

RIDGEMONT EQUITY PARTNERS II, L.P.

RIDGEMONT EQUITY PARTNERS II-B, L.P.

Subscription Booklet

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

IN ORDER TO INVEST:

(1) Please fax or email one copy of this completed and executed Subscription Booklet to:

Emily L. Patch
Fax: (617) 526-9899
Email: epatch@proskauer.com

(2) And send originals to:

Emily L. Patch
Proskauer Rose LLP
One International Place
Boston, MA 02110

If you have any questions regarding completion of the Subscription Booklet, please contact Emily L. Patch at (617) 526-9456 or epatch@proskauer.com or Charlene C.K. Saji at (617) 526-9781 or csaji@proskauer.com.

RIDGEMONT EQUITY PARTNERS II, L.P.

RIDGEMONT EQUITY PARTNERS II-B, L.P.

SUBSCRIPTION AGREEMENT

To: Ridgemont Equity Partners II, L.P. (the "Main Fund")
Ridgemont Equity Partners II-B, L.P. (the "Parallel Fund" and together with the Main Fund, the "Partnerships")
Ridgemont Equity Management II, L.P. (the "General Partner")
c/o Ridgemont Partners Management, LLC (the "Manager")
150 N. College Street
Suite 2500
Charlotte, NC 28202

Ladies and Gentlemen:

Reference is made to the Confidential Private Offering Memorandum dated March 2015 (as supplemented from time to time, the "Memorandum"), the Amended and Restated Limited Partnership Agreements of the Partnerships (as amended and/or restated from time to time, each a "Partnership Agreement" and collectively, the "Partnership Agreements") with respect to the offering of the limited partner interests (the "Interests") in the Partnerships and the Management Agreements between each of the Partnerships and the Manager (as amended and/or restated from time to time, each a "Management Agreement" and collectively, the "Management Agreements") (such Memorandum, Partnership Agreements, Management Agreements and this Subscription Agreement being herein referred to collectively as the "Offering Materials") in the forms heretofore furnished to the undersigned. Capitalized terms used, but not defined, herein shall have the respective meanings given them in the Partnership Agreement.

1. Subscription for a Limited Partner Interest. Subject to the terms and conditions set forth in this Subscription Agreement, in the applicable Partnership Agreement, and in any side letter agreement entered into between the General Partner and the undersigned subscribing investor (the "Investor"), the Investor agrees (a) to purchase from the Partnership an Interest in the Partnership indicated on the Limited Partner signature page below, to make a commitment to contribute capital to such Partnership in the amount set forth on the signature page below (or such lesser amount that has been accepted by the General Partner pursuant to Section 6) and to contribute capital to such Partnership with respect to such commitment, and make such other capital contributions and payments to such Partnership as provided for in the applicable Partnership Agreement, in the manner and at the times provided in such Partnership Agreement, (b) to be admitted to the Partnership indicated on the Limited Partner signature page hereto as a limited partner of such Partnership and (c) to become a party to and bound by the terms of the applicable Partnership Agreement as a Limited Partner. For purposes of the Partnership Agreements, the Investor's "Subscription" shall be the amount of the capital commitment accepted by the General Partner. References in this Subscription Agreement to the Partnership shall be deemed to refer to the Partnership in which the Investor has purchased an interest hereunder and references in this Subscription Agreement to the General Partner, the Partnership Agreement or the Interest shall be deemed to refer to the general partner of such Partnership, the governing documents of such Partnership and a limited partner interest in such Partnership.

2. **Representations of the Investor.** The Investor hereby represents and warrants to, and agrees with, the applicable Partnership and the General Partner as follows:

(a) **Suitability.** **THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS, INCLUDING THE RISKS ASSOCIATED WITH AN INVESTMENT IN THE PARTNERSHIP, INCLUDING THE RISKS AND CONFLICTS OF INTEREST DESCRIBED IN THE MEMORANDUM. THE INVESTOR ACKNOWLEDGES THAT IT HAS BEEN ADVISED TO CONSULT ITS OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISOR WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE OFFERING MATERIALS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.**

(b) **Knowledge and Experience.** The Investor and its purchaser representative (if any) currently have, and (unless the Investor has a purchaser representative) the Investor had immediately prior to receipt of any offer regarding the Partnership, such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Partnership. The Investor understands that the Partnership is a blind pool investment vehicle with no (or limited) operating history, that any investment performance information in the Memorandum or otherwise disclosed by the Manager or any affiliate thereof during the course of the Investor's due diligence relates to other investment funds or programs and not the Partnership and there is no guarantee that the same or similar results will be achieved by the Partnership. With respect to the profit sharing and compensation arrangements between the Partnership and the Manager set forth in the Partnership Agreement and the Management Agreement, the Investor understands and acknowledges that (1) the profit sharing arrangements may create an incentive for the General Partner to make investment decisions that are riskier or more speculative than would be the case in the absence of such arrangements and (2) the Partnership Agreement, the Management Agreement and such profit sharing and compensation arrangements represent arms'-length arrangements between the Investor and the Partnership, on the one hand, and the General Partner and the Manager, on the other hand, and that other arrangements more favorable to the Investor may be available on the market. The Investor understands the proposed methods of profit sharing and compensation of the General Partner and the Manager and their risks.

(c) **Purchaser Representative.** If the Investor has utilized a purchaser representative, the Investor has previously given the Partnership notice in writing of such fact, specifying that such representative would be acting as the Investor's "purchaser representative" as defined in Rule 501(h) of Regulation D under the U.S. Securities Act of 1933, as amended (the "Securities Act").

(d) **Full Contribution; Return of Distributions; Lack of Liquidity.** The Investor understands that, except as otherwise provided in the Partnership Agreement, the Investor may not make less than the full amount of any required capital contribution or return less than the full amount of distributions that are required to be returned to the Partnership, and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of a material portion of its investment in the Partnership), are contained in the Partnership Agreement. The Investor has or will reserve sufficient available liquid assets to meet such contribution and return obligations and understands that, except as otherwise provided in the Partnership Agreement or this Subscription Agreement, the Interest may not be redeemed and the Investor will not be permitted to withdraw capital from the Partnership upon request. The Investor's capital commitment to

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the Partnership and other investments that are not readily marketable is not disproportionate to the Investor's net worth, and the Investor has no need for immediate liquidity with respect to the Interest.

(e) **Opportunity to Verify Information; Final Form.** The Investor acknowledges that representatives of the Partnership have made available to the Investor, during the course of this transaction and a reasonable time prior to the purchase of the Interest, the opportunity to ask questions and receive answers from them concerning the terms and conditions of the offering of the Interests, and to obtain any additional information which they possess or can acquire without unreasonable effort or expense that is necessary to verify such terms and conditions or otherwise relative to the proposed activities of the Partnership. The Investor acknowledges that the Memorandum is not a public offering "prospectus" and does not purport to describe or otherwise address all material considerations relating to an investment in the Partnership. The Investor understands that its investment in the Partnership will be subject to the terms and conditions of this Subscription Agreement and the Partnership Agreement in such final forms as shall be executed by the parties thereto and as the same may be amended from time to time in accordance with their respective terms. The Investor further understands and acknowledges that certain of the terms and conditions of the Partnership and the Interest originally set forth in the Memorandum may have been modified and, as modified, will be reflected in the final form of the Partnership Agreement.

(f) **Purchase for Investment.** The Investor understands that: (1) the Investor must bear the economic risk of its investment until the final liquidation of the Partnership; (2) the Interest has not been registered under the Securities Act, and, therefore, cannot be resold or otherwise disposed of unless it is subsequently registered under the Securities Act or an exemption from such registration is available; (3) the Interest has not been registered under the laws of any jurisdiction outside of the United States and that the Investor is responsible for complying with any such laws, which may impose restrictions on the transfer or sale of the Interest by the Investor; (4) under existing law, the Partnership is not being registered as an "investment company" as the term "investment company" is defined in Section 3(a) of the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"); (5) the Investor is purchasing the Interest for its own account and without a view toward distribution thereof; (6) the Investor may not resell or otherwise dispose of all or any part of the Interest, except as permitted by law, including, without limitation, any regulations under the Securities Act and the applicable securities acts or similar statutes of the jurisdiction in which the Investor resides, including all regulations and rules under such laws, together with applicable published policy statements, instruments, notices and blanket orders or rulings of general applicability (collectively, "Applicable Securities Laws"), and any and all applicable provisions of the Partnership Agreement; (7) the transfer of the Interest and the substitution of another Limited Partner for the Investor are restricted by the terms of the Partnership Agreement; (8) under existing law, the General Partner does not have any intention of registering the Partnership as an "investment company" under the Investment Company Act or of registering the Interest under the Securities Act or of supplying the information that may be necessary to enable the Investor to sell the Interest; (9) that Rule 144 under the Securities Act may not be available as a basis for exemption from registration of the Interest; and (10) there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. The Investor understands that for the foregoing reasons, the Investor will be required to retain ownership of the Interest and bear the economic risk of this investment for an indefinite period of time. The Investor agrees (i) not to sell or otherwise dispose of any part of the Interest unless the Interest has been registered under the Securities Act, an exemption from registration is available or such sale or disposition is made in accordance with the provisions of the Securities Act and (ii) that hedging transactions in the Interest may not be conducted except in compliance with the Securities Act. The Investor understands that the Interest will not be evidenced by a certificate subject to Article 8 of the Uniform Commercial Code.

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(g) **Securities Laws.** The Investor received the Offering Materials and first learned of the Partnership in the jurisdiction listed as the address of the Investor set forth on the Investor's signature page hereto. If such jurisdiction is a state within the United States, the Investor intends that the state securities laws of such state alone shall govern this transaction. If the Investor is not a resident of the United States, the Investor understands that it is the responsibility of the Investor to satisfy himself or itself as to full observance of the laws of any relevant territory outside of the United States in connection with the offer and sale of the Interest, including obtaining any required governmental or other consent and observing any other applicable formalities, and represents, to the best of its knowledge, no filing or registration with or approval by the relevant governmental authorities or self regulatory organizations in such jurisdiction is required in connection with the offer and sale of the Interest to the Investor. Neither the Investor nor any Person that, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares voting power with respect to the Interest, which includes the power to vote, or to direct the vote, with respect to the Interest, or investment power over the Interest, which includes the power to dispose, or direct the disposition of, the Interest, is the subject of any conviction, order, judgment, decree, suspension, expulsion or bar described in Rule 506(d) under the Securities Act that, if any such Person was deemed to be a 20% beneficial owner of the outstanding voting equity securities of an issuer seeking to rely on Rule 506, would require disclosure by such issuer under Rule 506(e) or disqualify such issuer from relying on Rule 506. There are no actions pending against the Investor or any such other Person that would, if adversely determined, result in such a disqualification. The Investor agrees to notify the General Partner if the Investor or any such other Person becomes subject to any such conviction, order, judgment, decree, suspension, expulsion or bar. The Investor is, with respect to the Partnership, one person within the meaning of Rule 12g5-1 under the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"). The Investor's form of holding the Interest (and any other interest in the Partnership) is not used primarily to circumvent the provisions of Section 12(g) or Section 15(d) of the Exchange Act.

(h) **Accredited Investor, Qualified Purchaser, Qualified Client and U.S. Person Status.** One or more of the categories set forth in each of Exhibit A, Exhibit B, Exhibit C and Exhibit D hereto correctly and in all respects describes the Investor, and the Investor or its authorized representative has signed, initialed or otherwise so indicated on the blank line or lines following a category on each such Exhibit.

(i) **Investment Objectives and Advice; Reliance.** The purchase of the Interest by the Investor is consistent with the general investment objectives of the Investor. The Investor is able to bear the risk of loss of its entire investment in the Interest. The Investor has not relied on the General Partner, Ridgmont Equity Management II, LLC (the "GP LLC"), the Manager or their respective members, partners, shareholders, employees, agents or affiliates for investment advice with respect to an investment in the Partnership. Other than as set forth herein, in any side letter agreement with the Investor, or in the Offering Materials, in making a decision to proceed with this investment, the Investor is not relying upon any representation, warranty or agreement by the Partnership, the General Partner, the GP LLC, the Manager, their respective members, partners, shareholders, employees or affiliates or any agent or representative of any of them, written or otherwise, in determining to invest in the Partnership. In addition, at no time was the Investor solicited by or offered an opportunity to invest in the Partnership by means of any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or any seminars or meetings whose attendees have been invited by any general solicitation or advertising.

(j) **Investment Company Act Representations.** If the Investor is a corporation, trust, partnership, limited liability company, fund, association or organized group of persons, whether incorporated or not:

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- (1) The Investor was not, and will not be, formed or “recapitalized” (as defined below) for the specific purpose of acquiring the Interest or to permit the Partnership to avoid registration under the Investment Company Act;
- (2) The Investor’s stockholders, partners, members or other beneficial owners have no individual discretion as to their participation or non-participation in the Interest (and any other Interest previously or concurrently being acquired by the Investor) and will have no individual discretion as to their participation or non-participation in particular investments made by the Partnership;
- (3) The Investor has not and will not invest more than 40% of its “committed capital” (as defined below) in any single entity, including the Partnership, which is excluded from the definition of “investment company” solely by reason of Section 3(c)(1) or 3(c)(7) of the Investment Company Act;
- (4) Except as otherwise indicated on the signature page hereto, the Investor is not an “investment company” within the meaning of Section 3(a) of the Investment Company Act or an entity which would be an “investment company” but for the exception provided for in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;
- (5) Unless the Investor has checked the applicable box on its signature page hereto indicating that it is an “Affiliated Limited Partner,” to the Investor’s knowledge, the Investor does not control, is not under common control with and is not controlled by any other Limited Partner; and
- (6) The Investor’s ownership of the Interest (and any other Interest previously or concurrently being acquired by the Investor) will constitute beneficial ownership by “one person” for purposes of determining the number of persons who beneficially own securities of the Partnership for purposes of Section 3(c)(1) of the Investment Company Act (or such greater number as is indicated on the Investor’s signature page hereto).

For purposes of this Section 2(j), the following definitions shall apply: the term “recapitalized” includes new investments made in the Investor solely for the purpose of financing its acquisition of the Interest and not made pursuant to a prior financing commitment and the term “committed capital” includes all amounts which have been contributed to the Investor by its shareholders, partners, members or other equity holders plus all amounts which such persons remain obligated to contribute to it.

(k) Pre-1996 Entities. If the Investor is a corporation, trust, partnership, limited liability company, fund, association or other organized group of persons, whether incorporated or not, that would be an “investment company” but for one of the exceptions provided for in Sections 3(c)(1) and 3(c)(7) of the Investment Company Act, (1) such Investor has no beneficial owners of its securities (other than short term paper) that acquired such securities on or prior to April 30, 1996 or (2) if the Investor does have any such beneficial owners, such Investor has informed them that it is investing in the Partnership and that the Partnership may, from time to time, invest in other investment vehicles that seek to be exempt from registration under the Investment Company Act, including vehicles that control, are controlled by or are under common control with the Investor, and the Investor has obtained their consent to the treatment of

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the Partnership as a “qualified purchaser” within the meaning of the Investment Company Act. Upon request of the General Partner, the Investor shall provide a written copy of such consent.

(l) **Power and Authority; No Conflicts.** If the Investor is a natural person, the Investor has the legal capacity to execute, deliver and perform its obligations under this Subscription Agreement and the Partnership Agreement and grant the power of attorney as described in Section 10 of this Subscription Agreement and in 14.8.1 of the Partnership Agreement and if the Investor lives in a community property state in the United States, either (1) the source of the Investor’s capital contributions to the Partnership will be the Investor’s separate property and the Investor will hold the Investor’s interest in the Partnership as separate property, or (2) the Investor has the authority alone to bind the community with respect to this Subscription Agreement and the Partnership Agreement. If the Investor is a corporation, trust, partnership, limited liability company, governmental agency or other entity, whether domestic or foreign: (1) it has the requisite power and authority to execute and deliver this Subscription Agreement and the Partnership Agreement; (2) the person or entity signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute this Subscription Agreement and grant the power of attorney pursuant to which the General Partner will execute the Partnership Agreement on the Investor’s behalf; and (3) such execution and delivery do not, and the performance by the Investor of its obligations contemplated by this Subscription Agreement and the Partnership Agreement will not, violate, conflict with or cause the Investor to be in default under, the terms of the Investor’s charter, by-laws, memorandum, partnership agreement or similar governing document or any other agreement, instrument, lien or judgment, or any domestic or foreign law, regulation, permit or registration to which the Investor is a party or by which it or its assets is bound. This Subscription Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when and if the Investor is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Investor. The Investor has obtained all necessary consents, approvals and authorizations of government authorities and other persons or entities required to be obtained in connection with its execution and delivery of this Subscription Agreement and the Partnership Agreement and the performance of its obligations hereunder and thereunder.

(m) **Plan Investor Status; ERISA Partners; Self-Directed Plan Investors.** The Investor has indicated on Exhibit E hereto whether or not it is, or is acting on behalf of, a “Benefit Plan Investor” or an “Other Plan Investor,” in each case as such term is used in Exhibit E, and, if so, made certain other representations and warranties in such Exhibit E. Unless the Investor has indicated that it is an “ERISA Partner” on the signature page hereto, the Investor is not, and will not hereafter permit itself to become, a “benefit plan investor” as defined in Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”). If the Investor is not a Benefit Plan Investor as of the date hereof, the Investor shall promptly notify the General Partner in writing in the event it ever becomes, or there is a material likelihood that it will become, a Benefit Plan Investor. If the Investor is a “Plan Investor” as such term is used in Exhibit E, the Investor’s participants are not permitted to self-direct investments, unless the Investor (1) is investing for the account of an individual participant or owner of either a self-directed 401(k) plan or a self-directed “individual retirement account” within the meaning of Section 408(a) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) (a “401(k)/IRA Investor”), and (2) the Investor has indicated that it is a 401(k)/IRA Investor on the signature page hereto. If the Investor is a 401(k)/IRA Investor, the Interest shall, at all times after the purchase thereof by the Investor and prior to any transfer of such Interest pursuant to the terms of the Partnership Agreement, be beneficially owned solely by one individual (i.e., the participant or owner who directed the investment in the Interest).

(n) **FOIA Investors.** If the Investor is a FOIA Investor, the Investor has so indicated by checking the appropriate box on the signature page hereto. The Investor agrees that it shall promptly

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notify the General Partner if it becomes a FOIA Investor at any time subsequent to the date hereof. “**FOIA Investor**” shall mean any Investor that is (1) an entity that is directly or indirectly subject to either Section 552(a) of Title 5, United States Code (commonly known as the “**Freedom of Information Act**”) or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic; (2) an entity that is subject, by regulation, contract or otherwise, to disclose Partnership Information to a trading exchange or other market where interests in such entity are sold or traded, whether foreign or domestic; (3) a pension fund or retirement system for a government entity, whether foreign or domestic; (4) an entity who, by virtue of such Person’s (or any of its affiliate’s) current or proposed involvement in government office, is required to or will likely be required to disclose Partnership Information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic; (5) an agent, nominee, fiduciary, custodian or trustee for any Person described in clauses (1) through (4) above or (6) below where Partnership Information provided to or disclosed to such agent, nominee, fiduciary, custodian or trustee could at any time become available to such Person described in clauses (1) through (4) above or (6) below; or (6) an Investor that is itself an investment fund or other entity that has any entity described in clauses (1) through (4) above as a partner, member or other beneficial owner where Partnership Information provided to or disclosed to such Investor could at any time become available to such entity.

(o) **No View to Tax Benefits; No Borrowings.** The Investor is not acquiring the Interest with a view to realizing any benefits under United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor’s acquisition, ownership or disposition of the Interest. The Investor acknowledges that neither the Offering Materials nor this Subscription Agreement contain any disclosure concerning the tax aspects of the Partnership’s activities under the laws or regulations of any state, local, foreign, or other jurisdiction (other than United States federal income tax matters) and that the United States federal income tax matters summarized in the Offering Materials are general in nature, are not intended to apply, and likely will not apply, to any specific Investor in light of its particular circumstances and in many cases, are uncertain and subject to change. Accordingly, the Investor acknowledges that it has been advised to consult with its own tax advisor in connection with its decision to purchase the Interest. If the Investor is a “charitable remainder trust” within the meaning of Section 664 of the Code, the Investor has advised the General Partner in writing of such fact and the Investor acknowledges that it understands the risks, including specifically the tax risks, if any, associated with its investment in the Partnership. The Investor has not borrowed any portion of its contribution to the Partnership, either directly or indirectly, from the Partnership, the General Partner, or any affiliate of the foregoing.

(p) **Publicly Traded Partnership.** The following representations are included with the intention of enabling the Partnership to qualify for the benefit of a “safe harbor” under Treasury Regulations from treatment of the Partnership as an entity subject to corporate income tax. *Either:*

- (1) The Investor is not a partnership (including a limited liability company or foreign entity treated as a partnership for U.S. federal income tax purposes), grantor trust, or Subchapter S corporation for U.S. federal income tax purposes (a “**Flow-Through Entity**”), *or*
- (2) The Investor is a Flow-Through Entity, but (A) at no time prior to the final liquidation of the Partnership will 65% or more of the value of any beneficial owner’s direct or indirect interest in the Investor be attributable to the Investor’s interests in the Partnership, (B) less than 65% of the value of the Investor is attributable to the Investor’s interests in the Partnership, and (C) permitting the

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Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the Treasury Regulations is not a principal purpose of any beneficial owner of the Investor in investing in the Partnership through the Investor.

If the Investor is an entity disregarded as separate from its owner for U.S. federal income tax purposes (a “Disregarded Entity”) and the first direct or indirect beneficial owner of the Investor that is not a Disregarded Entity (the “Investor’s Owner”) is a Flow-Through Entity, the Investor represents and warrants that the representations in this Section 2(p) would be true if all references to “the Investor” were replaced with “the Investor’s Owner.” If the Investor is unable to make either of such representations, the Investor hereby agrees to provide the General Partner, prior to the effective date of the purchase of the Interest, with evidence (including opinions of counsel, if requested) satisfactory in form and substance to the General Partner relating to the status of the Partnership under Section 7704 of the Code.

(q) **Electing Investment Partnership.** The Investor acknowledges that the General Partner, on behalf of the Partnership, may make, in its absolute discretion, an election to have the Partnership be treated as an “electing investment partnership” for purposes of Section 743 of the Code. If the General Partner elects to have the Partnership treated as an “electing investment partnership,” the Investor shall cooperate with the General Partner to maintain that status and shall not take any action that would be inconsistent with the treatment of the Partnership as an electing investment partnership. Upon request, the Investor shall provide the General Partner with any information necessary to allow the Partnership to comply with (1) its obligations to make tax basis adjustments under Sections 734 or 743 of the Code or (2) its obligations as an electing investment partnership provided that the Investor has such information or can prepare or obtain such information without unreasonable effort or expense.

(r) **Partnership Counsel Does Not Represent the Investors.** The Investor understands that the General Partner has retained Proskauer Rose LLP (“Proskauer”) as counsel to the Partnership and the General Partner and has retained Richards, Layton and Finger, P.A. (“RLF”) as special Delaware counsel in connection with the formation of the Partnership and the offer and sale of limited partner interests in the Partnership and that the General Partner may retain Proskauer and/or RLF as counsel in connection with the management and operation of the Partnership, including, without limitation, making, holding or disposing of investments, or any dispute that may arise between the Investor or any other Limited Partner, on the one hand, and the General Partner and/or the Partnership on the other hand (the “Partnership Legal Matters”). The Investor acknowledges that Proskauer and RLF will not represent the Investor in connection with the formation of the Partnership and the offer and sale of limited partner interests in the Partnership, unless, subject to applicable law, the General Partner (or an affiliate) and the Investor otherwise agree and the Investor separately engages Proskauer or RLF. The Investor will, if it wishes counsel on any Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel (except as provided in 12.2 of the Partnership Agreement in connection with indemnification of a Limited Partner with which a member of the Advisory Board is associated) or as otherwise determined by a court of competent jurisdiction. The Investor acknowledges and agrees that: (1) Proskauer’s and RLF’s representation of the Partnership and/or the General Partner is limited to those specific matters with respect to which each has been retained and consulted by such entities; (2) Proskauer’s and RLF’s representation of the Partnership and/or the General Partner is not exclusive and other matters involving the General Partner and/or the Partnership may exist where neither Proskauer nor RLF have been retained or consulted and such matters could affect the General Partner, the Partnership, the Partnership’s investments, its portfolio companies, and/or their affiliates; (3) neither Proskauer nor RLF will monitor the Partnership, the General Partner or their affiliates’ compliance with the Partnership Agreement (including, the Partnership’s policies, investment program or other investment guidelines, restrictions and procedures set forth in the Partnership Agreement), or with applicable laws, rules or regulations, unless in each case, Proskauer or RLF has been

specifically retained to do so; (4) neither Proskauer nor RLF have investigated or verified the accuracy and completeness of any of the information set forth in the Offering Materials or in the due diligence materials made available to the Investor; and (5) other than as set forth in the opinions of counsel to be issued in connection with the closing of the Investor's interest in the Partnership, neither Proskauer nor RLF are providing any advice, representation, warranty or other assurance of any kind as to any matter to any limited partner of the Partnership.

(s) **Privacy Notice.** If the Investor is a natural person, grantor trust or 401k/IRA Investor, the Investor (i) acknowledges receipt of the notice attached hereto as Exhibit I regarding privacy of financial information under Regulation S-P, 17 C.F.R. 248.1 - 248.30 ("Regulation S-P"), adopted by the U.S. Securities and Exchange Commission, and agrees that the Interest is a financial product that the Investor has requested and authorized. In accordance with Section 14 of Regulation S-P, the Investor acknowledges and agrees that the Partnership may disclose nonpublic personal information of the Investor to the other Limited Partners, as well as to the Partnership's accountants, attorneys and other service providers as necessary to effect, administer and enforce the Partnership's and the Limited Partners' rights and obligations.

(t) **Anti-Money-Laundering.** The Investor acknowledges and agrees to the provisions set forth in 15.9 of the Partnership Agreement.

(u) **Investment Advisers Act Matters.** The Investor hereby agrees that the board or committee designated in the Partnership Agreement to provide U.S. Investment Advisers Act of 1940, as amended (the "Investment Advisers Act") approvals on such Investor's behalf or on behalf of the Partnership (i.e., the Advisory Board), including, without limitation, the matters specifically referred to in 3.7.2 of the Partnership Agreement, is appointed and authorized to do so on such Investor's behalf or on behalf of the Partnership.

(v) **Form ADV; Electronic Delivery.** The Investor acknowledges receipt of a copy of the Manager's Form ADV Part 2A at the time of or prior to the acceptance of the subscription hereby. The Investor agrees that until the completion of the liquidation of the Partnership or for so long as the Investor is a limited partner or investor in any private investment fund sponsored by the Manager, the Manager, the General Partner, and the Partnership may provide in any electronic medium (including via email or website access) any disclosure or document that is required by the Investment Advisers Act or any other applicable securities laws to be provided by such entity to its clients or that the Manager elects to deliver to Limited Partners or investors in any private investment fund sponsored by the Manager. The Investor may revoke such agreement to receive such documents via electronic medium at any time by written notice to the Manager specifying such revocation.

(w) **Status as a Non-U.S. Partner; Restricted Investor.** Unless the Investor has indicated otherwise on the Limited Partner signature page hereto, it is not a "Non-U.S. Partner" (as defined in the Partnership Agreement). Unless the Investor has indicated on the Limited Partner signature page hereto, the Investor is not a Restricted Investor. A "Restricted Investor" means an entity organized under the laws of the United States or any state, territory or possession of the United States of which more than 1% of the "capital stock" (as such term is used in Section 310(b) of the Communications Act of 1934, as amended, and has been interpreted by the U.S. Federal Communications Commission) is owned of record or voted by a Foreign Person¹. The Investor agrees that if the Investor determines that it is a Restricted

¹ A "Foreign Person" means any of the following: (1) a citizen of a country other than the United States, (2) an entity organized under the laws of a jurisdiction other than those of the United States or any state, territory or possession of the United States, (3) a government other than the government of the United States or of any state, territory or possession of the United States or (4) a Person controlled by any of the foregoing.

Investor, has become a Restricted Investor, or if the percentage of its “capital stock” that is owned of record or voted by Foreign Persons increases by 1% or more, after the date hereof, the Investor will immediately notify the General Partner in writing, including the percentage of its “capital stock” that is owned of record or voted by Foreign Persons. The term “capital stock” includes equity interests other than stock (e.g., limited partner interests).

(x) **New Issues and FINRA Matters.** The Investor has provided certain information in Exhibit F regarding its “restricted person” and “covered person” status for purposes of Financial Industry Regulatory Authority (“FINRA”) Rule 5130 (formerly NASD Conduct Rule 2790) and FINRA Rule 5131 and in Exhibit G regarding the Investor’s FINRA affiliations and associations, and the Investor represents and warrants that such information is true and accurate. The Investor understands and acknowledges that, in connection with the Partnership’s purchase of new issues (as defined in Rule 5130) or public offerings of Partnership portfolio companies and any representations the Partnership is required to make in connection therewith, the Partnership will be relying on the information contained in such Exhibit F and/or Exhibit G. The Investor agrees to promptly notify the Partnership in writing if any of the information contained in such Exhibit F or Exhibit G ceases to be true and accurate and to provide updated information with respect to the matters covered therein. Without limiting the generality of the foregoing, the Investor agrees to provide information regarding its “restricted person” and “covered person” status and FINRA associations and affiliations to the General Partner on an annual basis, to the extent requested by the General Partner. The Investor understands that failure to fully and accurately complete Exhibit F or failure to respond to a request for an annual update to such information may result in some or all of the Investor’s interest in the Partnership being treated as held by a Non-Exempt Restricted Person (as defined in Exhibit F) for purposes of Rule 5130 or by a Non-Exempt Covered Person (as defined in Exhibit F) for purposes of Rule 5131. The Investor further understands that to the extent it is a Non-Exempt Restricted Person or Non-Exempt Covered Person or an account or other non-natural person in which a Non-Exempt Restricted Person or Non-Exempt Covered Person has a “beneficial interest” (as defined in Exhibit F), or is treated as such, the Partnership may need to limit or restrict the Investor’s right to participate in allocations and/or distributions with regard to certain new issues purchased by the Partnership in order to comply with Rule 5130 or Rule 5131, and that the Partnership will make such determinations regarding the need and extent of such limitations or restrictions based on the information provided by the Investor in Exhibit F and updates thereto.

(y) **Nominees and Custodians; Trustees; Non-U.S. Entities.** If the undersigned is acting as a nominee or custodian for another person, entity, organization or governmental agency in connection with the purchase and holding of the Interest, the undersigned has so indicated on the signature page hereto. The representations and warranties contained in this Subscription Agreement and any other documents provided to the General Partner or the Partnership in connection with the Investor’s investment in the Partnership regarding the “Investor” are true and accurate with regard to the person, entity, organization or governmental agency for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Investor in the Exhibits hereto are true with respect to, and accurately describe, the person, entity, organization or governmental agency for which the undersigned is acting as nominee or custodian and the undersigned nominee or custodian has the full power and authority to make such representations on behalf of and execute binding agreements enforceable against such person, entity, organization or governmental agency. The person, entity, organization or governmental agency for which the undersigned is acting as nominee or custodian will not transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with Applicable Securities Laws and all of the applicable provisions of the Partnership Agreement as if such person, entity, organization or governmental agency were a direct Limited Partner of the Partnership and were transferring a direct limited partner interest in the Partnership. If the

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undersigned is acting as nominee or custodian for another person, entity, organization or governmental agency, the undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and the person, entity, organization or governmental agency for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Investor to purchase the Interest. If the undersigned is a trustee of a trust, all of the representations and warranties contained in this Subscription Agreement (and the Exhibits hereto) and any other documents provided to the General Partner or the Partnership in connection with the Investor's investment in the Partnership are true with respect to such trust, such trustee has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Partnership and the representations in Section 2(1) with respect to the power and authority of, and lack of conflicts with the governing documents of and other applicable agreements and laws binding upon the Investor, are made both by the Investor and such trustee, this Subscription Agreement has been duly executed on behalf of the Investor by such trustee, is binding against such trustee in such capacity and such trustee has obtained all necessary consents described in such Section 2(1). If the undersigned is a non-U.S. entity without separate legal personality under the laws of the jurisdiction of its formation (such as a Cayman Islands exempted limited partnership or a limited partnership formed under the laws of Guernsey, Jersey or England and Wales), the representations and warranties regarding the "Investor" in Section 2 and any other documents provided to the General Partner or the Partnership in connection with the Investor's investment in the Partnership are made on behalf of and regarding such non-U.S. entity by the person or entity (such as its general partner) that has the power and authority to act on behalf of or in trust of such non-U.S. entity and the representations in Section 2(1) with respect to the power and authority of, and lack of conflicts with the governing documents of and other applicable agreements and laws binding upon the Investor, are made by such applicable person or entity that has the power and authority to act on behalf of or in trust of such non-U.S. entity, both on behalf of itself and on behalf of and regarding such non-U.S. entity, this Subscription Agreement has been duly executed on behalf of such non-U.S. entity by such person or entity, is binding against such person or entity in such capacity and such person or entity has obtained all necessary consents described in such Section 2(1).

(z) **SEC Reporting.** In order to provide the information required to be reported by Manager on Form ADV Part 1 and/or Form PF, the Investor has indicated the categories set forth on Exhibit H hereto that describe the Investor by checking, or by causing its authorized representative(s) to check, the applicable boxes.

3. Closing and Capital Contributions. The closing (the "Closing") of the sale and purchase of the Interest shall take place on such date and time and at such place as shall be selected by the General Partner. The initial capital contribution associated with the Investor's Interest and each subsequent capital contribution to the Partnership shall be made by the Investor in such installments and on such dates as the General Partner may from time to time request in accordance with and subject to the provisions of the Partnership Agreement.

4. Agreements with Other Limited Partners. The General Partner represents that each other Limited Partner has or will execute and deliver a subscription agreement substantially similar in all material respects to this Subscription Agreement (except as to the amount to be invested in the Partnership and the answers on the signature page and Exhibits hereto), with such changes that the General Partner determines are appropriate to reflect the legal form, regulatory requirements or other particular characteristics of such Limited Partner. The Investor has not altered or otherwise revised this Subscription Agreement in any manner from the version initially received by the Investor. The purchases of the Interest by the Investor and limited partner interests in the Partnership by the other Limited Partners are to be separate purchases from the Partnership and the sales of the Interest to the Investor and limited partner interests in the Partnership to the other Limited Partners are to be separate sales by the Partnership. This Subscription Agreement and such other subscription agreements are sometimes collectively referred to herein as the “Subscription Agreements.”

5. Amendments. Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Investor and the General Partner.

6. Reduction or Rejection of Subscription; Revocation.

(a) The Investor acknowledges that the subscription for the Interest contained herein may be rejected by, or the amount that the Investor desires to commit to the Partnership may be reduced by, the General Partner, in either case in the General Partner’s sole discretion at any time prior to the Closing.

(b) If the General Partner rejects the Investor’s subscription in full pursuant to this Section 6, the Investor shall be relieved of all further obligations under this Subscription Agreement, provided that, to the fullest extent permitted by law, Section 11 shall survive and continue to be binding on the Investor and the Investor shall, at the request of the General Partner, return all Offering Materials and due diligence materials provided to the Investor or certify as to their destruction.

7. Additional Investor Information. The Investor understands that the information provided in this Subscription Agreement (including the Exhibits hereto and any other documents provided by the Investor to the Partnership or the General Partner in connection with its investment in the Partnership) will be relied upon by the Partnership and the General Partner, including without limitation for the purpose of determining the eligibility of the Investor to purchase or hold the Interest, for the purpose of making any required filings pursuant to Applicable Securities Laws and the Investment Advisers Act, for the purpose of determining the Partnership’s eligibility to invest in prospective Portfolio Companies, for the purpose of providing any necessary notice to, or obtaining any necessary approval or consent from, a Governmental Authority related to the Partnership’s investment in a Portfolio Company, and for the purpose of making representations in connection with the Partnership’s investments. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase or hold the Interest, for the purpose of making any required filings pursuant to Applicable Securities Laws or the Investment Advisers Act or to make representations in connection with the Partnership’s investments in Portfolio Companies, provided that the Investor has such information or can prepare or obtain such information without unreasonable effort or expense. In addition to the Investor’s agreement to provide updated information pursuant to Section 2(x) or 8, the Investor will furnish to the Partnership, upon request, any other information about the Investor reasonably determined by the General Partner to be necessary or convenient for the Partnership’s investment in a Portfolio Company or for the formation, operation, dissolution, winding-up or termination of the Partnership so as to permit the General Partner to evaluate and comply with any regulatory and tax requirements applicable to the Partnership or proposed investments of the Partnership, provided that the

Investor has such information or can prepare or obtain such information without unreasonable effort or expense.

8. Indemnity. The Investor represents and agrees that the information provided in this Subscription Agreement (including the Exhibits hereto) and any other documents provided by the Investor to the Partnership or the General Partner in connection with its investment in the Partnership regarding the Investor is true and correct as of the date of this Subscription Agreement and will be true and correct as of the Closing and as of the date of the Investor's admission to the Partnership as a Limited Partner. Without limiting the generality of the foregoing, if there should be any material change in the information provided herein regarding the Investor, the Investor will furnish revised or corrected information to the General Partner in writing as promptly as practicable. The representations and warranties made by the Investor shall survive the Closing and any investigation made by the Partnership or the General Partner. Unless otherwise agreed by the General Partner in writing, to the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership, the General Partner, the Manager and any director, officer, partner, member, manager, employee, or agent of any such party against any loss, damage, or liability due to or arising out of a breach of any representation or warranty of the Investor contained in this Subscription Agreement (including the Exhibits hereto) or in any other documents provided by the Investor to the Partnership or the General Partner in connection with the Investor's investment in the Partnership. Notwithstanding that any representations or warranties made by a nominee, custodian, trustee or person or entity that has the power and authority to act on behalf of or in trust of an Investor without separate legal personality are made on behalf of the Investor, such indemnity applies to any such nominee, custodian, trustee or other person or entity if such nominee, custodian, trustee or other person or entity has breached the representations in Section 2(l) or 2(y).

9. Withholding Forms. The Investor represents, warrants and agrees (for the benefit of the Partnership and of any person or entity who participated in the offer or sale of the Interest) that it will provide in a timely manner a properly completed U.S. Internal Revenue Service Tax Form W-8BEN, W-8BEN-E, W-8IMY, W-8EXP or W-8ECI (each, a foreign person certificate) or W-9 (a U.S. person certificate), as appropriate, and to the extent the Investor has provided a W-8IMY, the Investor represents, warrants and agrees that it will provide properly completed withholding certificates for its beneficial owners. The Investor acknowledges that the General Partner will rely on the Investor's foreign person certificate or U.S. person certificate for country and state withholding and residency information, as well as the address that the General Partner will use on the face of the Schedule K-1 issued from the Partnership. The Investor shall (a) promptly inform the General Partner of any change in such information and (b) furnish to the Partnership a new properly completed and executed IRS Form W-9, or appropriate IRS Form W-8 (and any accompanying required documentation), as applicable, as may be reasonably requested from time to time by the General Partner and as may be required under the Internal Revenue Service instructions to such forms, the Code or any applicable Treasury Regulations. The Investor shall cooperate with the General Partner to provide in a timely manner any other information, form, disclosure, certification or documentation that the General Partner may reasonably request (including, without limitation, any information requested pursuant to FATCA) in order to maintain appropriate records and provide for withholding amounts, if any, relating to the Investor's interest in the Partnership, or otherwise as the General Partner reasonably determines to be necessary for the conduct of the Partnership's affairs. In the event that the Investor fails to provide any such information regarding U.S. tax withholding, the General Partner, the Partnership, the Manager and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their affiliates shall have no obligation or liability to the Investor with respect to any tax matters or obligations that may be assessed against the Investor or its beneficial owners as a consequence of such failure. The Investor expressly acknowledges that such tax forms and withholding information may be provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any

withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner. In addition, the Investor consents to the use of any information provided by the Investor for purposes of complying with FATCA.

10. Execution of Partnership Agreement; Power of Attorney; AIVs. The Investor hereby (a) confirms the power of attorney granted in 14.8.1 of the Partnership Agreement as if such power of attorney were set forth in full herein and (b) constitutes and appoints the General Partner and the GP LLC or any one or more of their partners, directors, officers and shareholders from time to time, acting singly and with full power of substitution, as such Investor's true and lawful representative and attorney-in-fact, in such Investor's name, place and stead, to execute, sign, acknowledge and deliver a counterpart signature page to the Partnership Agreement on behalf of such Investor and, with respect to any AIVs formed pursuant to the Partnership Agreement, to execute, sign, acknowledge and deliver a counterpart signature page to the relevant governing documents necessary to cause the Investor to participate in such AIVs in the manner contemplated by the Partnership Agreement and the Investor's side letter, if any. The Investor is fully aware that the Investor has executed this power of attorney, and that the General Partner and each Partner will rely on the effectiveness of such powers in concluding that such Investor is bound by, and subject to, the Partnership Agreement. The Investor agrees to execute such other documents as the General Partner may reasonably request in order to give effect to the intention and purposes of the power of attorney contemplated by 14.8.1 of the Partnership Agreement and this Section 10.

11. Confidentiality. The Investor acknowledges and agrees to the provisions on the use and disclosure of Partnership Information set forth in 14.8.7 of the Partnership Agreement as subject to the Investor's side letter, if any. The Investor hereby confirms that it will not use any Partnership Information it receives for any purpose other than monitoring, evaluating and protecting its investment in the Partnership.

12. Election to Participate in Main Fund or Parallel Fund, and Blocker Corporation and Related Elections. Investors have the opportunity to purchase a limited partner interest in either the Main Fund or the Parallel Fund. AN INVESTOR THAT PURCHASES A LIMITED PARTNER INTEREST IN THE PARALLEL FUND MAY REALIZE RETURNS LOWER THAN IF THE INVESTOR ELECTED TO PURCHASE A LIMITED PARTNER INTEREST IN THE MAIN FUND.

(a) Main Fund. The General Partner will cause each ECI Blocker Partner, FIRPTA Blocker Partner and UBTI Blocker Partner to participate in each applicable Portfolio Company through one or more Blocker Corporations. In addition, an Investor that is an ECI Blocker Partner or UBTI Blocker Partner may elect to be treated as a Low-Vote Blocker Shareholder. The Investor should indicate on the Limited Partner Signature Page if it elects to be treated as a UBTI Blocker Partner, ECI Blocker Partner, FIRPTA Blocker Partner and/or Low-Vote Blocker Shareholder.

(b) Parallel Fund. The General Partner will cause each FIRPTA Blocker Partner to participate in each applicable Portfolio Investment through a FIRTPA Blocker Corporation. In addition, an Investor may elect to be treated as a Low-Vote Blocker Shareholder. The Investor should indicate on the Limited Partner Signature Page if it elects to be treated as a FIRPTA Blocker Partner and/or a Low-Vote Blocker Shareholder.

13. General. This Agreement (a) shall be binding upon the Investor and the personal representatives and permitted assigns of the Investor, (b) shall survive the admission of the Investor as a Limited Partner of the Partnership, (c) to the fullest extent permitted by law, shall not be assignable by the Investor without the written consent of the General Partner and (d) shall, if the Investor consists of more than one person and/or entity, be the joint and several obligation of all such persons or entities. Two or

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more duplicate originals of this Subscription Agreement may be executed by the undersigned and accepted by the General Partner, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Subscription Agreement shall be governed by and construed under the internal laws of the State of Delaware without regard to any conflicts of law provisions. UNLESS OTHERWISE AGREED BY THE GENERAL PARTNER IN WRITING, THE INVESTOR AND THE GENERAL PARTNER, ON BEHALF OF ITSELF AND THE PARTNERSHIP, IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST THE GENERAL PARTNER, THE GP LLC, THE MANAGER (OR THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES OR CONSULTANTS, IN THEIR CAPACITY AS SUCH OR IN ANY RELATED CAPACITY) OR THE PARTNERSHIP, IN ANY WAY RELATING TO THE PARTNERSHIP, ANY ALTERNATIVE INVESTMENT VEHICLE, THIS SUBSCRIPTION AGREEMENT, THE OFFERING MATERIALS OR ANY SIDE LETTER BETWEEN THE GENERAL PARTNER AND THE INVESTOR. Any term or provision of this Subscription Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Subscription Agreement or affecting the validity or enforceability of any of the terms or provisions of this Subscription Agreement in any other jurisdiction. Captions and headings in this Subscription Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[THE INVESTOR MUST COMPLETE THE
FOLLOWING SIGNATURE PAGE AND EXHIBITS]

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**Ridgemont Equity Partners II, L.P.
Ridgemont Equity Partners II-B, L.P.
Limited Partner Signature Page**

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement for the purchase of a limited partner interest in Ridgemont Equity Partners II, L.P. or Ridgemont Equity Partners II-B, L.P. Upon acceptance by the General Partner and the consummation of the Closing, the undersigned shall be admitted as a limited partner of the applicable Partnership and hereby authorizes the General Partner to execute the applicable Partnership Agreement on its behalf pursuant to its power of attorney.

SUBSCRIPTION

\$ 50,000,000
Amount of Capital Commitment

Check the box next to the Partnership for which the undersigned is purchasing a limited partner interest (check only one box):

Ridgemont Equity Partners II, L.P.

Ridgemont Equity Partners II-B, L.P.

Commonwealth of Pennsylvania
State Employees' Retirement System
Print or Type Name of Investor

By (Sign): 

Name (Print): David R. Fillman

Title (Print): Chairman

Typed or printed address of Investor:
30 N. 3rd Street, Suite 150
Harrisburg, PA 17101-1716

Investor's Social Security or Federal Tax Identification Number:
[REDACTED]

Check the following box if the party signing this document is acting as a nominee or custodian for another person or entity.

Check the following box if, to the knowledge of the Investor, the Investor is controlled by, controls or is under common control with any other limited partner of the Partnership.

If the Investor checks the box above, please attach a supplemental sheet that identifies the other Limited Partner and describes the relationship between the Investor and such other limited partner.

Check the following box if the Investor consents to the receipt of annual updates and changes to the Partnership's "privacy policy" described in Section 2(s) above via e-mail or web site.

Check the following box if the number of persons who will be considered beneficial owners of securities of the Partnership for purposes of Section 3(c)(1) of the Investment Company Act as a result of the Investor's ownership of the Interest will be more than one. Number of beneficial owners: _____

The Investor is a "Restricted Investor" as such term is defined in Section 2(w) of this Subscription Agreement.

If true, please check here:

Check the following box if the Investor is an "investment company" within the meaning of the Investment Company Act or an entity that would be an "investment company" but for the exception provided for in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

Exception relied upon (if any): _____

Type of Entity (e.g., individual, corporation, estate, trust, partnership, exempt organization, nominee, custodian):
State Government Pension Plan

The Investor is a "FOIA Investor" as such term is defined in Section 2(n) of this Subscription Agreement.

If true, please check here:

The Investor is an "ERISA Partner" for purposes of the Partnership Agreement.

If true, please check here:

The Investor is a "401(k)/IRA Investor" as such term is defined in Section 2(m) of this Subscription Agreement.

If true, please check here:

The Investor is a "Non-U.S. Partner" for purposes of the Partnership Agreement.

If true, please check here:

The Investor is a "Tax-Exempt Partner" for purposes of the Partnership Agreement.**

If true, please check here:

** PA SERS relies on Section 115 of the IRC for its tax exempt status.
The Investor is a "Foundation Partner" for purposes of the Partnership Agreement.

If true, please check here:

The Investor is a "Restricted Person" for purposes of the Partnership Agreement.

If true, please check here:

The Investor is a "BHC Partner" for purposes of the Partnership Agreement.

If true, please check here:

The Investor is a "Public Plan Partner" for purposes of the Partnership Agreement.

If true, please check here:

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**Blocker Elections pursuant to Section 12 of this
Subscription Agreement:**

For investors in Ridgemont Equity Partners II, L.P.

- UBTI Blocker Partner,
- ECI Blocker Partner
- FIRPTA Blocker Partner
- Low-Vote Blocker Shareholder

For investors in Ridgemont Equity Partners II-B, L.P.

- FIRPTA Blocker Partner
- Low-Vote Blocker Shareholder

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RIDGEMONT EQUITY PARTNERS II, L.P.

RIDGEMONT EQUITY PARTNERS II-B, L.P.

INVESTOR INFORMATION SHEET

Name of investing entity: Commonwealth of Pennsylvania State Employees' Retirement System

Fed wire instructions for free cash transfers:

Bank Name:	SEE ATTACHED DELIVERY INSTRUCTIONS
ABA#/SWIFT#:	
Account Name:	
Account Number:	
Contact Name:	
For Further Credit to Account Name:	
For Further Credit to Account Number:	

DTC delivery instructions for in-kind distributions:

Bank Name:	SEE ATTACHED DELIVERY INSTRUCTIONS
DTC#:	
Account Name:	
Account Number:	
Agent Bank:	
Institution ID:	

Primary contact person (to receive all correspondence, including financial statements, capital calls and distribution notices, in-kind distribution notices, tax information, information related to annual meetings, general correspondence and legal documents). *This address will be included in the books and records of the Partnership and will be used for purposes of providing notice to the Investor:*

Name:	SEE ATTACHED CORRESPONDENCE CHART
Phone Number:	
Fax Number:	
E-mail Address:	
Address:	

Secondary contact person (to receive all correspondence):

Name:	SEE ATTACHED CORRESPONDENCE CHART
Phone Number:	
Fax Number:	
E-mail Address:	

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Address:	
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Legal contact person (to receive all legal documents):

Name:	SEE ATTACHED CORRESPONDENCE CHART
Phone Number:	
Fax Number:	
E-mail Address:	
Address:	

If the investing entity is an investor in any of the other funds affiliated with the Manager, the contact and other information for the investing entity with respect to those funds will be updated based on the above information unless this box is checked.

Please note that if any information is requested to be delivered to a party other than the Investor, the General Partner will retain sole discretion over whether such additional party may receive the information and/or whether such additional party may be required to execute a confidentiality agreement in connection therewith.

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ACCEPTANCE OF SUBSCRIPTION


RIDGEMONT EQUITY PARTNERS II, L.P.

RIDGEMONT EQUITY PARTNERS II-B, L.P.

The foregoing Subscription Agreement is hereby accepted by the undersigned as of the acceptance date listed below:

Ridgemont Equity Management II, L.P.,
for itself and on behalf of the applicable Partnership

By: Ridgemont Equity Management II, LLC,
its general partner

By: 
Name: Edward A. Balogh, Jr.
Title: Member

Date of Acceptance: October 16, 2015

Amount of capital commitment accepted by the General Partner (if less than the amount set forth on the Investor's signature page above as permitted by Section 6): \$ _____

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

ACCREDITED INVESTOR STATUS

The Investor hereby represents and warrants, pursuant to Section 2(h) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or initialed or otherwise indicated that each such category describes the Investor).

**[SIGN BELOW THE CATEGORY OR CATEGORIES THAT
DESCRIBE(S) THE INVESTOR]**

1. The Investor is a natural person (or a 401(k)/IRA Investor directed by and for the benefit of a single natural person) whose net worth,¹ either individually or jointly with such person's spouse, at the time of such person's purchase, exceeds \$1,000,000.

2. The Investor is a natural person (or a 401(k)/IRA Investor directed by and for the benefit of a single natural person) who had individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in the previous two calendar years and reasonably expects to reach the same income level in the current calendar year.

3. The Investor is a corporation, partnership, limited liability company or other organization described in Section 501(c)(3) of the Code, or Massachusetts or similar business trust, not formed for the specific purpose of acquiring the Interest, with total assets in excess of \$5,000,000.

4. The Investor is an entity which falls within one of the following categories of accredited investor set forth in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"):

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

¹ In calculating the Investor's net worth: (i) the Investor's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the Investor's primary residence, up to the estimated fair market value of the primary residence at the time of the Closing, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the Closing exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the Investor's primary residence in excess of the estimated fair market value of the primary residence at the time of the Closing shall be included as a liability. In calculating the Investor's joint net worth with the Investor's spouse, the Investor's spouse's primary residence (if different from the Investor's) and indebtedness secured by such primary residence should be treated in a similar manner.

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

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

(d) 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.

(e) 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.

(f) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such a plan has total assets in excess of \$5,000,000.

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(g) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940, as amended.

(h) An employee benefit plan within the meaning of Title I of ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons or entities that are accredited investors as described in one or more of the categories set forth in items 1 through 4 of this Exhibit A.

(i) A trust, with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the Interest, whose purchase is directed by a "sophisticated person" (meaning a person that has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Partnership).

5. The Investor is a revocable grantor trust, and (a) each grantor of the trust has the power to revoke the trust at any time and regain title to the trust assets, (b) the grantors may amend the trust at any time and (c) each grantor is an accredited investor as described in one or more of the categories set forth

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in items 1 through 4 above. If the Investor is described by this item 5, the Investor should describe the circumstances under which the trust may be revoked and amended by the grantor(s).

Circumstances under which the trust is revocable and may be amended:

6. The Investor is an entity (other than a trust) in which all of the equity owners are accredited investors as described in one or more of the categories set forth in items 1 through 4 of this Exhibit A. Beneficiaries of a trust are not considered equity owners for these purposes.

QUALIFIED PURCHASER STATUS

The Investor hereby represents and warrants, pursuant to Section 2(h) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or initialed or otherwise indicated that each such category describes the Investor).

**[SIGN BELOW THE CATEGORY OR CATEGORIES THAT
DESCRIBE(S) THE INVESTOR]**

In order to complete the following information you should read all pages of this Exhibit B for information regarding the definition of "Investments" and for information regarding the valuation of "Investments."

1. The Investor is a natural person¹ (or a 401(k)/IRA Investor directed by and for the benefit of a single natural person) who owns \$5,000,000 or more in Investments². In making this determination, subtract the amount of any outstanding indebtedness incurred to make the Investments².

2. The Investor (a) is a "company"³ (a "Family Company") that owns \$5,000,000 or more in Investments² and that is "owned" directly or indirectly by or for two or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons ("Qualifying Family Members"), (b) is not a "company" that is excluded from the definition of "qualified purchaser" under the Investment Company Act of 1940, as amended (the "Investment Company Act") and the rules and regulations thereunder because of Section 2(a)(51)(C) of the Investment Company Act⁴ and (c) was not formed for the specific purpose of investing in the Partnership. In making this determination, subtract the amount of any outstanding indebtedness incurred by the Family Company or any of its owners to make the Investments² held by the Family Company. If the Investor is a trust, all present and future, vested and contingent, economic interests in the assets of such trust are held exclusively by Qualifying Family Members.

¹ Spouses who will hold a joint, community property or other similar shared ownership interest in the Partnership are treated as a single individual investor for purposes of this Exhibit B. See "Joint Investments" on page B-4 of this Exhibit B.

² The term Investments is defined in Rule 2a51-1 under the Investment Company Act.

³ Section 2(a)(8) of the Investment Company Act defines "company" as a corporation, partnership, association, joint-stock company, trust, fund, or any organized group of persons whether incorporated or not; or any receiver, trustee in a case under Title 11 of the United States Code, or similar official, or any liquidating agent for any of the foregoing, in his capacity as such.

⁴ Under Section 2(a)(51)(C) of the Investment Company Act, the term "qualified purchaser" does not include a company that, but for the exceptions provided for in paragraph (1) or (7) of Section 3(c) of the Investment Company Act, would be an investment company (an "excepted investment company"), unless all beneficial owners of its outstanding securities (other than short-term paper), determined in accordance with Section 3(c)(1)(A) of the Investment Company Act, that acquired such securities on or before April 30, 1996 ("pre-amendment beneficial owners"), and all pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of any excepted investment company that, directly or indirectly, owns any outstanding securities of such excepted investment company, have consented to its treatment as a qualified purchaser. See Section 2(a)(51)(C) of the Investment Company Act and Rule 2a51-2 under the Investment Company Act regarding this consent requirement.

Proprietary and Confidential

3. The Investor is a trust (a) that is not covered by item 2 above, (b) that was not formed for the specific purpose of investing in the Partnership, (c) whose trustee or other person authorized to make decisions with respect to the trust is a Qualified Purchaser (as described in item 1, 2 or 4 of this Exhibit B) and of which each settlor and each other person who has contributed assets to the trust was, as of at least one time at which such settlor or other person contributed assets to the trust, a Qualified Purchaser (as described in item 1, 2 or 4 of this Exhibit B), and (d) that is not excluded from the definition of "qualified purchaser" under the Investment Company Act and the rules and regulations thereunder because of Section 2(a)(51)(C) of the Investment Company Act⁴. In making this determination, subtract the amount of any outstanding indebtedness incurred to make the Investments².

4. The Investor (a) is acting for its own account or the accounts of other Qualified Purchasers⁵, (b) in the aggregate, owns and invests on a discretionary basis \$25,000,000 or more in Investments², (c) is not a "company" that is excluded from the definition of "qualified purchaser" under the Investment Company Act and the rules and regulations thereunder because of Section 2(a)(51)(C) of the Investment Company Act⁴, and (d) was not formed for the specific purpose of investing in the Partnership. In making this determination, subtract the amount of any outstanding indebtedness incurred to make the Investments².

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5. The Investor (a) is a "Qualified Institutional Buyer" within the meaning of paragraph (a) of Rule 144A of the Securities Act of 1933, as amended ("Rule 144A"), acting for its own account⁶, the account of another Qualified Institutional Buyer, or the account of a Qualified Purchaser⁵, and (b) if the Investor is a dealer described in paragraph (a)(1)(ii) of Rule 144A, the Investor owns and invests on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the Investor. In making these determinations, the Investor must subtract the amount of any outstanding indebtedness incurred to make the Investments².

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6. The Investor is a "company" (other than a trust) and each beneficial owner of the Investor's securities is a Qualified Purchaser, as described in items 1, 2, 3, 4 or 5 above.

⁵ See items 1, 2, 3, 4 and 5 of this Exhibit B to determine whether such person or persons is a Qualified Purchaser.

⁶ A plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan (except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan).

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Definitions

The following definitions and summary of the applicable sections of the Investment Company Act and the rules and regulations thereunder are provided for the Investor's information and are designed to assist the Investor in determining whether the Investor is a Qualified Purchaser. Although the definition of Investments under the Investment Company Act includes most of what are ordinarily considered "investments" or "securities" (but excludes assets such as jewelry, artwork, antiques and other similar collectibles), issues may arise as to whether a particular holding falls within the definition. The Investor is strongly encouraged to consult its own legal advisors for guidance on these issues and with respect to its status as a Qualified Purchaser.

Types of Investments. As defined in Rule 2a51-1 under the Investment Company Act, the term "Investment" includes the investments described below. See the accompanying footnotes for more complete definitions.

- (a) Cash and cash equivalents (including foreign currency) held for investment purposes, including bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes, and the net cash surrender value of an insurance policy.
- (b) Securities⁷.
- (c) Real estate held for investment purposes (which generally does *not* include a place of business used by the Investor or the Investor's family or a personal residence used by the Investor or the Investor's family).
- (d) Commodity futures contracts, options on commodity futures contracts, and options on physical commodities (each, a "Commodity Interest") traded on or subject to the rules of a major commodities exchange⁸, and held for investment purposes.
- (e) Physical commodities such as gold or silver with respect to which a Commodity Interest is traded on a major commodities exchange⁸ and which are held for investment purposes.
- (f) Financial contracts⁹, including swaps and similar contracts entered into for investment purposes.
- (g) If the Investor is either (1) a company excluded from the definition of an investment company under Section 3(c)(7) of the Investment Company Act, (2) a company that would be an investment company but for the exclusion provided by Section 3(c)(1) of the Investment Company Act, or (3) a commodity pool, any amounts payable to the 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 Investor's demand.

⁷ The term "securities" is defined in section 2(a)(1) of the Securities Act of 1933, as amended (the "Securities Act"); however, the term "securities" does not include securities of an issuer that controls, is controlled by, or is under common control with the Investor, unless the issuer of such securities is: (a)(1) an investment company within the meaning of the Investment Company Act, (2) a company that would be an investment company but for the exclusions provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Rule 3a-6 or Rule 3a-7 under the Investment Company Act, or (3) a commodity pool; (b) a public company which (1) files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, or (2) has a class of securities that are listed on a "designated offshore securities market" as such term is defined by Regulation S under the Securities Act; or (c) a company with shareholders' equity of not less than \$50 million (as determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Investor acquires its interest in the Partnership.

⁸ Any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder or any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

⁹ As defined in Section 3(c)(2)(B)(ii) of the Investment Company Act.

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Valuation. An Investment should be valued at its fair market value as of the most recent practicable date or its cost, provided that Commodity Interests should be valued at the initial margin or option premium deposited in connection with such Commodity Interests. Any amount of outstanding indebtedness incurred to acquire or for the purpose of acquiring the Investment must be deducted from the value or cost of such Investment.

Retirement Plans and Trusts. If the Investor is a natural person, the Investor may include as Investments any otherwise qualifying Investments held in an individual retirement account or similar account in which those Investments are held for the benefit of and directed by the Investor.

Joint Investments. If the Investor is a natural person, the Investor may include as Investments any otherwise qualifying Investments held jointly with the Investor's spouse, or in which the Investor and the Investor's spouse share a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment are Qualified Purchasers, there may be included in the amount of each spouse's Investments any otherwise qualifying Investments owned by the other spouse (whether or not such Investments are held jointly). In each case, the amount of any such Investments should be reduced by any outstanding indebtedness incurred by either spouse to acquire or for the purposes of acquiring them.

Investments by Subsidiaries. The amount of Investments owned by the Investor for purposes of item 4 may include otherwise qualifying Investments owned by the Investor's majority-owned subsidiaries and otherwise qualifying Investments owned by a "company"³ ("Parent Entity") of which the Investor is a majority-owned subsidiary, or by a majority-owned subsidiary of the Investor and other majority-owned subsidiaries of the Parent Entity.

INVESTMENT ADVISERS ACT STATUS

The Investor hereby represents and warrants, pursuant to Section 2(h) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or has initialed or otherwise indicated that each such category describes the Investor).

**[SIGN BELOW THE CATEGORY OR CATEGORIES THAT
DESCRIBE(S) THE INVESTOR]**

I. Natural Persons

1. The Investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person) that is making a commitment to the Partnership of at least \$1,000,000 or immediately after entering into the attached Subscription Agreement has at least \$1,000,000 under the management of Manager.

2. The Investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person) that immediately prior to entering into the attached Subscription Agreement either (a) has a net worth (together, in the case of a natural person, with assets held jointly with such person's spouse) of more than \$2,000,000¹ or (b) is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act (see Exhibit B to the attached Subscription Agreement for further information on the definition of a "qualified purchaser").

3. The Investor is a natural person who immediately prior to entering into the attached Subscription Agreement is either (a) an executive officer, director, trustee, general partner, or person serving in a similar capacity of Manager or (b) an employee of Manager (other than an employee performing solely clerical, secretarial or administrative functions) who, in connection with his or her functions or duties, participates in the investment activities of Manager and has been performing such functions or duties for or on behalf of Manager or substantially similar functions or duties for or on behalf of another company for at least the past twelve (12) months.

¹ In calculating the Investor's net worth: (i) the Investor's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the Investor's primary residence, up to the estimated fair market value of the primary residence at the time of the Closing, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the Closing exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the Investor's primary residence in excess of the estimated fair market value of the primary residence at the time of the Closing shall be included as a liability. In calculating the Investor's joint net worth with the Investor's spouse, the Investor's spouse's primary residence (if different from the Investor's) and indebtedness secured by such primary residence should be treated in a similar manner.

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4. The Investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person) but is *not* described in any of the categories set forth in items 1-3 above.

If the investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person), the Investor may skip Parts II and III below.

II. Entities

1. The Investor is a company² that is making a commitment to the Partnership of at least \$1,000,000 or immediately after entering into the attached Subscription Agreement has at least \$1,000,000 under the management of Manager.

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2. The Investor is a company³ that immediately prior to entering into the attached Subscription Agreement either (a) has a net worth of more than \$2,000,000 or (b) is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act (see Exhibit B to the attached Subscription Agreement for further information on the definition of a “qualified purchaser”).

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III. Look-Through Entities

1. The Investor is (a) a “private investment company³,” (b) an investment company registered under the Investment Company Act or (c) a “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act (each entity described in (a), (b) or (c) a “Look Through Entity”).

2. The Investor is not a Look Through Entity.

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If the investor is not a “Look Through Entity” described in item 1 of Part III above, the Investor may skip items 3 and 4 below.

² Section 202(a)(5) of the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”), defines “company” as a corporation, a partnership, an association, a joint-stock company, a trust, or any organized group of persons, whether incorporated or not; or any receiver, trustee in a case under Title 11 of the United States Code, or similar official, or any liquidating agent for any of the foregoing, in his capacity as such, but does not include a company that is required to be registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”), but is not registered.

³ Rule 205-3(d)(3) of the Advisers Act defines “private investment company” as a company¹ that would be defined as an investment company under Section 3(a) of the Investment Company Act but for the exception provided from that definition by Section 3(c)(1) of the Investment Company Act.

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3. The Investor is a Look Through Entity and each equity owner of the Investor (each an "Investor Equity Owner") (a) is a "qualified client" by virtue of the fact that each Investor Equity Owner is described in item 1 or 2 of Part I or in item 1 or 2 of Part II of this Exhibit C (including by virtue of an indirect commitment to the Partnership through another entity of at least \$1,000,000 or having \$1,000,000 under the management of the Manager) and (b) no Investor Equity Owner is a Look Through Entity.

4(a). If the Investor is a Look Through Entity *and* any Investor Equity Owner is also Look-Through Entity, then each Investor Equity Owner that is not a Look Through Entity and each equity owner of any Investor Equity Owner that is a Look Through Entity (looking through each successive Look Through Entity until no direct or indirect equity owner is a Look Through Entity) is a "qualified client" by virtue of the fact that each such equity owner is described in item 1 or 2 in Part I or in item 1 or 2 of Part II of this Exhibit C (including by virtue of an indirect commitment to the Partnership through another entity of at least \$1,000,000 or having \$1,000,000 under the management of the Manager).

4(b). If the Investor is a Look Through Entity *and* any Investor Equity Owner is also Look-Through Entity, then the Investor is *not* a "qualified client" because one or more Investor Equity Owners that is not a Look Through Entity or one or more equity owners of any Investor Equity Owner that is a Look Through Entity (looking through each successive Look Through Entity until no direct or indirect equity owner is a Look Through Entity) is *not* a "qualified client" described in item 1 or 2 in Part I or in item 1 or 2 of Part II of this Exhibit C.

U.S. PERSON STATUS

The Investor hereby represents and warrants, pursuant to Section 2(h) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or initialed or otherwise indicated that each such category describes the Investor).

**[SIGN BELOW THE CATEGORY OR CATEGORIES THAT
DESCRIBE(S) THE INVESTOR]**

1. The Investor falls within one of the following categories of a "U.S. Person" set forth in Rule 902(k) of Regulation S under the Securities Act of 1933, as amended (the "Securities Act"):

(a) A natural person resident in the United States of America, its territories and possessions, any state of the United States, or the District of Columbia (the "United States").

(b) A partnership or corporation organized or incorporated under the laws of the United States.

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(c) An estate of which any executor or administrator is a U.S. Person, unless, in the case of an estate of which any professional fiduciary acting as executor or administrator is a U.S. Person, the estate is governed by laws of a jurisdiction other than the United States and an executor or administrator who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate.

(d) A trust of which any trustee is a U.S. Person, unless, in the case of a trust of which any professional fiduciary acting as trustee is a U.S. Person, a trustee who is not a U.S. 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 U.S. Person.

(e) An agency or branch of a non United States entity located in the United States.

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(f) A 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 U.S. Person.

(g) A 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 unless such account is held for the benefit or account of a non-U.S. Person.

(h) A partnership or corporation (1) organized or incorporated under the laws of any jurisdiction other than the United States, and (2) 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 Regulation D of the Securities Act) who are not natural persons, estates or trusts.

2. The Investor (a) (1) is located outside the United States, (2) is a branch or agency of a U.S. Person, (3) operates for valid business reasons, (4) is engaged in the business of insurance or banking and (5) is subject to substantive insurance or banking regulation in the jurisdiction where it is located, (b) is not acquiring the Interest for the account or benefit of any U.S. Person and (c) executed the attached Subscription Agreement outside of the United States, and no offer to purchase the Interest was made to the Investor in the United States.

3. The Investor (a) is an employee benefit plan established and administered in accordance with the law of a country other than the United States and the customary practices and documentation of such country, (b) is not acquiring the Interest for the account or benefit of any U.S. Person and (c) executed the attached Subscription Agreement outside of the United States, and no offer to purchase the Interest was made to the Investor in the United States.

4. The Investor (a) is one of the following: 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, (b) is not acquiring the Interest for the account or benefit of any U.S. Person and (c) executed the attached Subscription Agreement outside of the United States, and no offer to purchase the Interest was made to the Investor in the United States.

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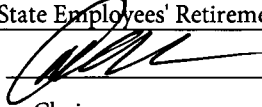
5. The Investor does not fall within any of the categories set forth in Items 1-4 above, is not acquiring the Interest for the account or benefit of any U.S. Person and executed the attached Subscription Agreement outside of the United States, and no offer to purchase the Interest was made to the Investor in the United States.

For purposes of the preceding items 2-5, the term U.S. Person when used in the description means any person or entity described by category 1(a) – 1(h).

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designed, as part of such Investor's portfolio of investments, to further the purposes of the relevant plan(s); and (4) the Investor's investment in the Partnership is permissible under the documents governing the investment of its plan assets and under ERISA or Similar Law;

- (d) The terms of the Partnership Agreement, including all exhibits and attachments thereto, comply with the Investor's governing instruments and applicable laws governing the Investor, and the Investor will promptly advise the General Partner in writing of any changes in any governing law or any regulations or interpretations thereunder affecting the duties, responsibilities, liabilities or obligations of the Partnership, the General Partner or the Manager or any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or affiliates;
- (e) The Investor's purchase and holding of the Interest will not, to the best of the Investor's knowledge, be a non-exempt "prohibited transaction" under ERISA or the Code; and
- (f) In the case of any Other Plan Investor, the Partnership's assets will not constitute the assets of the Investor, any plan the Investor is acting on behalf of, or any plan whose assets are held by the Investor under the provisions of any applicable law.

Name of Investor: Commonwealth of Pennsylvania
State Employees' Retirement System
By: 
Title: Chairman

**FINANCIAL INDUSTRY REGULATORY AUTHORITY
RULE 5130 AND 5131 QUESTIONNAIRE**

The Partnership from time to time may make investments in new issues,¹ as defined in Financial Industry Regulatory Authority (“FINRA”) Rule 5130 (“Rule 5130”). To participate in such new issues, the Partnership will be required to provide information as to the “beneficial interest” of “restricted persons” and “covered persons” in the Partnership.

The Investor has completed this Exhibit F pursuant to Section 2(x) of the attached Subscription Agreement. The Investor represents and warrants that the information provided by the Investor in this Exhibit F is true and accurate.

The following terms used throughout this Exhibit F are defined in the footnotes: “new issue”, “beneficial interest”, “associated with”, “limited business broker-dealer”, “immediate family”, “material support”, “collective investment account,” “non-exempt restricted person,” “public company”, “covered non-public company,” “private fund” and “control person.”

I. DETERMINATION OF STATUS AS AN EXEMPT PERSON

The Investor should check each box in Part A of this Section I that is applicable to the Investor. If no box in Part A is applicable to the Investor, the Investor should check the box in Part B of this Section I. If the Investor checks one or more of the boxes in Part A of this Section I, the Investor may skip Sections II and III.

A. The Investor is:

1. an investment company registered under the Investment Company Act of 1940.
2. a common trust fund or similar fund as described in Section 3(a)(12)(A)(iii) of the Securities Exchange Act of 1934, and the fund (a) has investments from 1,000 or more accounts, and (b) does not limit beneficial interests² in the fund principally to trust accounts of persons or entities described in items 1-13 of Part A of Section II below (“Restricted Persons”).
3. an insurance company general, separate or investment account, and (a) the account is funded by premiums from 1,000 or more policyholders, or, if a general account, the insurance company has 1,000 or more policyholders; and (b) the insurance company does not limit the policyholders whose

¹ As used herein, “new issue” means any initial public offering of an equity security, as defined in Section 3(a)(11) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), made pursuant to a registration statement or offering circular. New issue shall not include (A) offerings made pursuant to an exemption under Section 4(a)(1), 4(a)(2) or 4(a)(6) of the Securities Act of 1933, or SEC Rule 504 if the securities are “restricted securities” under SEC Rule 144(a)(3), or Rule 144A or Rule 505 or Rule 506 adopted thereunder; (B) offerings of exempted securities as defined in Section 3(a)(12) of the Exchange Act and rules promulgated thereunder; (C) offerings of securities of a commodity pool operated by a commodity pool operator as defined under Section 1a(5) of the Commodity Exchange Act; (D) rights offerings, exchange offers, or offerings made pursuant to a merger or acquisition; (E) offerings of investment grade asset-backed securities; (F) offerings of convertible securities; (G) offerings of preferred securities; (H) offerings of an investment company registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”); (I) offerings of securities (in ordinary share form or ADRs registered on Form F-6) that have a pre-existing market outside of the United States; and (J) offerings of a business development company as defined in Section 2(a)(48) of the Investment Company Act, a direct participation program as defined in FINRA Rule 2310(a), or a real estate investment trust as defined in Section 856 of the Internal Revenue Code.

² As used herein, the term “beneficial interest” means any economic interest, such as the right to share in gains or losses. The initial receipt of a management or performance based fee for operating a collective investment account (see note 7 below), or other fee for acting in a fiduciary capacity, is not considered a beneficial interest in the account. However, the accumulation of these fees, if subsequently invested in the collective investment account (as a deferred fee arrangement or otherwise) would constitute a beneficial interest in the account.

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premiums are used to fund the account principally to Restricted Persons, or, if a general account, the insurance company does not limit its policyholders principally to Restricted Persons.

4. a publicly traded entity (other than a broker-dealer or an affiliate of a broker-dealer where such broker-dealer is authorized to engage in the public offering of new issues either as a selling group member or underwriter) that: (a) is listed on a national securities exchange or (b) is a foreign issuer whose securities meet the quantitative designation criteria for listing on a national securities exchange.

5. an investment company organized under the laws of a foreign jurisdiction and (a) the investment company is listed on a foreign exchange or authorized for sale to the public by a foreign regulatory authority, and (b) no person owning more than 5% of the shares of the investment company is a Restricted Person.

6. an Employee Retirement Income Security Act benefits plan that is qualified under Section 401(a) of the Internal Revenue Code and such plan is not sponsored solely by a broker-dealer.

7. a state or municipal government benefits plan that is subject to state and/or municipal regulation.

8. a tax exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code.

9. a church plan under Section 414(e) of the Internal Revenue Code.

10. an entity that has obtained an exemption from Rule 5130 under paragraph (h) of Rule 5130 that has not been revoked. If true, please describe any conditions to such exemption:

B. None of the categories in Part A of this Section I is applicable to the Investor.

II. DETERMINATION OF STATUS AS A RESTRICTED PERSON

Unless the Investor has checked one or more of the boxes in Part A of Section I above, the Investor should check each box in Part A of this Section II that is applicable to the Investor (and, if the Investor checks the box for item 4, 5, 6 and/or 13, provide the additional information requested) or, if none of the categories in Part A is applicable, the Investor should check the box in Part B of this Section II.

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A. The Investor:

1. is a FINRA member or other broker-dealer (other than a broker-dealer described in item 15 of this Part A of Section II).

2. is an officer, director, general partner, associated person³ or employee of a FINRA member or other broker-dealer (other than a limited business broker-dealer⁴).

3. is an agent of a FINRA member or other broker-dealer (other than a limited business broker-dealer) that is engaged in the investment banking or securities business.

4. is an immediate family member⁵ of a person described in item 2 or 3 above, and the person described in item 2 or 3 above (a) materially supports⁶, or receives material support from, such immediate family member; (b) is employed by or associated with a FINRA member or other broker-dealer that participates in the selling of new issues, or an affiliate of such a FINRA member or other broker-dealer; or (c) has an ability to control the allocation of new issues. **Note the follow-up questions below.**

If the undersigned checked the box in this item 4:

(a) does the person described in item 2 or 3 above materially support, or receive material support from, such immediate family member?

Yes (If "yes", the Investor need not complete 4(b) and 4(c) below)

No (Please complete 4(b) and 4(c) below)

(b) is the person described in item 2 or 3 above employed by or associated with a FINRA member or other broker-dealer that participates in the selling of new issues, or an affiliate of such a FINRA member or other broker-dealer?

Yes (Please complete the following line) No

If the answer to 4(b) is "yes", please provide below the name of the FINRA member or other broker-dealer, or the affiliate of the FINRA member or other broker-dealer:

(c) does the person described in item 2 or 3 above have an ability to control the allocation of new issues?

³ A person "associated with" a FINRA member or broker-dealer includes a sole proprietor, partner, officer, director, or branch manager of such member or broker-dealer, or a natural person occupying a similar status or performing similar functions, or a natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a FINRA member or broker-dealer and also includes a natural person who is registered or has applied for registration under the rules of FINRA.

⁴ A "limited business broker-dealer" is a broker-dealer whose authorization to engage in the securities business is limited solely to the purchase and sale of investment company/variable contracts securities and/or direct participation program securities.

⁵ As used herein, the term "immediate family" includes parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law, children and any other person to whom the person provides material support as defined in footnote 6 below.

⁶ As used herein, the term "material support" means the direct or indirect provision of more than 25% of a person's income in the prior calendar year. Members of the immediate family living in the same household are deemed to be providing each other with material support.

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Yes (Please complete the following line) No

If the answer to 4(c) is "yes", please provide below the name of the FINRA member or other broker-dealer for which the person described in item 2 or 3 above has an ability to control the allocation of new issues:

5. acts as a finder or acts in a fiduciary capacity (including, among others, attorneys, accountants and financial consultants) to any entity that at any time serves or may serve as a managing underwriter of a new issue. **Note the follow-up question below.**

If the undersigned checked the box in this item 5, please provide below the name of any firm with which a finder or fiduciary is associated:

6. is an immediate family member of a person described in item 5 above and such person described in item 5 above materially supports, or receives material support from, such immediate family member. **Note the follow-up question below.**

If the undersigned checked the box in this item 6, please provide below the name of the finder or fiduciary described in item 5 and the name of any firm with which a person described in item 5 is associated:

7. has the authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or collective investment account.⁷

8. is an immediate family member of a person described in item 7 above and such person described in item 7 above materially supports, or receives material support from, such immediate family member.

9. is a person listed, or required to be listed, in Schedule A of a Form BD (other than with respect to a limited business broker-dealer), except persons identified by an ownership code of less than 10%.

10. is a person listed, or required to be listed, in Schedule B of a Form BD (other than with respect to a limited business broker-dealer), except persons whose listing on Schedule B relates to an ownership interest in a person listed on Schedule A of such Form BD identified by an ownership code of less than 10%.

11. is a person listed, or required to be listed, in Schedule C of a Form BD (other than with respect to a limited business broker-dealer) that meets the criteria of items 9 and 10 above (i.e., is not excluded from items 9 and 10 because of the "less than 10%" ownership threshold).

⁷ As used herein, the term "collective investment account" means any hedge fund, investment partnership, investment corporation, or any other collective investment vehicle that is engaged primarily in the purchase and/or sale of securities. The term does not include an investment club where a group of individuals pool their money and are collectively responsible for investment decisions, or a family investment vehicle owned solely by immediate family members.

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12. is a person that (a) directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD, or (b) directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than a reporting company that is listed on a national securities exchange and other than with respect to a limited business broker-dealer).

13. is an immediate family member of a person specified in any of items 9-12 above, and the person specified in items 9-12 above (a) materially supports, or receives material support from, such immediate family member, (b) is an owner of a FINRA member or other broker-dealer that participates in the selling of new issues or an affiliate of such a FINRA member or other broker-dealer, or (c) has an ability to control the allocation of new issues. **Note the follow-up question below.**

If the undersigned checked the box in this item 13:

(a) does the person specified in items 9-12 above materially support, or receive material support from, such immediate family member?

Yes (If "yes", the Investor need not complete 13(b) and 13(c) below)

No (Please complete 13(b) and 13(c) below)

(b) please provide below the name of the FINRA member or other broker-dealer, or its affiliate, owned by the person specified in items 9-12 above that caused the undersigned to check the box in this item 13:

(c) does the person described in items 9-12 above have an ability to control the allocation of new issues?

Yes (Please answer following line) No

If the answer to 13(c) is "yes", please provide below the name of the FINRA member or other broker-dealer for which the person described in items 9-12 above has an ability to control the allocation of new issues:

14. an account, entity, organization, trust, association or other non-natural person in which any Non-Exempt Restricted Person⁸ has a direct or indirect beneficial interest. In determining whether a Non-Exempt Restricted Person has a direct or indirect beneficial interest in the Investor, the Investor should successively "look-through" each holder of a direct or indirect beneficial interest in the Investor until it reaches a natural person, a Non-Exempt Restricted Person or an entity described in items 1-10 of Part A of Section I (an "Exempt Person"). **If the Investor checks the box in this item 14, the Investor must complete Section III below.**

15. a broker-dealer, or owner of a broker-dealer, organized as an investment vehicle, that restricts participation of Restricted Persons in gains and losses from new issues, including new issues purchased by the Partnership, to no more than 10% of the Investor's total gains and losses attributable to

⁸ "Non-Exempt Restricted Person" means any person or entity described in items 1-13 of this Part A of Section II, other than a person or entity that is also described in items 1-10 of Part A of Section I.

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new issues in accordance with Rule 5130. **If the Investor checks the box in this item 15, the investor must complete Section III below.**

B. None of the above categories in Part A of this Section II is applicable to the Investor.

III. RESTRICTED PERSON ACCOUNT INVESTORS

This Section III must be completed only by an Investor that checked the box in item 14 or 15 of Part A of Section II.

1. Non-Exempt Restricted Persons directly or indirectly hold in the aggregate ____% of the beneficial interests in the Investor. In determining the percentage of the beneficial interests in the Investor that are held directly or indirectly by Non-Exempt Restricted Persons, the Investor should successively "look-through" each holder of a direct or indirect beneficial interest in the Investor until it reaches a natural person, an Exempt Person, or a Non-Exempt Restricted Person. Please see Rule 5130 for more information regarding the determination of this percentage.

2. Does the Investor employ "carve back" or carve out provisions in accordance with Rule 5130 that restrict the participation of Non-Exempt Restricted Persons in the Investor's total gains and losses attributable to new issues, including those attributable to new issues purchased by the Partnership?

Yes (Please complete item 3 below) No

3. If the answer to item 2 is "yes", the percentage of beneficial interests in the Investor's gains and losses attributable to new issues purchased by the Partnership that is directly or indirectly held in the aggregate by Non-Exempt Restricted Persons, determined in a manner consistent with item 1 of this Section III, but taking into account the "carve back" or "carve out" provisions described in item 2 above is, ____%.

4. Is any Non-Exempt Restricted Person that directly or indirectly has a beneficial interest in the Investor a person described in items 2-6 of Part A of Section II above?

Yes No

5. Do only certain of the Investor's partners, stockholders, members or other beneficial owners participate in the Investor's interest in the Partnership?

Yes (Please explain below and note that the Partnership may require additional information)

No

IV. DETERMINATION OF STATUS AS A COVERED PERSON

Unless the Investor has checked one or more of the boxes in Part A of Section I above, other than box 10, the Investor should check each box in Part A, Part B and Part C of this Section IV that is applicable to the Investor (and, if the Investor checks the box for an item, provide the additional

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information requested) or, if none of the categories in Part A, Part B or Part C is applicable, the Investor should check the box in Part D of this Section IV.

A. The Investor:

1. is an executive officer or director of a public company.⁹

If yes, name of company: _____

2. is an executive officer or director of a covered non-public company.¹⁰

If yes, name of company: _____

3. is a person materially supported by an executive officer or director of a public company or a covered non-public company.¹¹

If yes, name of company: _____

Persons described in 1, 2 or 3 above are referred to as "Covered Persons."

B. The Investor:

is a "private fund"¹², managed by an investment adviser that does not have a control person¹⁴ in common with the General Partner or Manager, has assets greater than \$50 million, whose Subscription represents less than 25% of the Subscriptions of the Partnership, does not have a single investor which has a beneficial interest in the Investor of 25% or more and was not formed for the specific purpose of investing in the Partnership.

If the above box B is checked, either:

1. No "control person"¹³ of the adviser to the Investor that is a beneficial owner of the Investor is a Covered Person; or

2. A "control person" of the adviser to the Investor that is a beneficial owner of the Investor is a Covered Person.

⁹ As used herein, a "public company" is any company that has a class of securities registered under Section 12 of the U.S. Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any company that files periodic reports pursuant to Section 15(d) of the Exchange Act.

¹⁰ As used herein, a "covered non-public company" means any non-public company satisfying any of the following three criteria:
(a) income of at least \$1 million in the previous fiscal year or in two of the three previous fiscal years and shareholders' equity of at least \$15 million;
(b) shareholders' equity of at least \$30 million and an operating history of at least two years; or
(c) total assets and total revenue of at least \$75 million in the latest fiscal year or in two of the three most recent fiscal years.

¹¹ As used herein, "material support" means directly or indirectly providing more than 25% of a person's income in the prior calendar year. Persons living in the same household are deemed to be providing each other with material support.

¹² As used herein "private fund" means an issuer that would be an investment company as defined in Section 3 of the Investment Company Act but for Section 3(c)(1) or Section (c)(7) of that Act.

¹³ As used herein "control person" of an investment adviser means a person with direct or indirect "control" (as defined in Form ADV) over the investment adviser. Control generally is the power, directly or indirectly, to direct the management or policies of a person whether through ownership of securities, by contract or otherwise.

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If Box B.1 is checked, skip Part C. If box B.2 is checked, please answer Part C with respect to all such control persons. Other persons with a beneficial interest in the Investor may be disregarded.

C. The Investor:

1. is an entity in which one or more Covered Persons have a beneficial interest.¹⁴

If C.1 is checked, number of public companies or non-public companies for which the above is applicable ____.

Persons described in items 1, 2 or 3 of Part A of this Section IV or in item 1 of Part C of this Section IV are referred to as "Non-Exempt Covered Persons."

2. In order to assess the level of beneficial interest in the Investor by Covered Persons with respect to any public company or covered non-public company, please provide the additional information below.

For clarification, an Investor should check multiple boxes if, for instance, beneficial interests of Covered Persons with respect to one company are 7% and another company are 17%.

The Investor:

- is an entity in which one or more Covered Persons, all being Covered Persons with respect to the same public company or covered non-public company, have, in the aggregate, a <5% beneficial interest.¹⁴

If checked, number of public companies or covered non-public companies for which the above is applicable ____.

- is an entity in which one or more Covered Persons, all being Covered Persons with respect to the same public company or covered non-public company, have, in the aggregate, a >5% but <10% beneficial interest.¹⁴

If checked, number of public companies or covered non-public companies for which the above is applicable ____.

- is an entity in which one or more Covered Persons, all being Covered Persons with respect to the same public company or covered non-public company, have, in the aggregate, a >10% but <25% beneficial interest.¹⁴

If checked, number of public companies or covered non-public companies for which the above is applicable ____.

¹⁴ See footnote 2 above.

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is an entity in which one or more Covered Persons, all being Covered Persons with respect to the same public company or covered non-public company, have, in the aggregate, a 25% or greater beneficial interest.¹⁴

If checked, number of public companies or covered non-public companies for which the above is applicable ____.

If any of the boxes in Part C of this Section IV are checked, please provide the name of each "public company" or "covered non-public company" and the relevant percentage beneficial interest for each in the space below.

D. None of the above categories in Part A, Part B or Part C of this Section IV is applicable to the Investor.

EXHIBIT G

FINRA ASSOCIATIONS AND AFFILIATIONS QUESTIONNAIRE

The Partnership from time to time may be required to provide certain information related to FINRA associations and affiliations of the Partnership and its Partners in connection with public offerings involving the Partnership's portfolio companies under various rules adopted by FINRA. As a result, the Partnership is seeking certain information regarding the FINRA associations and affiliations of the Investor.

The Investor has completed this Exhibit G pursuant to Section 2(x) of the attached Subscription Agreement. The Investor represents and warrants that the information provided by the Investor in this Exhibit G is true and accurate.

The Investor acknowledges and agrees that, as part of the General Partner's administration and operation of the Partnership, the General Partner may disclose the information provided by the Investor in this Questionnaire to the extent the General Partner determines in good faith that such disclosure is necessary or advisable, or has been reasonably requested, in connection with the public offering of a Partnership portfolio company.

GENERAL INSTRUCTIONS

The Investor should follow the Instructions for Sections I-II to complete this Questionnaire.

I. DETERMINATION OF SPECIFIC FINRA ASSOCIATIONS AND AFFILIATIONS

The Investor should check each box in Part A of this Section I that is applicable to the Investor (and provide the additional information requested by any category that applies to the Investor) or, if none of the categories in Part A is applicable, the Investor should check the box in Part B of this Section I.

A. The Investor:

1. is a FINRA member.

Name of FINRA member: _____

2. is an associated person¹ of a FINRA member.

Name of FINRA member: _____

¹ A person "associated with" a FINRA member includes a sole proprietor, partner, officer, director, or branch manager of such member, or a natural person occupying a similar status or performing similar functions, or a natural person engaged in the investment banking or securities business who is directly or indirectly controlling or controlled by a FINRA member (including, without limitation, as a result of being an employee of the FINRA member) and also includes a natural person who is registered or has applied for registration under the rules of FINRA.

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3. is an immediate family member² of a person described in item 2 above.

Name of FINRA member with respect to which the person specified in item 2 is an associated person:

4. an affiliate³ of a FINRA member.

Name of FINRA member of which the Investor is an affiliate:

5. acts as a finder in connection with public offerings of securities, acts as counsel, financial consultant or advisor to underwriters in connection with public offerings of securities or is an employee of, or is otherwise associated with, a firm or entity that acts in such capacity.

Name of the person described in this item 5 and any firm with which such person is employed or otherwise associated:

6. to the extent not otherwise covered by items 1-5 above, is an employee of or otherwise related (through an investment or business relationship) to a person described in items 1-4 above.

Please describe the relationship and the FINRA member with which the person specified in this item 6 (or the person described in items 1-4 above) is employed or has the relationship:

² As used herein, the term "immediate family" includes parents, mother-in-law or father-in-law, spouse, brother or sister, brother-in-law or sister-in-law, son-in-law or daughter-in-law and children, except any person (other than a spouse or child) who does not live in the same household as, have a business relationship with, provide "material support" (as defined below) to or receive material support from, the person described in item 2 above. In addition, "immediate family" includes any other person who either lives in the same household as, provides material support to, or receives material support from, the person described in item 2 above. The term "material support" includes, without limitation, the direct or indirect provision of more than 25% of a person's income in the prior calendar year.

³ As used herein, the term "affiliate" means a "company" (as defined below) which controls, is controlled by or is under common control with a FINRA member. The term "affiliate" is presumed to include, but is not limited to, the following: (i) a company is presumed to control a FINRA member if the company beneficially owns 10% or more of the outstanding voting securities of a FINRA member which is a corporation, or beneficially owns a partnership interest in 10% or more of the distributable profits or losses of a FINRA member which is a partnership; (ii) a FINRA member is presumed to control a company if the FINRA member and persons associated with the FINRA member beneficially own 10% or more of the outstanding voting securities of a company which is a corporation, or beneficially own a partnership interest in 10% or more of the distributable profits or losses of a company which is a partnership; (iii) a company is presumed to be under common control with a FINRA member if: (a) the same natural person or company controls both the FINRA member and such company by beneficially owning 10% or more of the outstanding voting securities of such member or company which is a corporation, or by beneficially owning a partnership interest in 10% or more of the distributable profits or losses of such FINRA member or company which is a partnership; or (b) a person having the power to direct or cause the direction of the management or policies of the FINRA member or the company also has the power to direct or cause the direction of the management or policies of the other entity in question. Notwithstanding the foregoing, none of the following shall be presumed to be an affiliate of a FINRA member: (i) an investment company registered with the Securities and Exchange Commission pursuant to the Investment Company Act of 1940, as amended (the "40 Act"); (ii) a "separate account" as defined in Section 2(a)(37) of the 40 Act; (iii) a "real estate investment trust" as defined in Section 856 of the Internal Revenue Code; (iv) a "direct participation program" as defined in FINRA Rule 2310(a); and (v) a corporation, trust, partnership or other entity issuing financing instrument-backed securities which are rated by a nationally recognized statistical rating organization in one of its four highest generic rating categories. As used herein, "company" means a corporation, a partnership, an association, a joint stock company, a trust, a fund, or any organized group of persons whether incorporated or not, or any receiver, trustee in bankruptcy or similar official or any liquidating agent for any of the foregoing, in his capacity as such.

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- B. The Investor is not described by any of the categories in Part A of this Section I.

II. OTHER RELATIONSHIPS

To the extent not already covered by Part A of Section I above, please describe below any other association or affiliation that the Investor has with any FINRA member. Please include the name of the FINRA member. If none, please leave blank.

**CATEGORIES OF BENEFICIAL OWNERSHIP FOR ADVISERS ACT REPORTING
PURPOSES**

[PLEASE COMPLETE BOTH SECTIONS OF THIS EXHIBIT H]

I. The Manager or an affiliate thereof may be required, pursuant to the Investment Advisers Act, to make periodic filings on Form PF with the U.S. Securities and Exchange Commission. Form PF requires disclosure of, among other information, the percentage composition of the Partnership's equity by the type of beneficial owner. As a result, the Partnership is requesting that the Investor indicate (by checking the corresponding box) in the list below **exactly one (1)** category that best describes the Investor:

- (a) Individual that is a United States person¹ (or a trust of such person)
- (b) Individual that is not a United States person¹ (or a trust of such person)
- (c) Broker-dealer
- (d) Insurance company
- (e) Investment company registered with the SEC
- (f) Private fund²
- (g) Non-profit
- (h) Pension plan (excluding governmental pension plan)
- (i) Banking or thrift institution (proprietary)
- (j) State or municipal government entity³ (excluding governmental pension plan)
- (k) State or municipal governmental pension plan
- (l) Sovereign wealth fund or foreign official institution
- (m) An entity wholly owned by a person or entity described in (a)-(l) above or trust whose sole beneficiary is described in (a)-(l) above.

If the above box is checked, please indicate which category in (a)-(l) above best describes the sole owner or beneficiary: ____

¹ "United States person" has the meaning provided in rule 203(m)-1 under the Advisers Act, which includes, among others, any natural person that is resident in the United States of America, its territories and possessions, any state of the United States, or the District of Columbia.

² "Private fund" means any issuer that would be an investment company as defined in Section 3 of the Investment Company Act of 1940 but for Section 3(c)(1) or 3(c)(7) of that Act.

³ "Government entity" means any U.S. state (including any U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States) or political subdivision of a state, including: (i) any agency, authority or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority or instrumentality thereof, acting in his or her official capacity.

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- (n) A person or entity (other than as described in (m) above) that is not a United States person¹ and about which the foregoing beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries
- (o) Other

II. For other information-gathering purposes under the Advisers Act, the Partnership is requesting that the Investor indicate whether or not the Investor is a fund of funds:

- The Investor is a fund of funds.
- The Investor is not a fund of funds.

RIDGEMONT PARTNERS MANAGEMENT, LLC

NOTICE REGARDING PRIVACY OF FINANCIAL INFORMATION

Pursuant to Regulation S-P, 17 C.F.R. 248.1 – 248.30 adopted by the United States Securities and Exchange Commission pursuant to the privacy rules promulgated under Section 504 of Gramm-Leach-Bliley Act of 1999, we are providing this notice to you in order to inform you of our privacy policies and practices with respect to your nonpublic personal information so that you will know the type of information that we collect about you and the circumstances in which that information may be disclosed to third parties.

Ridgemont Partners Management, LLC (“**Ridgemont**”) understands that it is our obligation to maintain the confidentiality of information with regard to our investors generally. We are committed to maintaining the privacy, integrity and security of our current and former limited partners’ nonpublic information. As a consequence, we do not disclose any nonpublic personal information about our investors or former investors to anyone other than:

- our affiliates and service providers;
- as permitted or required by law, or in connection with any government or self-regulatory organization request, examination or investigation; and
- if you direct us to do so.

We also do not transfer or license your information to any third party, or permit any third party to use your information, for their own marketing purposes, or the marketing purposes of any other third party. Furthermore, consistent with industry practice, and the provisions of our fund agreements, we may continue to distribute certain personally-identifiable financial information, such as a list of investors, to all investors in a specific fund. In order to accurately and efficiently conduct each fund’s investment program, we must collect and maintain certain nonpublic information about you and such fund’s other investors.

Security of Nonpublic Information

We have always considered the protection of sensitive personal information to be a sound business practice and we intend to continue to scrupulously guard the privacy of our investors. We restrict access to nonpublic personal information about you to those employees and service providers who need to know that information to provide services to our funds and our investors. Any party that receives this information will use it only for the services required and as allowed by applicable law or regulation, and is not permitted to share or use this information for any other purpose. We and our service providers maintain physical, electronic and procedural safeguards to guard your nonpublic personal information. In addition, we will continue to assess new technology for protecting information with regard to our investors.

Collection of Information and Disclosures to Affiliates and Service Providers

We collect, and may disclose to our affiliates and service providers (e.g., our attorneys, accountants, consultants, transfer agents, brokers, administrators and other entities that provide back-office services to

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us) on a “need to know” basis, certain nonpublic personal information about you from the following sources:

- Information we receive from you as set forth in your subscription agreement and exhibits thereto or similar forms, such as your name, address and social security or tax identification number; and
- Information about your transactions with us, our affiliates and service providers, or others, such as your participation in each of our funds, your capital account balance, contributions and distributions and, in the case of an investor that is an individual retirement account, information with regard to such account.

In connection with fundraising efforts for future funds, we may disclose information about existing investors to one or more placement agents for use in marketing efforts, including communication with prospective future investors. In the event of a change in corporate control resulting from, for example, a sale to, or merger with, another entity, or in the event of a sale of assets, we reserve the right to transfer your information, including nonpublic personal information, to the new party in control or the party acquiring such assets.

We will provide notice of our privacy policy annually to natural persons and individualized retirement accounts, as long as such persons maintain an investment with us. We reserve the right to modify this policy at any time and will keep you informed of material changes. You can always review our current policy by asking us for a copy.

This privacy policy applies to all of the Ridgemont sponsored funds, including all such funds bearing the “Ridgemont” name.

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Commonwealth of Pennsylvania State Employees' Retirement System	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from FATCA reporting code (if any) <u>C</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 30 North Third Street, Suite 150	Requester's name and address (optional)
6 City, state, and ZIP code Harrisburg PA 17101-1716	
7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person <i>John R. Beckle, Admin. Officer</i>	Date ▶ <i>08/25/15</i>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

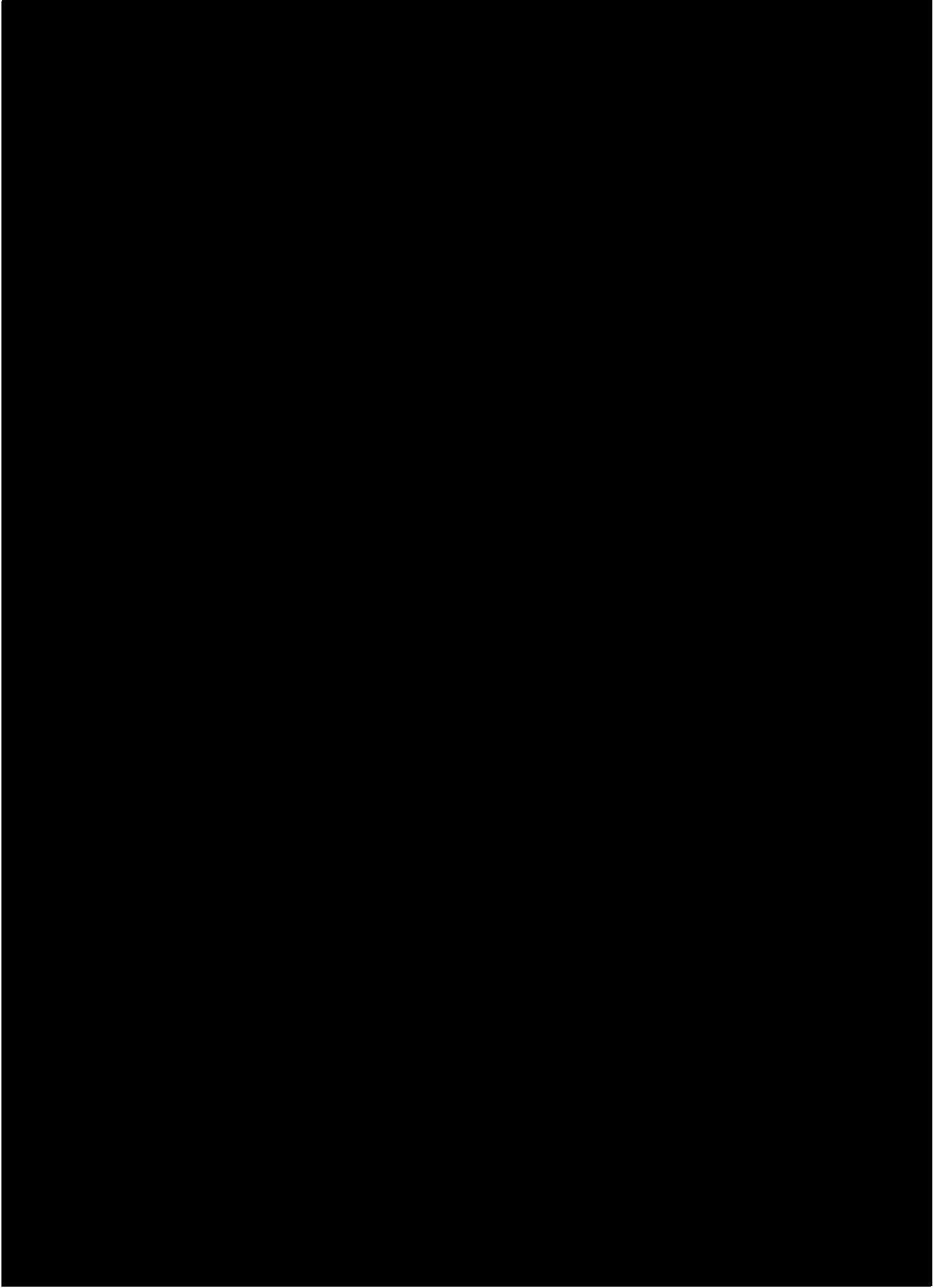
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Pennsylvania State Employees' Retirement System – Correspondence Chart





**Delivery Instructions Reference Sheet For
PENNSYLVANIA STATE EMPLOYEES' RETIREMENT SYSTEM ("SERS")**

