limited Partner's Capital Commitment, or relevant portion thereof) and, in connection therewith, take any other necessary action to consummate the foregoing (including, without limitation, the execution as the Investor's attorney-in-fact of the limited partnership agreement of such Parallel Fund and any related transfer or other documentation necessary to consummate such withdrawal and admission of the Investor). A copy of the limited partnership agreement of any such Parallel Fund shall, to the extent practicable, be provided to its limited partners prior to their admission thereto and the terms of any such agreement shall be substantively identical to those of the Partnership in all material respects, except to the extent that the General Partner reasonably determines is required or desirable for legal, tax, regulatory or other relevant business considerations.

(i) (i) If the Investor is not a natural person, (A) the Investor is duly formed, validly existing and in good standing under the laws of the jurisdiction of its

organization and has the power and authority to conduct its business as it is now being conducted and is proposed to be conducted, (B) the Investor has the power and authority to enter into this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests, and to perform its obligations hereunder and thereunder and consummate the transactions contemplated hereby and thereby and (C) the person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute and deliver this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests.

(ii) If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interests and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by the Investor in connection with this subscription for Interests.

(iii) The execution and delivery by the Investor of, and compliance by the Investor with, this Subscription Agreement, the Partnership Agreement and each other document required to be executed and delivered by the Investor in connection with this subscription for Interests does not conflict with, or constitute a default under, any instruments governing the Investor, any law, regulation or order, or any agreement to which the Investor is a party or by which the Investor is bound.

(iv) This Subscription Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Investor, enforceable against it in accordance with its terms.

(j) If the Investor is, or is acting (directly or indirectly) on behalf of, a "Plan" (as defined below) which is subject to Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), or any provisions of any other U.S. federal, state, local, non-U.S. or other laws or regulations that are similar to those provisions contained in such portions of ERISA or the Code (collectively, "Other Plan Laws"): (1) the decision to invest in the Partnership was made by a fiduciary (within the meaning of Section 3(21) of ERISA and the regulations thereunder, or as defined under applicable Other Plan Laws) (a "Fiduciary") of the Plan which is unrelated to the General Partner or any of its employees, representatives or Affiliates and which is duly authorized to make such an investment decision on behalf of the Plan (the "Plan Fiduciary"); (2) the Plan Fiduciary has taken into consideration its fiduciary duties under ERISA or any applicable Other Plan Laws, including the diversification requirements of Section 404(a)(1)(C) of ERISA (if applicable), in authorizing the Plan's investment in the Partnership, and has concluded that such investment is prudent; (3) the Plan's subscription to invest in the Partnership and the purchase of Interests contemplated thereby is in accordance with the terms of the Plan's governing instruments and complies with all applicable requirements of ERISA, the Code and all applicable Other Plan Laws and does not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a similar

violation under any applicable Other Plan Laws; and (4) the Plan Fiduciary acknowledges and agrees that neither the General Partner nor any of its employees, representatives or Affiliates will be a fiduciary with respect to the Plan as a result of the Plan's investment in the Partnership, pursuant to the provisions of ERISA or any applicable Other Plan Laws, or otherwise, and the Plan Fiduciary has not relied on, and is not relying on, the investment advice of any such person with respect to the Plan's investment in the Partnership. "Plan" includes (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is described in Section 4975 of the Code, whether or not such plan, account or arrangement is subject to Section 4975 of the Code, (iii) an insurance company using general account assets if such general account assets are deemed to include the assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the Code under Section 401(c)(1)(A) of ERISA or the regulations promulgated thereunder and (iv) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements, for purposes of ERISA, or otherwise.

(k) If the Investor is (directly or indirectly) investing the assets of a Plan which is not subject to Title I of ERISA or Section 4975 of the Code but is subject to any other U.S. federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Partnership to be treated as assets of the Plan by virtue of its investment in the Partnership and thereby subject the Partnership and the General Partner (or other persons responsible for the investment and operation of the Partnership's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code ("Similar Law"), the Partnership's assets will not constitute the assets of such Plan under the provisions of any applicable Similar Law.

(l) Each Investor (directly or indirectly) investing the assets of a Plan subject to Title I of ERISA, Section 4975 of the Code or any Similar Law (including where applicable, for purposes of this paragraph (l) as such term may apply *mutatis mutandis* to a Feeder Entity or Corporation) hereby acknowledges that no Feeder Entity or Corporation is expected to qualify as an "operating company" for purposes of the DOL Regulations, and the assets of any Feeder Entity or Corporation may therefore constitute "plan assets" of those Electing Limited Partners that are subject to Title I of ERISA or Section 4975 of the Code; and that each Feeder Entity and Corporation is therefore intended to be structured as an intermediate vehicle through which the Electing Limited Partners subject to Title I of ERISA or Section 4975 of the Code may participate in an investment in the Partnership or an Alternative Vehicle and with respect to which the general partner (or similar managing entity) of the Feeder Entity or Corporation is not, except as expressly provided under the terms of the Feeder Entity or Corporation, intended to have any discretionary authority or control with respect to the investment of the assets of the Feeder Entity or Corporation. Each Investor (directly or indirectly) investing the assets of a Plan subject to Title I of ERISA, Section 4975 of the Code or any Similar Law hereby acknowledges and agrees that by making a capital contribution to a Feeder Entity or Corporation, such Investor shall be deemed to (i) direct the General Partner (or similar managing entity) of the Feeder Entity or Corporation to invest the

amount of such capital contribution directly or indirectly in the Partnership or Alternative Vehicle, as applicable, and acknowledge that during any period when the underlying interests of the Feeder Entity or Corporation in the Partnership or Alternative Vehicle are deemed to constitute “plan assets” for purposes of ERISA, Section 4975 of the Code or applicable Similar Law, the general partner (or similar managing entity) of the Feeder Entity or Corporation will act as a custodian with respect to the assets of such Plan, but is not intended to be a fiduciary with respect to the assets of such Plan for purposes of ERISA, Section 4975 of the Code or any applicable Similar Law and (ii) represent that such capital contribution and the transactions contemplated by such direction will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or a violation under any applicable Similar Law.

(m) If the Investor is, or is acting on behalf of, a Plan subject to Title I of ERISA, Section 4975 of the Code or any Similar Law and (i) the Investor contributes capital to a Corporation or a Feeder Entity (that would, in turn, contribute the capital contribution to a Corporation) pursuant to paragraph 4.2(f) of the Partnership Agreement to participate indirectly in an Investment made through the Partnership or an Alternative Vehicle, (ii) the assets of any Corporation or Feeder Entity described under paragraph 4.2(f)(i) of the Partnership Agreement are deemed to constitute “plan assets” for purposes of ERISA, Section 4975 of the Code or applicable Similar Law and (iii) the General Partner or general partner (or similar managing entity) of such Alternative Vehicle, as the case may be, structures a disposition of its Investment in a transaction with a buyer willing to acquire the equity interests of such Corporation, then such Investor hereby directs the General Partner or general partner (or similar managing entity) of such Alternative Vehicle, as applicable, to dispose of such Investment through a transaction in which the buyer acquires the equity interests of such Corporation (rather than a transaction in which the buyer acquires its interest in the Investment from the Partnership or Alternative Vehicle (or a subsidiary thereof)) if the General Partner determines that the estimated after tax proceeds expected to be received by Limited Partners participating in such Corporation or Feeder Entity from the disposition of such Investment if the transaction is structured as a sale of the equity interests in such Corporation are greater than the estimated after tax proceeds expected to be received by Limited Partners participating in such Corporation or Feeder Entity from the disposition of such Investment if the transaction is structured in an alternative manner. For purposes of the foregoing test, the General Partner shall assume that the Corporation is subject to U.S. federal, state and local income tax on any gain realized on the sale of its assets at the highest rate applicable for a U.S. corporation organized in Delaware and carrying on business in the jurisdictions in which the relevant portfolio company carries on business.

(n) The Investor was offered the Interests in the state listed in the Investor’s permanent address set forth in the Investor Questionnaire attached hereto or previously provided to the General Partner (the “Investor Questionnaire”) and intends that the securities law of that state govern the Investor’s subscription.

(o) The Investor has notified the General Partner in writing of, and will notify the General Partner in writing of any changes to, all investment policies or investment

restrictions applicable to the Investor which could, pursuant to paragraph 14.33 of the Partnership Agreement, restrict its ability to participate in potential Investments.

(p) (i) Neither the Investor, nor any of its direct or indirect beneficial owners, appears on (x) the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or (y) the Annex to United States Executive Order 132224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism. Neither the Investor, nor any direct or indirect beneficial owner, (1) is an individual or entity that resides in, is organized or chartered in, or has its principal place of business or a majority of its business operations (measured by revenues) in, a country or territory that (A) is subject to the sanctions/embargo programs administered by OFAC, (B) appears on the Financial Action Task Force on Money Laundering list of Non-Cooperative Countries or Territories, or (C) is designated by the U.S. Secretary of the Treasury pursuant to the Uniting and Strengthening America by Providing Appropriate Tools to Intercept and Obstruct Terrorism Act of 2001 (the “PATRIOT Act”) as warranting special measures or as being of primary money laundering concern; (2) is an individual or entity that is named on any list maintained by the U.S. Securities and Exchange Commission, the U.S. Federal Bureau of Investigation, the U.S. Secretary of the Treasury, or other similar or successor entities that relates to money laundering, terrorist financing or similar financial crimes; (3) is a financial institution designated by the U.S. Secretary of the Treasury as warranting special measures or as being of primary money laundering concern; (4) is a prohibited “foreign shell bank” as described in Section 5318(j) of Title 31 of the United States Code or a U.S. financial institution that has established, maintains, administers or manages an account in the U.S. for, or on behalf of, a prohibited “foreign shell bank”; or (5) is otherwise a party with which the Partnership is prohibited to deal under the laws of the U.S. or the Cayman Islands.

(ii) The Investor further represents and warrants that the Investor: (1) has conducted thorough due diligence with respect to all of its directors, officers and beneficial owners; (2) has established the identities of all beneficial owners and the source of each of the beneficial owner’s funds and (3) has obtained and will retain evidence of any such identities and background information, any such source of funds and any such due diligence. The Investor further represents that it and its investment in Interests is in compliance with all U.S. and non-U.S. anti-money-laundering and similar laws, rules, regulations or orders applicable to it (including, without limitation, any relevant anti-money laundering law, rule, regulation or order administered by OFAC, including Subtitle B, Chapter V of Title 31 of the U.S. Code of Federal Regulations, as amended from time to time).

(iii) The Investor further represents that the Investor does not know or have any reason to suspect that (1) the monies used to fund the Investor’s investment in the Interests have been or will be derived from or related to any illegal activities, including but not limited to, money laundering activities and (2) the proceeds from the Investor’s investment in the Interests will be used to finance any illegal activities.

(iv) The Investor agrees and acknowledges that, among other remedial measures, (1) the Partnership may be obligated to “freeze the account” of such Investor, either by prohibiting additional investments by the Investor and/or segregating assets of the Investor in compliance with governmental regulations, if the General Partner determines in its good faith that such action is in the best interests of the Partnership; and (2) the Partnership may be required to report such action or confidential information relating to the Investor (including, without limitation, disclosing the Investor’s identity) to the regulatory authorities. The Investor represents that in the event that it is, receives deposits from, makes payments to or conducts transactions relating to a non-U.S. banking institution (a “Non-U.S. Bank”) in connection with the Investor’s investment in Interests, such Non-U.S. Bank: (A) has a fixed address, other than an electronic address or a post office box, in a country in which it is authorized to conduct banking activities; (B) employs one or more individuals on a full-time basis; (C) maintains operating records related to its banking activities; (D) is subject to inspection by the banking authority that licensed it to conduct banking activities; and (E) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a registered affiliate.

(v) The Investor further represents and warrants that to, the best of its knowledge, none of the Investor, the Investor’s direct or indirect beneficial owners or any person for whom the Investor is acting as agent or nominee in connection with the Investor’s investment in the Interests is a senior foreign political figure¹ or any immediate family member² or close associate³ of a senior foreign political figure as such terms are defined in the footnotes below.

(vi) The Investor acknowledges and agrees that the General Partner and/or its Affiliates may use the information provided to them in connection with the Investor’s subscription for Interests to comply with its obligations under any applicable anti-money laundering, anti-financial crime and countering terrorist financing laws and related laws, rules and regulations, and as the General Partner otherwise deems necessary in connection with the businesses of the Partnership.

(q) The Investor will not transfer, assign or deliver any interest in the Interests except in accordance with the restrictions set forth in the Partnership Agreement.

¹ A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, or a senior executive of a non-U.S. government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

² “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

³ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial U.S. and non-U.S. financial transactions on behalf of the senior foreign political figure.

3. *Representations and Warranties of the Partnership and the General Partner.*

Each of the Partnership and the General Partner represents and warrants as of the date hereof that:

(a) The Partnership is an exempted limited partnership duly formed, validly existing and in good standing under the Partnership Law and has the exempted limited partnership power and authority to execute and deliver this Subscription Agreement and to own its properties and conduct its business as described in the Partnership Agreement. The General Partner is an exempted limited partnership duly formed, validly existing and in good standing under the Partnership Law, and has the exempted limited partnership power and authority to execute and deliver this Subscription Agreement and the Partnership Agreement and to perform its obligations hereunder and thereunder.

(b) The Partnership Agreement and this Subscription Agreement create valid and binding obligations of the Partnership and the General Partner and are enforceable against the Partnership and the General Partner in accordance with their terms, except as enforcement may be limited by applicable bankruptcy, insolvency, liquidation, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, by lapse of time or where contrary to public policy, and subject to general principles of equity and to limitations on availability of equitable relief, including specific performance.

(c) Assuming the accuracy of the representations of each Combined Limited Partner contained in the Subscription Agreements (including each of the Investor Questionnaires attached thereto), it is not necessary in connection with the offer, issuance, sale or delivery to the Investor of the Interests under the circumstances contemplated by, and on the terms set forth in, this Subscription Agreement to register the Investor's Interests in the Partnership under the Securities Act.

(d) Assuming the accuracy of the representations of each Combined Limited Partner contained in the Subscription Agreements (including each of the Investor Questionnaires attached thereto), the Partnership is not required to register as an "investment company" under the U.S. Investment Company Act of 1940, as amended.

(e) The execution and delivery of this Subscription Agreement by the Partnership and the Partnership Agreement by the General Partner will not conflict with or result in the material violation of or constitute a material default under or material breach of any contract, indenture, agreement, instrument or mortgage applicable to the Partnership, the General Partner or any of its Affiliates, or any permit, franchise, judgment, decree, statute, rule or regulation applicable to any of them or their business or properties.

(f) There are no legal or governmental proceedings pending to which the General Partner is a party which, if determined adversely to the General Partner, would prevent the General Partner from entering into the Partnership Agreement or the Partnership from entering into the Subscription Agreement.

(g) The Memorandum, this Subscription Agreement and the Partnership Agreement, taken as a whole, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in the light of the circumstances under which they were made, not misleading, except to the extent that the Partnership Agreement or the Subscription Agreement, as the case may be, is inconsistent with the Memorandum, in which case the Partnership Agreement or this Subscription Agreement, as the case may be, shall take precedence.

(h) Upon the Investor's execution and delivery of the Partnership Agreement and this Subscription Agreement and the General Partner's execution of the Partnership Agreement and this Subscription Agreement, the Investor will be a Limited Partner and will be entitled to all of the rights and benefits of a limited partner under the Partnership Law and the Partnership Agreement.

4. *Tax Information.* The Investor certifies under penalties of perjury that (A) (i) the Investor's name, taxpayer identification or social security number and address provided in the Investor Questionnaire are correct and (ii) the Investor will complete, sign and return with this Subscription Agreement the Form W-9, Request for Taxpayer Identification Number and Certification, and (B) (i) the Investor is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (each as defined in the Code) and (ii) the Investor will notify the Partnership within thirty (30) days of any change in such status. The Investor agrees to execute properly and provide to the Partnership in a timely manner any tax documentation or information that may be reasonably required by the General Partner in connection with the Partnership (including, but not limited to (x) the name, address and tax identification number of any "substantial U.S. owner" of the Investor or other information required to reduce or eliminate any withholding tax directly or indirectly imposed on or collected by or with respect to the Partnership pursuant to Sections 1471 through 1474 of the Code, an intergovernmental agreement entered into in connection with the implementation of Sections 1471 through 1474 of the Code or any similar regime under non-U.S. law implementing such intergovernmental agreement ("FATCA") and (y) any other information reasonably requested by the General Partner that is necessary for the Partnership to comply with its obligations pursuant to FATCA). The Investor will promptly notify the General Partner in writing if any information provided to the General Partner pursuant this paragraph changes (including in the event the IRS terminates any agreement entered into with the Investor under Section 1471(b) of the Code). If the Investor fails to supply sufficient information, including such information as requested by the General Partner pursuant to this paragraph, on a timely basis (taking into account, without limitation, the time that the General Partner reasonably requires to process such information), the Investor acknowledges that it may be subject to a 30% U.S. withholding tax imposed on (a) U.S.-sourced dividends, interest and certain other income, and (b) gross proceeds from the sale or other disposition of U.S. stocks, debt instruments and certain other assets.

5. *Investor Identification and Ability to Fund.* The Investor acknowledges that the General Partner (i) is subject to certain legal requirements that require the General Partner to verify the source of funds paid to the Partnership by the Investor and/or the identity of the Investor and persons associated with the Investor and (ii) has a legitimate interest in ascertaining the Investor's ability to meet its obligations to make timely capital contributions to the

Partnership as provided under the Partnership Agreement. The Investor undertakes to promptly provide such materials as may from time to time be reasonably requested by the General Partner for such purposes.

6. *Further Advice and Assurances.* All information which the Investor has provided to the Partnership, including the information in the Investor Questionnaire, is correct and complete as of the date hereof, and the Investor agrees to notify the General Partner immediately if any representation or warranty contained in this Subscription Agreement, including the Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide such information with respect to itself and its direct and indirect beneficial owners (including, without limitation, personal identification information) and execute and deliver such documents as the Partnership may from time to time reasonably request to verify the accuracy of the Investor's representations and warranties herein, establish the identity of the Investor and the direct and indirect participants in its investment in Interests and/or to comply with any law, rule or regulation to which the Partnership, the General Partner or the Management Company may be subject, including, without limitation, compliance with anti-money laundering laws and regulations, or for any other reasonable purpose. With respect to the obligation of any Investor that is a corporate pension plan or governmental entity (including pension plans or systems) to provide any financial information to the General Partner, the Partnership, the Management Company, any Alternative Vehicle, any Parallel Fund or third parties (including any lender to the Partnership) in connection with the Investor's investment in the Partnership pursuant to the Partnership Agreement or this Subscription Agreement (including the Investor Questionnaire) or any other document in connection with the Investor's investment in the Partnership, the General Partner shall not require the Investor to deliver such information in respect of its pensioners or other ultimate beneficial owners. The Investor agrees that the Partnership, the General Partner, the Management Company and their Affiliates shall have no liability to the Investor for providing any information about the Investor or its investment in the Partnership to any third party service provider that the General Partner, the Management Company or their Affiliates reasonably believe to be acting on behalf of such Investor.

7. *Power of Attorney.* The Investor by executing this Subscription Agreement hereby appoints the General Partner, with full power of substitution, as the Investor's true and lawful representative and attorney-in-fact, and agent of the Investor, to execute, acknowledge, verify, swear to, deliver, record and file, in the Investor's name, place and stead:

(a) all certificates and other instruments that the General Partner deems appropriate to form, qualify or continue the Partnership as an exempted limited partnership (or a partnership in which the limited partners have limited liability) in the Cayman Islands and all other jurisdictions in which the Partnership conducts or plans to conduct business (including without limitation any filing for the purpose of admitting the Investor and others as partners and describing their initial or any increased Capital Commitments);

(b) any instrument, certificate or other document that may be deemed necessary or desirable to effect the winding-up and termination of the Partnership, in accordance with the terms of the Partnership Agreement;

(c) any other business certificate, fictitious name certificate, amendment thereto, or other instrument or document of any kind necessary or desirable to accomplish the business, purpose and objectives of the Partnership, and in each case required by any applicable law; and

(d) the Partnership Agreement, any amendments thereto made in accordance with the Partnership Agreement, or any other agreement or instrument that the General Partner deems appropriate to (i) admit the Investor as a Limited Partner of the Partnership in accordance with the terms of the Partnership Agreement, (ii) effect the addition, substitution or removal of any Limited Partner or any General Partner pursuant to the Partnership Agreement or (iii) effect an amendment or modification to the Partnership Agreement adopted in accordance with its terms.

To the fullest extent permitted by law, this power of attorney is given to secure a proprietary interest and the obligations of the Investor, is irrevocable and shall survive, and shall not be affected by, the subsequent death, disability, incapacity, incompetency, termination, bankruptcy, insolvency or dissolution of the Investor. This power of attorney will terminate upon the complete withdrawal of an assigning Partner from participation in the Partnership. The Investor hereby agrees not to revoke this power of attorney. Any attempted revocation of the power of attorney granted under this Subscription Agreement shall constitute a default by the Investor hereunder and the Partnership shall be entitled to any right or remedy provided by law or equity in respect of such default, including the recovery from the Investor of all costs and expenses (including attorneys' fees) incurred by or on behalf of the Partnership as a result of such default, and the institution of an action for specific performance of the Investor's obligations hereunder (it being understood that a remedy at law may be inadequate in respect of such default). The Investor acknowledges and agrees that under the terms of the Partnership Agreement each Limited Partner grants a further power of attorney to the General Partner as provided for therein.

8. *Indemnity.* The Investor understands that the information provided herein will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase Interests in the Partnership. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase Interests in the Partnership. To the fullest extent permitted under applicable law, the Investor agrees to indemnify and hold harmless the Partnership and each Partner thereof from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including the Investor Questionnaire), in any other document provided by the Investor to the Partnership or in any agreement (other than the Partnership Agreement) executed by the Investor with the Partnership or the General Partner in connection with the Investor's investment in Interests.

9. *Miscellaneous.* Neither this Subscription Agreement nor any of the Investor's rights or interests hereunder is transferable or assignable by the Investor without the prior written consent of the General Partner, which consent may be granted or withheld in the sole discretion of the General Partner. The representations, warranties, covenants, agreements and confirmations made by the Investor in this Subscription Agreement (including the Investor Questionnaire) shall survive the closing of the transactions contemplated hereby and any investigation made by the

Partnership or the General Partner. The Investor Questionnaire, including without limitation the representations and warranties contained therein, is an integral part of this Subscription Agreement and shall be deemed incorporated by reference herein. This Subscription Agreement may be executed in one or more counterparts, all of which together shall constitute one instrument, and shall be governed by and construed in accordance with the laws of the Cayman Islands. If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such applicable law. Any provision hereof which may be held invalid or unenforceable under any applicable law shall not affect the validity or enforceability of any other provisions hereof, and to this extent the provisions hereof shall be severable.

10. *Reports.* The Investor hereby consents to receive partnership tax information electronically and undertakes to provide such consent electronically within thirty (30) days from the date on which the General Partner requests such consent. This consent shall (i) cover all original and amended tax forms, including U.S. federal and state Schedule K-1s and related statements and footnotes, Form 1042S, and other relevant tax information which may be required from time to time (collectively, "Tax Information"), via the Hellman & Friedman secure website and (ii) apply to all Tax Information relating to the Interests provided to the Investor from the date hereof.

11. *Distributions.* Distributions to the Investor in respect of its Interests shall be made to the account(s) specified in Section A of the Investor Questionnaire or as otherwise specified in writing by the Investor to the General Partner in accordance with paragraph 15.9 of the Partnership Agreement; *provided*, that unless the General Partner agrees otherwise, the name of the account to which distributions are made pursuant to the Partnership Agreement must be the name of the Investor set forth on page 1 of the Investor Questionnaire.

12. *For Florida Investors.* The Interests have not been registered under the Florida Securities Act. If sales are made to five (5) or more investors in Florida, any Florida investor may, at his, her or its option, void his, her or its purchase within a period of three (3) days after he, she or it (a) first tenders or pays to the Partnership, an agent of the Partnership or an escrow agent the consideration required hereunder or (b) delivers his, her or its executed subscription agreement, whichever occurs later. To accomplish this, it is sufficient for a Florida investor to send a letter or telegram to the Partnership within such three (3) day period, stating that he, she or it is voiding and rescinding the purchase. If an investor sends a letter, it is prudent to do so by certified mail, return receipt requested, to insure that the letter is received and to evidence the time of mailing.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed and unconditionally delivered this Subscription Agreement as a deed on the date set forth below.

EXECUTED AS A DEED

Date: September 17, 2014

Amount of Capital Commitment

\$ 50,000,000

INDIVIDUAL INVESTOR:

(Print Name)

(Signature)

PARTNERSHIP, CORPORATION, LIMITED LIABILITY COMPANY, TRUST, CUSTODIAL ACCOUNT, OTHER INVESTOR:

Commonwealth of Pennsylvania
State Employees' Retirement System

(Print Name of Entity)

By:

Glenn E. Becker
(Signature)

Glenn E. Becker, Chairman

(Print Name and Title)

In the presence of:

Sheila M. W. Fuhrman
Signature of Witness

Sheila M. W. Fuhrman
Name of Witness

ACCEPTANCE OF SUBSCRIPTION
(to be filled out only by the General Partner)

The General Partner hereby accepts the above application for subscription for Interests on behalf of itself and the Partnership.

EXECUTED AS A DEED:

HELLMAN & FRIEDMAN CAPITAL
PARTNERS VIII, L.P.

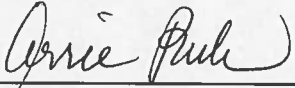
Name of Investor:

Commonwealth of Pennsylvania State
Employees' Retirement System

By: Hellman & Friedman Investors
VIII, L.P., its general partner

Amount of Capital Commitment
Accepted:

\$ 50,000,000

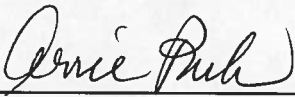
By: 

Name: Arrie R. Park
Title: Vice President

Date: 9/24/14

HELLMAN & FRIEDMAN INVESTORS VIII,
L.P.

By: H&F Corporate Investors VIII,
Ltd., its general partner

By: 

Name: Arrie R. Park
Title: Vice President

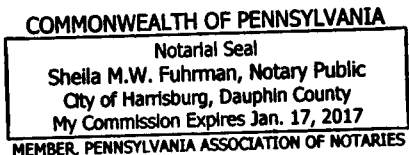
GOVERNMENTAL PENSION PLAN ACKNOWLEDGEMENT

STATE OF Pennsylvania)
 : ss.:
COUNTY OF Dauphin)

On the 17th day of September, 2014, before me personally came Glenn E. Becker, to me known, who duly acknowledged to me that he (she) is the Chairman of the PA State Employees' Retirement System, the governmental pension plan described in the foregoing instrument, that the foregoing instrument was signed on behalf of said governmental pension plan and that the same is the fee act and deed of said governmental plan.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sheila M. W. Fuhrman
Notary Public



Address: 30 North 3rd St, Ste 150
Harrisburg PA 17101-1716

[Seal]

My commission expires:

January 17, 2017

INVESTOR QUESTIONNAIRE

A. General Information

1. Print Full Name of Investor

Individual:

First	Middle	Last
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Commonwealth of Pennsylvania
State Employees' Retirement System

Name of Entity

Entity: To assist the General Partner in preparing the Partnership's tax filing, please check the applicable U.S. federal income tax classification:

- Partnership.....
- Corporation.....
- S-Corporation.....
- Estate.....
- Grantor Trust.....
- A trust that is treated as a separate entity for U.S. federal income tax purposes.....
- A trust that is not treated as a separate entity for U.S. federal tax purposes.....
- IRA-EIN (an IRA with an EIN in this format: 12-3456789).....
- IRA-SSN (an IRA with an EIN in this format: 123-45-6789).....
- Exempt Organization.....
- Nominee-EIN.....
- Nominee-SSN.....
- Other (specify):*.....

* State Government Pension Plan exempt from taxation under Section 115 of the Internal Revenue Code

Please indicate Investor type (All Investors must select only one of the options below):

- (A) Individual that is a United States person (including a trust of any such individual)
- (B) Individual that is a not a United States person (including a trust of any such individual)
- (C) Broker-dealer
- (D) Insurance company
- (E) Investment company registered with the U.S. Securities and Exchange Commission under the U.S. Investment Company Act of 1940, as amended (the "1940 Act")
- (F) An issuer that would be an investment company as defined in section 3 of the 1940 Act but for section 3(c)(1) or 3(c)(7) thereof
- (G) Non-profit organization
- (H) Pension plan (excluding governmental pension plans)
- (I) Banking or thrift institution (proprietary)
- (J) 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 its official capacity (excluding governmental pension plans)
- (K) State or municipal governmental pension plan
- (L) Sovereign wealth fund or foreign official institution
- (M) Other

2. U.S. Taxpayer Identification or
Social Security Number:



3. Primary Contact Person for this Account and for General Notices:

Name: See attached Correspondence Chart

Mailing Address: _____

Courier Address (if different): _____

Telephone: _____

Fax: _____

E-mail: _____

4. Contact Person(s) for this Account for Financial Information and Reporting (including quarterly and annual financial reports and capital account statements):

Name: See attached Correspondence Chart

Mailing Address: _____

Courier Address (if different): _____

Telephone: _____

Fax: _____

E-mail: _____

Name: _____

Mailing Address: _____

Courier Address (if different): _____

Telephone: _____

Fax: _____

E-mail: _____

5. Contact Person(s) for this Account for Capital Call and Distribution Notices:

Name: See attached Correspondence Chart

Mailing Address: _____

Courier Address (if different): _____

Name: _____

Mailing Address: _____

Courier Address (if different): _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

6. Contact Person for this Account for Legal Documentation (please limit to one contact):

Name: See attached Correspondence Chart

Mailing
Address: _____

Courier
Address
(if different): _____

Telephone: _____

Fax: _____

E-mail: _____

7. Contact Person for this Account for Tax Matters (including K-1 distribution)(please limit to one contact):

Name: See attached Correspondence Chart

Mailing
Address: _____

Courier
Address
(if different): _____

Telephone: _____

Fax: _____

E-mail: _____

8. For distributions of cash, please wire funds to the following bank account:

Bank Name: See attached Wiring Instructions
Bank Location: _____
ABA Routing Number: _____
SWIFT Code
(if applicable): _____
Account Number: _____
Account Name: _____
For further credit
to Name (if any): _____
For further credit
to Account Number
(if any): _____
Reference: _____
Contact (if any): _____

Please be advised that any disbursements will be sent as indicated above unless the Partnership is notified otherwise in writing.

9. Permanent Address of Investor:
(if different from mailing
address for Notices above) (Same)

B. U.S. Status and Related Tax Information

The Investor represents and warrants that:

- it (a) is a U.S. Person (as defined in Regulation S of the Securities Act of 1933, as amended (the "Securities Act"), and Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended (the "Code")); (b) is not a non-resident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate (each as defined in the Code); and (c) will notify the General Partner immediately of any change in the status referenced in the foregoing clause (a) of this Section B. The Investor will complete and return with the Subscription Agreement the Form W-9, Payer's Request for Taxpayer Identification Number and Certification.

The Investor certifies under penalties of perjury that the Investor's name, taxpayer identification and address provided in the Investor Questionnaire are correct. The Investor agrees to execute properly and provide to the Partnership in a timely manner any tax documentation that may be reasonably required by the General Partner in connection with the Partnership.

C. Accredited Investor Status

The Investor represents and warrants that the Investor is an "accredited investor" within the meaning of Rule 501 of Regulation D under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as an accredited investor:

FOR INDIVIDUALS:

(A) A natural person with individual net worth (or joint net worth with spouse) in excess of \$1 million. For purposes of this item, "net worth" means the excess of total assets at fair market value, including automobiles and other personal property, but excluding the value of the primary residence of such natural person (and including property owned by a spouse other than the primary residence of the spouse), over total liabilities. (For this purpose, the amount of any mortgage or other indebtedness secured by an investor's primary residence should not be included as a "liability," except to the extent the fair market value of the residence is less than the amount of such mortgage or other indebtedness, provided that if such mortgage or other indebtedness is incurred within sixty (60) days preceding the purchase of the Interests and is not in connection with the purchase of the primary residence, such mortgage or other indebtedness should be treated as a "liability.")

(B) A natural person with individual income (without including any income of the Investor's spouse) in excess of \$200,000, or joint income with spouse in excess of \$300,000, in each of the two most recent years and who reasonably expects to reach the same income level in the current year.

FOR ENTITIES:

(C) An entity, including a grantor trust, in which all of the equity owners are accredited investors (for this purpose, a beneficiary of a trust is not an equity owner, but the grantor of a grantor trust is an equity owner).

(D) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity.

(E) An insurance company as defined in Section 2(a)(13) of the Securities Act.

- (F) A broker-dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act").
- (G) An investment company registered under the 1940 Act.
- (H) A business development company as defined in Section 2(a)(48) of the 1940 Act.
- (I) 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.
- (J) A private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended (the "Advisers Act").
- (K) An organization described in Section 501(c)(3) of the Code, a corporation, Massachusetts or similar business trust, limited liability company or partnership, in each case not formed for the specific purpose of acquiring Interests, with total assets in excess of \$5 million.
- (L) A trust with total assets in excess of \$5 million not formed for the specific purpose of acquiring Interests, whose purchase is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Interests.
- (M) An employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") if the decision to invest in the Interests is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5 million or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

(N)

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, if the plan has total assets in excess of \$5 million.

D. Supplemental Data

FOR INDIVIDUALS:

1. Is the Investor investing the assets of any retirement plan, employee benefit plan or other similar arrangement (such as an IRA or "Keogh" plan)?

Yes No

If the answer to the above question is "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

FOR ENTITIES:

2. If the Investor is not a natural person, please furnish the following supplemental data:

Legal form of entity (trust, corporation, partnership, limited liability company, benefit plan, etc.): State Government Pension Plan

Jurisdiction of organization: Commonwealth of Pennsylvania

Is the Investor (a) a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the Code) as owned by a natural person (e.g., a grantor trust), (b) an entity disregarded for U.S. federal income tax purposes and owned (or treated as owned) by a natural person or a trust described in clause (a) of this sentence (e.g., a limited liability company with a single member), (c) an organization described in Section 401(a), Section 501(c)(17) or Section 509(a) of the Code, or (d) a trust permanently set aside or to be used for a charitable purpose?

Yes No

3. Was the Investor organized for the specific purpose of acquiring Interests?

Yes No

If the answer to the above question is "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

- 4.a. Is the Investor a grantor trust, a partnership or an S-corporation for U.S. federal income tax purposes?

Yes No

4.b. If question 4.a above was answered "Yes," please indicate whether or not:

(i) more than 50 percent of the value of the ownership interest of any beneficial owner in the Investor is (or may at any time during the term of the Partnership be) attributable to the Investor's (direct or indirect) interest in the Partnership; or

Yes No

(ii) it is a principal purpose of the Investor's participation in the Partnership to permit the Partnership to satisfy the 100 partner limitation contained in U.S. Treasury Regulation Section 1.7704-1(h)(3).

Yes No

If either question above was answered "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

5. Are shareholders, partners or other holders of equity or beneficial interests in the Investor able to decide individually whether to participate, or the extent of their participation, in the Investor's investment in the Partnership (*i.e.*, can shareholders, partners or other holders of equity or beneficial interests in the Investor determine whether their capital will form part of the capital invested by the Investor in the Partnership)?

Yes No

If the answer to the above question is "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

6.a. Please indicate whether or not the Investor is, or is acting (directly or indirectly) on behalf of, (i) an employee benefit plan (within the meaning of Section 3(3) of ERISA), whether or not such plan is subject to Title I of ERISA, (ii) a plan, individual retirement account or other arrangement that is described in Section 4975 of the Code, whether or not such plan, account or arrangement is subject to Section 4975 of the Code, (iii) an insurance company using general account assets, if such general account assets are deemed to include the assets of any of the foregoing types of plans, accounts or arrangements for purposes of Title I of ERISA or Section 4975 of the Code under Section 401(c)(1)(A) of ERISA or the regulations promulgated thereunder, or (iv) an entity which is deemed to hold the assets of any of the foregoing types of plans, accounts or arrangements (each of the foregoing described in clauses (i), (ii), (iii) and (iv) being referred to as a "Plan Investor").

Yes No

6.b. If the Investor is, or is acting (directly or indirectly) on behalf of, a Plan Investor, please indicate whether or not the Plan Investor is subject to Title I of ERISA or Section 4975 of the Code.

Yes No

6.c. If question 6.b above was answered "Yes", please indicate what percentage of the Plan Investor's assets invested in the Partnership are the assets of "benefit plan investors" as defined in Section 3(42) of ERISA:

_____ %

The Investor agrees to notify the General Partner immediately if the information provided for question 6.c above changes at any time.

6.d. If the Investor is, or is acting (directly or indirectly) on behalf of, a Plan Investor, please indicate whether or not such Plan Investor is subject to any other U.S. federal, state, local, non-U.S. or other laws or regulations that could cause the underlying assets of the Partnership to be treated as assets of the Plan Investor by virtue of its investment in the Partnership and thereby subject the Partnership and the General Partner (or other persons responsible for the investment and operation of the Partnership's assets) to laws or regulations that are similar to the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code.

Yes No

6.e. If the Investor is investing the assets of an insurance company general account, please indicate what percentage of the assets of the insurance company general account (or the assets of a wholly owned subsidiary of the general account) invested in the Partnership are assets of "benefit plan investors" within the meaning of Section 401(c)(1)(A) of ERISA or the regulations promulgated thereunder:

_____ %

6.f. Please indicate whether the Investor is, or is acting (directly or indirectly) on behalf of:

- A qualified pension or profit sharing trust (*i.e.*, one which is exempt from taxation under Section 501(a) of the Code by qualifying under Section 401(a) of the Code).
- A governmental plan (*i.e.*, a plan (1) which is established and maintained for its employees by the Government of the U.S., by the government of any state or political subdivision thereof, or by any agency or instrumentality of any of the foregoing, (2) to which the U.S. Railroad Retirement Act of 1935 or 1937 applies and which is financed by contributions required under such Act, or (3) of an international organization which is exempt from taxation by reason of the U.S. International Organizations Immunities Act).
- An eligible deferred compensation plan under Section 457(b) of the Code.
- The Government of the U.S., the government of any state or political subdivision thereof, any agency or instrumentality of any of the foregoing, or any other exempt organization described in Section 818(a)(6)(B) of the Code, but only to the extent such entity is investing in the Partnership in order to satisfy its obligations under a governmental plan or an eligible deferred compensation plan.

An individual retirement account that is exempt from taxation under Section 408(e) of the Code.

None of the above applies.

7.a. Is the Investor an "investment company" registered under the 1940 Act?

Yes No

7.b. If question 7.a above was answered "No", is the Investor a private investment company which is not registered under the 1940 Act in reliance on:

Section 3(c)(1) thereof? Yes No

Section 3(c)(7) thereof? Yes No

7.c. Does the amount of the Investor's subscription for Interests in the Partnership exceed 40% of the total assets (on a consolidated basis with its subsidiaries) of the Investor?

Yes No

7.d. If either part of question 7.b above was answered "Yes," please indicate whether or not the Investor was formed on or before April 30, 1996.

Yes No

7.e. If question 7.d above was answered "Yes," please indicate whether or not the Investor has obtained the consent of its direct and indirect beneficial owners to be treated as a "qualified purchaser" as provided in Section 2(a)(51)(C) of the 1940 Act and the rules and regulations thereunder.

Yes No

If question 7.e above was answered "No," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

8. If the Investor's tax year ends on a date other than December 31, please indicate such date below:

_____ N/A _____

9. If the Investor is owned by any non-U.S. persons or entities, please indicate such persons' or entities' ownership percentages below:

_____ %

10. Is the Investor subject to the U.S. Freedom of Information Act, 5 U.S.C. § 552, ("FOIA"), any state public records access laws, the laws of any state or other jurisdiction similar in intent or effect to FOIA, or any other similar statutory or legal right or

obligation that might result in the disclosure of confidential information relating to the Partnership?

Yes No

If question 10 above was answered "Yes," please indicate the relevant law(s) to which the Investor is subject and provide any additional explanatory information in the space below:

- Pennsylvania Right To Know Law; 65 P.S. 67.101

- U.S. Freedom of Information Act, 5 U.S.C. 552

11.a. Is the Investor a governmental entity or any political subdivision thereof, whether state or local, or any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government?

Yes No

11.b. If question 11.a above was answered "Yes," is the Investor entitled to any sovereign or other immunity in respect of itself, its property, or any litigation in any jurisdiction, court or venue?

Yes No

If question 11.b above was answered "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

11.c. If question 11.a above was answered "Yes," is the Investor a "government entity" (as defined in Rule 204-2(a)(18) of the Advisers Act)?⁴

Yes No

If question 11.c above was answered "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

⁴ The term "governmental entity" means any state or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision, (ii) a pool of assets sponsored or established by the state or political subdivision or any agency, authority or instrumentality thereof, including, but not limited to a "defined benefit plan" as defined in section 414(j) of the Code (26 U.S.C. 414(j)), or a state general fund, (iii) a plan or program of a government entity, and (iv) officers, agents, or employees of the state or political subdivision or any agency, authority or instrumentality thereof, acting in their official capacity.

12. Will the Investor's subscription payments be made by cheque, bankers draft or electronic means where it is evident that the payment is debited from an account in the subscriber's name at a bank registered in the Cayman Islands or that is regulated in and either based or incorporated in or formed under the laws of an "Approved Country" (defined below)?

Yes No

An "Approved Country" means a country that the Cayman Islands Money Laundering Regulations (2013 Revision) as amended from time to time recognizes as having equivalent legislation to such Cayman Law and Regulations. The current Approved Countries are: Argentina, Australia, Austria, Bahamas, Bahrain, Barbados, Belgium, Bermuda, Brazil, British Virgin Islands, Canada, Denmark, Finland, France, Germany, Gibraltar, Greece, Guernsey, Hong Kong, Iceland, India, Ireland, Isle of Man, Israel, Italy, Japan, Jersey, Liechtenstein, Luxembourg, Malta, Mexico, Netherlands, New Zealand, Norway, Panama, People's Republic of China, Portugal, Singapore, Spain, Sweden, Switzerland, Turkey, United Arab Emirates, United Kingdom and United States of America.

If the answer to the above question is "No," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

12. Is the Investor a "fund of funds" (*i.e.*, a pooled investment vehicle (including a private fund) that invests ten (10%) percent or more of its total assets in other pooled investment vehicles that are not, and are not advised by, a related person of the pool, its general partner, or its adviser)?

Yes No

E. Related Parties

1. To the best of the Investor's knowledge, does the Investor control, or is the Investor controlled by or under common control with, any other investor in the Partnership?

Yes No

If question 1 was answered "Yes," please identify such related investor(s) below.

Names of related investor(s): _____

2. Will any other person or persons have a beneficial interest in the Interests to be acquired hereunder (other than as a shareholder, partner, policy owner or other beneficial owner of equity interests in the Investor)? (By way of example, and not limitation, "nominee" Investors would be required to check "Yes" below.)

Yes No

If question E.2 above was answered "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

F. Qualified Purchaser Status

The Investor represents and warrants that the Investor is a “qualified purchaser” within the meaning of Section 2(a)(51) of the 1940 Act and has checked the box or boxes below which are next to the category or categories under which the Investor qualifies as a qualified purchaser. In order to complete the following information, Investors must read Annexes 1 and 2 to this Investor Questionnaire for the definition of “investments” and for information regarding the “valuation of investments,” respectively. The Investor agrees to provide such further information and execute and deliver such documents as the Partnership may reasonably request to verify that the Investor qualifies as a “qualified purchaser.”

FOR ENTITIES:

- (i) A company, partnership or trust that owns not less than \$5,000,000 in “investments” and that is 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.
- (ii) A trust that is not covered by (i) above as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (i), (iii) or (vii) of this Section F.
- (iii) A person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in “investments.”
- (iv) A qualified institutional buyer as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another qualified institutional buyer, or the account of a qualified purchaser; *provided*, that (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A shall own and invest on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A 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 the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

(v)

A company, limited liability company, partnership or trust, each beneficial owner of the securities of which is a qualified purchaser.

(vi)

The Investor does not meet the standards set forth in (i)-(v) above and is not a qualified purchaser.

FOR INDIVIDUALS:

(vii)

A natural person (including any person who holds a joint, community property or other similar shared ownership interest in the Partnership with that person's qualified purchaser spouse) who owns not less than \$5,000,000 in "investments."

(viii)

The Investor does not meet the standards set forth in (vii) above and is not a qualified purchaser.

G. Qualified Client Status

Is the Investor (i) a private investment company which is not registered under the 1940 Act in reliance on Section 3(c)(1) thereof; (ii) an "investment company" registered under the 1940 Act or (iii) a "business development company," as defined in Section 202(a)(22) of the Advisers Act?

Yes No

If the box above was checked "Yes," please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

H. Tax Exempt Status

1. Is the Investor exempt from U.S. federal income taxation, including under Section 501 of the Code?

Yes No

2. (a) Is the Investor treated as a flow through vehicle for U.S. federal income tax purposes and one or more of its owners are exempt from U.S. federal income taxation, including under Section 501 of the Code?

Yes No

2. (b) If the above question is answered "Yes", please indicate whether or not the Investor elects to be treated as a "Tax-Exempt Limited Partner" for all purposes under the Partnership Agreement.

Yes No

I. UBTI Electing Limited Partner / ECI Electing Limited Partner Status

1. The Investor hereby elects to be a UBTI Electing Limited Partner (as defined in the Partnership Agreement).

Yes No

2. The Investor hereby elects to be an ECI Electing Limited Partner (as defined in the Partnership Agreement).

Yes No

J. CAI Investor Status

1. The Investor hereby elects to be a CAI Investor (as defined in the Partnership Agreement).

Yes No

K. Bank Holding Company Status

Is the Investor a bank holding company (as defined in 2(a) of the U.S. Bank Holding Company Act of 1956, as amended (the "BHC Act")), a savings and loan holding company (as defined in Section 10 of The Home Owners' Loan Act, as amended), a foreign bank subject to the BHC Act pursuant to the U.S. International Banking Act of 1978, as amended, or an Affiliate of any such bank holding company, savings and loan holding company or foreign bank?

Yes No

L. FINRA Questionnaires

The Partnership from time to time may consider direct or indirect investments in "new issues," as defined in the rules of the Financial Industry Regulatory Authority, Inc. ("FINRA"), as such rules may be amended or replaced from time to time. In order for the Partnership to determine whether the Investor is eligible to participate in profits and losses from such new issues, the Investor⁵ represents and warrants with respect to itself, or, if the Investor is a corporation, partnership, trust or other entity or account, with respect to any person having a beneficial

⁵ If the Investor is a corporation, partnership, trust or any other entity or a nominee for another person, the person completing this questionnaire must be the Investor's beneficial owners(s), a person authorized to represent such beneficial owners(s), or a bank, foreign bank, broker-dealer, investment adviser or other conduit acting on behalf of the beneficial owners of the Investor.

interest⁶ in the Partnership through such corporation, partnership trust or other entity or account (an "Owner"), as follows:

Please check all appropriate boxes.

- THE INVESTOR WISHES TO BE TREATED AS A "RESTRICTED PERSON" AND "RESTRICTED INVESTOR" FOR PURPOSES OF THE FINRA RULES. Otherwise, please complete the sections below, as applicable.**

RULE 5130 QUESTIONNAIRE

DETERMINATION OF RESTRICTED PERSON STATUS:

The Investor or an Owner is:

Broker-Dealers and their Personnel

- (A) a FINRA member or other broker-dealer;
- (B) an officer, director, general partner, associated person, or employee of a FINRA member or other broker-dealer (other than a limited business broker-dealer⁷);
- (C) an agent of a FINRA member or other broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business;
- (D) an immediate family member⁸ of a person described in items (B) and (C) above who materially supports⁹, or receives material support from, the immediate family member;

⁶ "Beneficial interest" means any economic interest, such as the right to share in gains or losses. The receipt of a management or performance based fee for operating a collective investment account, or other fees for acting in a fiduciary capacity, is not considered a beneficial interest in the account; however, if such fee is subsequently invested into the account (as a deferred fee arrangement or otherwise), it is considered a beneficial interest in the account.

⁷ "Limited business broker-dealer" is 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.

⁸ "Immediate family member" of a person means such person's parents, mother-in-law, father-in-law, husband, wife, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, children and any other individual to whom such person provides material support as defined in footnote 9 below.

⁹ "Material support" means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Immediate family members living in the same household are deemed to be providing each other with material support.

Finders and Fiduciaries

- (E) a finder or fiduciary to a managing underwriter, including, but not limited to, attorneys, accountants and financial consultants;
- (F) an immediate family member of a person described in item (E) above who materially supports, or receives material support from, the immediate family member;

Portfolio Managers

- (G) a person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or collective investment account¹⁰;
- (H) an immediate family member of a person described in item G above who materially supports, or receives material support from, the immediate family member;

Persons Owning a Broker-Dealer¹¹

- (I) a person listed, or required to be listed, in Schedule A, B or C of a Form BD (other than with respect to a limited business broker-dealer), except persons whose listing on Schedule A, B or C is related to a person identified by an ownership code of less than 10%;
- (J) a person that directly or indirectly owns (i) 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD or (ii) 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD, in each case other than a reporting company that is listed on a national securities exchange, and other than with respect to a limited business

¹⁰ "Collective investment account" is any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. The term does not include a family investment vehicle that is beneficially owned solely by immediate family members or an investment club where a group of friends, neighbors, business associates, or others pool their money to invest in stock or other securities and are collectively responsible for making investment decisions.

¹¹ FINRA has stated that an owner of a broker-dealer will be viewed as having a "beneficial interest" in an account held by a subsidiary (i.e., a sister company of the broker-dealer). Accordingly, an affiliate of a broker-dealer will be a Restricted Person.

broker-dealer;

- (K) an immediate family member of a person described in items (I) and (J);

Entity Investors with Restricted Beneficial Owners

- (L) an entity (including a corporation, partnership, limited liability company, trust or other entity) or account in which any person or persons described in items (A) through (K) ("Restricted Persons") above has a beneficial interest; or

Non-Restricted Investor

- (M) None of the above categories apply and the Investor is eligible to participate in new issues under Rule 5130.

DETERMINATION OF EXEMPT STATUS:

The Investor is:

- (A) an investment company registered under the 1940 Act;
- (B) a common trust fund or similar fund as described in Section 3(a)(12)((A)(iii) of the Exchange Act and the trust (i) has investments from 1,000 or more accounts, and (ii) does not limit beneficial interests in the fund principally to trust accounts of Restricted Persons;
- (C) an insurance company general, separate or investment account and (i) 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 (ii) 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;
- (D) a corporation, partnership, limited liability company, trust or another entity and the beneficial interests of Restricted Persons do not exceed in the aggregate 10% of such

entity,¹²

- (E) 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 (i) is listed on a national securities exchange, or (ii) is a foreign issuer whose securities meet the quantitative designation criteria for a listing on a national securities exchange;
- (F) an investment company organized under the laws of a foreign jurisdiction and (i) 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 (ii) no person owning more than 5% of the shares of the investment company is a Restricted Person;
- (G) an employee benefits plan under ERISA, that is qualified under the Code, and such plan is not sponsored solely by a broker-dealer;
- (H) a state or municipal government benefits plan that is subject to state and/or municipal regulation;
- (I) a tax exempt charitable organization under Section 501(c)(3) of the Code; or
- (J) a church plan under Section 414(e) of the Code.

ENTITY INVESTORS

If the Investor is an entity (including a corporation, partnership, limited liability company, trust or other entity), including, without limitation, a "fund of funds," a feeder fund or a similar investment vehicle, please complete the following:

Restricted Persons own, in the aggregate, 0 % of the Investor's beneficial interest in the Partnership.

¹² If the Investor limits the participation by Restricted Persons to no more than 10% of the profits and losses relating to new issues, it may check this box.

RULE 5131 QUESTIONNAIRE

In connection with “new issues”, the Partnership must also determine whether the Investor is an executive officer or director or a person materially supported by an executive officer or director of a public company or a “covered non-public company” under FINRA Rule 5131. *Please note that Rule 5131 is in addition to, not instead of, existing Rule 5130 on “new issues”.*

Section I - Restricted Investors

Please check all appropriate boxes that apply to the Investor:

- (A) The Investor is an executive officer or director of a Public Company. A “Public Company” is any company that is registered under Section 12 of the Exchange Act or any company that files periodic reports pursuant to Section 15(d) of the Exchange Act.

Name of company:

- (B) The Investor is an executive officer or director of a Covered Non-Public Company. A “Covered Non-Public Company” means any non-public company satisfying the following three criteria:

1. income of at least \$1 million in the last fiscal year or in two of the last three fiscal years and shareholders’ equity of at least \$15 million; or

2. shareholders’ equity of at least \$30 million and a two year operating history; or

3. total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the last three fiscal years.

Name of company:

- (C) The Investor is a person materially supported by an executive officer or director of a Public Company or a Covered Non-Public Company. “Material support” means directly or indirectly providing more than 25% of a

person's income in the prior calendar year. Persons living in the same household are deemed to be providing each other with material support.

Name of company:

(D)

The Investor is a domestic or foreign account or investment fund (for example, limited partnerships, limited liability companies or trusts) in which persons included in any of items (A) through (C) above have a beneficial interest (each, a "Restricted Participant").

If this item (D) is checked, indicate the company or companies on whose behalf such executive officers or directors serve and the percentage share of profits or losses attributable to new issues

to be received by all Restricted Participants related to each such company:

Name of company:

Share of profits:

include additional sheets if necessary

If any of items (A), (B), (C) or (D) above in this Section I apply to the Investor, and none of items (E) through (O) below in Section II apply, then the Investor is a "Restricted Investor" under Rule 5131. If any of items (A), (B) or (C) above in this Section I apply to the Investor, then the Investor must provide the name of the Public Company or Covered Non-Public Company in the applicable space above. If item (D) above in this Section I applies to the Investor, then the Investor must provide the name of the Public Company or Covered Non-Public Company as well as the percentage share of profits or losses attributable to new issues to be received by all Restricted Participants related to each such company in the applicable spaces above.

Section II - Unrestricted Investors

(E)

The Investor is a foreign or domestic account or investment fund (for example, limited partnerships, limited liability companies or trusts) in which persons included in any of items (A) through (C) above have a beneficial interest (each, a "Restricted Participant"), but the Investor

hereby represents and warrants that such Restricted Participants affiliated with the same Public Company or Covered Non-Public Company in aggregate (as to each such Public Company or Covered Non-Public Company) are allocated no more than 25% of any profits or losses attributable to new issues received by the Investor.

If this item (E) is checked, indicate the company on whose behalf such executive officer or director serves and the percentage share of profits or losses attributable to new issues to be received by all Restricted Participants:

Name of company:

Share of profits:

include additional sheets if necessary

- (F) The Investor is an investment company organized under the laws of a foreign jurisdiction whose shares or units are either (i) listed on a foreign exchange and authorized for sale to the public or (ii) authorized for sale to the public by a foreign regulatory authority (and, in each case, not limited for sale to only high net worth individuals or other select investors) and where no person who owns more than 5% of the shares or units of the Investor is a restricted person.
- (G) The Investor is an investment company registered as such under the U.S. Investment Company Act of 1940, as amended.
- (H) The Investor is a common trust fund, or similar fund as described in Section 3(a)(12)(A)(iii) of the Exchange Act; provided that the fund has investments from 1,000 or more accounts and the fund does not limit its beneficial interests principally to trust accounts of restricted persons.
- (I) The Investor is an insurance company general, separate, or investment account; provided that 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 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.

- (J) The Investor is a publicly traded entity (other than a broker/dealer or affiliate thereof where such broker/dealer is authorized to engage in public offerings 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.
- (K) The Investor is a state or municipal government benefit plan subject to state and/or municipal regulation.
- (L) The Investor is an ERISA benefits plan that is qualified under Section 401(a) of the Code, provided that such plan is not sponsored solely by a broker-dealer.
- (M) The Investor is a tax exempt charitable organization under Section 501(c)(3) of the Code.
- (N) The Investor is a church plan under Section 414(e) of the Code.
- (O) None of items (E) to (N) above apply to the Investor.

If the Investor selected any of items (E) through (N) above, the Investor is an "Unrestricted Investor" under Rule 5131.

M. Acknowledgment and Confirmation of Documentation

1. The Investor has filled in the amount of its desired Capital Commitment, the date and printed its name and signed (and printed name and title, if signing on behalf of an entity) in front of a witness on page 14 of the Subscription Agreement. (See Paragraph 1(a) of the "Directions for the Completion of the Subscription Documents.")

Confirmed

2. The witness has signed and printed his or her name where indicated on page 14 of the Subscription Agreement. (See Paragraph 1(b) of the "Directions for the Completion of the Subscription Documents.")

Confirmed

3. The Investor has completed the appropriate acknowledgment form and had the form notarized. (See Paragraph 1(c) of the "Directions for the Completion of the Subscription Documents.")

Confirmed

4. The Investor has completed and signed all applicable sections of the Investor Questionnaire. (See Paragraph 2(a) of the "Directions for the Completion of the Subscription Documents.")

Confirmed

5. The Investor has completed the Anti-Money Laundering Questionnaire in Annex 3. (See Paragraph 2(b) of the "Directions for the Completion of the Subscription Documents.")

Confirmed

6. The Investor has attached a completed copy of such Investor's Form W-9. (See Paragraph 3 of the "Directions for the Completion of the Subscription Documents.")

Confirmed

7. Investors have attached a true, complete and correct copy of the required documents evidencing the authority of such Investor to subscribe for the Interest, identifying the person or entity empowered to execute and submit the Subscription Documents on behalf of such Investor and verifying the Investor's identity. (See Paragraph 4 of the "Directions for the Completion of the Subscription Documents" for detailed instructions regarding what evidence of authority and identity are required.)

Confirmed

[Remainder of page intentionally left blank]

GENERAL NOTE

FOR INDIVIDUALS:

If you have answered "Yes" to questions D.1 or E.2 of the Investor Questionnaire, please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

FOR ENTITIES:

If you have answered "Yes" to questions D.3, D.4.b, D.5, D.11.b, D.11.c, E.2 or G or "No" to questions D.7.e or D.12 in the Investor Questionnaire, please contact Simpson Thacher & Bartlett LLP for additional information that will be required.

[Remainder of page intentionally left blank]

The Investor understands that the foregoing information will be relied upon by the Partnership for the purpose of determining the eligibility of the Investor to purchase and own Interests in the Partnership and that by signing this questionnaire the Investor agrees that the General Partner may present this questionnaire to such parties as it deems appropriate to establish the availability of exemptions from registration under applicable securities laws and compliance with securities laws, FINRA rules and other rules and regulations of other governing agencies. The Investor agrees to notify the General Partner immediately if any representation, warranty or information contained in this Subscription Agreement, including this Investor Questionnaire, becomes untrue at any time. The Investor agrees to provide, if requested, any additional information that may reasonably be required to substantiate the Investor's status as an accredited investor, a qualified purchaser or to otherwise determine the eligibility of the Investor to purchase Interests in the Partnership, to verify the accuracy of the Investor's representations and warranties herein or to comply with any law, rule or regulation to which the Partnership may be subject, including compliance with anti-money laundering laws and regulations. To the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership and each Partner thereof from and against any loss, damage or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained herein.

Signatures:

INDIVIDUAL:

(Signature)

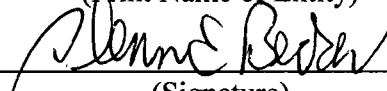
(Print Name)

PARTNERSHIP, CORPORATION, LIMITED
LIABILITY COMPANY, TRUST, CUSTODIAL
ACCOUNT, OTHER:

Commonwealth of Pennsylvania
State Employees' Retirement System

(Print Name of Entity)

By:



(Signature)

Glenn E. Becker, Chairman

(Print Name and Title)

DEFINITION OF "INVESTMENTS"

The term "investments" means:

1. Securities, other than securities of an issuer that controls, is controlled by, or is under common control with, the Investor that owns such securities, unless the issuer of such securities is:
 - (i) An investment company or a company that would be an investment company but for the exclusions or exemptions provided by the United States Investment Company Act of 1940, as amended, or a commodity pool;
 - (ii) A Public Company (as defined below); or
 - (iii) 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 Investor acquires Interests;
2. Real estate held for investment purposes;
3. Commodity Interests (as defined below) held for investment purposes;
4. Physical Commodities (as defined below) held for investment purposes;
5. To the extent not securities, Financial Contracts (as defined below) entered into for investment purposes;
6. In the case of an Investor that is a company that would be an investment company but for the exclusions provided by Section 3(c)(1) or 3(c)(7) of the United States Investment Company Act of 1940, as amended, or a commodity pool, any amounts payable to such Investor 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 Investor upon the demand of the Investor; and
7. Cash and cash equivalents (including non-U.S. currencies) held for investment purposes.

Real estate that is used by the owner or a Related Person (as defined below) of the owner for personal purposes, or as a place of business, or in connection with the conduct of the trade or business of such owner or a Related Person of the owner, will NOT be considered real estate held for investment purposes; *provided*, that real estate owned by an Investor 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. However, residential real estate will not be deemed to be used for personal purposes if deductions with respect to such real estate are

not disallowed by Section 280A of the United States Internal Revenue Code of 1986, as amended.

A Commodity Interest or Physical Commodity owned, or a Financial Contract entered into, by the Investor 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.

“Commodity Interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of:

- (i) Any contract market designated for trading such transactions under the United States Commodity Exchange Act and the rules thereunder; or
- (ii) Any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the United States Commodity Exchange Act.

“Public Company” means a company that:

- (i) files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended; or
- (ii) has a class of securities that are listed on a Designated Offshore Securities Market, as defined by Regulation S of the United States Securities Act of 1933, as amended.

“Financial Contract” means any arrangement that:

- (i) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets;
- (ii) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and
- (iii) is entered into in response to a request from a counter-party for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement.

“Physical Commodities” means any physical commodity with respect to which a Commodity Interest is traded on a market specified in the definition of Commodity Interests above.

“Related Person” means a person who is related to the Investor as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Investor, 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 an owner. "Family Company" means a company, partnership or trust that owns not less than \$5,000,000 in investments and that is 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 for the benefit of such persons.

For purposes of determining the amount of investments owned by a company, 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.

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person's investments any investment 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 the Partnership 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). There shall be deducted from the amount of any such investments any amounts specified by paragraph 2(a) of Annex 2 incurred by such spouse.

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.

VALUATION OF INVESTMENTS

The general rule for determining the value of investments in order to ascertain whether a person is a qualified purchaser is that the value of the aggregate amount of investments owned and invested on a discretionary basis by such person shall be their fair market value on the most recent practicable date or their cost. This general rule is subject to the following provisos:

- (1) In the case of Commodity Interests, the amount of investments shall be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and
- (2) In each case, there shall be deducted from the amount of investments owned by such person the following amounts:
 - (a) The amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the investments owned by such person.
 - (b) A Family Company, in addition to the amounts specified in paragraph (a) above, shall have 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.

Anti-Money Laundering Questionnaire

Please fill out the following table including the name, relationship to the Investor, country of citizenship or organization, for individuals, state and country of residence and for entities, state and country of principal place of business for:

- (i) **Investors (or other entities that are disclosed pursuant to this Annex 3) that are Corporations:** * PA SERS is a State Government Pension Plan entity not otherwise described in this AML Questionnaire, and responds as follows:
- (a) each individual that is a director and/or officer;
- None
- (b) each direct or indirect significant¹³ shareholder or other significant¹³ beneficial owner;
- None
- (c) the ultimate owner(s) of the direct or indirect significant¹³ beneficial owners, including any person who controls the direct or indirect significant¹³ beneficial owners (e.g., as an officer and/or director); and
- None
- (d) in the case of the Investor, each individual not covered by clauses (a), (b) or (c) above that, either alone or with others, has discretion to make investment decisions on behalf of the Investor. (See list on Page 4 hereof)
- None
- If no individuals or entities are required to be reported pursuant to clauses (a), (b), (c) or (d) above, please check "None" above as applicable.
- (ii) **Investors (or other entities that are disclosed pursuant to this Annex 3) that are Limited Partnerships:**
- (a) each general partner;
- None

¹³ "Significant" means a direct or indirect holder of more than 10% of the equity interests of the applicable entity.

- (b) each direct or indirect significant¹³ limited partner or other significant¹³ beneficial owner;

None

- (c) the ultimate owner(s) of the general partner(s) and the direct or indirect significant¹³ beneficial owners, including any person who controls the general partner or the direct or indirect significant¹³ beneficial owners (e.g., as an officer and/or director); and

None

- (d) in the case of the Investor, each individual not covered by clauses (a), (b) or (c) above that, either alone or with others, has discretion to make investment decisions on behalf of the Investor.

None

If no individuals or entities are required to be reported pursuant to clauses (a), (b), (c) or (d) above, please check "None" above as applicable.

(iii) ***Investors (or other entities that are disclosed pursuant to this Annex 3) that are Limited Liability Companies:***

- (a) each managing member(s) and/or manager(s);

None

- (b) each direct or indirect significant¹³ member or other significant¹³ beneficial owner;

None

- (c) the ultimate owner(s) of the managing member(s) and/or manager(s) and the direct or indirect significant¹³ beneficial owners, including any person who controls the managing member or manager or the direct or indirect significant¹³ beneficial owners (e.g., as an officer and/or director); and

None

- (d) in the case of the Investor, each individual not covered by clauses (a), (b) or (c) above that, either alone or with others, has discretion to make investment decisions on behalf of the Investor.

None

If no individuals or entities are required to be reported pursuant to clauses (a), (b), (c) or (d) above, please check "None" above as applicable.

(iv) ***Investors (or other entities that are disclosed pursuant to this Annex 3) that are Trusts:***

(a) the settlor and/or grantor;

None

(b) the trustees;

None

(c) the beneficiaries;

None

(d) the ultimate owner(s) of the trustees, settlor and/or grantor, including any person who controls the trustee, settlor or grantor (*e.g.*, as an officer and/or director); and

None

(e) in the case of the Investor, each individual not covered by clauses (a), (b), (c) or (d) above that, either alone or with others, has discretion to make investment decisions on behalf of the Investor.

None

If no individuals or entities are required to be reported pursuant to clauses (a), (b), (c), (d) or (e) above, please check "None" above as applicable.

You may make additional copies of the table below as necessary.

The Investor agrees, if requested by the General Partner, to promptly update, recertify and/or confirm any and all of the information included in the table on the next page.

Name	Relationship to Investor (Director, Shareholder, Ultimate Owner, etc.)	Country of Citizenship / Organization	State and Country of Residence / Principal Place of Business	Year of Birth (Individuals Only)
Mr. Glenn E. Becker	Board Chairman	USA	PA/USA	
Mr. Stephen S. Aichele	Board Member	USA	PA/USA	
Hon. Robert A. Bittenbender	Board Member	USA	PA/USA	
Mr. David R. Fillman	Board Member	USA	PA/USA	
Hon. Dan B. Frankel	Board Member	USA	PA/USA	
Hon. Robert W. Godshall	Board Member	USA	PA/USA	
Hon. Vincent J. Hughes	Board Member	USA	PA/USA	
Hon. Robert M. McCord	Board Member	USA	PA/USA	
Hon. Charles T. McIlhinney, Jr.	Board Member	USA	PA/USA	
Mr. Oliver C. Mitchell, Jr.	Board Member	USA	PA/USA	
Hon. M. Joseph Rocks	Board Member	USA	PA/USA	

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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ state governmental pension	Exemptions (see instructions): Exempt payee code (if any) <u> 3 </u> Exemption from FATCA reporting code (if any) <u> C </u>
Address (number, street, and apt. or suite no.) 30 North Third Street, Suite 150	Requester's name and address (optional)
City, state, and ZIP code Harrisburg PA 17101-1716	
List account number(s) here (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 ▶ <i>Laura K. Beckle</i>	Admin. Officer	Date ▶ <i>September 8, 2014</i>
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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.

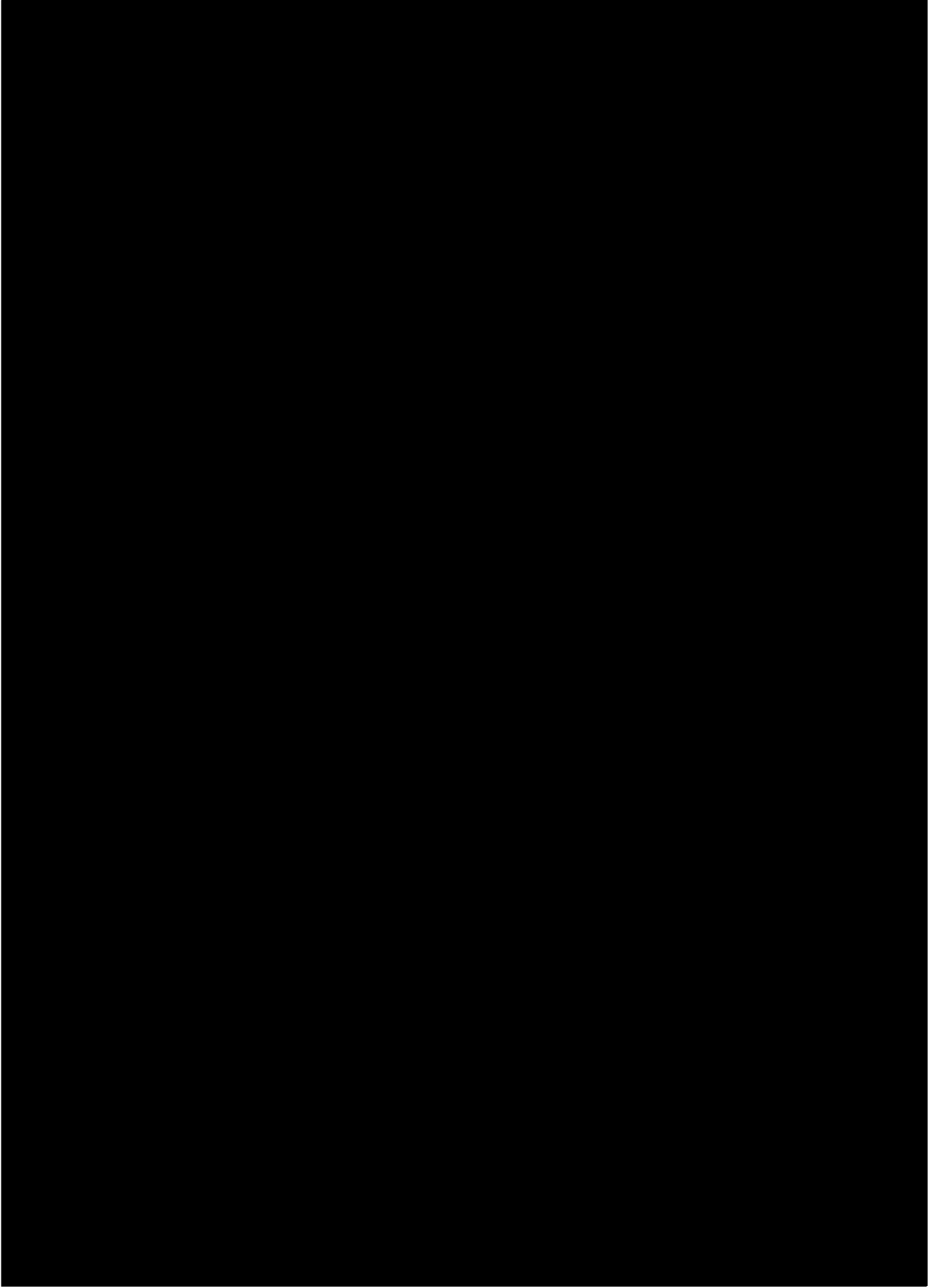
Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

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

