

TDR CAPITAL IV 'A' L.P.

**Private Placement of
Limited Partnership Interests**

**US INVESTORS
SUBSCRIPTION BOOKLET**

INSTRUCTIONS

SUBSCRIPTION DOCUMENTS

This subscription booklet relates to the subscription for limited partnership interests in TDR Capital IV 'A' L.P. (the "Partnership") and contains the following documents for completion and/or signing by any prospective investor in the Partnership (a "Subscriber") (*to go to page or website listed below please **click the relevant link***):

1. **Deed of Adherence**. Please complete:
 - **Table of Key Information** details on page 5.
 - **Subscription Page** on page 21, and ensure that this is signed by or on behalf of the Subscriber and that such signature is witnessed.

Please also complete the following Schedules to the Deed of Adherence:

- Schedule 1 (Subscriber Information Statement) on page 23.
 - Schedule 2 (ERISA Statement) on page 25.
 - Schedule 3 (US Investor Schedule) on page 29.
2. **Power of Attorney**. Please complete all details on the signature page on page 49 and ensure that the Power of Attorney is signed by or on behalf of the Subscriber and that such signature is witnessed.

Please return **in its entirety** each document referenced above. By returning signed but undated copies of these documents, you irrevocably authorise TDR Capital LLP (the "Manager") and its agents or legal advisers to date and deliver such documents on your behalf at closing.

TAX FORMS

Please also provide the following documents:

1. **Self-Certification Forms**. Please complete either a. or b. as relevant:
 - a. Entity Form and Controlling Persons Form; or
 - b. Individual Form.

(copies of the forms can also be found at the following link: www.bvca.co.uk/ResearchPublications/Publications/FATCAandCRSModelDocuments.aspx).

2. **Form W-9** The Subscriber (as well as each beneficial owner of any amounts expected to be paid or allocated for United States federal income tax purposes to a flow-through entity* (a "Beneficial Owner") that is a "United States person") is required to provide information about its status for withholding tax purposes and its taxpayer identification number on Form W-9.

Do not send them to the IRS.

** "flow-through entity" means any Subscriber that is a partnership, a limited liability company treated as a partnership for United States federal income tax purposes, a grantor trust (within the meaning of Sections 671-679 of the United States Internal Revenue Code of 1986, as amended (the "Code")) or an S corporation (within the meaning of Code §1361).*

ANTI-MONEY LAUNDERING/KYC CHECKS

Shortly after returning your subscription documents you will receive an email from the ID Register (www.idregister.com) to the email address provided in the Key Information Table which will provide you with a secure link to your personalised online profile where you will be asked to complete a standard KYC form and upload your identification documents.

If you have provided your details to the ID Register previously these will be utilised again where possible.

QUESTIONS RELATING TO, AND RETURN OF, SUBSCRIPTION MATERIALS

Please direct any questions regarding the terms and provisions of this offering or regarding the subscription procedure to Aranpreet Randhawa of Kirkland & Ellis International LLP at TDR@kirkland.com.

All completed and executed subscription documents are to be returned to the following address:

Kirkland & Ellis International LLP
30 St Mary Axe
London, EC3A 8AF
Attn.: Aranpreet Randhawa
Email: TDR@kirkland.com

The Manager reserves the right at any time to accept or reject all or any portion of any subscription in its sole discretion. If a subscription is rejected in its entirety, all subscription documents will be returned to the Subscriber.

PRIVACY NOTICE

A Privacy Notice is provided to the Subscriber at the rear of this subscription booklet as a result of the privacy notice and disclosure regulations promulgated under applicable U.S. federal law. It explains the manner in which the Partnership collects, utilises and maintains non-public personal information about each Subscriber. The Privacy Notice only applies to Subscribers who are natural persons and to certain entities that are essentially "alter egos" of natural persons (e.g., revocable grantor trusts, individual retirement accounts or certain estate planning vehicles).

TDR CAPITAL IV 'A' L.P.

DEED OF ADHERENCE

Table of Key Information <i>(Please complete the below details)</i>	
Name of Subscriber	Commonwealth of Pennsylvania State Employees' Retirement System
Commitment Amount	€ 93,000,000
Formal Notice Information	Address: 30 North 3rd Street Suite 150 Harrisburg PA, USA 17101-1716
	Attention: PLEASE SEE ATTACHED
	Phone No.: CORRESPONDENCE CHART
	Fax No.:
	Email:
Wire Transfer Instructions	Bank Name: PLEASE SEE ATTACHED
	Bank Location: WIRING INSTRUCTIONS
	ABA Routing Number (for U.S. Banks):
	Swift Code (for non-U.S. Banks):
	Account Name:
	Account Number:
	Reference:

1. Agreement of Subscriber to Become a Limited Partner. The undersigned subscriber (the "Subscriber") hereby agrees (i) to become a limited partner in TDR Capital IV 'A' L.P., an English limited partnership (the "Partnership") on the terms of the amended and restated limited partnership agreement governing the Partnership (a copy of which has been provided to the Subscriber), as the same may be modified, amended and/or restated from time to time in accordance with its terms (the "Partnership Agreement"), (ii) to adhere to, comply with and be bound by the terms of the Partnership Agreement, and (iii) to pay all of the Capital Contribution attributable to its commitment to the Partnership accepted by TDR Capital LLP, an English limited liability partnership, as manager of the Partnership (the "Manager"), and to pay the balance of its commitment to the Partnership accepted by the Manager by way of a Loan Commitment in such

amounts, at such times, in such a manner and in such tranches as set out in the Partnership Agreement. The Subscriber's commitment amount shall be set forth above the Manager's signature on an acceptance page (the "Manager Acceptance Page") substantially in the form appended to this deed of adherence (including the Schedules hereto and the Table of Key Information, this "Deed of Adherence"), and which accepted commitment amount shall in no event be more than the requested commitment amount set forth on the Table of Key Information; provided that, if the commitment amount in the Manager Acceptance Page is left blank, the requested commitment amount set forth on the Table of Key Information shall be the accepted commitment amount (the "Commitment" and, collectively with the amounts that the other partners in the Partnership have agreed to contribute to the Partnership, and in each case the Manager has agreed to accept, the "Commitments"). The Manager's acceptance of this Deed of Adherence shall constitute this Deed of Adherence as valid, duly executed and binding and shall additionally bind the Subscriber as a Limited Partner and a party to the Partnership Agreement and, following such acceptance, the Subscriber shall, subject to payment of its Capital Contribution, be admitted as a Limited Partner and shall have all the rights of, and shall comply with all the obligations of, a Limited Partner as set out in the Partnership Agreement, the terms of which are incorporated herein by reference. A copy of the Manager Acceptance Page or other notice of such acceptance will be promptly provided to the Subscriber following the closing(s) in which the Subscriber participates. The Manager may accept in its sole discretion all or any portion of the requested commitment amount set forth on the Table of Key Information and may accept all or any remaining portion of such requested commitment amount at one or more subsequent closings, in each case as reflected on the original Manager Acceptance Page or by delivery to the Partnership of an additional executed Manager Acceptance Page with respect to such remaining portion then accepted or notice to the Partnership of the execution thereof. If so accepted, this Deed of Adherence is irrevocable and may not be cancelled, terminated or revoked by the Subscriber. The Subscriber hereby requests that, upon acceptance of this Deed of Adherence by the Manager, TDR Capital General Partner IV L.P., the general partner of the Partnership (the "General Partner") contribute the amount of the Subscriber's Capital Contribution to the Partnership on its behalf. Any amount paid to the Partnership in accordance with the foregoing shall be deemed to be an interest free loan from the General Partner to the Subscriber and is repayable on demand. Unless repaid earlier, the General Partner shall be entitled to require the Subscriber to repay any amount loaned to the Subscriber at the same time as the first draw down is made from the Subscriber under the Partnership Agreement. Unless otherwise defined herein, capitalised terms used in this Deed of Adherence will have the meanings given to such terms in the Partnership Agreement.

2. Additional Documents and Tax Forms. All statements and/or agreements required to be completed with respect to the Subscriber's Commitment (e.g., by certain direct or indirect owners or control persons or entities) (collectively, the "Additional Documents") and each of the tax forms that the Subscriber has delivered pursuant to Items 1 and 2 under the heading "Tax Forms" in the Instructions for Subscribers that accompany this Deed of Adherence (collectively, the "Tax Forms") are incorporated herein by reference in their entirety and made a part hereof and all references herein to "Deed of Adherence" shall be deemed to include the Additional Documents and the Tax Forms.
3. Representations, Warranties and Covenants of the Subscriber. In connection with the Subscriber's agreement to subscribe for limited partnership interests in the Partnership

(the "Interests"), the Subscriber hereby declares, represents and warrants in the terms set out in Schedule 1 (*Subscriber Information Statement*), Schedule 2 (*ERISA Statement*), and Schedule 3 (*US Investor Schedule*), and represents, warrants and agrees as of the date hereof, and through and including each date that this Deed of Adherence is accepted in whole or in part by the Manager, as follows:

(a) Authorisation.

- (i) If the Subscriber is a natural person or if beneficial ownership of the Subscriber is held by an individual through a revocable grantor trust or an individual retirement account, the Subscriber or the Subscriber's beneficial owner is at least 21 years old and it is within the Subscriber's right, power and capacity to execute this Deed of Adherence and the power of attorney granted by the Subscriber to the Manager and the General Partner (the "Power of Attorney"), to invest in the Partnership and to fund its Commitment as contemplated by, and in accordance with, this Deed of Adherence and the Partnership Agreement. If the Subscriber lives in a community property state in the United States, either (A) the source of the Subscriber's Commitment will be the Subscriber's separate property and the Subscriber will hold the Interests as separate property, or (B) the Subscriber alone has the authority to bind the community with respect to this Deed of Adherence, the Power of Attorney, the Partnership Agreement and all agreements contemplated hereby and thereby.
- (ii) If the Subscriber is a corporation, limited liability company, partnership, trust, retirement system or other entity, the Subscriber is duly organised, formed or incorporated, as the case may be, and the Subscriber is authorised, empowered and qualified to execute this Deed of Adherence and the Power of Attorney, to invest in the Partnership and to fund its Commitment as contemplated by this Deed of Adherence and the Partnership Agreement. The individual signing this Deed of Adherence and the Power of Attorney and all agreements contemplated hereby and thereby on the Subscriber's behalf has been duly authorised to do so.

- (b) Execution; Binding Obligation. The Partnership Agreement shall become binding upon the Subscriber on the later of (i) the date of the Partnership Agreement and (ii) the date, if any, that the Manager accepts this subscription in whole or in part. Each of this Deed of Adherence, the Partnership Agreement and the Power of Attorney is a valid and binding agreement, enforceable against the Subscriber in accordance with its terms. Except as explicitly provided for by law in certain foreign jurisdictions, upon acceptance by the Manager, the Subscriber is not entitled to cancel, terminate or revoke this Deed of Adherence or any of the powers conferred herein. The Power of Attorney granted by the Subscriber has been executed by it in compliance with the laws of the state or jurisdiction in which this Deed of Adherence was executed and to which the Subscriber is subject. The Subscriber shall, without further consideration, prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements and take such other actions as the Manager may determine to be necessary or appropriate to effectuate and carry out the purposes of this Deed of Adherence and the Partnership Agreement.

- (c) No Conflict. The execution and delivery of this Deed of Adherence and the Power of Attorney by or on behalf of the Subscriber, the consummation of the transactions contemplated hereby and the performance of the Subscriber's obligations under this Deed of Adherence, the Power of Attorney and the Partnership Agreement will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to the Subscriber, or any agreement or other instrument to which the Subscriber is a party or by which the Subscriber or any of its properties are bound, or any permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Subscriber or the Subscriber's business or properties.
- (d) Offering Materials and Other Information. The Subscriber has received and read a copy of the information memorandum of the Partnership, dated 30 September 2016, including the risks identified in Appendix F: Risk Factors therein (as amended and supplemented on or prior to the initial acceptance date for this subscription, the "Information Memorandum"), this Deed of Adherence, the Partnership Agreement, any Side Letters granted to the Subscriber and the legal opinions (if any) issued to the Subscriber in connection with its admission to Partnership (collectively, the "Offering Materials") and the Subscriber has relied on nothing other than the Offering Materials in deciding whether to make an investment in the Partnership. In addition, the Subscriber has been given the opportunity to (i) ask questions and receive satisfactory answers concerning the terms and conditions of the offering, (ii) perform its own independent investigations and (iii) obtain additional information in order to evaluate the merits and risks of an investment in the Partnership and to verify the accuracy of the information contained in the Offering Materials. No statement, printed material or other information that is contrary to the information contained in the Offering Materials has been given or made by or on behalf of the Manager, the General Partner and/or the Partnership to the Subscriber. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber's own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Interests and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Interests, and believes that an investment in the Interests is suitable and appropriate for the Subscriber.
- (e) Investment by Subscriber. The Interests will be acquired by the Subscriber solely for the account of the Subscriber, for investment purposes only and not with a view to the distribution thereof. The Subscriber (i) is a sophisticated investor with the knowledge and experience in business and financial matters to enable the Subscriber to evaluate the merits and risks of an investment in the Partnership, (ii) is able to bear the economic risk and lack of liquidity of an investment in the Partnership and (iii) is able to bear the risk of loss of its entire investment in the Partnership. The Subscriber's Commitment, together with the Subscriber's other investments that are not readily marketable, is not disproportionate to the Subscriber's net worth.

- (f) Rule 506(d) of Regulation D. The Subscriber¹ has not been subject to any event specified in Rule 506(d)(1) of the United States Securities Act of 1933, as amended (the “Securities Act”) or any proceeding or event that could result in any such disqualifying event (as defined in Appendix B to this Deed of Adherence, a “Disqualifying Event”) that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the Partnership’s use of the Rule 506 exemption. The Subscriber will immediately notify the Manager in writing if the Subscriber is, or becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof, the Subscriber will use its best efforts to coordinate with the Manager (i) to provide documentation as reasonably requested by the Manager related to any such Disqualifying Event and (ii) to implement a remedy to address the Subscriber’s changed circumstances such that the changed circumstances will not affect in any way the Partnership’s or its affiliates’ ongoing and/or future reliance on the Rule 506 exemption under the Securities Act. The Subscriber acknowledges that, at the discretion of the Manager, such remedies may include, without limitation, the waiver of all or a portion of the Subscriber’s voting power in the Partnership and/or the Subscriber’s withdrawal from the Partnership through the transfer or sale of its Interest in the Partnership. The Subscriber also acknowledges that the Manager may periodically request assurance that the Subscriber has not become subject to a Disqualifying Event at any date after the date hereof, and the Subscriber further acknowledges and agrees that the Manager shall understand and deem the failure by the Subscriber to respond in writing to such requests to be an affirmation and restatement of the representations, warranties and covenants in this paragraph 3(f).
- (g) Acknowledgement of Risks; Restrictions on Transfer. The Subscriber recognises that (i) an investment in the Partnership involves certain risks, (ii) the Interests will be subject to certain restrictions on transferability as described in the Partnership Agreement and (iii) as a result of the foregoing, the marketability of the Interests will be severely limited. The Subscriber will not transfer, sell, assign, pledge, encumber, mortgage, divide, hypothecate or otherwise dispose of all or any portion of the Interests in any manner that would violate the Partnership Agreement, the Securities Act or any other securities laws or subject the Partnership, the General Partner, the Manager or any of their affiliates to regulation under (or make materially more burdensome for such person any regulatory requirement under) the laws and regulations of any governmental authority having jurisdiction thereover, the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Investment Company Act”) or the United States Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Investment Advisers Act”), the rules and regulations of the United States

¹ For the purposes of paragraph 3(f), references to the “Subscriber” shall include any person whose interest in, or relationship to, the Subscriber is deemed to make such person a beneficial owner of the Partnership’s voting securities under Exchange Act Rule 13d-3 and within the meaning of Rule 506(d). Under Rule 13d-3, a person is a beneficial owner of a security if, for among other reasons, such person directly or indirectly has or shares (a) the power to vote or to direct the voting of such security and/or (b) the power to dispose of or direct the disposition of such security.

Securities and Exchange Commission or the laws and regulations of any United States federal, state or municipal authority.

- (h) Additional Investment Risks. The Subscriber is aware that (i) the Partnership has no financial or operating history, (ii) investment returns set forth in any Offering Materials or in any supplemental materials thereto are not necessarily comparable to or indicative of the returns, if any, that may be achieved on investments made by, or in, the Partnership, (iii) the General Partner and/or the Manager or a person or entity selected by the General Partner and/or the Manager (which may be a manager, member, shareholder, partner or affiliate thereof) will receive substantial compensation in connection with the management of the Partnership, and (iv) no governmental authority in the United Kingdom, the United States or elsewhere, or other person has passed upon the Interests or made any finding or determination as to the fairness of this investment.
- (i) No Public Solicitation of Subscriber. The Subscriber is not subscribing for any Interest as a result of any form of general solicitation or general advertising, including (i) any advertisement, article, notice or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.
- (j) Benefit Plan Investor Status of Subscriber. Except as disclosed by the Subscriber in Schedule 2 (*ERISA Statement*), the Subscriber is not (i) an “employee benefit plan” that is subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”), (ii) an individual retirement account or annuity or other “plan” that is subject to Code §4975, or (iii) a fund of funds, an insurance company separate account or an insurance company general account or another entity or account (such as a group trust), in each case whose underlying assets are deemed under U.S. Department of Labor regulations codified at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA (“Plan Asset Regulation”), to include “plan assets” of any “employee benefit plan” subject to ERISA or “plan” subject to Code §4975 (each of clause (i) through (iii), a “Benefit Plan Investor”). The Subscriber hereby declares, represents and warrants in the terms set out in Schedule 2 (*ERISA Statement*). If the Subscriber has indicated in Schedule 2 (*ERISA Statement*) that it is not a Benefit Plan Investor, it represents and warrants that it shall not become a Benefit Plan Investor for so long as it holds the Interests.
- (k) VCOC Escrow. To the extent required under the Partnership Agreement, the Subscriber will deposit all contributions made by the Subscriber prior to the time the Partnership qualifies as a “venture capital operating company” within the meaning of the Plan Asset Regulation in an escrow fund established by the Manager that is intended to comply with applicable Department of Labor regulations and rulings under ERISA, including U.S. Department of Labor Advisory Opinion 95-04A, and that will invest such contributions in money market instruments or other short-term investments pending (i) release of such funds to the Partnership for long-term investment of such contributions by the Partnership on or after the date the Partnership qualifies as a “venture capital operating company” within the meaning of the Plan Asset Regulation or (ii)

return of such amounts (including earnings thereon) to the Subscriber pursuant to the Partnership Agreement and/or at the end of a mutually agreed upon period of time if no such long-term investment shall have been made during such period.

- (l) Volcker Rule. The Subscriber is not a “banking entity” as such term is defined under Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Volcker Rule”) or qualifies for an exclusion, an exemption and or other relief under the Volcker Rule with respect to the ownership of the Interests based on the currently available published regulatory guidance, including the joint notice of proposed rulemaking issued on December 11, 2013 with respect to the Volcker Rule. The Subscriber shall not be entitled to be excluded from a particular Investment pursuant to Clause 4.6 of the Partnership Agreement by reason of breach of the Volcker Rule if the Subscriber at any time fails to qualify for an exclusion, an exemption and/or other relief under the Volcker Rule. The Subscriber shall not be entitled to deliver a legal opinion to the effect that it should be excused from an Investment pursuant to Clause 4.6 of the Partnership Agreement by reason of breach of the Volcker Rule if the Subscriber at any time fails to qualify for an exclusion, an exemption and/or other relief under the Volcker Rule.
- (m) Anti-Money Laundering, Economic Sanctions, Anti-Bribery and Anti-Boycott Matters. The Subscriber acknowledges that the Partnership seeks to comply with all applicable anti-money laundering laws, economic sanctions, anti-bribery and anti-boycott laws and regulations. In furtherance of these efforts, the Subscriber represents, warrants and agrees that: (i) neither the Subscriber nor any person directly or indirectly controlling, controlled by or under common control with the Subscriber is a person identified as a terrorist organisation on any relevant lists maintained by governmental authorities, (ii) the Subscriber will promptly provide the Manager with all such information as the Manager reasonably determines to be necessary or appropriate to comply with the anti-money laundering and anti-terrorism financing laws, regulations, notices and guidelines of any applicable jurisdiction, or to respond to requests for information concerning the identity of the shareholders of the Subscriber, from any governmental authority, self-regulatory organisation or financial institution in connection with its anti-money laundering compliance procedures, or to update such information, (iii) no part of the funds used by the Subscriber to acquire the Interests or to satisfy its commitment obligations with respect thereto has been, or shall be, directly or indirectly, derived from, or related to, any activity that may contravene any laws or regulations, including anti-money laundering laws and regulations, (iv) no commitment, contribution or payment to the Partnership by the Subscriber and no distribution to the Subscriber shall cause the Partnership, the General Partner or the Manager to be in violation of any applicable laws or regulations, including, without limitation, anti-money laundering laws, economic sanctions, anti-bribery or anti-boycott laws or regulations, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, the various statutes, regulations and Executive Orders administered by the U.S. Department of the Treasury Office of Foreign Assets Control and the Foreign Corrupt Practices Act (“OFAC”) regulations, (v) all capital contributions or payments to the Partnership by the Subscriber will be made through an account located in a jurisdiction that does not appear on the list of boycotting countries published by the U.S.

Department of Treasury pursuant to Code §999(a)(3), in effect at the time of such contribution or payment and (vi) the Subscriber otherwise will not engage in any business or other activities that could cause the Partnership to be in violation of applicable anti-money laundering laws, economic sanctions, anti-bribery or anti-boycott laws or regulations. Notwithstanding anything to the contrary contained in the Partnership Agreement, any side letter or any other agreement, to the extent required by or deemed advisable by the Partnership under any anti-money laundering laws, economic sanctions, anti-bribery or anti-boycott law or regulation, the Partnership, the General Partner and/or the Manager may prohibit additional Capital Contributions or advances of Loan Commitment, restrict distributions or take any other reasonably necessary or advisable action with respect to the Interests, and the Subscriber shall have no claim, and shall not pursue any claim, against the Partnership, the General Partner, the Manager or any other person in connection therewith.

- (n) Confidentiality. The Subscriber acknowledges and agrees that (i) it has received and may in the future receive confidential information (“Confidential Information”) regarding the Partnership, a Parallel Fund, an Alternative Vehicle, the General Partner, the Founder Partner, the Co-Invest Partnership, the Manager, each of their respective affiliates, each general partner, manager, adviser or other control person of any of the foregoing persons and each existing or prospective Portfolio Company and its subsidiaries (collectively, the “Partnership Entities”) as well as the other Partners or limited partners in any Parallel Fund or an Alternative Vehicle (together the “Fund Partners”), (ii) such Confidential Information contains trade secrets and is proprietary, (iii) disclosure of such Confidential Information to third parties is not in the best interest of any of the Partnership Entities or the Fund Partners and (iv) disclosure of such Confidential Information would cause substantial harm and damages to the Partnership Entities and the Fund Partners. Except as previously disclosed to the Manager in writing, the Subscriber (A) is not subject to any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree requiring it to disclose any information or materials (whether or not Confidential Information) relating to any of the Partnership Entities or the other Fund Partners to any person(s) and (B) is not required by any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree or any agreement or contract to obtain any consent or approval prior to agreeing to be bound by the confidentiality covenant set forth in the Partnership Agreement. Except as previously disclosed in writing to the Manager, the Subscriber has taken all actions and obtained all consents necessary to enable it to comply with the provisions of Clause 18.2 of the Partnership Agreement. Save as otherwise agreed in writing by the Manager, the Subscriber will not use any Confidential Information it receives for any purpose other than monitoring and evaluating its investment in the Partnership. Any information provided to a person at the direction or request of the Subscriber shall be treated for purposes hereof and for purposes of the Partnership Agreement as instead having been provided to such person by the Subscriber, and such deemed disclosure by the Subscriber shall be subject to all of the limitations and other provisions in the Partnership Agreement relating to Confidential Information.
- (o) U.S. Person. The Subscriber is a U.S. Person (as defined in Rule 902 promulgated under the Securities Act and Appendix C to this Deed of Adherence) becoming a

Limited Partner in a United States placement and the Subscriber hereby declares, represents and warrants in the terms set out in Schedule 3 (*US Investor Schedule*).

- (p) Single Legal Entity. Under the laws of the jurisdiction in which the Subscriber is constituted, the Subscriber is a single legal entity with separate legal personality, and the Subscriber will, as a result, be a single partner in the Partnership.
- (q) UK Partnership Tax Returns - Unique Taxpayer Reference Number.
- (i) The Subscriber is either resident in the United Kingdom for United Kingdom tax purposes and its UK Unique Taxpayer Reference number (“UTR”) is set out in Schedule 1 (*Subscriber Information Statement*), or it is not resident in the United Kingdom for United Kingdom tax purposes and, if its UTR is not set in Schedule 1 (*Subscriber Information Statement*), it consents to the General Partner or its authorised tax agent applying for and receiving the Subscriber’s UTR from UK HM Revenue & Customs (“HMRC”) on its behalf or having access to its UTR already allocated, or otherwise utilising any generic UTR which has been made available by HMRC.
- (ii) The Subscriber consents to the disclosure by the General Partner or its authorised tax agent of such Subscriber’s identity and UTR to HMRC. Such disclosure of the Subscriber’s identity to HMRC shall include disclosure of the Subscriber’s name, address, jurisdiction of tax residence and any other information relating to the Subscriber as set forth in this Deed of Adherence that is required to be disclosed by the General Partner or its authorised tax agent in order to comply with any United Kingdom tax filing obligations of the Partnership.
- (r) EU Savings Directive and EU Directive on Administrative Co-Operation. The Subscriber hereby:
- (i) agrees to supply the Partnership, the General Partner or the Manager (as applicable), within 10 Business Days of a written request from the Partnership, the General Partner or the Manager to do so, with all such information and documentation as they may require in order to fulfill their obligations under European Union Directive 2003/48/EC on the Taxation of Savings Income, as amended (the “Savings Directive”) and/or European Council Directive 2011/16/EU on administrative co-operation in the field of taxation, as amended (the “DAC”) and any regulation or law relating to, implementing or having similar effect to the Savings Directive or the DAC in any relevant jurisdiction (and, in particular, such information shall include the Subscriber’s name, address, tax residence, tax identification number allocated by such Subscriber’s state of residence for tax purposes (if applicable), date and place of birth of such Subscriber (if applicable) or any of its directors or controlling persons, and any other information reasonably requested by the Partnership, the General Partner and/or the Manager which is required to fulfill such obligations); and
- (ii) consents to, and expressly authorises, the taking of any action (including any disclosure) in connection with the Savings Directive, the DAC and/or any local law relating to, implementing or having similar effect to the

Savings Directive or the DAC to enable disclosures to be made by any relevant persons and/or to enable the Partnership or any person to receive payments of relevant income (within the meaning of the Savings Directive and/or any local law relating to, implementing or having similar effect to the Savings Directive) free of any withholding, deduction or retention for or on account of any taxation.

- (s) Deed of Adherence. Except for any alterations to this Deed of Adherence that have been clearly marked on or prior to the date of acceptance of this Deed of Adherence or otherwise have been specifically identified in writing and accepted by the Manager on or prior to the date of acceptance of this Deed of Adherence, the Subscriber has not altered or otherwise revised this Deed of Adherence in any manner from the version initially received by the Subscriber. The Subscriber has participated in, or had the meaningful opportunity to participate in, the negotiation and drafting of this Deed of Adherence. In the event an ambiguity or question of intent or interpretation arises, this Deed of Adherence shall be construed to be the product of meaningful negotiations between the Manager and the Subscriber and no presumption or burden of proof shall arise favouring or disfavouring either of them by virtue of the authorship of any of the provisions of this Deed of Adherence.

4. Miscellaneous Provisions.

- (a) Representations and Warranties; Additional Information. The Subscriber represents, warrants and agrees that all of the answers, statements and information set forth in this Deed of Adherence are true and correct on the date hereof and will be true and correct as of the date and/or dates, if any, that the Manager accepts this Deed of Adherence, in whole or in part and, as of each such date, do not and will not omit to state any material fact necessary in order to make the statements contained therein not misleading. The Subscriber agrees to notify the Manager promptly of any change that may cause any answer, statement or information set forth in this Deed of Adherence to become untrue or misleading in any material respect, and to promptly provide such additional information, documentation, certifications and forms (including, without limitation, the Tax Forms) and verifications thereof that the Manager requests from time to time and deems necessary or desirable, including where such request is made due to changes in law made after the date hereof, to assist in (i) determining the eligibility of the Subscriber to hold an Interest or participate in certain Partnership investments, (ii) determining the Partnership's, the General Partner's or the Manager's compliance with applicable regulatory (including tax and ERISA) requirements, including but not limited to any tax filing or reporting obligations of the Partnership in any jurisdiction, (iii) determining the General Partner's, the Manager's or the Partnership's tax status, (iv) determining the extent of withholding, reporting or other tax obligations of the Partnership or any Portfolio Company, including but not limited to obligations arising under the Savings Directive or DAC, (v) determining the Manager's, the General Partner's, the Partnership's, its Portfolio Companies' and their respective affiliates' compliance with applicable laws, or (vi) establishing the eligibility of the Partnership, any Alternative Vehicle or any Portfolio Company for relief from any Taxation, including eligibility for any benefits available under any double taxation treaty

(which information shall be updated periodically at any times requested by the General Partner or the Manager).

(b) Indemnification.

- (i) The Subscriber acknowledges and agrees that the Manager will rely on the representations, warranties and agreements contained in this Deed of Adherence and any information provided to the Partnership, the Manager or the General Partner by the Subscriber pursuant to Information Reporting Regimes (as defined below) (including pursuant to paragraph 4(c) below) and, to the fullest extent permitted by applicable law, the Subscriber agrees to indemnify and hold harmless the Partnership, the General Partner, the Manager, any Associate thereof and each officer, director, shareholder, agent, partner, employee or member of the foregoing and each other person that controls, is controlled by, or is under common control with, any of the foregoing within the meaning of Section 450 of the Corporation Tax Act 2010, from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of (i) reliance on such representations, warranties and agreements, (ii) any breach of any representation, warranty or certification, or any breach of or failure to comply with any covenant or undertaking, made by or on behalf of the Subscriber in this Deed of Adherence or in any other document furnished by or on behalf of the Subscriber to any of the foregoing in connection with acquiring the Interests or (iii) any action instituted by or on behalf of the Subscriber that is finally resolved by judgment against the Subscriber.
- (ii) Any indemnification payments made by the Subscriber pursuant to this paragraph 4(b) will not reduce the Subscriber's Undrawn Loan Commitment and will not be treated as a Commitment. If the Partnership is obligated to pay out-of-pocket expenses because of the Subscriber's status or otherwise specifically attributable to the Subscriber, then the Subscriber shall reimburse the Partnership in full for all such expenses.

(c) FATCA and other Information Reporting Regimes.

- (i) The Subscriber covenants and agrees to provide promptly, and update periodically, at any times requested by the Manager, all information, documentation, certifications and forms (including, without limitation, Tax Forms), and verifications thereof that the Manager deems necessary to comply with (A) Code §§1471 - 1474, any amended or successor legislation, any U.S. Department of Treasury Regulations, forms, instructions or other guidance issued pursuant thereto, (B) any intergovernmental agreement entered into pursuant to such authorities, and (C) any current or future legislation, regulations or guidance promulgated by any jurisdiction giving effect to any item described in clause (A) or (B) (collectively, the authorities referenced in clauses (A), (B) and (C) are referred to herein as "FATCA"), as well as any (w) legislation, treaty, agreement, regulations or guidance entered into or enacted or promulgated by any jurisdiction or international organisation which seeks to implement similar reporting and/or withholding tax regimes, (x) other intergovernmental agreement between any jurisdictions concerning the

collection and sharing of information, (y) legislation, treaty, agreement, regulations, forms, instructions or guidance entered into or promulgated or enacted by any jurisdiction or international organisation implementing country-by-country reporting in response to Action 13 of the OECD Base Erosion and Profit Shifting Action Plan, and (z) current or future legislation, regulations or guidance promulgated by or between any jurisdiction or jurisdictions or international organisations (including, without limitation, the OECD) relating to or giving rise to or effect to any item described in clause (x) or (y) (collectively with FATCA, the authorities described in clauses (w), (x), (y) and (z) are referred to herein as "Information Reporting Regimes"), including but not limited to information, documentation, certifications and forms (and verifications thereof) the Manager deems necessary:

- (1) to determine the residence, citizenship, country of domicile, incorporation or organisation, and any tax status ascribed to the Subscriber and its beneficial owners pursuant to Information Reporting Regimes (including, without limitation, the most current applicable version of IRS Form W-9 or W-8, the applicable Self-Certification Form accompanying this Deed of Adherence and any other "self-certification" documentation the Manager deems necessary);
- (2) to determine whether withholding of tax is required with respect to amounts payable or attributable to the Subscriber pursuant to any Information Reporting Regime (including, without limitation, FATCA);
- (3) to satisfy reporting obligations imposed by any Information Reporting Regime (including, without limitation, FATCA), for the Partnership and any Alternative Vehicle to enter into any agreement required pursuant to any Information Reporting Regime (including, without limitation, FATCA); or
- (4) to comply with the terms of such an agreement on an annual or more frequent basis.

All of the information, documentation, certifications and forms (and verifications thereof) described in this paragraph 4(c), collectively with the Tax Forms and any other tax-related information collected pursuant to this Deed of Adherence or the Partnership Agreement, is referred to herein as "Tax Information".

- (ii) The Subscriber covenants and agrees to waive any provision of applicable law that would, absent a waiver, prevent the Partnership and any Alternative Vehicle from satisfying any of its reporting or withholding obligations under any Information Reporting Regime.
- (iii) The Subscriber acknowledges that if it fails to supply any Tax Information required pursuant hereto on a timely basis, the Subscriber, the Partnership and any Alternative Vehicle and/or a Portfolio Company may be subject to withholding taxes. The Subscriber hereby agrees to indemnify and hold

harmless the Partnership, any Alternative Vehicle and their partners or other owners against any such withholding taxes or any other penalties that may arise as a result of action or inaction by Subscriber in connection with any Information Reporting Regime. The Subscriber further acknowledges that its failure to comply with any requirement pursuant to this paragraph 4(c) may result in the Partnership and any Alternative Vehicle being unable to enter into or comply with an agreement required pursuant to an Information Reporting Regime, or may cause the termination of such an agreement. Such failure may result in the withdrawal provisions set out in Clause 8.4 of the Partnership Agreement applying to the Subscriber's Interest.

- (iv) The Subscriber shall promptly notify the Manager in writing if any governmental body terminates any agreement entered into with the Subscriber pursuant to FATCA or any Information Reporting Regime.
 - (v) The Subscriber acknowledges that any Tax Information requested or compiled by the Manager, the Partnership, any Alternative Vehicle or their agents pursuant to this Deed of Adherence or any Information Reporting Regime, may be disclosed to (i) the IRS and U.S. Department of Treasury, (ii) any other governmental body which collects information pursuant to an applicable Information Reporting Regime, and (iii) any withholding agent where the provision of Tax Information is required by such withholding agent to avoid the application of any withholding tax on any payments to the Partnership or any Alternative Vehicle.
 - (vi) The Subscriber further consents to the disclosure of Tax Information concerning Subscriber and its owners to, and the collection, access, processing and storage of Tax Information concerning Subscriber and its owners by, affiliates and agents of the Partnership, the General Partner, the Manager, any Alternative Vehicle and other service providers to any of them, in any jurisdiction, including in the United States and in countries outside the European Economic Area, for the purposes of (A) providing services related to any Information Reporting Regime, and (B) assisting any of them with compliance with any Information Reporting Regime, including the disclosure by such parties of Tax Information to applicable governmental authorities or international organisations.
 - (vii) The Subscriber acknowledges that Tax Information can become subject to the legal systems and laws in force in each state or country (i) where it is held, received or stored, (ii) from where it is accessed in connection with providing services related to any Information Reporting Regime or other services, or (iii) through which it passes, and such jurisdictions may not have the same data protection laws as the country in which the Subscriber is domiciled.
- (d) Consent to Electronic Delivery of Schedules K-1. The Subscriber consents to receive Schedules K-1 (Partner's Share of Income, Deductions, Credits, etc.) from the Partnerships, if applicable, electronically via email, the internet, and/or another electronic reporting medium in lieu of paper copies. The Subscriber agrees that it will confirm this consent electronically at a future date in a manner set forth by the Manager at such time. Additionally, if the Subscriber ever owns

an interest in any other entity classified as a partnership for U.S. federal income tax purposes by reason of its Commitment to the Partnership, the Subscriber (i) consents to receive Schedules K-1 from such other entity electronically via email, the internet, and/or another electronic reporting medium in lieu of paper copies and (ii) agrees, upon notification by the Manager of the Subscriber's ownership of an interest in such other entity, to access a consent document at the internet location then specified by the Manager and follow the instructions contained therein.

- (e) Partnership Advisers. The attorneys, accountants and other experts and agents who perform services for the Manager or the General Partner may also perform services for the Partnership Entities (as defined in paragraph 3(n) above). It is contemplated that any such dual representation, if commenced, will continue. The Manager or the General Partner may, without the consent of any Limited Partner, execute on behalf of any of the Partnership Entities any consent to the representation of the Partnership Entities that counsel may request pursuant to the rules of professional conduct in the applicable jurisdiction. The Manager has retained Kirkland & Ellis International LLP and Kirkland & Ellis LLP (together, the "Fund Counsel") in connection with the formation of the Partnership Entities and may retain the Fund Counsel as legal counsel in connection with the management and operation of the Partnership Entities, including, without limitation, making, holding and disposing of investments. The Fund Counsel will not represent the Subscriber or any other Limited Partner or prospective limited partner of the Partnership Entities, unless the Manager and such Limited Partner or prospective limited partner otherwise agree, in connection with the formation of the Partnership Entities, the offering of the Interests, the management and operation of the Partnership Entities or any dispute that may arise between any Limited Partner, on one hand, and the Manager and/or the Partnership Entities on the other hand (the "Partnership Legal Matters"). The Subscriber will, if it requires 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. The Subscriber agrees that the Fund Counsel may represent the Manager and/or the Partnership Entities in connection with the formation of the Partnership Entities and any and all other Partnership Legal Matters (including any dispute between the Manager and the Subscriber or any other Partner). The Subscriber acknowledges and agrees that (i) the Fund Counsel's representation of the Manager is limited to the specific matters with respect to which it has been retained and consulted by such persons, (ii) there may exist other matters that could have a bearing on the Partnership Entities, the Partnership Entities' investments and portfolio companies, the Manager and/or their affiliates as to which the Fund Counsel have been neither retained nor consulted, (iii) the Fund Counsel do not undertake to monitor the compliance of the Manager and its affiliates with the investment program and other investment guidelines and procedures set forth in the Offering Materials, the Partnership Agreement, and any other presentation or materials presented or provided to the Subscriber by or on behalf of the Manager, nor do the Fund Counsel monitor compliance by the Partnership Entities, the Manager and/or their affiliates with applicable laws, unless in each case the Fund Counsel have been specifically retained to do so, (iv) the Fund Counsel do not investigate or verify the accuracy and completeness of information set forth in the Offering Materials concerning the Partnership, the Manager or any of their respective affiliates and personnel or

investments or portfolio companies and (v) except for any opinions specifically set forth in a signed opinion letter issued by the Fund Counsel, the Fund Counsel are not providing any advice, opinion, representation, warranty or other assurance of any kind as to any matter to any Limited Partner of the Partnership.

- (f) Placement Agent. The Subscriber hereby acknowledges and agrees that the Partnership has engaged Campbell Lutyens & Co. Ltd. and its affiliates (the "Placement Agent") in connection with fund raising for the Partnership and such Placement Agent will be paid a fee, which may be based, in part, on the aggregate amount of Commitments to the Partnership.
- (g) Fund of Funds. If the Subscriber is a fund-of-funds or other collective investment vehicle engaged primarily in the business of investing in securities, the Subscriber agrees to indemnify and hold harmless (i) the Partnership, (ii) any person controlled by the Partnership, and (iii) each person which has the benefit of the indemnity provisions set out in Clause 17.2 of the Partnership Agreement, (each a "Fund of Funds Indemnified Party") from and against any claim, loss, damage, liability, or reasonable expense (including reasonable attorneys' fees, court costs, and costs of investigation and appeal) suffered or incurred by such Fund of Funds Indemnified Party by reason of, or arising from, any action, claim, suit or proceeding, whether at law or equity, whether threatened or pending, brought by any limited partner, unitholder or member, of, or other investor in (other than its general partner, if any), the Subscriber against any Fund of Funds Indemnified Party arising out of or otherwise relating to the Partnership or its business activities. The foregoing indemnification shall not apply to any action, claim, suit or proceeding, whether at law or equity, whether threatened or pending, brought by the Subscriber or, if any, the general partner of the Subscriber, including on behalf of its limited partners, unitholders, members or other investors (in the Subscriber's capacity as a Limited Partner of the Partnership).
- (h) Successors and Assigns. This Deed of Adherence, to the extent accepted by the Manager, will be binding upon the Subscriber's heirs, legal representatives, successors and permitted assigns.
- (i) Headings. Section and other headings contained in this Deed of Adherence are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Deed of Adherence.
- (j) Governing Law. This Deed of Adherence and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales (without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than England and Wales).
- (k) Jurisdiction. To the fullest extent permitted by applicable law, any action or proceeding brought by the Subscriber against the Manager, the General Partner (or their respective direct or indirect owners, officers, directors, managers or employees in their capacity as such, or in any related capacity) or the Partnership, or relating in any way to this Deed of Adherence or other Offering Materials, shall be brought and enforced in the courts of England and Wales, and, to the extent permitted by applicable law, the Subscriber irrevocably submits to the exclusive jurisdiction of such courts in respect of any action or proceeding

between it and the Manager, the General Partner (or their respective direct or indirect owners, officers, directors, managers or employees in their capacity as such, or in any related capacity) or the Partnership, or relating in any way to this Deed of Adherence or other Offering Materials. The Subscriber irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in the courts of England and Wales and any claim that any such action or proceeding brought in either court has been brought in an inconvenient forum.

- (l) Severability. Each provision of this Deed of Adherence and each provision of or grant of authority by or in the Power of Attorney shall be considered severable. If it is determined by a court of competent jurisdiction that any provision of this Deed of Adherence is invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Deed of Adherence.
- (m) Survival. The representations and warranties of the Subscriber in, and the other provisions of, this Deed of Adherence shall survive the execution and delivery of this Deed of Adherence, and the admission of the Subscriber to the Partnership.
- (n) Counterparts. This Deed of Adherence may be executed in one or more counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, the Subscriber has executed and unconditionally delivered this Deed of Adherence as a deed on 21 December 2016 . ***(Please do not date)***

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NATURAL PERSONS*:
(i.e., individuals)**

EXECUTED and DELIVERED as a DEED by:

Subscriber's Name: _____
(print or type)

Subscriber's Signature: _____
(signature)

Spouse's Signature: _____
(only required if subscription is being made by a husband and wife as joint tenants) (signature)

in the presence of:
Witness Signature: _____

Witness Name: _____


Witness Address: _____

Witnesses Occupation: _____

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS*:
(i.e., corporations, partnerships, limited liability companies, trusts or other entities)**

EXECUTED and DELIVERED as a DEED by:
Commonwealth of Pennsylvania

Subscriber's Name: State Employees' Retirement System
(print or type)

By:  _____
(signature of authorised representative)

Name: David R. Fillman
(print or type name of authorised representative)

Title: Chairman
(print or type title of authorised representative)

in the presence of:
Witness Signature:  _____

Witness Name: Sheila M. Willrich

Witness Address: 30 North 3rd St, Ste 150
Harrisburg PA 17101-7716

Witnesses Occupation: legal assistant

*If an attorney-in-fact in executing this document on behalf of a Subscriber, a copy of the applicable power of attorney must be provided to Kirkland & Ellis International LLP. In addition, the signatory must clearly disclose any principal/agent relationship by indicating in the signature block that such party is signing as an agent (e.g., "(name of agent) as agent for (name of principal)").


TDR CAPITAL IV 'A' L.P.
DEED OF ADHERENCE
MANAGER ACCEPTANCE PAGE

TDR Capital LLP, the manager of TDR Capital IV 'A' L.P. (the "Partnership"), hereby accepts the Subscriber's subscription in the terms set out in the Subscriber's Deed of Adherence (the "Deed of Adherence") and the limited partnership agreement governing the Partnership, on behalf of the Partnership either (a) for the Commitment set forth below or (b) if the Commitment below is left blank, then for the Subscriber's requested Commitment amount set forth on the Table of Key Information, and hereby admits such person as a Limited Partner.

Commitment: € 80,000,000

Dated: 21 December 2016

TDR CAPITAL LLP
in its capacity as manager of TDR Capital IV 'A' L.P.

By: 
Name: Emma Gilks
Title: Authorised attorney

SUBSCRIBER INFORMATION STATEMENT

Part I. Basic Subscriber Details

(i) Type of Entity / Subscriber. The Subscriber is:

- _____ (1) a natural person;
- _____ (2) a corporation;
- _____ (3) a general partnership;
- _____ (4) a limited partnership;
- _____ (5) a limited liability partnership;
- _____ (6) a limited liability company;
- _____ (7) an unincorporated agency or instrumentality of the government of _____ (specify city, state, province, country and/or other jurisdiction);
- _____ (8) a trust of the following type: _____ (e.g., charitable remainder trust, etc.); or
- X (9) the following other form of entity:
state governmental pension plan.

(ii) Jurisdiction. The Subscriber is either (i) in the event it is natural person, a citizen of the following country; or (ii) in the event that it is an entity, organised in the following jurisdiction: Pennsylvania, USA.

(iii) Domicile. The Subscriber is domiciled in Pennsylvania, USA (specify jurisdiction, including the applicable city, province or other subdivision thereof).

(iv) Beneficial Ownership.

Please tick either Box A or Box B

The Subscriber will hold its interest in the Partnership for itself beneficially **A**

OR

The Subscriber will hold its interest in the Partnership as trustee for the following beneficiary: _____ **B**

Part II. Basic Subscriber Details (Natural Persons) *(To be completed by Subscribers who are natural persons only)*

- (i) Social Security No: The Subscriber's Social Security Number is as follows:
_____.
- (ii) Date of Birth: The Subscriber's date of birth is as follows:
_____ (DD/MM/YYYY).

Part III. Tax Information

- (i) Tax Residence. The Subscriber is resident for tax purposes in the following jurisdiction (and only the following jurisdiction): Pennsylvania, USA.
- (ii) UTR. If the Subscriber has a UTR, it is as follows:
_____.
- (iii) Tax Identification Number: The Subscriber's tax identification number is as follows: XXXXXXXXXX_____.
- (iv) Schedule K-1.

Please tick the Box if applicable.

The Subscriber is subject to certain tax filing obligations under U.S. law and hereby requests the right to receive a Schedule K-1 in respect of its Interest.

Part IV. Miscellaneous

- (i) Co-investment Opportunities.

Please tick the Box if applicable.

The Subscriber hereby notifies the Manager of its interest in participating in co-investment opportunities to invest alongside the Partnership and requests that (A) the Manager, the General Partner and their respective Associates periodically notify the Subscriber of any co-investment opportunities or any opportunities to invest in other investment funds to be established, managed or advised by the Manager, the General Partner or their respective Associates (collectively, the "TDR Funds") and (B) the Manager, the General Partner and their respective Associates provide the Subscriber with such information regarding the TDR Funds as may be necessary in order for the Subscriber to evaluate an investment in such TDR Funds (it being understood by the Subscriber that the Manager is not obligated to offer any such opportunities to the Subscriber). The Subscriber acknowledges and agrees that such request is being made at its own initiative and it shall be under no obligation to participate in any such co-investment opportunities.

ERISA STATEMENT

Part I. Benefit Plan Matters.

- (i) The Subscriber is a “Benefit Plan Investor” within the meaning of Section 3(42) of ERISA.

_____ True False

- (ii) The Subscriber is, or is wholly owned by, an “employee benefit plan” that is subject to Title I of ERISA.

_____ True False

- (iii) The Subscriber is, or is wholly owned by, an individual retirement account or annuity or other “plan” that is subject to Code §4975.

_____ True False

If Subscriber checked “True” to the foregoing question and Subscriber is an individual retirement account that is subject to Code §4975 (an “IRA”), is the decision to invest in the Partnership being made by the IRA owner?

_____ Yes _____ No

- (iv) The Subscriber is, or is wholly owned by, an insurance company general account.

_____ True False

If “True,” could the underlying assets of the Subscriber at any time include the “plan assets” of one or more Benefit Plan Investors that are subject to ERISA or Code §4975?

_____ Yes _____ No

If “Yes”, the Subscriber represents that no more than _____% (specify maximum percentage) of its assets could be deemed to include “plan assets” of any Benefit Plan Investor. The Subscriber represents, warrants and covenants that this percentage shall not be exceeded for so long as it holds an Interest.

- (v) The Subscriber is, or is wholly owned by, an entity described in 29 C.F.R. § 2510.3-101(h) of the “Plan Asset Regulation” (meaning U.S. Department of Labor regulations codified at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA), including a group trust which is exempt from taxation pursuant to the principles of Rev. Ruling 81-100; a common or collective trust fund of a bank; or an insurance company separate account (other than a separate account that is maintained solely in connection with fixed contractual obligations of the insurance company under which the amounts payable, or credited, to the plan and

to any participant or beneficiary of the plan are not affected in any manner by the investment performance of the separate account).

_____ True False

If "True," do the underlying assets of the Subscriber include "plan assets" of one or more Benefit Plan Investors that are subject to ERISA or Code §4975?

_____ Yes _____ No

- (vi) The Subscriber is an entity, account or other pooled investment fund other than one described in Items (iv) or (v), above, such as a fund of funds, the underlying assets of which are or could be in the future (*e.g.*, after additional fundraising) deemed to include "plan assets" of any Benefit Plan Investors that are subject to ERISA or Code §4975.

_____ True False

If "True," the maximum percentage of the Subscriber's assets that may be deemed to include "plan assets" of any Benefit Plan Investors is _____% (specify maximum percentage). The Subscriber represents, warrants and covenants that this percentage shall not be exceeded for so long as it holds an Interest.

- (vii) The Subscriber is a "governmental plan" within the meaning of Section 3(32) of ERISA.

True _____ False

- (viii) The Subscriber is a U.S. "church plan" within the meaning of Section 3(33) of ERISA.

_____ True False

If "True," has the Subscriber elected to be subject to ERISA?

_____ Yes _____ No

- (ix) The Subscriber is a plan established and maintained outside of the United States primarily for the benefit of individuals substantially all of whom are non-residents of the United States.

_____ True False

- (x) Does the Subscriber, or any affiliate of the Subscriber, have discretionary authority or control with respect to the assets of the Partnership or provide investment advice for a fee (direct or indirect) with respect to such assets?

_____ True False

For purposes of the foregoing, an "affiliate" of a person or entity includes any person or entity, directly or indirectly, through one or more intermediaries,

controlling, controlled by or under common control with such person or entity. "Control," with respect to a person other than an individual, means the power to exercise a controlling influence over the management or policies of such person.

Note that any Subscriber subject to ERISA or Code §4975 must be represented by an independent fiduciary with financial expertise and must make the representation contained in Part (II)(ii) below.

Part II. ERISA Representations

If the Subscriber is (x) a Benefit Plan Investor or (y) a governmental plan or other retirement arrangement (collectively with Benefit Plan Investors, "Plans"), the Subscriber makes the following representations, warranties and covenants:

- (i) The Plan's decision to invest in the Partnership was made on an arm's length basis by duly authorized fiduciaries in accordance with the Plan's governing documents, which fiduciaries (each, a "Plan Fiduciary") are independent of the Partnership, the Manager, the General Partner and their affiliates and are capable of evaluating investment risk independently, both in general and with regard to the Plan's prospective investment in the Partnership.
- (ii) If the Subscriber is subject to ERISA or Code §4975, such Subscriber's decision to invest in the Partnership has been made by a Plan Fiduciary responsible for exercising independent judgment in connection with evaluating the investment in the Partnership, which Plan Fiduciary is a fiduciary under ERISA or the Code, or both with respect to the decision to invest in the Partnership, is not the IRA owner, in the case of an investor that is an IRA, and is one of the following: (i) a bank as defined in Section 202 of the Investment Advisers Act or similar institution that is regulated and supervised and subject to periodic examination by a state or federal agency; (ii) an insurance carrier which is qualified under the laws of more than one state to perform the services of managing, acquiring or disposing of assets of a plan; (iii) an investment adviser registered under the Investment Advisers Act or, if not registered under the Investment Advisers Act by reason of paragraph (1) of Section 203A of the Investment Advisers Act, registered under the laws of the state in which it maintains its principal place of business; (iv) a broker-dealer registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"); or (v) an independent fiduciary that holds, or has under management or control, total assets of at least \$50 million.
- (iii) None of the Partnership, the Manager, the General Partner or any of their affiliates has undertaken to provide impartial investment advice or to give advice in a fiduciary capacity, and no such advice was relied upon by any Plan Fiduciaries in deciding to invest in the Partnership. Such Plan Fiduciaries have considered any fiduciary duties or other obligations arising under ERISA, Code §4975 and any other non-U.S., U.S. federal, state or local law substantially similar to ERISA or Code §4975 ("Similar Law"), including any regulations, rules and procedures issued thereunder and related judicial interpretations, in determining to invest in the Partnership, and such Plan Fiduciaries have independently determined that an investment in the Partnership is consistent with such fiduciary duties and other obligations.

- (iv) No discretionary authority or control was exercised by the Partnership, the Manager, the General Partner or any of their respective affiliates in connection with the Plan's investment in the Partnership. No individualised investment advice was provided to the Plan or the Plan Fiduciary by the Partnership, the Manager, the General Partner or their affiliates based upon the Plan's investment policies or strategies, overall portfolio composition or diversification with respect to its investment in the Partnership.
- (v) The Subscriber acknowledges and agrees that the Partnership does not intend to hold plan assets of the Plan and that none of the Partnership, the Manager, the General Partner or any of their affiliates will act as a fiduciary to the Plan under ERISA, the Code or any Similar Law with respect to the Subscriber's purchase or retention of an Interest or the management or operation of the Partnership.
- (vi) Assuming the assets of the Partnership are not "plan assets" within the meaning of Section 3(42) of ERISA, the Subscriber's acquisition and holding of an Interest will not constitute or result in a non-exempt "prohibited transaction" under ERISA or Code §4975 or a violation of any Similar Law.

US INVESTOR SCHEDULE

1. No Registration of Interests. The Subscriber understands that Interests have not been, and will not be, registered under the Securities Act, or any state or non-United States securities laws, and are being offered and sold in reliance upon United States federal, state and applicable non-United States exemptions from registration requirements for transactions not involving a public offering. The Subscriber recognises that reliance upon such exemptions is based in part upon the representations of the Subscriber contained in this Deed of Adherence.
2. Investment Company Act Matters. The Subscriber understands that (i) the Partnership does not intend to register as an investment company under the Investment Company Act, and (ii) the Subscriber will not be afforded the protections provided to investors in registered investment companies under the Investment Company Act. Except as expressly indicated in this Schedule 3, the Subscriber was not formed or reformed (as interpreted under the Investment Company Act) for the specific purpose of making an investment in the Partnership, and, under the ownership attribution rules promulgated under Section 3(c)(1) of the Investment Company Act, no more than one person will be deemed a beneficial owner of the Subscriber's Partnership Interest. If the Subscriber has indicated in this Schedule 3 that it is a "qualified purchaser," then the Subscriber is a "qualified purchaser" as that term is defined under the Investment Company Act and the rules and regulations promulgated thereunder.
3. Investment Advisers Act Matters. The Subscriber understands that none of the Manager or the General Partner, their owners, managers and any other person or entity selected by the Manager or the General Partner to act as an agent of the Partnership with respect to managing the investments of the Partnership currently is registered under the Investment Advisers Act. The Subscriber will not be afforded the protections provided to clients of registered investment advisers under the Investment Advisers Act. However, the Manager, the General Partner or any of their owners or managers, or any other person or entity selected by the Manager or the General Partner to act as investment adviser, manager and/or agent of the Partnership in managing its investments may, in its sole discretion, register as an investment adviser under the Investment Advisers Act. The Subscriber, as well as any other direct or indirect beneficial owner of the Subscriber that would be identified as a "client" under Rule 205-3 of the Investment Advisers Act, is a "qualified client" within the meaning of the Investment Advisers Act and the rules and regulations promulgated thereunder. The Subscriber agrees that 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 applicable securities laws to be provided to the Subscriber.
4. Tax Status of Flow-Through Subscriber. If the Subscriber is a partnership, a limited liability company treated as a partnership for United States federal income tax purposes, a grantor trust (within the meaning of Sections 671-679 of the United States Internal Revenue Code of 1986, as amended (the "Code")) or an S corporation (within the meaning of Code §1361) (each a "flow-through entity"), the Subscriber represents and warrants that either:

- (a) no person or entity will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person's or entity's interest in the Subscriber is attributable to the Subscriber's investment in the Partnership; or
 - (b) if one or more persons or entities will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person's or entity's interest in the Subscriber is attributable to the Subscriber's investment in the Partnership, neither the Subscriber nor any such person or entity has or had any intent or purpose to cause such person (or persons) or entity (or entities) to invest in the Partnership indirectly through the Subscriber in order to enable the Partnership to qualify for the 100-partner safe harbor under Treasury Regulation §1.7704-1(h).
5. Privacy Notice. If a natural person (or an entity that is an "alter ego" of a natural person (e.g., a revocable grantor trust, an individual retirement account or an estate planning vehicle)), the Subscriber has received and read a copy of the initial privacy notice with respect to the Manager and the General Partner's collection and maintenance of non-public personal information regarding the Subscriber.
6. Accredited Investor. The Subscriber is an "accredited investor" as that term is defined in Regulation D promulgated under the Securities Act.

**US INVESTOR
QUALIFICATION STATEMENT
FOR INDIVIDUALS**

Part I. Regulation D and Regulation S Matters.

(a) If the Subscriber is a natural person (i.e., an individual), a revocable grantor trust (the sole settlor (i.e., grantor) of which is a natural person), an individual retirement account of a natural person or a self-directed employee benefit plan of a natural person, please indicate with an "X" the category or categories that accurately describe such natural person and qualify him or her as an "accredited investor" pursuant to Regulation D promulgated under the Securities Act:

- _____ (1) a natural person whose individual net worth¹ (or joint net worth with such person's spouse) exceeds \$1,000,000;
- _____ (2) a natural person who had an individual income² in excess of \$200,000 in each of the two most recent years and who reasonably expects to have an individual income in excess of \$200,000 in the current year, or who had joint income³ in excess of \$300,000 in each of the two most recent years and who reasonably expects to have joint income in excess of \$300,000 in the current year; or
- _____ (3) a director, executive officer, or general partner of the issuer of the limited partnership interests being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

¹ For purposes of this item, "net worth" means the excess of total assets at fair market value (excluding the value of the primary residence of such natural person) over total liabilities (excluding the amount of indebtedness secured by the primary residence of such natural person up to such primary residence's fair market value, except that if the amount of such indebtedness outstanding at the time of investment in the Partnership exceeds the amount outstanding 60 days before such time (the "additional indebtedness"), other than as a result of the acquisition of the primary residence, the amount of such additional indebtedness shall be included as a liability)

² For purposes of this item, "individual income" means adjusted gross income as reported for U.S. federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under §103 of the United States Internal Revenue Code of 1986, as amended (the "Code"), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Code §611 *et seq.*, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Code §1202 prior to its repeal by the Tax Reform Act of 1986.

³ For purposes of this item, "joint income" means adjusted gross income as reported for U.S. federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (including any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under Code §103, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Code §611 *et seq.*, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Code §1202 prior to its repeal by the Tax Reform Act of 1986.

(b) The Subscriber⁴ has not been subject to any Disqualifying Event (as defined in Appendix B) and is not subject to any proceeding or event that could result in any such Disqualifying Event.

_____ True _____ False

Part II. Investment Advisers Act Matters.

(Note that the ability to give a response of “True” to the question below qualifies the Subscriber as a “qualified client” under the Investment Advisers Act.)

The natural person described in Part I(a) above:

(1) has a net worth (including assets held jointly with such person’s spouse) in excess of \$2,100,000, excluding the value of the primary residence of such person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property up to the estimated fair market value of the property;

_____ True _____ False

(2) is making a commitment to the Partnership of at least \$1,000,000; or

_____ True _____ False

(3) is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act (i.e., such person owns at least \$5,000,000 of Investments as defined in Appendix A hereto).

_____ True _____ False

Part III. Qualified Purchaser Matters.

The natural person described in Part I(a) above owns at least \$5,000,000 of Investments as defined in Appendix A hereto.

_____ True _____ False

⁴ For the purposes of this item, references to the “Subscriber” shall include any person whose interest in, or relationship to, the Subscriber is deemed to make such person a beneficial owner of the Partnership’s voting securities under Exchange Act Rule 13d-3 and within the meaning of Rule 506(d). Under Rule 13d-3, a person is a beneficial owner of a security if, for among other reasons, such person directly or indirectly has or shares (a) the power to vote or to direct the voting of such security and/or (b) the power to dispose of or direct the disposition of such security.

Part IV. Miscellaneous Matters

The Subscriber represents that it is (check one or, if none apply, explain):

_____ (1) an individual human being, or a joint tenancy (specify type: _____) comprised solely of individual human beings;

_____ (2) a revocable grantor trust, the sole settlor of which was:

(Individual's Name)

_____ (3) an individual retirement account for:
_____; or
(Individual's Name)

_____ (4) a self-directed retirement plan for:

(Individual's Name)

**US INVESTOR
QUALIFICATION STATEMENT
FOR ENTITIES**

Part I. Regulation D and Regulation S Matters.

(a) If the Subscriber is *not* a natural person, a revocable grantor trust (the sole settlor (i.e., grantor) of which is a natural person), an individual retirement account of a natural person or a self-directed employee benefit plan of a natural person (i.e., is, instead, a corporation, partnership, limited liability company, trust or other entity), please indicate with an "X" the category or categories that accurately describe the Subscriber and qualify it as an "accredited investor" pursuant to Regulation D promulgated under the Securities Act:

- _____ (1) a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;
- _____ (2) a broker or dealer registered pursuant to Section 15 of the Exchange Act;
- _____ (3) an insurance company as defined in Section 2(a)(13) of the Securities Act;
- _____ (4) an investment company registered under the Investment Company Act;
- _____ (5) a business development company as defined in Section 2(a)(48) of the Investment Company Act;
- _____ (6) a Small Business Investment Company licensed by the United States Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended;
- X (7) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- (8) an employee benefit plan within the meaning of Title I of ERISA, and (check all subcategories that apply):
 - _____ (A) 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,
 - _____ (B) the employee benefit plan has total assets in excess of \$5,000,000, or

_____ * (C) such plan is a self-directed plan with investment decisions made solely by persons that are “accredited investors”;

*See Section (b) below

_____ (9) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;

(10) one of the following entities which was not formed for the specific purpose of making an investment in the Partnership and which has total assets in excess of \$5,000,000:

_____ (A) a corporation, limited liability company or partnership;

_____ (B) an organisation described in §501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the “Code”); or

_____ (C) a Massachusetts or similar business trust;

_____ (11) a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring limited partnership interests of the Partnership, whose purchase of the limited partnership interests offered is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in such limited partnership interests; or

_____ * (12) an entity in which all of the equity owners are “accredited investors.”

*See Section (b) below

(b) If the Subscriber is an accredited investor for the reason described in Part I(a)(8)(C) above, **a separate US Investor Qualification Statement must be submitted for each person making investment decisions for the Subscriber.** If the Subscriber is an accredited investor for the reason described in Part I(a)(12) above, **a separate US Investor Qualification Statement must be submitted for each stockholder, partner, member or other beneficial owner of the Subscriber.** *In the event the Subscriber is an accredited investor for any of the reasons referenced in this paragraph, the Subscriber may be required to enter into a letter agreement with the Partnership restricting direct and indirect transfers of beneficial interests in the Subscriber to accredited investors.*

(c) The Subscriber has not been subject to any Disqualifying Event (as defined in Appendix B) and is not subject to any proceeding or event that could result in any such Disqualifying Event.

_____ X _____ True _____ False

Part II. Investment Company Act Matters.

- (a) The Subscriber is one of the following:
- (1) an "investment company," as defined in Section 3(a) of the Investment Company Act, registered or required to be registered under the Investment Company Act; or
 - (2) a "business development company," as defined in Section 2(a)(48) of the Investment Company Act.

_____ True X _____ False

- (b) The Subscriber would be an "investment company" as defined in Section 3(a) of the Investment Company Act if it were not exempt from such definition due to Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

_____ True X _____ False

- (c) If the answer to Part III(a) or (b) above is "True," the Subscriber's commitment to the Partnership is less than ten percent (10%) of the Partnership's committed capital committed by all of its limited partners (leave blank if the answers to both Part II(a) and (b) above are "False").

_____ True _____ False

- (d) If the answer to Part II(c) above is "False," the number of direct or indirect beneficial owners of the Subscriber's securities as interpreted under the Investment Company Act (other than short-term paper, as such term is interpreted under the Investment Company Act) is _____ (leave blank if the answer to Part II(c) above is "True" or blank).

If at any time during the term of the Partnership any statement in Part II(a), (b), (c), or (d) shall no longer be accurate if made at such time, the Subscriber shall promptly notify the Manager.

- (e) The Subscriber was not formed or reformed (as interpreted under the Investment Company Act) for the purpose of acquiring limited partnership interests _____ of _____ the _____ Partnership.

X True _____ False

- (f) The Subscriber's commitment to the Partnership is less than forty percent (40%) of the Subscriber's assets (including committed capital).

X True _____ False

- (g) The Subscriber has made investments prior to the date hereof or intends to make investments in the near future and each beneficial owner of interests in the Subscriber has shared and will share in the same proportion in each such investment (e.g., no beneficial owner of the Subscriber may vary its interests in different investments made by or on behalf of the Subscriber).

True False

- (h) The governing documents of the Subscriber require that each beneficial owner of the Subscriber including, but not limited to, shareholders, partners and beneficiaries, participate through his, her or its interest in the Subscriber in all of the Subscriber's investments and that the profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of the Subscriber. No such beneficial owner may vary his, her or its share of the profits and losses or the amount of his, her or its contribution for any investment made by the Subscriber.

True False

- (i) The Subscriber is not managed as a device for facilitating individual investment decisions of its beneficial owners, but rather is managed as a collective investment vehicle (e.g., no beneficial owner of the Subscriber has the right to "opt out" of an investment or has individual discretion over the amount of his, her or its investment).

True False

Part III. Investment Advisers Act Matters.

(Note that the ability to give a response of "True" to each of questions (b), (c) and (d) below that apply qualifies the Subscriber as a "qualified client" under the Investment Advisers Act.)

- (a) The Subscriber is:

- (1) an entity which is registered as an "investment company" under the Investment Company Act, or which would be an "investment company" as defined in Section 3(a) of the Investment Company Act if it were not exempt from such definition due to Section 3(c)(1) of the Investment Company Act;

True False

- (2) a "business development company" as defined in Section 202(a)(22) of the Investment Advisers Act.

_____ True X False

- (b) If the Subscriber answered “False” to each part of Part III(a) above, the Subscriber (i) has a net worth in excess of \$2,100,000, (ii) is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act, or (iii) is making a commitment to the Partnership of at least \$1,000,000.

_____ X True _____ False

- (c) If the Subscriber answered “True” to any part of Part IV(a) above (a “Look-Through Entity”), each equity owner of the Subscriber (i) has a net worth (including, for natural persons, assets held jointly with such person’s spouse) in excess of \$2,100,000, excluding, for natural persons, the value of the primary residence of such person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property up to the estimated fair market value of the property, (ii) is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act, or (iii) is making a direct or indirect commitment to the Partnership of at least \$1,000,000.

_____ True _____ False

- (d) If the Subscriber is a Look-Through Entity and any direct or indirect equity owner of the Subscriber is also a Look-Through Entity, each equity owner of such direct or indirect equity owner (i) has a net worth (including, for natural persons, assets held jointly with such person’s spouse) in excess of \$2,100,000, excluding, for natural persons, the value of the primary residence of such person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property up to the estimated fair market value of the property, (ii) is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act, or (iii) is making a direct or indirect commitment to the Partnership of at least \$1,000,000.

_____ True _____ False

Part IV. Qualified Purchaser Matters.

(a) Please indicate with an "X" the category or categories, if any, that accurately describe the Subscriber and qualify it as a "qualified purchaser" as defined under the Investment Company Act:

_____ (1) an entity acting for its own account or the accounts of other qualified purchasers, that: (i) was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership; and (ii) which in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in Investments;¹

_____ * (2) a trust: (i) that was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership; and (ii) as to which the trustee or other person authorised to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a qualified purchaser as described in clause (a)(1) or (a)(3) or is a natural person who owns at least \$5,000,000 of Investments;

**See Section (b) below*

_____ * (3) a company as defined in Section 2(a)(8) of the Investment Company Act² that: (i) was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership; (ii) owns not less than \$5,000,000 in Investments; and (iii) is owned, directly or indirectly, only by or for 2 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 organisations, or trusts established by or for the benefit of such persons (a "Family Company");

**See Section (b) below*

_____ * (4) a company in which each beneficial owner of such company's securities is a qualified purchaser;

**See Section (b) below*

¹ See Appendix A to this US Investor Qualification Statement for the definition of "Investments." In determining whether a company is a qualified purchaser pursuant to Part IV(a)(1) there may be included Investments owned by majority-owned subsidiaries of the company, Investments owned by a company (the "Parent Company") of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

² Section 2(a)(8) of the Investment Company Act defines a "company" as "a corporation, a partnership, an association, a joint-stock company, a trust, a fund, or any organised 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."

X (5) a qualified institutional buyer as defined in paragraph (a) of Section 230.144A(a) under the Code of Federal Regulations (the “CFR”), acting for its own account, the account of another qualified institutional buyer or the account of a qualified purchaser provided: (i) a dealer described in paragraph (a)(1)(ii) of Section 230.144A of the CFR owns and invests on a discretionary basis at least \$25 million in securities of issuers that are not affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Section 230.144A of the CFR or a trust fund referred to in paragraph (a)(1)(i)(F) of Section 230.144A of the CFR 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; or

_____ (6) the Subscriber is not a “qualified purchaser” as defined under the Investment Company Act.

(b) **If the Subscriber is a qualified purchaser for the reason described in Part IV(a)(2) above**, a separate US Investor Qualification Statement must be submitted for each trustee, or other person authorized to make decisions with respect to the trust and each settlor or other person who has contributed assets to the trust. **If the Subscriber is a qualified purchaser for the reason described in Part IV(a)(3) above**, additional information regarding the direct and indirect owners of the Family Company may need to be provided to the Manager. **If the Subscriber is a qualified purchaser for the reason described in Part IV(a)(4) above**, a separate US Investor Qualification Statement must be submitted for each beneficial owner of the Subscriber’s securities. *In the event the Subscriber is a qualified purchaser for the reasons referenced in Part IV(a)(3) or Part IV(a)(4), the Subscriber may be required to enter into a letter agreement with the Partnership restricting direct and indirect transfers of beneficial interests in the Subscriber to, in the case of Part IV(a)(3), qualified family members and, in the case of Part IV(a)(4), qualified purchasers.*

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

³ The Investment Company Act and the rules and regulations thereunder require that (i) all “beneficial owners” of outstanding securities (other than “short-term paper”) of such Subscriber that acquired their interests on or before April 30, 1996, and (ii) all “beneficial owners” of any other excepted investment company that is a “beneficial owner” of outstanding securities (other than “short-term paper”) of such Subscriber that acquired their interests in such other excepted investment company on or before April 30, 1996, consent to such treatment. Terms in quotes in the preceding sentence refer to such terms as interpreted under the Investment Company Act. The unanimous consent of all trustees, directors or general partners of a beneficial owner which is a trust or company referred to in Part IV(a)(2) or Part IV(a)(3) shall constitute consent of a beneficial owner for purposes of this Part IV(c).

Part V. Miscellaneous Matters

(a) Notifications. The Subscriber hereby notifies the Manager and the Partnership that it is (check any and all that apply):

_____ (1) a Limited Partner subject to the BHCA⁴, but is investing under Section 4(k) of the BHCA;

_____ (2) a Limited Partner subject to the BHCA, but is not investing under Section 4(k) of the BHCA;

X (3) a “Governmental Plan Partner”⁵; and/or

X (4) a “Tax Exempt Partner”⁶.

(b) Fund of Funds. Is the Subscriber a fund of funds?⁷

_____ Yes X _____ No

(c) Type of Organization. The Subscriber represents that it is (check only one):

_____ (1) a broker or dealer registered pursuant to Section 15 of the Exchange Act;

_____ (2) an insurance company as defined in Section 2(a)(13) of the Securities Act;

_____ (3) an investment company registered with the United States Securities and Exchange Commission;

_____ (4) an issuer that would be an “investment company” as defined in Section 3(a) of the Investment Company Act if it

⁴ “BHCA” means the U.S. Bank Holding Company Act of 1956, as amended (including any modifications made pursuant to the U.S. Gramm Leach Bliley Act), and other similar banking legislation, and the rules and regulations promulgated thereunder.

⁵ “Governmental Plan Partner” means, with respect to any determination hereunder, any Partner that (i) is a “governmental plan” (as defined in §3(32) of ERISA), and (ii) has notified the Manager in writing of such status at any time prior to such determination.

⁶ “Tax Exempt Partner” means, with respect to any determination hereunder, any Limited Partner that is (or any Limited Partner that is a flow through entity for U.S. federal income tax purposes that has a partner or member that is) exempt from U.S. federal income taxation under Code §501(a) or, as determined by the Manager in its sole discretion from time to time, such other Code sections, and that has notified the Manager in writing of such status at any time prior to such determination.

⁷ For purposes of this item, “fund of funds” means a pooled investment vehicle that invests 10 percent (10%) or more of its total assets in other pooled investment vehicles, whether or not they are private funds or registered investment companies.

were not exempt from such definition due to Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;

- (5) a non-profit (i.e., 501(c) or equivalent) organization;
- (6) a pension plan (excluding governmental pension plans);
- (7) a banking or thrift institution (proprietary);
- (8) a state or municipal government entity;⁸
- (9) a state or municipal governmental pension plan;
- (10) a sovereign wealth fund or foreign official institution;
- (11) none of the above.

(d) Government Plans, Agencies or Units. Is the Subscriber entitled to assert sovereign immunity or a similar defence against the enforcement of its obligations under this Deed of Adherence or the Partnership Agreement?

Yes No

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

Yes No

SERS is subject to the Pennsylvania Right to Know Law, 65 P.S. 67.101

⁸ For purposes of this item, "government entity" means any state or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in their official capacity.¹ For purposes of determining whether the Subscriber is a qualified purchaser, the aggregate amount of Investments owned and invested on a discretionary basis by the Subscriber will be the Investments' fair market value on the most recent practicable date, or their cost; *provided* that: (i) in the case of Commodity Interests (as defined in paragraph 3 of this Appendix A), the amount of Investments will be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and (ii) in each case, deduct from the amount of Investments owned by the Subscriber the following amounts, as applicable: (a) the amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the Investments owned by the Subscriber (including, in the case of any joint Investments, any outstanding indebtedness incurred by the spouse to acquire or for the purpose of acquiring the Investments) and (b) in addition to the amount specified in clause (a) of this sentence with respect to a Family Company (described in Part IV(a)(3) of the US Investor Qualification Statement), the amount of outstanding indebtedness incurred by an owner of the Family Company to acquire or for the purpose of acquiring such Investments.

APPENDIX A

Definition of “Investment” for purposes of the Investment Company Act

For purposes of determining whether the Subscriber qualifies as a “qualified purchaser” under the Investment Company Act, the term Investments¹ means:

- (1) Securities (as defined by Section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with the Subscriber, unless the issuer of such securities is: (A) an investment company, a company that would be an investment company but for an exclusion provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Section 270.3a-6 or 270.3a-7 of the CFR, or a commodity pool; (B) a company that files reports pursuant to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended, or 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 (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 Subscriber will acquire the securities of the Partnership;
- (2) Real estate held for investment purposes. Real estate shall not be considered to be held for investment purposes by the Subscriber if it is used by the Subscriber or a Related Person (A) for personal purposes or as a place of business, or (B) in connection with the conduct of the trade or business of the Subscriber or a Related Person, provided that real estate owned by the Subscriber if the Subscriber is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. Residential real estate shall not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Internal Revenue Code, as amended. A “Related Person” means a person who is related to the Subscriber as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Subscriber or is a spouse of such descendant or

¹ For purposes of determining whether the Subscriber is a qualified purchaser, the aggregate amount of Investments owned and invested on a discretionary basis by the Subscriber will be the Investments’ fair market value on the most recent practicable date, or their cost; *provided* that: (i) in the case of Commodity Interests (as defined in paragraph 3 of this Appendix A), the amount of Investments will be the value of the initial margin or option premium deposited in connection with such Commodity Interests; and (ii) in each case, deduct from the amount of Investments owned by the Subscriber the following amounts, as applicable: (a) the amount of any outstanding indebtedness incurred to acquire or for the purpose of acquiring the Investments owned by the Subscriber (including, in the case of any joint Investments, any outstanding indebtedness incurred by the spouse to acquire or for the purpose of acquiring the Investments) and (b) in addition to the amount specified in clause (a) of this sentence with respect to a Family Company (described in Part IV(a)(3) of the US Investor Qualification Statement), the amount of outstanding indebtedness incurred by an owner of the Family Company to acquire or for the purpose of acquiring such Investments.

ancestor; provided that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such owner;

- (3) Commodity Interests held for investment purposes. “Commodity Interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities which are traded on or subject to the rules of any contract market designated for trading such transactions under the United States Commodity Exchange Act of 1936, as amended (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. A Commodity Interest owned by the Subscriber who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests in connection with such business may be deemed to be held for investment purposes;
- (4) Physical Commodities held for investment purposes. “Physical Commodity” means any physical commodity with respect to which a Commodity Interest is traded on or subject to the rules of 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. A Physical Commodity owned by the Subscriber who is engaged primarily in the business of investing, reinvesting, or trading in Physical Commodities in connection with such business may be deemed to be held for investment purposes;
- (5) To the extent not securities, financial contracts (as such term is defined in Section 3(c)(2)(B)(ii) of the Investment Company Act) entered into for investment purposes. A financial contract entered into by the Subscriber who is engaged primarily in the business of investing, reinvesting, or trading in financial contracts in connection with such business may be deemed to be held for investment purposes;
- (6) If the Subscriber is a commodity pool or company that would be an investment company except that it is relying on an exception provided in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, any amounts payable to the Subscriber 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 Subscriber upon the demand of the Subscriber; and
- (7) Cash and cash equivalents (including in currencies other than the US dollar) held for investment purposes, including: (A) bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes; and (B) the net cash surrender value of an insurance policy.

APPENDIX B

Definition of “Disqualifying Event”

Each of the enumerated instances below is a “Disqualifying Event” for all purposes of this Deed of Adherence. The Subscriber¹ has been subject to a Disqualifying Event if the Subscriber:

- (1) has been convicted within ten years of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (the “SEC”) or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (2) is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the Subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;
- (3) is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that (i) as of the date hereof, bars the Subscriber from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;
- (4) is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the Subscriber’s registration as a broker, dealer, municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the Subscriber or (iii) bars the Subscriber from being associated with any entity or from participating in the offering of any penny stock;

¹ For the purposes of this Appendix B, references to the “Subscriber” shall include any person whose interest in, or relationship to, the Subscriber is deemed to make such person a beneficial owner of the Partnership’s voting securities under Exchange Act Rule 13d-3 and within the meaning of Rule 506(d). Under Rule 13d-3, a person is a beneficial owner of a security if, for among other reasons, such person directly or indirectly has or shares (a) the power to vote or to direct the voting of such security and/or (b) the power to dispose of or direct the disposition of such security.

- (5) is subject to any order of the SEC entered within five years of the date hereof that presently orders the Subscriber to cease and desist from committing or causing a violation or future violation of (i) any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;
- (6) is, as of the date hereof, suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;
- (7) has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A, as promulgated under the Securities Act, offering statement filed with the SEC that, within five years of the date hereof, was the subject of a refusal order, stop order or order suspending the Regulation A exemption, or is presently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or
- (8) is subject to a United States Postal Service false representation order entered within five years of the date hereof or is presently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

APPENDIX C

Definition of "U.S. Person" for purposes of the Securities Act

"U.S. Person" means:

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

However, the following are not U.S. Persons:

- (i) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organised, incorporated, or (if an individual) resident in the United States;
- (ii) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if:
 - (A) An executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate and
 - (B) the estate is governed by non-United States law;
- (iii) Any trust of which any professional fiduciary acting as trustee is a U.S. Person, if 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;

(iv) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;

(v) Any agency or branch of a U.S. Person located outside the United States if:

(A) The agency or branch operates for valid business reasons; and

(B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and

(vi) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organisations and their agencies, affiliates and pension plan.

POWER OF ATTORNEY

The undersigned hereby constitutes, appoints and grants each of (a) TDR Capital LLP, an English limited liability partnership, and each other person or entity that is or becomes a manager of TDR Capital IV 'A' L.P., an English limited partnership (the "Partnership") after the Partnership's initial closing date (collectively, the "Manager") and (b) TDR Capital General Partner IV L.P., a Scottish limited partnership, and each other person or entity that is or becomes a general partner of the Partnership (collectively the "General Partner"), with full power to act as its true and lawful representative and attorney-in-fact, in its name, place and stead, to make, execute or sign (where applicable, as a deed), acknowledge, swear to, verify, deliver, record, file and/or publish (so long as such person or entity continues to be a manager or general partner of the Partnership) the following:

1. any certificate of limited partnership or other form or filing required in connection with the formation or registration of the Partnership, a limited partnership in which the General Partner is the general partner and in which the undersigned is named as a limited partner and any formation certificates or documents for a Parallel Fund or an Alternative Vehicle created pursuant to Clause 1.12 of the agreement of limited partnership of the Partnership (such agreement, as amended, modified and/or restated from time to time in accordance with its terms, the "Agreement") including, without limitation, any partnership agreement, operating agreement, shareholders agreement or similar governing document;
2. the Agreement and any amendment duly enacted pursuant to the terms of the Agreement, and all instruments and documents that may be necessary or desirable to effectuate an amendment so approved;
3. any amendment to, modification to, restatement of or cancellation of the certificate of limited partnership, Parallel Fund document or Alternative Vehicle document described in clause 1 above;
4. all instruments, deeds, agreements, documents, consents and certificates that may from time to time be necessary or advisable to effectuate, implement and continue the valid and subsisting existence of the Partnership, a Parallel Fund or an Alternative Vehicle;
5. all instruments, deeds, agreements, documents, consents and certificates that may be necessary or advisable to effectuate the dissolution, liquidation, winding-up and termination of the Partnership, any Parallel Fund or any Alternative Vehicle or admit any additional partners or members thereto, except where such action requires the express approval of the Limited Partners hereunder;
6. all instruments, deeds, agreements, documents and certificates that may be necessary or advisable in the sole discretion of the Manager or the General Partner to effectuate the provisions of Clause 1.12 of the Agreement or in relation to the establishment and administration of a Parallel Fund;
7. in the case of a Defaulting Investor, any bills of sale or other appropriate transfer documents necessary or advisable to effectuate transfers of such person's interest pursuant to Clause 4.4 of the Agreement or of a similar interest pursuant to the

comparable provisions of the governing documents for a Parallel Fund or an Alternative Vehicle; and

8. such other documents, deeds, agreements, or instruments as may be required under the laws of England and Wales or any other jurisdiction.

The undersigned hereby empowers each attorney-in-fact acting pursuant hereto to determine in its sole discretion the time when, purpose for and manner in which any power herein conferred upon it shall be exercised, and the conditions, provisions and covenants of any instruments or documents which may be executed by it pursuant hereto; provided that the powers of attorney granted herein shall only be exercised in accordance with the Agreement and clauses 1 through 8 above. The powers of attorney granted herein are given to secure the obligations of the undersigned hereunder and coupled with a proprietary interest in favour of the General Partner and the Manager and as such (a) shall be irrevocable and continue in full force and effect notwithstanding the subsequent death, incompetency, incapacity, disability, insolvency or dissolution of the undersigned regardless of whether the Partnership, the General Partner or the Manager has notice thereof and (b) shall survive the delivery of an assignment by the undersigned of the whole or any portion of its interest in the Partnership, except that if the assignee thereof has been approved for admission to the Partnership as a Substitute Investor, this Power of Attorney given by the assignor shall survive the delivery of the assignment for the sole purpose of enabling the General Partner or the Manager to execute, acknowledge and file any instrument necessary to effect the substitution. Notwithstanding the foregoing, the above power of attorney granted to the General Partner shall automatically terminate on the date the General Partner is removed pursuant to Clause 14.4 of the Agreement and the power of attorney granted to each of the General Partner and the Manager shall terminate upon the insolvency of the Manager or the General Partner, respectively. The powers of attorney granted herein shall not be deemed to constitute a written consent of the undersigned for purposes of Clause 18.4 of the Agreement or where a Limited Partner consent is referred to under the Agreement. Capitalised terms used but not defined herein shall have the respective meanings given to such terms in the Agreement.

This Power of Attorney shall not revoke, in whole or in part, any powers of attorney previously executed by the undersigned. This Power of Attorney shall not be revoked by any subsequent power of attorney that the undersigned may execute, unless the General Partner and the Manager specifically agree and (a) such subsequent power of attorney specifically provides that it revokes this Power of Attorney by referring to this Power of Attorney and the name of the agent(s) appointed hereby as attorney(s)-in-fact and (b) a copy of such subsequent power of attorney is provided to the agent(s) appointed hereby.

This Power of Attorney has been executed as a Deed and shall be governed and construed in accordance with the laws of England and Wales.

IN WITNESS WHEREOF, the undersigned has executed and unconditionally delivered this Power of Attorney as a deed on 21 December 2016 *(Please do not date)*

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NATURAL PERSONS*:
(i.e., individuals)**

EXECUTED and DELIVERED as a DEED by:

Subscriber's Name: _____
(print or type)

Subscriber's Signature: _____
(signature)

Spouse's Signature: _____
(only required if subscription is being made by a husband and wife as joint tenants)
(signature)

in the presence of:
Witness Signature: _____

Witness Name: _____


Witness Address: _____

Witnesses Occupation: _____

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS*:
(i.e., corporations, partnerships, limited liability companies, trusts or other entities)**

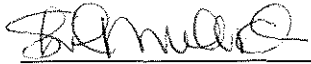
EXECUTED and DELIVERED as a DEED by:
Commonwealth of Pennsylvania

Subscriber's Name: State Employees' Retirement System
(print or type)

By: 
(signature of authorised representative)

Name: David R. Fillman
(print or type name of authorised representative)

Title: Chairman
(print or type title of authorised representative)

in the presence of:
Witness Signature: 

Witness Name: Sherla M. Willrich

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

Witnesses Occupation: legal assistant

*If an attorney-in-fact in executing this document on behalf of a Subscriber, a copy of the applicable power of attorney must be provided to Kirkland & Ellis International LLP. In addition, the signatory must clearly disclose any principal/agent relationship by indicating in the signature block that such party is signing as an agent (e.g., "(name of agent) as agent for (name of principal)").

Privacy Notice¹

TDR Capital LLP TDR Capital General Partner IV L.P. TDR Capital IV 'A' L.P.

Our Commitment to Your Privacy: We are sensitive to the privacy concerns of our individual limited partners. We have a policy of protecting the confidentiality and security of information we collect about you. We are providing you this notice to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information.

Sources of Non-Public Information: In connection with forming and operating our private investment funds for our limited partners, we collect and maintain non-public personal information from the following sources:

- Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via e-mail, or on subscription agreements, investor questionnaires, applications or other forms, and
- Information about your transactions with us or others.

Disclosure of Information: We do not disclose any non-public personal information about you to anyone, except as permitted by law or regulation and to service providers.

Former Limited Partners: We maintain non-public personal information of our former limited partners and apply the same policies that apply to current limited partners.

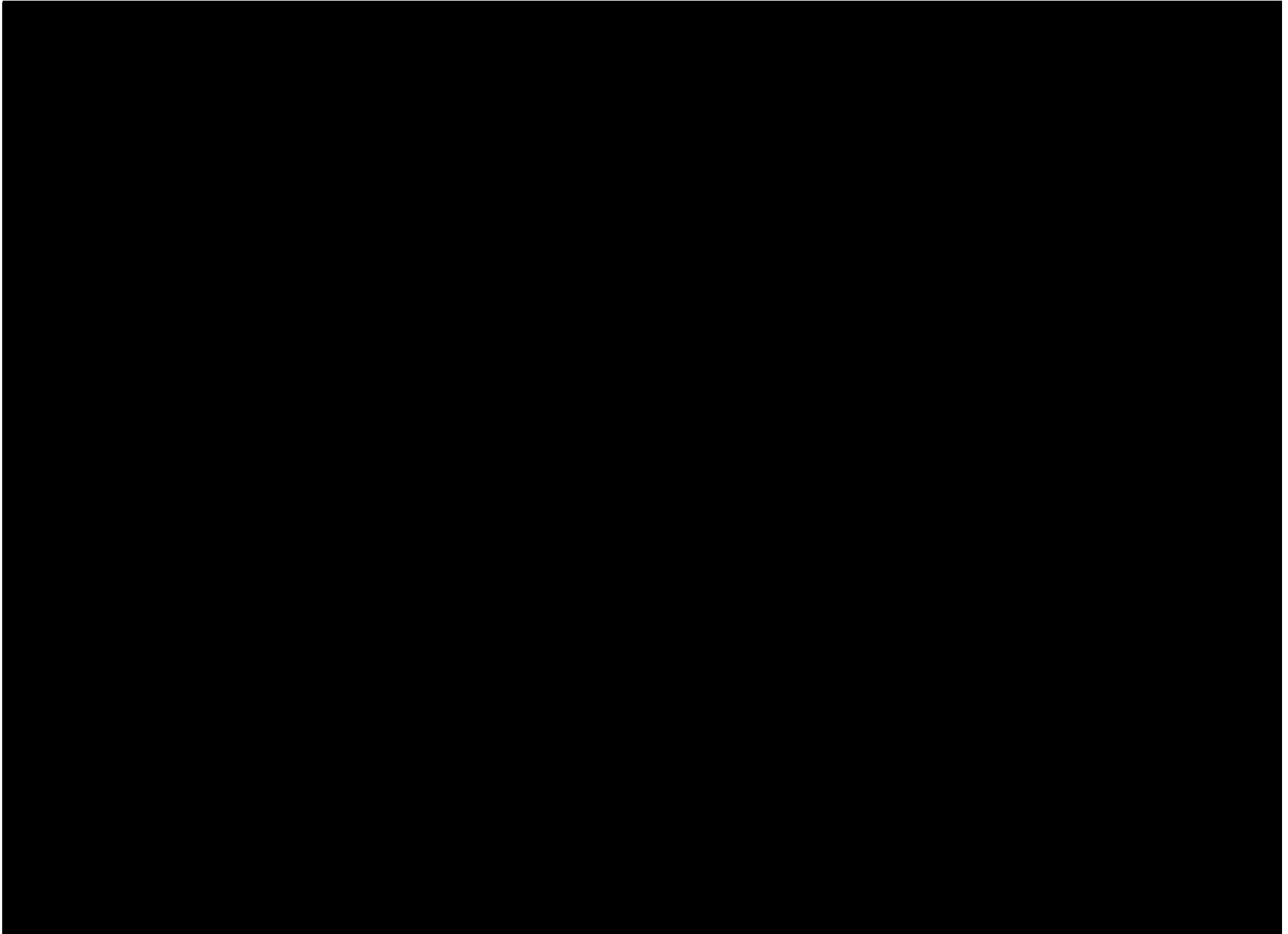
Information Security: We consider the protection of sensitive information to be a sound business practice, and to that end we employ physical, electronic and procedural safeguards to protect your non-public personal information in our possession or under our control.

Further Information: We reserve the right to change our privacy policies and this Privacy Notice at any time. The examples contained within this notice are illustrations only and are not intended to be exclusive. This notice is intended to comply with the privacy provisions of applicable U.S. federal law. You may have additional rights under other foreign or domestic laws that may apply to you.

¹ This Privacy Notice is intended only for individuals and certain entities that are essentially "alter egos" of individuals (e.g., revocable grantor trusts, IRAs or certain estate planning vehicles).

CHECKLIST	
Please make sure you have completed the following:	
Deed of Adherence:	
<i>Table of Key Information</i>	<input type="checkbox"/>
• <i>Subscriber Name</i>	<input type="checkbox"/>
• <i>Subscription Amount</i>	<input type="checkbox"/>
• <i>Formal Notice Information</i>	<input type="checkbox"/>
• <i>Wire Transfer Instructions</i>	<input type="checkbox"/>
<i>Schedule 1 – Subscriber Information Statement</i>	<input type="checkbox"/>
<i>Schedule 2 – ERISA Statement</i>	<input type="checkbox"/>
<i>Schedule 3 – US Investor Schedule</i>	<input type="checkbox"/>
Other Documents:	
<i>Power of Attorney</i>	<input type="checkbox"/>
<i>Self-Certification Form</i>	<input type="checkbox"/>
<i>Form W-9</i>	<input type="checkbox"/>
<i>Complete KYC information once e-mail received from ID Register</i>	<input type="checkbox"/>

Pennsylvania State Employees Retirement System – Correspondence Chart



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

