

KPS SPECIAL SITUATIONS FUND IV, LP

Commonwealth Of Pennsylvania

State Employees' Retirement System

Name of Investor

\$ 50,000,000.00

Amount of Original Available Capital Requested

KPS SPECIAL SITUATIONS FUND IV, LP

485 Lexington Avenue, 31st Floor

New York, New York 10017

Ladies and Gentlemen:

This subscription agreement (together with the Investor Questionnaire and the Investor Data Sheet, collectively referred to herein as the "Subscription Agreement") is made by and among KPS SPECIAL SITUATIONS FUND IV, LP, a limited partnership organized under the laws of the Province of Alberta, Canada (the "Partnership"), KPS INVESTORS IV, LP, a limited partnership organized under the laws of the Province of Alberta, Canada and the general partner of the Partnership (the "General Partner"), and the undersigned individual or entity (the "Investor") who is hereby applying to become a limited partner of the Partnership (a "Limited Partner"), on the terms and conditions set forth in this Subscription Agreement and in the Amended and Restated Agreement of Limited Partnership of the Partnership (as amended from time to time, the "Partnership Agreement"), copies of which have been furnished to the Investor. Capitalized terms used but not defined in this Subscription Agreement have the meanings assigned to them in the Partnership Agreement.

I. SUBSCRIPTION AGREEMENT

1. The Investor hereby irrevocably subscribes for limited partner interests in the Partnership (the "Interests") with a capital commitment (the "Original Available Capital") set forth on this page above and the Investor's signature page hereof (subject to reduction as provided below). The Interests will not be deemed to be sold or issued to, or owned by, the Investor (and an Investor's subscription for the Interests, in whole or in part, will not be deemed finally accepted) until the Investor is admitted as a Limited Partner. The Investor acknowledges and agrees that the General Partner reserves the right, in its sole discretion, to admit the Investor as a Limited Partner of the Partnership on the date of any closing of the Partnership (each such date of admission, a "Closing Date") and that the General Partner reserves the right, in its sole discretion, to reject this subscription for the Interests, in whole or in part, at any time prior to any Closing Date, notwithstanding execution by or on behalf of the Investor of the signature page hereof or notice from the General Partner of its conditional acceptance of the Investor's subscription for the Interests. If this subscription is rejected in full, or in the event the closing applicable to the Investor does not occur (in which event this subscription shall be deemed to be rejected), this Subscription Agreement shall thereafter have no force or effect.

II. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of the Investor. The Investor hereby represents and warrants to, and agrees with, the General Partner and the Partnership that the following representations, warranties and agreements are true as of the date hereof, will be true as of the Closing Date applicable to the Investor and will be deemed to be reaffirmed by the Investor at any time that the Investor makes any Capital Contributions to the Partnership or increases its Original Available Capital. The Investor further agrees that if any of the following representations or warranties cease to be true, the Investor will promptly notify the Partnership of the facts pertaining to such changed circumstances.

1. The Investor has been furnished with, and has carefully read, the Confidential Private Placement Memorandum of the Partnership, KPS Special Situations Fund IV (A), LP and KPS Special Situations Fund IV (B), LP (together with any supplements or amendments thereto issued through the date hereof, the "Memorandum") and Part 2 of the current form ADV of KPS Capital Partners, LP (the "Form ADV/Part 2") and has been given the opportunity to (a) ask questions of, and receive answers from, the General Partner or any of its Affiliates concerning the terms and conditions of the offering of Interests and other matters pertaining to an investment in the Partnership and (b) obtain any additional information necessary to evaluate the merits and risks of an investment in the Partnership that the General Partner can acquire without unreasonable effort or expense. In considering a subscription for the Interests, the Investor (either alone or together with any advisors retained by the Investor in connection with evaluating the merits and risks of prospective investments) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of purchasing the Interests and has evaluated for itself such risks and merits, including the risks set forth under the caption "*Certain Risk Factors and Potential Conflicts of Interest*" in the Memorandum, and is able to bear the economic risk of such investment, including a complete loss of capital. The Investor has not relied upon any representations made by, or other information (whether oral or written) furnished by or on behalf of, the Partnership, the General Partner, or any director, officer, employee, agent or Affiliate of such Persons, other than as set forth in the Memorandum, the Form ADV/Part 2, the Partnership Agreement and this Subscription Agreement. The Investor has carefully considered and has, to the extent it believes necessary, discussed with legal, tax, accounting and financial advisors the suitability of an investment in the Partnership in light of its particular tax and financial situation, and has determined that the Interests being subscribed for hereunder are suitable investments for the Investor.

2. The Investor's Interests are being acquired for its own account solely for investment and not with a view to resale or distribution thereof.

3. The Investor is not subscribing for the Interests as a result of or subsequent to (a) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the Internet or (b) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

4. In connection with the purchase of the Interests, the Investor meets all suitability standards imposed on it by applicable law. The Investor acknowledges that (a) the offering and sale of the Interests have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and are being made in reliance upon federal and state exemptions for transactions not involving a public offering and (b) pursuant to Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"), the Partnership will not be registered as an investment company under the Investment Company Act. The Investor represents and warrants that: (x) (A) it is an "accredited investor" (as defined in Regulation D promulgated under the Securities Act) or (B) it is not a "U.S. person" (as defined in Regulation S promulgated under the Securities Act); (y) it is a "qualified purchaser" (as defined in Section 2(a)(51)(A) of the Investment Company Act and the regulations issued thereunder); and (z) the information relating to the Investor set forth in the Investor Questionnaire attached hereto and forming a part of this Subscription Agreement is complete and accurate as of the date set forth on the signature page hereof and will be complete and accurate as of the Closing Date applicable to the Investor. If the Investor is not a "U.S. person" (as defined in Regulation S promulgated under the Securities Act), the Investor further represents and warrants that (1) the Investor has not subscribed for the Interests for the account of any Person who is a "U.S. person" (as defined in Regulation S promulgated under the Securities Act), (2) the offer and sale of the Interests to the Investor constitute an Offshore Transaction (as defined in Rule 902 promulgated under the Securities Act), (3) the Investor will not resell the Interests, other than in accordance with this Subscription Agreement, the Partnership Agreement, the provisions of Regulation S (Rules 901 through 905) and Preliminary Notes (as defined in Regulation S), pursuant to registration under the Securities Act or pursuant to any other available exemption from registration, and (4) the Investor will not engage in hedging transactions involving the Interests unless in compliance with the Securities Act. The Investor agrees that it will not take any action that could have an adverse effect on the availability of the exemption from registration provided, in the case of an Investor covered by clause (x)(A) above, by Regulation D promulgated under the Securities Act or, in

the case of an Investor covered by clause (x)(B) above, by Regulation S promulgated under the Securities Act, with respect to the offer and sale of the Interests.

5. The Investor is not structured or operated for the purpose or as a means of circumventing the provisions of the Investment Company Act. If the Investor is an entity, the Investor represents and warrants that: (a) it was not formed for the purpose of investing in the Partnership; (b) it does not invest more than 40% of its total assets in the Partnership; (c) each of its beneficial owners participates in investments made by the Investor *pro rata* in accordance with its interest in the Investor and, accordingly, its beneficial owners cannot opt-in or opt-out of investments made by the Investor; and (d) its beneficial owners did not and will not contribute additional capital (other than previously committed capital) for the purpose of purchasing the Interests. The Investor understands that, pursuant to Section 3(c)(7) of the Investment Company Act, the Partnership may sell limited partnership interests in the Partnership in the U.S., on a private placement basis, to an unlimited number of investors that are “qualified purchasers” under the Investment Company Act. If the Investor is exempt from registration under the Investment Company Act pursuant to Section 3(c)(1) or Section 3(c)(7) thereunder (an “exempted investment company”), then the Investor represents and warrants that all of the beneficial owners of the Investor’s outstanding securities (other than short-term paper), as determined in accordance with Section 3(c)(1)(A) of the Investment Company Act, who acquired such securities of the Investor on or before April 30, 1996 (collectively, “pre-amendment beneficial owners”), and all of the pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of any exempted investment company that directly or indirectly owns any outstanding securities of the Investor, have consented to its treatment as a “qualified purchaser” (as defined in Section 2(a)(51)(A) of the Investment Company Act and the regulations issued thereunder).

6. This Subscription Agreement and the Partnership Agreement have been duly executed and delivered by the Investor and constitute valid and binding agreements of the Investor, enforceable against the Investor in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

7. If the Investor is a *financial institution, broker or other person applying to acquire Interests on behalf of its client(s)*, the Investor represents and warrants that: (a) it has full power and authority on behalf of the client(s) to subscribe for Interests and to execute any necessary subscription documentation, including this Subscription Agreement; (b) it is a financial institution, broker or entity that is subject to, and supervised for compliance with anti-money laundering and countering of terrorism financing requirements consistent with the standards set by the Financial Action Task Force (the “FATF”); (c) it is authorized and empowered to make all the representations in this Subscription Agreement on behalf of each of such client(s) and has the agreement of each of such client(s) regarding the use of such client’s personal data; and (d) each of such client(s) is an “accredited investor” (as defined in Regulation D promulgated under the Securities Act).

8. If the Investor is a *corporation, limited liability company, partnership, trust or other entity*, the Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and the execution, delivery and performance by the Investor of this Subscription Agreement and the Partnership Agreement are within the Investor’s corporate or other powers, as applicable, have been duly authorized by all necessary corporate or other action on its behalf, require no action by or in respect of, or filing with, any Governmental Authority (except as disclosed in writing to the General Partner), and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of any charter, by-laws, agreement, or any license, permit, franchise or certificate, regulation, law, judgment, order, writ, injunction or decree to which the Investor is a party or by which the Investor or any of its properties is bound.

9. If the Investor is an *individual*, the execution, delivery and performance by the Investor of this Subscription Agreement and the Partnership Agreement are within the Investor’s legal right, power and capacity, require no action by or in respect of, or filing with, any

Governmental Authority (except as disclosed in writing to the General Partner), and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of any agreement or any regulation, law, judgment, order, writ, injunction or decree to which the Investor is a party or by which the Investor or any of the Investor's properties is bound.

10. If the Investor constitutes a *partnership, grantor trust or S-corporation for United States federal income tax purposes*, there is no beneficial owner of the Investor, substantially all of the value of whose interest in the Investor is attributable to the Investor's Interests (direct or indirect) within the meaning of Treasury Regulation Section 1.7704-1(h)(3).

11. If the Investor is a *Benefit Plan Investor* (as defined in Question A(1) of the Investor Questionnaire), then: (a) the purchase, holding and disposition of the Interests by the Investor will not result in a prohibited transaction under Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "Code") for which an exemption is not available; (b) it has not solicited and has not received from the General Partner, or any director, officer, employee, agent or Affiliate thereof, any evaluation or other investment advice on any basis in respect of the advisability of a subscription for the Interests in light of the plan's assets, cash needs, investment policies or strategy, overall portfolio composition or plan for diversification of assets and it is not relying and has not relied on the General Partner or any director, officer, employee, agent or Affiliate thereof for any such advice; and (c) neither the General Partner nor any director, officer, employee, agent or Affiliate thereof is a "fiduciary" (within the meaning of ERISA) of the Investor in connection with the Investor's purchase of Interests.

12. If the Investor is a *governmental pension plan or a foreign pension plan*, then: (a) the purchase, holding and disposition of the Interests by the Investor will not result in a violation of any federal, state, local, non-U.S. or other laws or regulations applicable to the Investor which are substantially similar to ERISA or Section 4975 of the Code, any provision thereof or any regulation promulgated thereunder, including Section 406 of ERISA ("Similar Laws"), and for which an exemption is not available; (b) the Partnership's assets will not constitute the assets of the Investor under the provisions of any applicable Similar Laws; and (c) the Investor has not solicited and has not received from the General Partner, or any director, officer, employee, agent or Affiliate thereof, any evaluation or other investment advice on any basis in respect of the advisability of a subscription for the Interests in light of the plan's assets, cash needs, investment policies or strategy, overall portfolio composition or plan for diversification of assets and it is not relying and has not relied on the General Partner or any director, officer, employee, agent or Affiliate thereof for any such advice.

13. If the Investor is, or is acting (directly or indirectly) on behalf of an employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA) or a plan, individual retirement account or other arrangement described in Section 4975 of the Code (a "Plan"), then: (a) the decision to invest in the Partnership was made by a fiduciary (within the meaning of Section 3(21) of ERISA, or under applicable Similar Laws) of the Plan (the "Fiduciary"), which is unrelated to the General Partner or any director, officer, employee, agent or Affiliate thereof and which is duly authorized to make such an investment decision; (b) the Fiduciary has taken into consideration its fiduciary duties under ERISA or any applicable Similar 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; and (c) the Plan's subscription to invest in the Partnership and the purchase of the Interests is in accordance with the terms of the Plan's governing instruments and complies with all applicable requirements of ERISA, the Code and Similar Laws.

14. If the Investor is or is investing the assets of a Plan that would not be considered a "Benefit Plan Investor" (as defined in Question A(1) of the Investor Questionnaire) or a U.S. governmental plan, the Partnership's assets will not constitute the assets of the Plan under the provisions of any applicable Similar Laws by virtue of the Plan's investment in the Partnership.

15. The Investor is not a defined contribution plan (such as a 401(k) plan) or a partnership or other investment vehicle (a) in which its partners or participants have or will have any

discretion to determine whether or how much of the Investor's assets are invested in any investment made or to be made by the Investor or (b) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Partnership.

16. The Investor was offered the Interests in the U.S. state or other jurisdiction identified by the Investor in the Investor Data Sheet (under the heading "Principal Place of Business of Investor") and the Investor intends that the securities laws of that U.S. state or other jurisdiction shall govern the offer and sale of the Interests.

17. Any Capital Contributions made by the Investor to the Partnership shall not be directly or indirectly derived from activities that may contravene applicable laws and regulations, including anti-money laundering laws and regulations. The Investor has conducted due diligence and represents and warrants that, to the best of its knowledge, none of: (a) the Investor; (b) any Person controlling or controlled by the Investor; (c) if the Investor is a privately held entity, any Person having a beneficial interest in the Investor; (d) if the Investor is not the beneficial owner of all of the Interests, any Person having a beneficial interest in the Interests; or (e) any Person for whom the Investor is acting as agent or nominee in connection with this investment in the Interests: (i) bears a name that appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control ("OFAC") from time to time;¹ (ii) is a foreign shell bank;² (iii) resides in or whose subscription funds are transferred from or through an account in a non-cooperative jurisdiction;³ (iv) is a senior foreign political figure,⁴ any member of a senior foreign political figure's immediate family⁵ or any

¹ The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <<http://www.treas.gov/offices/enforcement/ofac/>>.

² A "foreign shell bank" means a foreign bank without a physical presence in any country, but does not include a regulated affiliate. "Foreign bank" means an organization that (i) is organized under the laws of a foreign country, (ii) engages in the business of banking, (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations, (iv) receives deposits to a substantial extent in the regular course of its business, and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank. The term "physical presence" means a place of business that is maintained by a foreign bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the foreign bank is authorized to conduct banking activities, at which location the foreign bank (i) employs one or more individuals on a full-time basis, (ii) maintains operating records related to its banking activities, (iii) is subject to inspection by the banking authority that licensed the foreign bank to conduct banking activities, and (iv) does not provide banking services to any other foreign bank that does not have a physical presence in any country and that is not a regulated affiliate. The term "regulated affiliate" means a foreign bank shell that (i) is an affiliate of a depository institution, credit union or foreign bank that maintains a physical presence in the United States or a foreign country, as applicable, and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union or foreign bank.

³ A "non-cooperative jurisdiction" means any country or territory that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the FATF, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur. See <<http://www.fatf-gafi.org/topics/high-riskandnon-cooperativejurisdictions/>> for FATF's list of non-cooperative countries and territories.

⁴ A "senior foreign political figure" means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign 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.

⁵ "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

close associate⁶ of a senior foreign political figure; (v) resides in, or is organized or chartered under the laws of, a jurisdiction that has been designated by the U.S. Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT ACT as warranting special measures due to money laundering concerns;⁷ or (vi) will contribute subscription funds that originate from, or will be or have been routed through, an account maintained by a foreign shell bank, an “off-shore bank,” or a bank organized or chartered under the laws of a non-cooperative jurisdiction. If the Investor is a Benefit Plan Investor with a widely dispersed group of underlying pension beneficiaries, for purposes of this paragraph 17, individual plan participants and retirees of the Investor shall not be deemed as holders of a beneficial interest in the Investor.

18. If the Investor is a “fund of funds” or similar investment vehicle, or is purchasing the Interests as agent, representative, intermediary/nominee or in any similar capacity for any other Person, or is otherwise requested to do so by the General Partner, it shall provide a copy of its anti-money laundering policies, procedures and controls (together, the “AML policies”) to the General Partner upon request. The Investor represents that it is in compliance with its AML policies and that its AML policies have been approved by counsel or internal compliance personnel reasonably informed of anti-money laundering policies and their implementation and has not received a deficiency letter, negative report or any similar determination regarding its AML policies from independent accountants, internal auditors or some other Person responsible for reviewing compliance with its AML policies.

B. Representations and Warranties of the Partnership and the General Partner. The Partnership and the General Partner hereby represent and warrant to the Investor that:

1. The Partnership is duly organized and validly existing as a limited partnership under the laws of the Province of Alberta, Canada. The General Partner is duly organized and validly existing as a limited partnership under the laws of the Province of Alberta, Canada and has all requisite power and authority to act as general partner of the Partnership and to carry out the terms of this Subscription Agreement and the Partnership Agreement.

2. The execution and delivery of this Subscription Agreement have been duly authorized by all necessary partnership action on behalf of the Partnership, and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of any partnership agreement or other agreement, or any license, permit, franchise or certificate, regulation, law, judgment, order, writ, injunction or decree to which the Partnership is a party or by which the Partnership or any of its properties is bound. This Subscription Agreement constitutes a valid and binding agreement of the Partnership, enforceable against the Partnership in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

3. The execution and delivery by the General Partner of the Partnership Agreement have been authorized by all necessary action on behalf of the General Partner, and do not and will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any provision of any charter, by-laws, agreement, or any license, permit, franchise or certificate, regulation, law, judgment, order, writ, injunction or decree to which the General Partner is a party or by which the General Partner or any of its properties is bound, and, assuming the execution thereof by the Limited Partners, the Partnership Agreement constitutes a valid and binding agreement of the General Partner, enforceable against the General Partner in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the

⁶ 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 domestic and international financial transactions on behalf of the senior foreign political figure.

⁷ The Treasury Department’s Financial Crimes Enforcement Network (“FinCEN”) issues advisories regarding countries of primary money laundering concern. FinCEN’s advisories are posted at <http://www.fincen.gov/pub_main.html>.

enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law).

4. Neither the Partnership nor anyone acting on its behalf has taken or will take any action that would subject the issuance and sale of the Interests to the registration requirements of the Securities Act or any state securities laws.

5. Assuming the accuracy of the representations and warranties of the Limited Partners, the Partnership is not required to register as an "investment company" under the Investment Company Act.

6. Except as has been otherwise disclosed to the Investor (including, without limitation, in the Memorandum): (a) none of the Principals, the Partnership or the General Partner, as applicable, is engaged in any material action, investigation, litigation, arbitration or administrative proceedings or is aware of any event which with notice, lapse of time or both could lead to an action, investigation, litigation, arbitration or administrative proceedings ("Proceedings") which challenges the validity or purpose of the Partnership or the General Partner, as applicable, or could have a material adverse effect on the activities or assets of the General Partner or the Partnership or on the General Partner's or the Principals' respective abilities to perform their obligations under the Partnership Agreement or any agreement relating to the Partnership or the General Partner, as applicable, to which the General Partner or the Partnership is a party or which could result in any material liability on the part of the Principals, the Partnership or the General Partner, as applicable, and, none of the Principals, the Partnership or the General Partner has received any notice of any such threatened Proceedings; (b) none of the Principals, the Partnership or the General Partner, as applicable, has been subject to any action, proceeding, claims, investigation or allegations of fraud, misrepresentation or violation of securities law, rule or regulation; and (c) none of the Principals, the Partnership or the General Partner, as applicable, is in default under any material agreement or instrument to which such person is a party, to his, her or its knowledge, in breach or violation of any judgment, decree, order, rule or regulation applicable to him, her or it of any court or governmental or self-regulatory agency or body with jurisdiction over him, her or it, the effect of which might impair or adversely affect in any material respect the ability of such person to perform such person's obligations under the Partnership Agreement.

III. UNDERSTANDINGS

The Investor hereby understands, acknowledges and agrees with the Partnership and the General Partner as follows:

1. The information contained in the Memorandum is confidential and non-public, and all such information shall be kept in confidence and not disclosed to any third person (other than the Investor's advisors or representatives) for any reason, except to the extent required by applicable law or administrative or judicial process; *provided*, that, this obligation shall not apply to any such information that: (a) is part of the public knowledge or literature and readily accessible at the date hereof; (b) becomes part of the public knowledge or literature and readily accessible by publication (except as a result of a breach of this provision); or (c) is received from third parties (except third parties who disclose such information in violation of any confidentiality agreements or obligations entered into with the Partnership, the General Partner or any of their respective Affiliates).

2. The Investor shall provide promptly such information and execute and deliver such documents as may be necessary to comply with any and all laws and regulations to which the Partnership may be subject.

3. The Interests have not been approved or disapproved by the U.S. Securities and Exchange Commission (the "SEC") or by any other federal, state or non-U.S. securities commission or regulatory authority, and none of the foregoing authorities has confirmed the accuracy or determined the adequacy of the Memorandum or this Subscription Agreement. Any representation to the contrary is a criminal offense.

4. The Interests are speculative investments and involve a high degree of risk. There is no public market for the Interests, and no such public or other market is expected to develop. The transferability of the Interests is substantially restricted both by the terms of the Partnership Agreement and applicable law. In order to ensure the Partnership's compliance with Section 3(c)(7) of the Investment Company Act, no initial and subsequent sales, assignments, or transfers of Interests shall be made to any Person that is not a "qualified purchaser" (as defined in Section 2(a)(51)(A) of the Investment Company Act and the regulations issued thereunder). Investors in the Partnership have no rights to require the Interests in the Partnership to be registered under the Securities Act. The Investor will not be able to receive the benefit of the provisions of Rule 144 or 144A adopted by the SEC under the Securities Act with respect to the resale of the Interests. Accordingly, it may not be possible for the Investor to liquidate the Investor's investment in the Partnership (other than as specifically provided by the terms of the Partnership Agreement).

5. In order to ensure compliance under applicable anti-money laundering laws and regulations, the General Partner may require a detailed verification of the identity of a Person applying for the Interests and the source of its investment funds. Depending on the circumstances, a detailed verification might not be required where the Investor makes its Capital Contributions from an account held in the Investor's name at a recognized financial institution or the subscription is made through a recognized intermediary. The General Partner reserves the right to request such information as is necessary to verify the identity of the Investor and the source of its investment funds. The Investor shall provide the General Partner, at any time during the term of the Partnership, with such information as the General Partner determines to be necessary or appropriate to verify compliance with the anti-money laundering regulations of any applicable jurisdiction or to respond to requests for information concerning the identity of the Investor from any governmental authority, self-regulatory organization or financial institution in connection with the Partnership's anti-money laundering compliance procedures. In the event of delay or failure by the Investor to produce any such information, the General Partner may refuse to accept the Investor's subscription until proper information has been provided and, if the Investor's subscription has already been accepted, may refuse to pay any monies which may otherwise be payable by the Partnership to the Investor until proper information has been provided.

6. If any of the representations and warranties set forth in paragraphs 17 and 18 of Section II.A (*Representations and Warranties of the Investor*) ceases to be true, or if the General Partner no longer reasonably believes that it has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, the General Partner may be obligated to freeze the Investor's investment, either by prohibiting Capital Contributions or increases to the Investor's Original Available Capital and/or segregating the assets constituting the Investor's investment in accordance with applicable regulations, or the Investor's investment may immediately be involuntarily withdrawn by the General Partner, and the General Partner may also be required to report such action and to disclose the Investor's identity to OFAC or any other authority. If the General Partner is required to take any of the foregoing actions, the Investor understands and agrees that it shall have no claim against the Partnership, the General Partner, KPS Management IV, LLC, a Delaware limited liability company (the "Manager") or any of their respective Affiliates, members, partners, shareholders, officers, directors, employees or agents for any form of damages as a result of any of the foregoing actions.

7. If the Investor is acting as trustee, agent, representative or nominee for a subscriber (a "Beneficial Owner"), then the representations, warranties and agreements made in this Subscription Agreement are made by the Investor (a) with respect to the Investor *and* (b) with respect to the Beneficial Owner of the Interests subscribed for hereby. The Investor further represents and warrants that it has all requisite power and authority from such Beneficial Owner to execute and perform the obligations under this Subscription Agreement. The Investor shall indemnify the Partnership Indemnitees (as defined herein) for any and all costs, fees and expenses (including legal fees and disbursements) in connection with any damages resulting from the Investor's or the Beneficial Owner's misrepresentations or misstatement contained herein, or the assertion of the Investor's lack of proper authorization from the Beneficial Owner to enter into this Subscription Agreement or perform its obligations hereunder.

8. The Investor acknowledges and agrees that (a) information relating to the Investor's investment in the Partnership may be received and transmitted via the Internet, or via electronic mail to the e-mail address provided by the Investor in the Investor Data Sheet under the heading "Contact Information for Contact Person(s) of the Investor", or via fax and (b) neither the General Partner nor the Partnership provide any assurance that these communication methods are secure. Without limiting the foregoing, the Investor hereby agrees that if any of the documents relating to the offering of the Interests (including, without limitation, this Subscription Agreement, the Memorandum and the Partnership Agreement) have been transmitted to the Investor via the Internet or via electronic mail, the Investor is receiving such documents only in the U.S. state or other jurisdiction identified by the Investor in the Investor Data Sheet under the heading "Principal Place of Business of Investor".

9. The Investor hereby agrees that it shall not take any action to present a petition or commence any case, proceeding, proposal or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, arrangement in the nature of insolvency proceedings, adjustment, winding-up, liquidation, dissolution, composition or analogous relief with respect to the Partnership or the General Partner or the debts of the Partnership or the General Partner unless and until a debt is immediately due and payable by the Partnership or the General Partner to the Investor.

10. The Investor acknowledges and agrees that, if the Investor is a "disregarded entity" within the meaning of U.S. Treasury Regulation Section 301.7701-2(c) or a grantor trust, the person treated for U.S. federal income tax purposes as the owner of its Interests is subject to the transfer restrictions with respect to any indirect transfer of its Interests, as set forth in the Memorandum, the Partnership Agreement and this Subscription Agreement, as if it had owned the Investor's Interests directly. For these purposes, without limitation, (a) a transfer by the person treated for U.S. federal income tax purposes as the owner of the Investor's Interests and (b) a change in the U.S. federal tax status of any person, which is treated as a transfer for U.S. federal income tax purposes of the assets of the Investor, are transfers of the Interests that are subject to the restrictions on transfers of Interests and are prohibited, except as set forth in the Partnership Agreement and this Subscription Agreement.

11. Upon admitting the Investor as a Limited Partner, the Partnership will be required to file an amendment to its certificate of limited partnership with the Registrar containing the name, address and the Original Available Capital of the Investor. In addition, the Partnership may be required to file a report of exempt distribution with applicable Canadian securities regulatory authorities containing personal information about the Investor. This report of exempt distribution will include the full name, residential address and telephone number of the Investor, the number and type of Interests purchased, the total purchase price paid for such Interests, the date of the purchase and, if applicable, the exemption relied upon under applicable Canadian securities laws to complete such purchase. In the Province of Ontario, this information is collected indirectly by the Ontario Securities Commission under the authority granted to it under, and for the purposes of the administration and enforcement of, the securities legislation in Ontario. The Investor may contact the Administrative Assistant to the Director of Corporate Finance at Suite 1903, Box 5520 Queen Street West, Toronto, Ontario, M5H 3S8 or by telephone at (416) 593-8086 for more information regarding the indirect collection of such information by the Ontario Securities Commission. By completing this Subscription Agreement, the Investor authorizes the indirect collection of the information described in this paragraph by applicable Canadian securities regulatory authorities and consents to the disclosure of such information to the public through the filing of a report of exempt distribution with applicable Canadian securities regulatory authorities.

IV. GRANT OF POWER OF ATTORNEY

1. The Investor hereby constitutes and appoints the General Partner irrevocably as its true and lawful agent and attorney-in-fact (the "Attorney"), in its name, place and stead, to: (a) execute and deliver the Partnership Agreement on the Investor's behalf on the Closing Date applicable to the Investor; (b) execute and deliver documents relating to Alternative Investment Vehicles; and (c) make, execute, sign and file any amendment or termination of the Partnership's Certificate of Limited Partnership as required by law, and all such other instruments, documents and certificates as may

from time to time be required by the laws of the Province of Alberta, Canada, the United States of America, the State of New York or any other state or other relevant jurisdiction in which the Partnership shall determine to conduct activities or to do business, or any political subdivision or agency thereof, to effectuate, implement, continue or terminate the valid existence of the Partnership.

2. The foregoing grant of authority is a special power of attorney coupled with an interest in favor of the General Partner and as such shall (a) survive the dissolution, termination or bankruptcy of the Limited Partner granting the same or the transfer of all or any portion of such Limited Partner's interest and (b) extend to such Limited Partner's successors, assigns, heirs and legal representatives.

V. INDEMNIFICATION

1. The Investor shall indemnify and hold harmless the Partnership, the General Partner, the Manager and each member, partner, shareholder, manager, officer, director, employee, Affiliate, agent or control person of the Partnership, the General Partner or the Manager ("Partnership Indemnitees") from and against any and all expenses, losses, claims, damages, liabilities and actions, suits or proceedings (whether civil, criminal, administrative or investigative and whether such action, suit or proceeding is brought or initiated by the Partnership or a third party) that are incurred by or threatened, pending or completed against the Partnership Indemnitees or any of them (including, without limitation, legal fees and expenses, judgments, fines and amounts paid in settlement) based upon, resulting from or otherwise in respect of (a) any misrepresentation or misstatement of facts, or omission to represent or state facts, by or on behalf of the Investor concerning the Investor, the Investor's suitability or authority to invest or the Investor's financial position in connection with the offering of the Interests, including, without limitation, any such misrepresentation, misstatement or omission contained in or accompanying the Investor Questionnaire or the Investor Data Sheet submitted by or on behalf of the Investor and forming a part of this Subscription Agreement, or (b) the breach of any of the Investor's representations, warranties, covenants or agreements set forth in this Subscription Agreement.

2. The reimbursement and indemnity obligations of the Investor under this Section V shall survive the Closing Date applicable to the Investor and shall be in addition to any liability that the Investor may otherwise have (including, without limitation, liabilities under the Partnership Agreement) and shall be binding upon and inure to the benefit of any successors, assigns, heirs or legal representatives of any Partnership Indemnitees and the Partnership.

VI. MISCELLANEOUS

1. No failure or delay by the Partnership or the General Partner in exercising any right, power or privilege under this Subscription Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

2. This Subscription Agreement and other agreements or documents referred to herein or in the Partnership Agreement contain the entire agreement among the parties with respect to the subject matter hereof, and supersede all prior negotiations, correspondence or agreements, written or oral, among the parties hereto with respect thereto. There are no representations, warranties, covenants or other agreements except as stated or referred to herein and in such other agreements or documents.

3. The headings, titles and subtitles used herein are for convenience only, do not constitute a part of this Subscription Agreement and shall not be deemed to limit, characterize or interpret any provisions of this Subscription Agreement. As used herein, all pronouns shall include the masculine, feminine, neuter, singular and plural thereof wherever the context and facts require such construction.

4. This Subscription Agreement may not be modified or amended in any manner other than by an instrument in writing signed by the parties hereto or their successors or permitted assigns.

5. No provision of this Subscription Agreement shall be deemed to have been waived unless such waiver is in writing and signed by or on behalf of the party granting the waiver.

6. This Subscription Agreement may not be assigned by the Investor.

7. Except as otherwise provided herein, this Subscription Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. If the Investor is more than one Person, the obligations of the Investor shall be joint and several, and the representations, warranties, covenants, agreements and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such Person and its successors and permitted assigns.

8. This Subscription Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof that would apply the laws of another jurisdiction.

9. This Subscription Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail, shall be treated in all manner and respects as an original executed counterpart.

10. It is the express wish of the parties to this Subscription Agreement that this Subscription Agreement and all related documents be drafted in English. *Les parties aux présentes conviennent et exigent que cette convention ainsi que tous les documents s'y rattachant soient rédigés en langue anglaise.*

VII. SIGNATURE

By executing the signature page to this Subscription Agreement, the Investor agrees to be bound by the foregoing and the Partnership Agreement.

[Remainder of Page Intentionally Left Blank]

PART 2

1. The Investor is an individual and:
 - a. Had an individual annual income⁸ in each of the two most recent years in excess of \$200,000, and reasonably expects to have an individual annual income in the current year in excess of \$200,000.
 - b. Had, together with the Investor's spouse, joint annual income in excess of \$300,000 in each of the two most recent years, and reasonably expects their joint annual income in the current year to exceed \$300,000.
 - c. Has an individual net worth or joint net worth with the Investor's spouse in excess of \$1,000,000 (for this purpose, excluding the value of the primary residence of the Investor or the Investor's spouse).⁹

2. The Investor is an entity — *i.e.*, a corporation, partnership, limited liability company or other entity (other than a trust) — and:
 - a. The Investor is a corporation, partnership, limited liability company, a Massachusetts or similar business trust, or an organization described in Section 501(c)(3) of the Code, in each case not formed for the specific purpose of acquiring the Interests and with total assets in excess of \$5,000,000.
 - b. The Investor is one of the following institutional investors as described in Rule 501(a) adopted by the SEC under the Securities Act:

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

⁸ For purposes of this Investor Questionnaire, a person's income is the amount of such person's individual adjusted gross income (as reported on a federal income tax return) increased by:

- a. any deduction for depletion of natural resources (Section 611 and others of the Code);
- b. any municipal bond interest (Section 103 of the Code); and
- c. any losses or deductions allocated to such person as a limited partner in a partnership.

⁹ Indebtedness secured by the primary residence up to the estimated fair market value of the primary residence is not included as a liability in the calculation of the Investor's individual net worth or joint net worth, unless any incremental borrowing is incurred in the 60 days before the date this Subscription Agreement is accepted and is not in connection with the acquisition of the primary residence, in which case, the incremental borrowing is included as a liability in such calculation. Indebtedness secured by the primary residence in excess of the estimated fair market value of the primary residence is to be included as a liability and deducted from the Investor's individual net worth or joint net worth.

A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act").

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

An investment company registered under the Investment Company Act or a "business development company" (as defined in Section 2(a)(48) of the Investment Company Act).

A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958, as amended.

A "private business development company" (as defined in Section 202(a)(22) of the U.S. Investment Advisers Act of 1940, as amended (the "Investment Advisers Act")).

An employee benefit plan within the meaning of Title I of ERISA, and (a) the investment decision to purchase the Interests was 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 (b) such plan has total assets in excess of \$5,000,000, or (c) such plan is a self-directed plan with investment decisions made solely by persons, each of whom individually satisfies the net worth or income standards for individuals set forth in Question 1 above. *NOTE: To the extent that reliance is placed on clause (c), each person referred to in clause (c) must complete a copy of this "Section B. Accredited Investor Questions," signing next to each response, and submit such copy to the Partnership. If necessary, please request additional copies of the Subscription Booklet from the Partnership.*

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 with total assets in excess of \$5,000,000.

- c. Each shareholder, partner, member or other equity owner of the Investor, as the case may be, satisfies the net worth or income standards for individuals set forth in clauses (a), (b) or (c) of Question 1 above or the standards for entities set forth in clauses (a) or (b) of this Question 2. *NOTE: If the Investor checks this box 2c, each equity owner of the Investor's securities must complete a copy of this "Section B. Accredited Investor Questions," signing next to each response, and submit such copy to the Partnership. If necessary, please request additional copies of the Subscription Booklet from the Partnership.*

3. The Investor is a trust and:
- a. The trustee of the trust is a "bank" as defined in Section 3(a)(2) of the Securities Act or a "savings and loan association" referred to in Section 3(a)(5)(A) of the Securities Act.
 - b. The trust has total assets in excess of \$5,000,000 and was not formed for the specific purpose of acquiring the Interests, and the purchase of the Interests is being directed by a person who has such knowledge and experience in financial and business matters that such person is capable of evaluating the merits and risks of the purchase of the Interests.
 - c. Each grantor of the trust has the power to revoke the trust and regain title to the trust assets, and each such grantor satisfies the net worth or income standards for individuals set forth in Question 1 above. **NOTE: If the Investor checks this box 3c, each grantor must complete a copy of this "Section B. Accredited Investor Questions", signing next to each response, and submit such copy to the Partnership. If necessary, please request additional copies of the Subscription Booklet from the Partnership.**
4. Check the box next to this Question 4 if none of the statements in Questions 1, 2 or 3 of this "Section B. Accredited Investor Questions" are applicable to the Investor.

C. QUALIFIED PURCHASER QUESTIONS

Please indicate the basis of the Investor's status as a "qualified purchaser," as defined in Section 2(a)(51)(A) of the Investment Company Act and the regulations issued thereunder:

1. The Investor is an individual who owns not less than \$5,000,000 in "Investments" either separately or jointly or as community property with his or her spouse. (See Annex A to this Investor Questionnaire for the definition of and method for calculating the value of "Investments.")

If the Investor is an individual, please skip the questions below and proceed to the questions in "Section E. Type of Investor."

If the Investor is an entity, please proceed to "Section D. Supplemental Questions for Entities" as soon as any one of the following boxes is checked.

2. The Investor is an entity, acting for its own account or the accounts of other "qualified purchasers," that in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in "Investments." (See Annex A to this Investor Questionnaire for the definition of and method for calculating the value of "Investments.")
3. The Investor is a "family company" that owns not less than \$5,000,000 in "Investments." (See Annex A to this Investor Questionnaire for the definition of and method for calculating the value of "Investments.") A "family company" means any company (including a trust, partnership,

limited liability company or corporation) that is owned directly or indirectly by or for (a)(i) two or more individuals who are related as siblings, spouses or former spouses, or as direct lineal descendants by birth or adoption, or (ii) spouses of such persons, (b) estates of such persons, or (c) foundations, charitable organizations or trusts established by or for the benefit of such persons.

4. The Investor is an entity (other than a trust), each of the beneficial owners of which is a “qualified purchaser.”

If this box 4 is checked, each beneficial owner must complete a copy of this “Section C. Qualified Purchaser Questions,” signing next to each response, and submit such copy to the Partnership. If necessary, please request additional copies of the Subscription Booklet from the Partnership.

5. The Investor is a trust that was not formed for the specific purpose of acquiring the Interests, each trustee (or other person authorized to make decisions with respect to the trust) and each grantor (or other person who has contributed assets to the trust) of which are “qualified purchasers.”

If this box 5 is checked, each trustee (or other person authorized to make decisions with respect to the trust) and each grantor (or other person who has contributed assets to the trust) must complete a copy of this “Section C. Qualified Purchaser Questions,” signing next to each response, and submit such copy to the Partnership. If necessary, please request additional copies of the Subscription Booklet from the Partnership.

6. The Investor is a “qualified institutional buyer” (as defined in paragraph (a) of Rule 144A under the Securities Act) that is (a) not an entity covered by Question 8 below and (b) acting for its own account, the account of another “qualified institutional buyer,” or the account of a “qualified purchaser.”

7. The Investor is a “qualified institutional buyer” (as defined in paragraph (a) of Rule 144A under the Securities Act) that is an entity of the type described below:

- a dealer described in paragraph (a)(1)(ii) of Rule 144A that owns and invests on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer, or
- a plan described in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund described in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, the investment decisions of which are made solely by the fiduciary, trustee or sponsor of such plan.

8. Check the box next to this Question 8 if none of the statements in Questions 1 through 7 of this “Section C. Qualified Purchaser Questions” are applicable to the Investor.

D. SUPPLEMENTAL QUESTIONS FOR ENTITIES

To ensure that Interests will be sold in compliance with Section 3(c)(7) of the Investment Company Act, if the Investor is not an individual, please answer the following questions:

1. Was the Investor formed for the specific purpose of acquiring the Interests?
 Yes No

2. Does the Investor's investment in the Partnership constitute, and after the Closing Date applicable to the Investor will the Investor's investment in the Partnership continue to constitute, more than 40% of the combined amount of the Investor's total assets and committed capital?
 Yes No

If the Investor answers "Yes" to this Question 1 or Question 2, each beneficial owner of the Investor's securities must complete a copy of "Section C. Qualified Purchaser Questions" above, signing next to each response, and submit such copy to the Partnership. If necessary, please request additional copies of the Subscription Booklet from the Partnership.

3. Is the Investor an investment fund registered as an investment company under the Investment Company Act (a "Registered Fund"), or an affiliate of a Registered Fund, or a Person controlling, controlled by or under common control with a Registered Fund?
 Yes No

E. TYPE OF INVESTOR

Please indicate which *one* of the following categories applies to the Investor:

- (a) Individuals that are *United States persons*¹⁰ (including their trusts)
- (b) Individuals that are not *United States persons* (including their trusts)
- (c) Broker-dealers
- (d) Insurance companies
- (e) Investment companies registered with the SEC
- (f) *Private funds*¹¹
- (g) Non-profits
- (h) Pension plans (excluding governmental pension plans)
- (i) Banking or thrift institutions (proprietary)
- (j) State or municipal *government entities*¹² (excluding governmental pension plans)

¹⁰ As defined in Rule 203(m)-1 under the Investment Advisers Act of 1940, as amended, which includes any natural person that is resident in the United States.

¹¹ A "private fund" means any issuer that would be an investment company as defined in Section 3 of the Investment Company Act but for Section 3(c)(1) or 3(c)(7) thereof.

¹² "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 plan or pool of assets controlled by the state or political

- (k) State or municipal governmental pension plans
- (l) Sovereign wealth funds and foreign official institutions
- (m) Investors that are not *United States persons* and about which the foregoing beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party beneficiaries
- (n) Other

F. NON-U.S. PERSON STATUS QUESTIONS

- 1. Check the box next to this Question 1 if the Investor is not a U.S. person for purposes of Regulation S promulgated under the Securities Act¹³ and has not obtained any of the funds used to effect the purchase of Interests from U.S. persons (as defined in Regulation S).
- 2. Check the box next to this Question 2 if the Investor is not a U.S. person for U.S. federal income tax purposes¹⁴ and would not have Interests owned by it attributed under section 958 of the U.S. Internal Revenue Code of 1986, as amended, to any "U.S. Holder" of the Partnership (within the meaning of section 951(b) of the U.S. Internal Revenue Code of 1986, as amended).
- 3. Check the box next to this Question 3 if none of the statements in Questions 1 or 2 of this "Section F. Non-U.S. Person Status" is applicable to the Investor.

G. ANTI-MONEY LAUNDERING QUESTIONS

In order for the Partnership to comply with certain anti-money laundering rules and regulations, please provide the information requested below.

1. Bank Account Information:

- (a) In what country or countries does the Investor maintain bank accounts?
USA

subdivision or any agency, authority, or instrumentality thereof, and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in their official capacity.

¹³ For additional information regarding the definition of "U.S. person" for purposes of Regulations S, please refer to Regulation S (or see Annex B attached hereto).

¹⁴ A "U.S. person" for U.S. federal income tax purposes is a citizen or individual resident of the U.S., a partnership or corporation created or organized in the U.S. or under the laws of the U.S. or any State thereof or the District of Columbia, an estate the income of which is subject to U.S. federal income taxation regardless of its source, or a trust if (i) a court within the U.S. is able to exercise primary supervision over the administration of the trust and one or more U.S. fiduciaries have the authority to control all substantial decisions of the trust or (ii) the trust was in existence on August 20, 1996 and properly elected to be treated as a U.S. person.

- (b) Do the Capital Contributions that the Investor intends to make to the Partnership come entirely from bank accounts in the United States or in countries that are members of the Financial Action Task Force¹⁵:

Yes No

*If yes, please proceed to Question 1(c) below.
If no, please proceed to Question 1(e) below.*

- (c) If the answer to Question 1(b) above is “yes”, are the bank accounts from which the Investor’s Capital Contributions will be made to the Partnership held in the Investor’s name?

Yes No

*If yes, please proceed to Question 1(d) below.
If no, please proceed to Question 1(e) below.*

- (d) If the answer to Question 1(c) above is “yes”, please provide (x) the name of the country or countries in which such bank accounts are maintained and (y) the name of the bank at which such bank accounts are maintained:

Country: USA

Bank Name: Federal Reserve Bank of Boston

- (e) If the answer to Question 1(b) or Question 1(c) above is “no”, please provide (x) the name of the country or countries in which such bank accounts are maintained, (y) the name of the bank at which such bank accounts are maintained and (z) the name of the holder of such bank accounts:

Country: _____

Bank Name: _____

Bank Account Holder’s Name: _____

2. Additional questions to be completed by *individuals*:

- (a) Country of residence (domicile) of the Investor:

¹⁵ As of January 2013, the countries, territories and organizations that are members of the Financial Action Task Force are: Argentina, Australia, Austria, Belgium, Brazil, Canada, China, Denmark, European Commission, Finland, France, Germany, Greece, Gulf Co-Operation Council, Hong Kong, Iceland, India, Ireland, Italy, Japan, Kingdom of the Netherlands (the Netherlands, the Netherlands Antilles and Aruba), Luxembourg, Mexico, New Zealand, Norway, Portugal, Republic of Korea, Russian Federation, Singapore, South Africa, Spain, Sweden, Switzerland, Turkey, United Kingdom and the United States. For a current list of Financial Action Task Force members see <http://www.fatf-gafi.org>.

(b) Date of birth of the Investor:

(c) Current occupation and business affiliation of the Investor:

3. Additional questions to be completed by *entities*:

(a) State or other jurisdiction in which incorporated or formed: Pennsylvania

(b) Date of incorporation or formation: 6/27/1923

(c) Type of business of the Investor: Governmental Pension Plan

(d) Office locations of Investor: 30 North Third St., Harrisburg, PA 17101

(e) Will any other person or persons (other than the Investor) 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)?

Yes No

NOTE: If the answer to this Question 3(e) is "Yes", each such person must complete a copy of this "Section G. Anti-Money Laundering Questions," signing next to each response, and submit such copy to the Partnership. If necessary, please request additional copies of the Subscription Booklet from the Partnership.

All intermediaries (including, without limitation, all fund-of-funds) must complete the "Certification of Intermediaries" (PART 6).

H. PUBLIC DISCLOSURE LAWS

1. Is the Investor subject to the U.S. Freedom of Information Act, 5 U.S.C. § 552 ("FOIA"), any state public records access laws, any state or other jurisdiction's laws with similar intent or effect to the FOIA, or any other similar statutory or legal right that might result in the disclosure of confidential information relating to the Partnership?

Yes No

If Question 1 above was answered "Yes," please indicate the relevant laws 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 et seq.

I. PAY TO PLAY

1. If the Investor is an entity substantially owned by a government entity (e.g., a single investor vehicle) and the investment decisions of such entity are made or directed by such government entity, please provide the name of the government entity: Commonwealth of Pennsylvania

Please note that, if the Investor enters the name of a government entity in this Item I.1, the Partnership will treat the Investor as if it were the government entity for purposes of Rule 206(4)-5 (the "Pay to Play Rule") promulgated under the Investment Advisers Act.

2. If the Investor is (a) a government entity, (b) acting as trustee, custodian or nominee for a beneficial owner that is a government entity, or (c) an entity described in Item I.1, the Investor hereby certifies that:

Other than the Pay to Play Rule, no "pay to play" or other similar compliance obligations would be imposed on the Partnership, the General Partner, the Manager or their Affiliates in connection with the Investor's subscription for the Interests.

Please check the following box to indicate that the Investor is making such certification:

If the Investor cannot make such certification, indicate in the space below all other "pay to play" laws, rules or guidelines, or lobbyist disclosure laws or rules, the Partnership, the General Partner, the Manager or their Affiliates, employees or third-party placement agents would be subject to in connection with the Investor's subscription for the Interests:

25 P.S. § 3260a

**END OF INVESTOR QUESTIONNAIRE.
PLEASE PROCEED TO "INVESTOR DATA SHEET" (PART 3).**

Annex A to Investor Questionnaire

INVESTMENTS

For determining whether the Investor is a “qualified purchaser,” the term “Investments” means:

1. Securities (as defined by Section 2(a)(1) of the Securities Act), 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 a “public company,” a “financial company” or has more than \$50,000,000 in equity, as reflected on such company’s financial statements which present such equity information as of a date within 16 months preceding the date on which the Investor acquires the Interests. The term “public company” includes all companies that file reports pursuant to Section 13 or 15(d) of the Exchange Act or have a class of securities that are listed on a Designated Offshore Securities Market, as defined by Regulation S of the Securities Act. The term “financial company” includes a commodity pool or an “investment company” (whether US or offshore) or a company required to register as such under the Investment Company Act but for the exclusions or exemptions provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act;
2. Real estate held for investment purposes so long as it is not used by the prospective qualified purchaser or a close relative (generally, a sibling, spouse, former spouse, direct ancestor or descendent or a spouse of such an ancestor or descendent) for personal or business purposes. However, real estate owned by a prospective qualified purchaser who is primarily in the real estate business is includable as an “investment” even if it is held by the owner;
3. “Commodity Interests” or “Physical Commodity” held for investment purposes by the Investor. “Commodity Interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of (a) any contract market designated for trading such transactions under the Commodity Exchange Act, and the regulations issued thereunder and the rules thereunder, or (b) any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act. “Physical Commodity” means any physical commodity with respect to which a “Commodity Interest” is traded on a market specified in the definition of Commodity Interests above;
4. To the extent not securities, “financial contracts” entered into for investment purposes or in connection with investments. “Financial contracts” means any arrangement that (a) 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; (b) 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 (c) is entered into in response to a request from a counterparty for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement;
5. In the case of an Investor that is a commodity pool operator or an investment company excepted from registration by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, 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
6. Cash and cash equivalents (including foreign currencies) held for investment purposes. “Cash and cash equivalents” include bank deposits, certificates of deposits, bankers acceptances and similar bank instruments held for investment purposes and the net cash surrender value of an insurance policy.

"Investments" do not include other assets which do not reflect experience in the financial markets, such as jewelry, art work, antiques and other collectibles.

For purposes of determining the amount of "Investments" owned by a company, "Investments" of a parent company and its majority-owned subsidiaries may be aggregated to meet the minimum "investment" amount requirements, regardless of which company is the prospective qualified purchaser.

For purposes of determining the amount of "Investments" owned by an individual, there may be included any "investment" held jointly or as community property with such person's spouse. 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).

In determining whether an individual 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

In determining the value of "Investments" in order to ascertain qualified purchaser status, 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 provided that the same method must be used for all "Investments." However,

1. in the case of "Commodity Interests," the amount of "Investments" is 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 such "Investments" the following amounts:
 - (a) the amount of any outstanding indebtedness incurred by the prospective qualified purchaser to acquire such "Investments," and
 - (b) in the case of a Family Company (as defined in the Investor Questionnaire), in addition to the amounts specified in paragraph (2)(a) above, any outstanding indebtedness incurred by an owner of the Family Company to acquire the Family Company's "Investments."

Annex B to Investor Questionnaire

**REGULATION S
DEFINITION OF "U.S. PERSON"**

Subject to the definition of a "U.S. Person" under Regulation S of the U.S. Securities Act of 1933, as amended, a "U.S. Person" means:

- i. any natural person resident in the United States;
- ii. any partnership or corporation organized or incorporated under the laws of the United States;
- iii. any estate of which any executor or administrator is a United States person;
- iv. any trust of which any trustee is a United States person;
- v. any agency or branch of a foreign entity located in the United States;
- vi. any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a United States person;
- vii. any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- viii. any partnership or corporation if:
 - A. organized or incorporated under the laws of any foreign jurisdiction; and
 - B. formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of the Securities Act) who are not natural persons, estates or trusts.

Subject to the definition of a "U.S. Person" under Regulation S of the U.S. Securities Act of 1933, as amended, the following are **not** "U.S. Persons":

- i. any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- ii. any estate of which any professional fiduciary acting as executor or administrator is a United States Person if:
 - A. an executor or administrator of the estate who is not a United States Person has sole or shared investment discretion with respect to the assets of the estate; and
 - B. the estate is governed by foreign law;
- iii. any trust of which any professional fiduciary acting as trustee is a United States Person, if a trustee who is not a United States Person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a United States Person;

- iv. an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- v. any agency or branch of a U.S. person located outside the United States if:
 - A. the agency or branch operates for valid business reasons; and
 - B. the agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
- vi. the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

For purposes of the foregoing, the term "United States" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

PART 3

INVESTOR DATA SHEET

1. The Investor: Commonwealth of Pennsylvania
Name of Investor: State Employees' Retirement System
Social Security Number or Taxpayer Identification Number:¹⁶ _____

Principal Place of Business of Investor:
30 North Third Street, Suite 150

(Street Address)

(Street Address)

<u>Harrisburg</u>	<u>Pennsylvania</u>	<u>17101-1716</u>	<u>USA</u>
(City)	(State)	(Post/Zip Code)	(Country)
<u>717-787-9008</u>		<u>717-772-3741</u>	
(Telephone)		(Fax)	

2. Series of the Interests (***all investors must check one***): The Investor hereby elects to receive:

Series A Interests Series B Interests

3. Form of ownership of the Interests (***individuals must check one***):

Individual Joint Tenants with right of survivorship (*each individual must sign and complete the appropriate IRS Form*) Tenants-in-Common (*each individual must sign and complete the appropriate IRS Form*) Individual Retirement Plan

4. Form of ownership of the Interests (***entities must check one***):

Corporation Partnership Limited Liability Company
 Governmental Plan Foundation Endowment
 Employee Benefit Plan Grantor Trust Trust other than Grantor Trust
 Public Charity Keogh Plan Other: _____

5. Please check the appropriate boxes if the Investor is a BHC Partner, ERISA Partner, Governmental Plan Partner and/or Tax-Exempt Partner (as each term is defined in the Partnership Agreement):

BHC Partner ERISA Partner Governmental Plan Partner
 Tax-Exempt Partner

¹⁶ If the Investor is investing as a joint tenant or tenant in common, please provide the Social Security Number or Taxpayer Identification Number for each joint tenant or tenant in common.

6. Please check this box to elect to have the opportunity to make Special Contributions pursuant to Section 2.1(a)(xii) (*Rights and Duties of the General Partner*) of the Partnership Agreement.
7. The Investor hereby elects to (*all investors must check one*):
- receive in kind distributions of Securities (as defined in the Partnership Agreement) in accordance with Section 3.4(e)(i) (*Special Provisions Relating to Distributions In Kind*) of the Partnership Agreement; or
- have the General Partner dispose of in kind distributions of Securities on its behalf in accordance with Section 3.4(e)(i) (*Special Provisions Relating to Distributions In Kind*) of the Partnership Agreement.
8. Please check this box if the Investor is interested in participating in any co-investments made available by the General Partner, in its sole discretion, to Limited Partners.
9. Please check this box if the Investor is a “fund of funds” or similar investment vehicle and is electing to receive the benefits with respect to disclosure of Confidential Information described in Section 7.3(c)(iii) (*Disclosure of Confidential Information*) of the Partnership Agreement.
10. Please check this box if the Investor is interested in receiving copies of the Side Letters pursuant to Section 11.11(b) (*Entire Agreement*) of the Partnership Agreement.
11. What is the Investor’s tax accounting period? 1/1 (month, date) to 12/31 (month, date). (Note: For most individuals, the tax accounting period will be the calendar year (*e.g.*, January 1 to December 31).)

12. Distribution Instructions:

(a) Wiring Instructions For *Cash* Distributions:
SEE THE ATTACHED WIRE INSTRUCTIONS

(Bank Name)

(Bank Location)¹⁷

(ABA Number)

(Account Number)

(Credit To)

(b) Instructions for *In-Kind* Distributions:

Unless the Investor has elected in Question 7 above to have the General Partner dispose of in-kind distributions of Securities on its behalf in accordance with Section 3.4(e) (*Special Provisions Relating to Distributions In Kind*) of the Partnership Agreement, Securities will be credited to the Investor's brokerage account at the following firm:

(Firm Name)

(Firm Address)

(Account Number)

(DTC Number)

(Credit To)

¹⁷ If the bank is not located in a country that is a member of the Financial Action Task Force, the General Partner may require additional information. See footnote to Section G. Anti-Money Laundering Questions, Question 1(b).

13. Contact Information for Contact Person(s) of the Investor:

SEE ATTACHED CORRESPONDENCE CHART

Mr./Ms. _____
(Name)

(Title)

(Company)

(Street Address)

(City) (State) (Post/Zip Code)

(Country)

(Telephone)

(Fax)

(E-mail Address)

This Contact Person Should Receive the Following Information:

- All Information
- Capital Calls
- Cash Distribution Notices
- Stock Distribution Notices
- Annual and Quarterly Reports
- Quarterly Capital Statements
- Tax Statements/ K-1's
- Legal Documents
- Other Correspondence

Mr./Ms. _____
(Name)

(Title)

(Company)

(Street Address)

(City) (State) (Post/Zip Code)

(Country)

(Telephone)

(Fax)

(E-mail Address)

This Contact Person Should Receive the Following Information:

- All Information
- Capital Calls
- Cash Distribution Notices
- Stock Distribution Notices
- Annual and Quarterly Reports
- Quarterly Capital Statements
- Tax Statements/ K-1's
- Legal Documents
- Other Correspondence

Please attach additional copies of this page if there are additional contact persons.

PART 4

(Please sign both copies of the signature page and provide 1 copy of the completed and notarized Notarization Acknowledgment)

SIGNATURE PAGE

This page constitutes the signature page for the Subscription Agreement, including the Power of Attorney contained therein.

Your signature on this signature page constitutes execution of the Subscription Agreement, which includes the Investor Questionnaire and the Investor Data Sheet, evidences your agreement to be bound, and permits the General Partner to execute the Partnership Agreement as your attorney-in-fact.

\$ 50,000,000.00
Amount of Original Available Capital Requested

April 2, 2013
Date

INDIVIDUALS

Signature

Name
(Please type or print)

Name of Spouse if Co-Owner
(Please type or print)

Signature of Spouse if Co-Owner

ENTITIES

Commonwealth of Pennsylvania
State Employees' Retirement System

Name of Entity
(Please type or print)

By: _____
Signature

Nicholas J. Maiale

Name of Authorized Signatory
(Please type or print)

Chairman

Title of Authorized Signatory
(Please type or print)

ACCEPTED AND AGREED
this 12 day of April 2013.


**KPS SPECIAL SITUATIONS FUND
IV, LP**

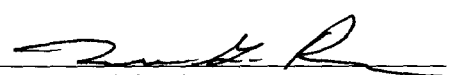
KPS INVESTORS IV, LP

By: KPS Investors IV, LP
its General Partner

By: KPS Investors IV, Ltd
its General Partner

By: KPS Investors IV, Ltd
its General Partner

By: 
Name: Michael G. Psaros
Title: Director

By: 
Name: Michael G. Psaros
Title: Director

Name of Investor: Commonwealth of Pennsylvania State Employees' Retirement System

\$25,000,000
Amount of Original Available Capital Accepted

NOTARIZATION ACKNOWLEDGMENT
FOR INVESTORS IN THE UNITED STATES

ACKNOWLEDGMENT

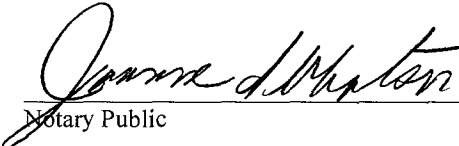
STATE OF PA)

: ss.:

COUNTY OF Phila)

On this 2 day of April, 2013 before me, the undersigned, a Notary Public of said State, duly commissioned and sworn, personally appeared Nicholas J. Maiale, known to me to be the individual (or individuals) who executed the foregoing Subscription Agreement in the capacity therein indicated, who acknowledge that he or she being authorized to do so, executed the foregoing instrument for the purposes therein contained and in the capacity therein indicated as his or her own free act and deed.

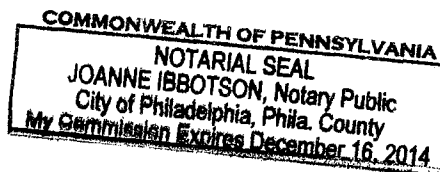
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public

Address: 1420 WALNUT ST - 1107
Phila, PA. 19102

My commission expires:



CERTIFICATION OF NON-FOREIGN STATUS

(To be completed by all U.S. Investors)

Commonwealth of Pennsylvania
State Employees' Retirement System

(the "Investor")

Section 1446 of the Internal Revenue Code provides that a partnership must pay a withholding tax to the Internal Revenue Service with respect to a partner's allocable share of the partnership's effectively connected taxable income, if the partner is not a "United States person." KPS Special Situations Fund IV, LP, a limited partnership organized under the laws of the Province of Alberta, Canada (the "Partnership") will pay such withholding tax pursuant to the provisions of Section 1446 unless the Investor certifies the following:

1. The Investor is a "United States person" (within the meaning of Sections 1445 and 1446 of the Internal Revenue Code),
2. The Investor's U.S. social security number or taxpayer identification number (as applicable) is _____, and
3. The Investor's home address (if an individual) or office address (if an entity) is:

30 North Third Street, Suite 150
Harrisburg, PA 17101-1716

The Investor hereby agrees to notify the Partnership within 30 days of the date of any change in such Investor's status as a "United States person." The Investor understands that this certification may be disclosed to the Internal Revenue Service by the Partnership and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this Certification on behalf of the Investor.

IN WITNESS WHEREOF, the undersigned has executed this Certification this 2nd day of April, 2013.

Commonwealth of Pennsylvania
State Employees' Retirement System

Print Name of Investor


By: Signature of Authorized Signatory

Nicholas J. Maiale

Print Name of Authorized Signatory

Chairman

Print Title of Authorized Signatory

MELLON TRUST
WIRE INSTRUCTIONS

PART 8

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 type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ state governmental pension	
	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).

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 4.

Sign Here	Signature of U.S. person ▶ <i>Lara K Bickle, Admin. Officer</i>	Date ▶ <i>3/15/13</i>
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General Instructions

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

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, 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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.