

**Execution Copy  
U.S. Dollar Denominated**

**ADVENT INTERNATIONAL GPE VIII-B LIMITED PARTNERSHIP  
(A Delaware Limited Partnership)**

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**SUBSCRIPTION DOCUMENTS**

# ADVENT INTERNATIONAL GPE VIII-B LIMITED PARTNERSHIP

## SUBSCRIPTION INSTRUCTIONS

The following materials (the “Subscription Documents”) are enclosed with or attached to these Subscription Instructions:

1. Amended and Restated Limited Partnership Agreement (the “Partnership Agreement”) of Advent International GPE VIII-B Limited Partnership (the “Partnership”);
2. Subscription Agreement of the Partnership (the “Subscription Agreement”); and
3. Confidential Subscriber Financial Information Packet.

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

1. Read the Subscription Agreement in its entirety and complete the attachments to the Subscription Agreement indicated below:
  - a. The Subscriber Information requested on Attachment A;
  - b. The information regarding the Subscriber’s status as an employee benefit plan investor requested on Attachment B;
  - c. The information regarding the Subscriber’s status as an “accredited investor” requested on Attachment C;
  - d. The information regarding the applicability of Regulation S under the U.S. Securities Act of 1933 to the Subscriber requested on Attachment D;
  - e. The information regarding the applicability of Rules 506(d) and 506(e) under the U.S. Securities Act of 1933 requested on Attachment E;
  - f. The information regarding the Subscriber’s status as an investment company requested on Attachment F;
  - g. The information regarding the Subscriber’s status as a “qualified purchaser” requested on Attachment G;
  - h. The information relating to the identity of the Subscriber for tax purposes requested on Attachment H;
  - i. The UBTI Reporting information requested on Attachment I;
  - j. If required by Section 3.17, the Domestic Grantor Trust Certification included as Attachment J;

- k. The information regarding the Subscriber's status as a non-U.S. legal entity requested on Attachment K; and
- l. The FATCA related information requested on Attachment L.
2. Sign and date ***two (2) copies*** of the Subscriber signature page on page S-1 of the Subscription Agreement.
3. Send to the address below ***two (2)*** fully executed and completed copies of the foregoing by overnight courier to:

Goodwin Procter LLP  
Exchange Place  
Boston, MA 02109  
Attention: Michael Bruno  
Fax: 617-321-4374  
E-mail: [MBruno@goodwinprocter.com](mailto:MBruno@goodwinprocter.com)

4. Send ***one (1)*** fully-executed and completed copy by email as a .pdf attachment to: Lynette Elam at [lelam@goodwinprocter.com](mailto:lelam@goodwinprocter.com).

If you have any questions concerning the completion of the Subscription Documents, please contact Lynette Elam at [lelam@goodwinprocter.com](mailto:lelam@goodwinprocter.com), (617) 570-8309 or Yvonne Fok at [YFok@goodwinprocter.com](mailto:YFok@goodwinprocter.com), (617) 570-1537.

If the Subscriber's subscription is accepted (in whole or in part) by the general partner of the Partnership, on its behalf, electronic copies of the executed Subscription Agreement, the Partnership Agreement, the side letter, if any, between the Subscriber and the Partnership and/or its general partner relating to the Subscriber's investment in the Partnership, the Guaranty Agreement (as defined in the Partnership Agreement) and all legal opinions issued in connection with the Subscriber's admission to the Partnership, if any, will be made available to the Subscriber and, upon written request from the Subscriber, its attorneys and other individuals affiliated with the Subscriber.

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

# ADVENT INTERNATIONAL GPE VIII-B LIMITED PARTNERSHIP

## SUBSCRIPTION AGREEMENT

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

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

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

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

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

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

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

- 3.3 Subscriber’s Sophistication. The Subscriber (either alone or together with any advisors retained by the Subscriber in connection with evaluating the merits and risks of the prospective investment in the Partnership) has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of subscribing for the Interest, and is able to bear the economic risk of its investment in the Partnership for an indefinite period of time, including a complete loss of capital. The Subscriber’s decision to invest in the Partnership was made in the location indicated in Attachment A hereto as the address of the Subscriber’s primary contact.
- 3.4 Subscriber Not an Advisory Client. The Subscriber acknowledges that: (a) none of (i) Advent International Corporation, a Delaware corporation (the “Manager”), (ii) any of the Manager’s Designated Local Country Investment Advisers or subsidiaries, or (iii) any of their respective partners, members, managers, officers, employees, agents or Affiliates (those Persons covered by (i), (ii), and (iii) collectively being referred to as “Manager Parties”) has acted for the Subscriber or advised the Subscriber in connection with the Subscriber’s subscription for the Interest; (b) accordingly, no Manager Party is responsible for providing the Subscriber with the protections afforded to clients of any Manager Party in connection with the Subscriber’s subscription for the Interest; (c) no advisory services will be provided to the Subscriber and no duties will be owed to the Subscriber except in the Subscriber’s capacity as a Limited Partner of the Partnership; and (d) the Subscriber has taken such advice from such other persons (if any) as the Subscriber considers appropriate. The Subscriber further acknowledges that, in connection with the formation of the Partnership and the offer and sale of the Interest: (i) Goodwin Procter LLP represents only the Partnership, the other GPE VIII Partnerships, the general partners of the GPE VIII Partnerships and the Manager; (ii) Morris, Nichols, Arsht & Tunnell LLP (“MNAT”) represents only the Partnership, the General Partner and the other GPE VIII Partnerships that are organized as Delaware limited partnerships; (iii) Maples and Calder represents only the GPE VIII Partnerships that are organized as Cayman Islands exempted limited partnerships and the general partners of such Cayman Islands exempted limited partnerships; (iv) none of Goodwin Procter LLP, MNAT or Maples and Calder represents the Subscriber; and (v) the Subscriber should consult its own legal and tax advisors in connection with the formation of the Partnership and the offer and sale of the Interest.

- 3.5 Subscription for Investment Only. The Interest is being subscribed for the Subscriber's own account and not for the account of any other Person, for investment only and not with a view to, or with any intention of, a distribution or resale thereof, in whole or in part, or the grant of any participation therein.
- 3.6 No Derivative Transactions. Unless otherwise agreed in a separate writing by the General Partner, the Subscriber has not entered into and will not enter into: (a) a swap, structured note or other derivative instrument with a third party, the return from which is based in whole or in part on the return of the Partnership; (b) a variable annuity or insurance policy with a third party, the value of which is based in whole or in part on the return of the Partnership; or (c) any other hedging transactions involving the Interest.
- 3.7 Employee Benefit Plan Status. The Subscriber understands that because it is the intent of the Partnership to operate in a manner such that the assets of the Partnership will not be "plan assets" subject to the provisions of Part 4 of Subtitle B of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA") and/or Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), the Subscriber must provide the Partnership with information necessary for the General Partner to determine whether the Partnership will be subject to the provisions of ERISA. In this regard, the Subscriber makes the representations and warranties contained in Attachment B.
- 3.8 No Advisory Relationship to Partnership. Neither the Subscriber nor any of its Affiliates (a) has discretionary authority or control, or otherwise provides investment advice with respect to the assets of the Partnership or (b) provides investment advice for a fee (direct or indirect) with respect to the assets of the Partnership.
- 3.9 Not a Registered Offering; Accredited Investor Status. The Subscriber is fully aware that the offering and sale of limited partnership interests in the Partnership, including the Interest being acquired by the Subscriber, have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any applicable securities laws of any states or other jurisdictions and have been made in reliance upon federal and state exemptions for transactions not involving a public offering. In furtherance thereof, the Subscriber (a) represents and warrants that it is an "accredited investor" as such term is defined in Rule 501(a) of Regulation D under the Securities Act (an "Accredited Investor"), (b) hereby makes the representations and warranties contained in Attachment C and Attachment D and (c) represents and warrants that it has accurately answered the questions on Attachment E relating to Rule 506(d) and Rule 506(e) of the Securities Act. The Subscriber acknowledges that at no time was the Subscriber presented with, or solicited by, any leaflet, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of general advertising or general solicitation with respect to the Partnership.

- 3.10 Restrictions on Transfer. The Subscriber understands that the Interest cannot be resold or transferred unless it is subsequently registered under the Securities Act and the applicable laws of any states or other jurisdictions, or unless an exemption from such registration is available. The Subscriber also understands that any transfer of the Interest, or any part thereof, is subject to certain restrictions set forth in the Partnership Agreement, as modified by the Side Letter, if applicable, including without limitation, approval by the General Partner. The Subscriber understands that the Interest will not be evidenced by a certificate subject to Article 8 of the Uniform Commercial Code. The Subscriber further understands that for the foregoing reasons, the Subscriber will be required to retain ownership of the Interest and bear the economic risk of an investment in the Interest for an indefinite period of time.
- 3.11 Investment Company Act Representations; Qualified Purchaser Status. The Subscriber acknowledges that the Partnership has not been and will not be registered as an investment company under the U.S. Investment Company Act of 1940, as amended (the "Investment Company Act"). In furtherance thereof, the Subscriber hereby makes the representations and warranties contained in Attachment F and Attachment G.
- 3.12 Independent Decision; Power and Authority; No Conflicts. The Subscriber represents that: (a) unless the Subscriber has otherwise indicated in Attachment F, it was not formed or recapitalized (e.g., through new investments made in the Subscriber solely for the purpose of financing its acquisition of the Interest and not pursuant to a prior financial commitment) for the purpose of investing in the Partnership; (b) its decision to purchase the Interest was made in a centralized fashion (e.g., by a board of directors, general partner, manager, trustee, investment committee or similar governing or managing body); (c) it is not managed to facilitate the individual decisions of its beneficial owners regarding investments (including the purchase of the Interest); (d) its shareholders, partners, members or beneficiaries, as applicable, did not and will not (i) have any discretion to determine whether or how much of the Subscriber's assets are invested in any investment made by the Subscriber (including the Subscriber's purchase of the Interest), or (ii) have the ability individually to elect whether or to what extent such shareholder, partner, member or beneficiary, as applicable, will participate in the Subscriber's purchase of the Interest; (e) it is duly organized or formed, validly existing and in good standing under the laws of its jurisdiction of organization or formation; (f) the execution, delivery and performance by it of this Subscription Agreement, the Partnership Agreement and any other documents executed and delivered by the Subscriber in connection herewith (1) are within its powers, (2) have been duly authorized by all necessary corporate, governmental or other action on its behalf, (3) require no action by or in respect of, or filing with, any governmental body, agency or official, except as has been previously obtained and is in full force and effect, (4) did not require the passage of any statute or regulation specifically to authorize such actions, except as has been disclosed in writing to the General Partner, and (5) do not and will not contravene, or constitute a default under, any provision of applicable law or



regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which the Subscriber is a party or by which the Subscriber or any of its properties is bound, assuming, for this purpose, that at no time will the assets of the Partnership constitute “plan assets” subject to the fiduciary standards of Part 4 of Subtitle B of Title I of ERISA; and (g) it has its principal place of business at the address set forth on Attachment A hereto.

- 3.13 Due Execution; Binding Agreement. This Subscription Agreement has been duly executed and delivered by the Subscriber and when the Partnership Agreement has been executed and delivered by or on behalf of the Subscriber by the General Partner pursuant to Section 23 of this Subscription Agreement, the Partnership Agreement will have been duly executed and delivered by or on behalf of the Subscriber. This Subscription Agreement constitutes, and if the Subscriber is accepted as a Limited Partner of the Partnership, then the Partnership Agreement will constitute, valid and binding agreements of the Subscriber, enforceable against the Subscriber in accordance with their respective terms, except to the extent that the enforcement of the rights and remedies created thereby is subject to (a) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 3.14 Pass-Through Entity. If the Subscriber is a partnership, grantor trust, S corporation or other entity treated as a pass-through entity for U.S. federal tax purposes (a “Pass-Through Entity”): (a) at no time will 50% or more of the value of any beneficial owner’s direct or indirect interest in the Subscriber be attributable to the Subscriber’s interest in the Partnership; (b) at no time will 50% or more of the Subscriber’s value be attributable to the Subscriber’s interest in the Partnership; and (c) the Subscriber’s beneficial owners are not investing in the Partnership through a Pass-Through Entity with a principal purpose of permitting the Partnership to satisfy the 100-partner limitation set forth in Treasury Regulations Section 1.7704-1(h) (regarding the private placement safe harbor from treatment as a publicly traded partnership). In addition, the Subscriber understands that the Partnership is not intended to be treated as a publicly traded partnership taxable as a corporation under the rules of Section 7704 of the Code. The Subscriber hereby covenants and agrees that the Subscriber (i) is not currently making a market in its Interest and (ii) will not transfer its Interest on an established securities market or a secondary market (or the substantial equivalent thereof) within the meaning of Sections 469(k)(2) and 7704(b) of the Code (and any Treasury Regulations, revenue rulings, or other official pronouncements of the Internal Revenue Service or the Treasury Department promulgated or published thereunder). If the Subscriber is an entity disregarded as separate from its owner for U.S. federal income tax purposes (a “Disregarded Entity”) and the first direct or indirect beneficial owner of the Subscriber that is not a Disregarded Entity (the “Subscriber’s Owner”) is a Pass-Through Entity, the Subscriber

represents and warrants that the representations in this Section 3.14 would be true if all references to “the Subscriber” were replaced with “the Subscriber’s Owner.”

- 3.15 Tax Owner. The Subscriber represents and warrants that the Subscriber (or the Subscriber’s Owner, as applicable) will be the beneficial owner of the Interest to be acquired pursuant to this Subscription Agreement and, except as otherwise indicated on its signature page hereto, is not acquiring the Interest on behalf of or as nominee for another Person. The Subscriber makes the representations and warranties contained in Attachment H.
- 3.16 Information for UBTI Reporting. The Subscriber makes the representations and warranties contained in Attachment I.
- 3.17 Domestic Grantor Trust Certification. The Subscriber has reviewed Attachment J. If the Subscriber (or, if the Subscriber is a Disregarded Entity, the Subscriber’s Owner) is a Domestic Grantor Trust (as defined in Attachment J), the Subscriber makes the representations and warranties contained in Attachment J under penalties of perjury on behalf of itself or the Subscriber’s Owner, as applicable.
- 3.18 Non-U.S. Entity Status. If the Subscriber is a legal entity located outside of the United States, the Subscriber makes the representations and warranties contained in Attachment K. Further, if the Subscriber is a legal entity located in the European Economic Area (the “EEA”), the Subscriber acknowledges that: (a) the limited partnership interests of the Partnership have not been marketed (as defined in the Alternative Investment Fund Managers Directive (2011/61/EU)) to potential investors in any state in the EEA other than Finland, the Netherlands, Sweden and the United Kingdom; (b) none of the General Partner, the Manager or any other Manager Party will be registered with, and none of the promotional or other marketing materials relating to the Partnership or its limited partnership interests, including, without limitation, the Memorandum, have been or will be approved by, the regulatory authorities in any state in the EEA other than Finland, the Netherlands, Sweden and the United Kingdom; and (c), unless the Subscriber is located in Finland, the Netherlands, Sweden or the United Kingdom, any and all promotional or other marketing materials relating to the Partnership or its limited partnership interests have been provided to the Subscriber by the General Partner, the Manager or any other Manager Party only at the specific request of the Subscriber.
- 3.19 CFTC Matters. The Subscriber acknowledges that neither the General Partner nor the Manager is currently registered with the U.S. Commodity Futures Trading Commission (the “CFTC”) or the National Futures Association (the “NFA”) as a commodity pool operator (“CPO”) or a commodity trading advisor (“CTA”). Consequently, unlike a registered CPO or CTA, neither the General Partner nor the Manager is required to deliver a CFTC compliant disclosure document to prospective investors nor are they required to provide certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs or CTAs. The General Partner and the Manager reserve the right to rely upon exemptions

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

3.20 **FATCA Status.** The Subscriber represents and warrants that the Subscriber has a status under the Foreign Account Tax Compliance Act, Sections 1471-1474 of the Code, and the regulations, orders, guidelines and agreements promulgated thereunder (collectively, "**FATCA**") other than that of a "nonparticipating foreign financial institution" ("**NPFFI**") or a "Passive nonfinancial foreign entity" ("**Passive NFFE**") that fails to certify as to its substantial U.S. owners or that it has no substantial U.S. owners. The Subscriber agrees to promptly notify the General Partner should the Subscriber's status under FATCA change to that of a NPFFI or a Passive NFFE that fails to certify as to its substantial U.S. owners or that it has no substantial U.S. owners. In addition, the Subscriber agrees that it will provide the General Partner with any documentation required under FATCA to establish its status for FATCA purposes.

3.21 **FATCA Self-Certification.** The Subscriber provides the information requested on Attachment L and makes each of the representations and warranties required therein. The information provided on Attachment L is accurate and complete in all respects.

4. **Representations of the Partnership and General Partner.** The General Partner, for itself and on behalf of the Partnership, hereby represents and warrants that, as of the admission of the Subscriber to the Partnership:

4.1 **Due Formation.** Each of the General Partner and the Partnership has been duly formed, and is validly existing and in good standing under the laws of the State of Delaware.

4.2 **Power and Authority.** The Partnership acting through the General Partner has the requisite power and authority to issue the Interest in the Partnership, and to carry on its activities and to own its properties as contemplated by the Partnership Agreement.

4.3 **Compliance.** None of the Manager, the General Partner or the Partnership is in default in the performance of any of its obligations or agreements contained in the Partnership Agreement, or in violation in any material respect of any statute, regulation, law, order, writ, injunction, judgment or decree to which it is subject, in each case which default or violation would have a material adverse effect on

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

- 4.4 Consent and Approvals. No consent, approval, authorization, or filing with any United States federal or state governmental authority is required for: (a) the due execution and delivery by the General Partner of the Partnership Agreement, or by the Partnership or the General Partner of this Subscription Agreement or the Side Letter, if applicable; and (b) the admission of the Subscriber to the Partnership pursuant to the Partnership Agreement; other than such consents, approvals, authorizations and filings as have been obtained or made, as the case may be, by the General Partner or the Partnership prior to the date hereof, or which are not required to be obtained or made, as the case may be, by the General Partner or the Partnership until after the date hereof.
- 4.5 Due Authorization. The execution, delivery and performance by the General Partner and the Partnership of the Partnership Agreement, this Subscription Agreement and the Side Letter, if applicable, have been duly authorized by all necessary action on its behalf. This Subscription Agreement, the Partnership Agreement and the Side Letter, if applicable, have been duly executed and delivered by the General Partner on its own behalf and on behalf of Partnership, as applicable, and constitute legal, valid and binding obligations of the Partnership and the General Partner, as applicable, enforceable against the Partnership and the General Partner, as applicable, in accordance with their respective terms, except to the extent that the enforcement of the rights and remedies created thereby is subject to (a) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors generally and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- 4.6 Memorandum. The Memorandum, as supplemented by the Partnership Agreement, does not contain any untrue statement of a material fact.
- 4.7 Material Litigation. There is no material litigation or other proceeding relating to the GPE VIII Partnerships in progress, pending, or, to the knowledge of the General Partner, threatened against the Manager, the General Partner or any GPE VIII Partnership.

5. **Tax Matters.**

- 5.1 Acknowledgement of Withholding. The Subscriber acknowledges and agrees that under U.S. federal tax law (including Sections 1441, 1442, 1445, 1446, 1471, 1472, 1473 and 1474 of the Code), and possibly under applicable non-U.S. or U.S. state or local law or as required by any other regulatory authority, the Partnership must withhold tax with respect to certain transfers of property and/or other income or activities of the Partnership. In addition, backup withholding may be required in certain circumstances.

5.2 Documentation Relating to Withholding. The Subscriber certifies that the information contained in the executed IRS Form W-9 or appropriate IRS Form W-8 (including any copies and any accompanying required documentation), as applicable, the executed MDR Form PTE-EX, and Attachments H through L when submitted to the Partnership will, in each case, be true, correct and complete. The Subscriber shall (a) promptly inform the General Partner of any change in such information and (b) furnish to the Partnership a new properly completed and executed IRS Form W-9 or appropriate IRS Form W-8 (and any accompanying required documentation), as applicable, MDR Form PTE-EX and any of the applicable attachments, in each case as may be requested from time to time by the Partnership and/or as may be required under the Internal Revenue Service instructions to such forms, the Code or any applicable Treasury Regulations, regulations of the Massachusetts Department of Revenue or other applicable regulatory requirements.

5.3 Additional Tax Information. The Subscriber shall also promptly provide such information, documentation or certification as may be requested by the General Partner pursuant to Section 3.04 of the Partnership Agreement to determine whether withholding may be required with respect to the Subscriber's Interest in the Partnership or in connection with tax filings in any jurisdiction in which or through which the Partnership invests, directly or indirectly, including any information or certification required for the Partnership (or any other entity in which the Partnership directly or indirectly invests) to comply with any tax reporting, tax withholding or tax payment obligations of the Partnership (including, for the avoidance of doubt, U.S. federal withholding tax under Sections 1471 and 1472 of the Code) or to obtain a reduced rate of, or exemption from, any applicable tax, whether pursuant to the laws of such jurisdiction or an applicable tax treaty. Such information may include, without limitation, information regarding the ultimate beneficial owners of the Subscriber. The Subscriber hereby acknowledges and agrees that the General Partner may provide any such information, documentation or certifications to any applicable tax authority.

6. Anti-Money Laundering, Terrorist Financing and OFAC Representations. The Subscriber represents and warrants that the amounts paid or to be paid by it to the Partnership in respect of this Subscription Agreement or the Partnership Agreement are not directly, or to the Subscriber's knowledge indirectly, derived from activities that may contravene U.S. federal or state or non-U.S. laws or regulations, including laws and regulations governing money laundering and terrorist financing. The Subscriber also represents and warrants to, and agrees and covenants with, the Partnership, as of the date hereof, as of the date the Partnership admits the Subscriber to the Partnership as a Limited Partner, if ever, and as of each subsequent date on which the Subscriber acquires any additional interest in, makes a Capital Contribution to, or receives a distribution from, the Partnership that, to the best of its knowledge, none of (a) the Subscriber, (b) any Person controlling or controlled by the Subscriber, (c) if the Subscriber is a privately held entity, any Person having a beneficial interest in the Subscriber, (d) if the Subscriber is a trustee, any beneficiary of the trust for which the Subscriber is acting as trustee in

connection with this Subscription Agreement or (e) any Person for which the Subscriber is acting as agent or nominee in connection with this Subscription Agreement (those Persons covered by (b), (c), (d) and (e) collectively being referred to as “Related Parties”) is named on any of the lists maintained and administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”), including, but not limited to, the Foreign Sanctions Evaders List (the “FSE List”) and the Specially Designated Nationals and Blocked Persons List (the “SDN List”), or otherwise covered by any other sanctions program administered by OFAC. The FSE List, the SDN List and the other lists maintained and administered by OFAC can be found on the OFAC website at [www.treas.gov/ofac](http://www.treas.gov/ofac) and the Subscriber should review the website before making this representation. The Subscriber agrees to promptly notify the Partnership should the Subscriber become aware of any change in the information set forth in this Section 6.

7. **Anti-Money Laundering, Terrorist Financing and OFAC Compliance.** The Subscriber acknowledges that, to comply with anti-money laundering, OFAC and related requirements that are applicable to the Partnership, the General Partner or the Manager Parties, the General Partner may at any time require such information as the General Partner deems necessary to establish the identity of the Subscriber and any Related Parties and may seek to verify such identity and the source of funds used by the Subscriber to make payments under this Subscription Agreement or the Partnership Agreement. If the General Partner deems it necessary, for other reasons, to comply with anti-money laundering, OFAC and related requirements applicable to the Partnership, the General Partner or the Manager Parties, including, without limitation, as a result of any delay or failure by the Subscriber or any Related Party to produce any information required for identification, identity verification and/or source-of-funds confirmation purposes, the General Partner, on behalf of the Partnership, may refuse to accept this Subscription Agreement and/or all or any portion of the subscription or any Capital Contribution and may return any funds received to the account from which such funds were sent (unless such return is, in the judgment of the General Partner, contrary to applicable law or regulation or contrary to the dictate of law enforcement officials, in which case the funds may be blocked or retained). The Subscriber acknowledges that the General Partner may refuse to make any distribution or other payment to the Subscriber if the General Partner determines, suspects, or is advised, that such distribution or payment might result in a violation of any applicable anti-money laundering, OFAC or other laws or regulations by any Person in any relevant jurisdiction, or such refusal is considered by the General Partner necessary or appropriate to ensure the compliance by the General Partner with any such laws or regulations in any relevant jurisdiction. The Subscriber acknowledges that the General Partner or the Partnership may be required to report transactions that raise suspicions of money laundering or OFAC violations and to disclose the identity of the Subscriber and any Related Parties to appropriate government authorities. The Subscriber further understands and agrees that the Partnership and the General Partner may undertake any actions that the General Partner deems necessary or appropriate to ensure compliance with applicable laws, rules and regulations, including, without limitation, requiring the Subscriber’s withdrawal from the Partnership pursuant to Section 4.01(b) of the Partnership Agreement in the event that the representations by the Subscriber in Section 6 are incorrect, the Subscriber or any Related Party fails to produce any information required by the General Partner pursuant to this Section 7 or for

any other reason the Subscriber's participation in the Partnership violates any statute, rule or regulation. The Subscriber agrees to hold harmless each Advent Person (as defined in Section 10) with respect to, and reimburse each Advent Person for, any liability, loss, claim, cost, damage or expense (a) arising as a result of a failure to process or accept any subscription or any Capital Contribution, the refusal to make a distribution or other payment under the terms of this Section 7 or the Subscriber's withdrawal from the Partnership pursuant to Section 4.01(b) of the Partnership due to any of the events described in the foregoing sentence, or (b) which any Advent Person may suffer as a result of any violations of law, rule or regulation committed by the Subscriber.

8. **Additional Information.** The Subscriber agrees to supply any additional written information concerning the representations in this Subscription Agreement, or any other matter relevant to the compliance of the Partnership, the General Partner or the Manager with applicable law, that the General Partner may reasonably request from time to time.
9. **Confirmation of Representations.** The Subscriber shall (a) be deemed to have confirmed the accuracy of the representations in this Subscription Agreement, including the attachments hereto, to the Partnership as of the date the General Partner, on behalf of the Partnership, accepts this Subscription Agreement and each subsequent date on which the Subscriber acquires any additional interest in the Partnership or makes a Capital Contribution to the Partnership, (b) promptly notify the Partnership if the Subscriber becomes aware that such representations are, at any time, inaccurate in any respect and (c) furnish the Partnership with such updated information as may be necessary in order to ensure that the Subscriber's responses to all portions of this Subscription Agreement are, at all times, accurate and complete.
10. **Reimbursement.** The Subscriber shall hold harmless the Manager, the General Partner, the Partnership and their respective Affiliates, as well as the partners, members, directors, managers, officers, employees, agents, successors, heirs and assigns of any of the foregoing (collectively, the "Advent Persons") from and against, and shall reimburse the Advent Persons for, any losses, claims, damages, liabilities, costs or expenses to which any of them may become subject arising out of or based upon any false representation or warranty, or any breach of or failure to comply with any covenant or agreement, made by the Subscriber in this Subscription Agreement or in any other document furnished to the Partnership in connection with the Subscriber's acquisition of the Interest. The Subscriber also will reimburse each Advent Person for their reasonable legal and other expenses (including the cost of any investigation and preparation) as they are incurred in connection with any action, proceeding or investigation arising out of or based upon the foregoing. The reimbursement obligations of the Subscriber under this Section 10 shall be in addition to any liability which the Subscriber may otherwise have (including, without limitation, liability under the Partnership Agreement). The maximum amount the Subscriber shall be required to pay pursuant to this Section 10 and the reimbursement provisions of Section 7 shall not in the aggregate exceed such Subscriber's Subscription Amount, provided that any such amount paid or reimbursed shall not reduce such Subscriber's Capital Commitment to the Partnership or be treated as a Capital Contribution to the Partnership. Notwithstanding any provision of this Subscription Agreement to the contrary, neither this Section 10 nor any other provision of this

Subscription Agreement shall constitute a waiver by the Subscriber of any rights the Subscriber has under United States federal securities laws, state securities laws or other applicable law that, pursuant to such laws, cannot be waived by private contract.

11. **Disclosure of Information.** The Subscriber consents to the disclosure by the Manager, the General Partner and the Partnership of the Subscriber's identity, investment in the Partnership and qualification to invest in the Partnership (e.g., the Subscriber's status as an Accredited Investor or Qualified Purchaser), as well as any relationship between the Subscriber and the General Partner or the Manager: (a) to any Manager Party; (b) to existing and prospective investors in the GPE VIII Partnerships and any other investment funds, account or programs sponsored or managed by the Manager, the General Partner or their respective Affiliates; (c) to any bank or other party with whom the Partnership has or intends to conduct business that has requested such information; (d) to any regulatory authority having jurisdiction over the Manager, the Partnership, the General Partner, any Limited Partner or any of their respective Affiliates or any regulatory authority that requests such information in connection with any Partnership matter, including any proposed investment or disposition of an investment; (e) in connection with any litigation or other dispute or otherwise as necessary or appropriate to enforce the terms of this Subscription Agreement, the Partnership Agreement or any Side Letter; (f) to any partners, members, managers, directors, officers, employees, agents, administrators, attorneys, accountants or other service providers of the Manager, the Partnership, the General Partner or any of their respective Affiliates; (g) as required by any law, rule or regulation or in response to any subpoena or other legal process; and (h) otherwise as the General Partner deems reasonably necessary for the conduct of the Partnership's business.
12. **Subscription Not Transferable.** Neither this Subscription Agreement nor the rights accruing pursuant to this Subscription Agreement shall be transferable without the General Partner's prior written consent, which consent may be withheld for any or no reason.
13. **Binding Agreement.** This Subscription Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Subscriber, subject to the requirements of Section 12, and, if accepted by the Partnership, shall be binding upon the Partnership's successors and assigns.
14. **Survival.** All of the agreements, representations and warranties made by the Subscriber in this Subscription Agreement, including its attachments, shall survive the execution of the Partnership Agreement by the Subscriber.
15. **Account Information.** The Subscriber elects to be paid all cash distributions and other amounts payable to the Subscriber by the Partnership in the form (either by wire transfer or check) and to the account or address indicated in writing to the General Partner. If no other election is made by the Subscriber, all cash distributions will be paid in the form of a check sent to the address indicated on Attachment A hereto. In the event that the Partnership distributes any Securities in kind to the Subscriber, the Subscriber elects to have such Securities deposited in the brokerage account indicated in writing to the



General Partner. The Partnership is authorized to pay such distributions in such form and to such account until five (5) Business Days after it has received from the Subscriber, in writing, new payment instructions. None of the Advent Persons shall have any liability for any distribution or payment paid in the manner and to the account or address elected by the Subscriber, or as subsequently modified in writing by the Subscriber.

16. **Nominee or Custodian**. If the Subscriber is acting as nominee or custodian for another Person in connection with the Interest, the undersigned has so indicated on its signature page hereto. The acknowledgements, representations and warranties contained in Section 3 regarding the Subscriber are true and accurate with regard to the individual, entity or other Person for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Subscriber in the attachments to this Subscription Agreement are true with respect to, and accurately describe, the individual, entity or other Person for which the undersigned is acting as nominee or custodian. The Person for which the undersigned is acting as nominee or custodian will not transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the applicable provisions of the Partnership Agreement as if such Person were a direct Limited Partner of the Partnership and were transferring a direct limited partnership interest in the Partnership. The undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and Person for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Subscriber to purchase the Interest.
  
17. **FOIA Laws**. The Subscriber represents that unless otherwise indicated on Attachment A (as properly modified from time to time) hereto, the Subscriber is not a "FOIA Person," and agrees that it will immediately notify the Partnership in the event it is or otherwise becomes a FOIA Person at any time during the term of the Partnership. "**FOIA Person**" means (a) a Person that is directly or indirectly subject to either Section 552(a) of Title 5, United States Code (commonly known as the "Freedom of Information Act") or any similar federal, state, county, municipal or other governmental public disclosure law, whether foreign or domestic; (b) a Person that is subject, by regulation, contract or otherwise, to disclose Partnership information to a trading exchange or other market where interests in such Subscriber are sold or traded, whether foreign or domestic; (c) a pension fund or retirement system for a government entity, whether foreign or domestic; (d) a Person who, by virtue of such Person's (or any of its Affiliate's) current or proposed involvement in government office, is required to or will likely be required to disclose Partnership information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic; (e) an agent, nominee, fiduciary, custodian or trustee for any Person described in clauses (a) through (d) and (f) of this Section 17 if Partnership information provided to or disclosed to the Subscriber by the Partnership or the General Partner could at any time become available to such Person described in clauses (a) through (d) or (f) of this Section 17; or (f) a Person that is itself an investment fund or other entity that has any Person described in clauses (a) through (e)

of this Section 17 as a partner, member or other beneficial owner if Partnership information provided to or disclosed to the Subscriber by or on behalf of the Partnership or the General Partner could at any time become available to such Person.

18. **Waiver; Modification.** Neither this Subscription Agreement nor any provision hereof may be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom such waiver, modification, discharge or termination is sought to be enforced.
19. **Headings.** Section and subsection headings used herein are for convenience of reference only, are not part of this Subscription Agreement and shall not be considered in interpreting this Subscription Agreement.
20. **Integration.** This Subscription Agreement, the Partnership Agreement and the Side Letter, if applicable, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation or condition not expressed in this Subscription Agreement, the Partnership Agreement or the Side Letter, if applicable, shall affect, or be effective to interpret, change or restrict, the express provisions of this Subscription Agreement.
21. **Separability.** Each provision of this Subscription Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Subscription Agreement that are valid and such invalid provision shall be deemed severed from the remainder of this Subscription Agreement and replaced with a valid provision as similar in intent as reasonably possible to the provision so severed.
22. **Counterparts.** This Subscription Agreement may be executed in counterparts with the same effect as if the parties executing the counterparts had all executed one counterpart. Electronic forms of signatures (including “.pdf”) shall be deemed to be originals.
23. **Power of Attorney.** The Subscriber hereby grants to the General Partner a special power of attorney, making, constituting and appointing the General Partner as the Subscriber’s attorney-in-fact, with power and authority to act in the Subscriber’s name and on the Subscriber’s behalf to execute, acknowledge, file and swear to the execution, acknowledgment and filing of the Partnership Agreement in the final form provided to the Subscriber prior to the Subscriber’s admission to the Partnership as well as any other documents as shall be necessary or appropriate to admit the Subscriber as a Limited Partner of the Partnership in accordance with the terms of the Partnership Agreement and this Subscription Agreement or to create, operate, dissolve or liquidate the Partnership in accordance with the terms of the Partnership Agreement and this Subscription Agreement. This special power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the death or legal incapacity of the Subscriber. The Subscriber hereby agrees with the General Partner that the undersigned will comply with and observe all of the agreements and covenants of the Limited Partners contained

in the Partnership Agreement as if the undersigned had been an original party thereto and as if the same were herein set out in full. In the event of conflict between the Partnership Agreement and any other document executed, acknowledged or filed pursuant to this power of attorney, the Partnership Agreement shall control.

24. **Governing Law.** This Subscription Agreement shall be governed by, and interpreted and construed in accordance with, the internal laws of the State of Delaware, without regard to its principles of conflict of laws.
  
25. **Disputed Matters.** Except as provided in any provision of the Partnership Agreement that specifically requires or permits a determination by a court, the sole and exclusive method of resolving any controversy, claim or dispute arising out of this Subscription Agreement, the interpretation of any of the provisions hereof, or the actions of the General Partner, the Partnership or the Subscriber hereunder shall be binding arbitration before the American Arbitration Association under the rules then obtaining of said Association, such arbitration to be held in Boston, Massachusetts, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. In any such arbitration each party to the arbitration shall bear its own expenses, including expenses of attorneys, financial experts and other witnesses; any arbitration fees and expenses of the arbitrators shall be divided equally between the disputing parties. Notwithstanding the foregoing, if the Subscriber is a governmental entity that has a policy of not permitting arbitration of disputes involving such governmental entity and has notified the Partnership of such policy in writing prior to any acceptance of this Subscription Agreement, the Subscriber shall not be subject to any arbitration proceeding pursuant to this Section 25, but the General Partner and the Partnership may pursue any other legal rights against such governmental entity in a court of law or by any other means with respect to any matter that is submitted to arbitration pursuant to this Section 25. THE SUBSCRIBER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SUBSCRIPTION AGREEMENT, ANY SIDE LETTER, THE PARTNERSHIP AGREEMENT OR ANY RELATED DOCUMENTS AND AGREEMENTS, AND AGREES THAT THE SUBSCRIBER WILL NOT SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. Notwithstanding the foregoing, if the Subscriber is a U.S. state sponsored employee benefit plan or non-U.S. government or government agency that has a policy of not waiving trial by jury, the Subscriber shall not be deemed to have waived trial by jury pursuant to the foregoing so long as the Subscriber has not waived trial by jury in any other similar circumstance after the adoption of such policy.
  
26. **Notices.** Any notice, demand, request or other communication that may be required or contemplated herein shall be sufficiently given in accordance with the notice provisions of the Partnership Agreement.

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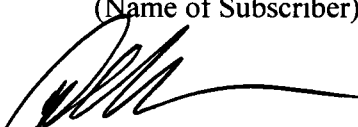
**SUBSCRIBER SIGNATURE PAGE  
TO THE SUBSCRIPTION AGREEMENT FOR  
ADVENT INTERNATIONAL GPE VIII-B LIMITED PARTNERSHIP**

IN WITNESS WHEREOF, the foregoing Subscription Agreement is hereby agreed to (and, without limiting the generality of the foregoing, the power of attorney included herein is hereby granted) and executed by the undersigned as of this 27<sup>th</sup> day of January, 2016.

**SUBSCRIBER:**

Commonwealth of Pennsylvania State Employees' Retirement System  
(Name of Subscriber)

By:

  
Name: David R. Fillman  
Title: Chairman

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

Yes X No    

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

State Pension Plan

**ACCEPTANCE**

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

**PARTNERSHIP:**

ADVENT INTERNATIONAL GPE VIII-B  
LIMITED PARTNERSHIP

By: GPE VIII GP (Delaware) Limited Partnership,  
General Partner

By: Advent International GPE VIII, LLC,  
General Partner

By: Advent International Corporation, Manager

By: \_\_\_\_\_

Name: Andrew D. Dodge

Title: Vice President

Dated: February 12, 2016

**GENERAL PARTNER:**

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

GPE VIII GP (Delaware) Limited Partnership

By: Advent International GPE VIII, LLC,  
General Partner

By: Advent International Corporation, Manager

By: \_\_\_\_\_

Name: Andrew D. Dodge

Title: Vice President

Dated: February 12, 2016

Subscription Amount: The amount of capital commitment accepted by the General Partner (if less than the amount set forth on Attachment A, as permitted by Section 2) is: \$ 50,000,000.

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

**ATTACHMENT A**

Subscriber Information	
Name of Subscriber <b>Commonwealth of Pennsylvania State Employees' Retirement System</b>	
Address of Subscriber <b>30 North Third Street, Suite 150 Harrisburg, PA 17101</b>	
Country of Residence or Organization (or, for entities organized in the United States, state of organization) <b>Pennsylvania</b>	
Total Subscription Amount (PLEASE NOTE THAT SUBSCRIPTION AMOUNTS ARE INITIALLY DENOMINATED IN U.S. DOLLARS): \$ <b>100,000,000</b>	Date of end of U.S. Federal Income Tax Year (e.g., December 31) <b>12/31</b>
Is Subscriber a FOIA Person? (See Section 17 of the Subscription Agreement) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Contact Information	
Name of Contact and Position or Title of Contact / Relationship to Subscriber <b>***SEE ATTACHED***</b>	
Address of Contact (if different than the address for the Subscriber indicated above)	
Telephone Number	Facsimile Number
E-Mail Address	

**BHC Partner Status**

If the Subscriber is a BHC Partner, as such term is defined in the Partnership Agreement, please check the box below:

\_\_\_\_\_  BHC Partner.

**Non-U.S. Partner Status**

If the Subscriber is a Non-U.S. Partner, as such term is defined in the Partnership Agreement, please check the box below:

\_\_\_\_\_  Non-U.S. Partner.

U.S. Exempt Partner Status

If the Subscriber is a U.S. Exempt Partner, as such term is defined in the Partnership Agreement, please check the box below:

U.S. Exempt Partner.

ERISA Partner Status

If the Subscriber is an ERISA Partner, as such term is defined in the Partnership Agreement, please check the box below:

ERISA Partner

Governmental Limited Partner Status

If the Subscriber is Governmental Limited Partner, as such term is defined in the Partnership Agreement, please check the box below:

Governmental Limited Partner

Information for IRS Form 1065 item I

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

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

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

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

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

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

- Yes
- No

Information re State Taxes

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

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



Information for Form PF Section 1b item 16

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

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

*Control*

The power, directly or indirectly, to direct the management or policies of a person, whether through ownership of securities, by contract, or otherwise.

A person is presumed to control a corporation if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the corporation's voting securities; or (ii) has the power to sell or direct the sale of 25 percent or more of a class of the corporation's voting securities.

A person is presumed to control a partnership if the person has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the partnership.

A person is presumed to control a limited liability company ("LLC") if the person: (i) directly or indirectly has the right to vote 25 percent or more of a class of the interests of the LLC; (ii) has the right to receive upon dissolution, or has contributed, 25 percent or more of the capital of the LLC; or (iii) is an elected manager of the LLC.

A person is presumed to control a trust if the person is a trustee or directs or manages (or who participates in directing or managing) the affairs of the trust.

*Government Entity*

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.

*Private fund*

Any issuer that would be an investment company as defined in Section 3 of the Investment Company Act of 1940 but for Section 3(c)(1) or 3(c)(7) of that Act.

*United States person*

Has the meaning provided in rule 203(m)-1 under the Investment Advisers Act of 1940, which includes any natural person that is resident in the United States.

**ATTACHMENT B**

**EMPLOYEE BENEFIT PLAN STATUS**

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

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

\_\_\_\_\_ %.

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

- an entity (a) that is a group trust within the meaning of Revenue Ruling 81-100, a common or collective trust fund of a bank or an insurance company separate account and (b) that is subject to Title I of ERISA and/or Section 4975 of the Code.
- The Subscriber is not purchasing the Interest with funds that constitute the assets of any of the above.

If the Subscriber is an employee benefit plan subject to Title I of ERISA and/or Code Section 4975 (including an IRA) (a "Plan"), the Subscriber hereby represents and warrants that the person who directed the Plan's investment in the Partnership: (i) is responsible for the decision to invest in the Partnership; (ii) is qualified to make such investment decision and to the extent it deems necessary has consulted its own investment advisors and legal counsel regarding the investment in the Partnership; (iii) in making its decision to invest in the Partnership has not relied on any advice or recommendation of the Manager, the Partnership, the General Partner or any of their respective Affiliates; and (iv) will not engage in any direct or indirect, non-exempt prohibited transaction described in ERISA Section 406 or in Section 4975 of the Code in connection with or as a result of an investment in the Partnership, assuming, for this purpose, that at no time will the assets of the Partnership constitute "plan assets" subject to the fiduciary standards of Part 4 of Subtitle B of Title I of ERISA.

## ATTACHMENT C

### ACCREDITED INVESTOR STATUS

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

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

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

**ATTACHMENT D**

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

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

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

***OR***

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

**ATTACHMENT E**

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

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

Please check all boxes that apply:

1. During the past ten years, has the Subscriber or any Beneficial Owner been convicted of any felony or misdemeanor (i) in connection with the purchase or sale of any security; (ii) arising out of the making of any false filing with the U.S. Securities and Exchange Commission (the "SEC"); or (iii) arising out of the conduct of an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities?

Yes  No

2. Is the Subscriber or any Beneficial Owner subject to any court injunction or restraining order entered during the past five years that currently restrains or enjoins the Subscriber or any Beneficial Owner 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 an underwriter, broker, dealer, municipal securities dealer, investment adviser, or paid solicitor of purchasers of securities?

Yes  No

3. Is the Subscriber or any Beneficial Owner subject to any final order \* of any governmental commission, authority, agency or officer \*\* related to any securities, insurance, or banking matter that either
- (a) currently bars the Subscriber or any Beneficial Owner from (i) associating with an entity regulated by such commission, authority, agency or officer; (ii) engaging in the business of securities, insurance or banking; or (iii) engaging in savings association or credit union activities; or
- (b) was entered within the past ten years based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct?

Yes  No

\* *A "final order" is defined under Rule 501(g) as a written directive or declaratory statement issued by a federal or state agency described in Rule 506(d)(1)(iii) under applicable statutory authority that provides for*

*notice and an opportunity for a hearing, and that constitutes a final disposition or action by such federal or state agency.*

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

4. Is the Subscriber or any Beneficial Owner subject to any SEC disciplinary order\*\*\* that currently (i) suspends or revokes the Subscriber's or any Beneficial Owner's registration as a broker, dealer, municipal securities dealer, or investment adviser; (ii) places limitations on the Subscriber's or any Beneficial Owner's activities, functions, or operations; or (iii) bars the Subscriber or any Beneficial Owner from being associated with any particular entity or class of entities or from participating in the offering of any penny stock?

Yes  No

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

5. Is the Subscriber or any Beneficial Owner subject to any SEC cease and desist order entered within the past five years that currently requires the Subscriber or any Beneficial Owner to cease and desist from committing or causing a violation or future violation of (i) any knowledge-based anti-fraud provision of the U.S. federal securities laws\*\*\*\* or (ii) Section 5 of the Securities Act?

Yes  No

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

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

Yes  No

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



the past five years was the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or is currently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued?

Yes  No

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

Yes  No

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

Yes  No

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

10. Has the Subscriber made, or will the Subscriber make a supplemental submission to provide additional information relating to the questions on this Attachment?

Yes  No

**ATTACHMENT F**

**INVESTMENT COMPANY STATUS**

The Subscriber represents and warrants as set forth below.

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

## ATTACHMENT G

### QUALIFIED PURCHASER STATUS

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

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

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

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

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

If the Subscriber is a company formed on or before April 30, 1996 that relies on the exceptions provided for in Section 3(c)(1) or 3(c)(7) of the Investment Company Act to be exempt from registration as an investment company under the Investment Company Act, the

Subscriber hereby represents and warrants that all consents required under the Investment Company Act to the Subscriber's treatment as a qualified purchaser have been obtained.

## Appendix to Attachment G

### Definitions

#### 1. Investments.

(a) The term "Investments" shall mean:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

(i) Miscellaneous Definitions Relating to Investments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT H

### TAX OWNER

Please check the box that applies: Subscriber is exempt from taxation under IRC 115

- The Subscriber is not a Disregarded Entity (as defined in Section 3.14) and is not a grantor trust for U.S. federal income tax purposes.
- The Subscriber is a Disregarded Entity or is a grantor trust for U.S. federal income tax purposes. The Subscriber acknowledges and agrees that the provisions of the Partnership Agreement regarding transfers of limited partnership interests will apply, in addition to the Subscriber, to each of the following as applicable:
  - (a) (i) the Subscriber's Owner (as defined in Section 3.14), (ii) each grantor or other owner of the Subscriber or the Subscriber's Owner that is a grantor trust (together with the Subscriber's Owner, the "Tax Owner"), and (iii) each intermediate entity as if each such owner were a Limited Partner under the Partnership Agreement; and
  - (b) to any transaction pursuant to which a Tax Owner ceases to be treated as the owner of the Subscriber's Interest for U.S. federal income tax purposes.

## ATTACHMENT I

### UBTI REPORTING INFORMATION

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

1.  The Subscriber is an entity generally exempt from income tax **and** either:
  - the Subscriber is subject to taxation on its unrelated business taxable income; or
  - the Subscriber is not subject to taxation on its unrelated business taxable income.
  
2.  The Subscriber is not itself an entity generally exempt from income tax, but a direct or indirect investor in the Subscriber (excluding a direct or indirect investor in the Subscriber that invests through an entity treated as a C corporation) is an entity generally exempt from income tax, **and** either:
  - the direct or indirect tax-exempt investor in the Subscriber is subject to taxation on its unrelated business taxable income; or
  - the direct or indirect tax-exempt investor in the Subscriber is not subject to taxation on its unrelated business taxable income.
  
3.  The Subscriber is not described in either section 1 or 2 above.

**ATTACHMENT J**

**DOMESTIC GRANTOR TRUST CERTIFICATION**

For purposes of this Attachment J, if the Subscriber is a Disregarded Entity (as defined in Section 3.14), then the Subscriber should complete this Attachment J as if each reference to the "Subscriber" were replaced with a reference to the Subscriber's Owner.

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

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

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

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

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

OR

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

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## ATTACHMENT K

### NON-U.S. LEGAL ENTITY STATUS

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

#### ***Australia***

- If the Subscriber is an investor in Australia, the Subscriber represents and warrants that:
  - (a) the Subscriber is 'wholesale client' for the purposes of the *Corporations Act 2001 (Cth)*;
  - (b) If the Subscriber on-sells the Interest to investors in Australia without a product disclosure statement within 12 months of the issuance of the Interest, the Subscriber will only on-sell the Interest to investors in Australia who are 'wholesale clients' for the purposes of the *Corporations Act 2001 (Cth)*;
  - (c) the Subscriber acknowledges and agrees that the Memorandum is not a disclosure document or a product disclosure document for the purposes of the *Corporations Act 2001 (Cth)* and does not contain all the information that a prospectus or a product disclosure statement is required to contain; and
  - (d) the Subscriber acknowledges and agrees that the Memorandum has not been and will not be lodged with the Australian Securities and Investments Commission (ASIC) and the distribution of the Memorandum in Australia has not been authorised by ASIC or any other regulatory authority in Australia.

#### ***Brazil***

- The Subscriber is resident in or otherwise subject to the laws of Brazil and attests that:
  - (a) Subscriber is a "professional investor" as set forth in Article 9-A of CVM Instruction 539, of November 13, 2013, as amended;
  - (b) Subscriber has sufficient knowledge about the capital and financial markets so as to be able to evaluate the merits and risks of purchasing interests in the Partnership in a manner that no legal provisions applied to protect "non-professional investors" are applicable to the Subscriber;
  - (c) As a professional investor, Subscriber is able to understand, weigh and take the financial risks related to Subscriber's investment in the Partnership, an investment fund for professional investors; and

- (d) Subscriber holds financial investments in an aggregate amount exceeding R\$10,000,000.00 (ten million Brazilian Reais).

**Canada**

- The Subscriber is resident in or otherwise subject to the laws of Canada and:
  - (a) is resident in or otherwise subject to the laws of one of the Canadian Provinces of British Columbia, Alberta, Ontario and Quebec only;
  - (b) has reviewed the terms referred to in the section of the Memorandum entitled "For residents of Canada - Resale Restrictions";
  - (c) is an "accredited investor" as defined in National Instrument 45-106 - Prospectus and Registration Exemptions ("NI 45-106") that is not an individual, unless such individual is also a "permitted client" (as such term is defined in National Instrument 31-103 – Registration Requirements, Exemptions and Ongoing Registrant Obligations of the Canadian Securities Administrators ("NI 31-103")) and is not a person created or being used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106; is either purchasing Interest as principal for its own account, or is deemed to be purchasing the Interest as principal for its own account in accordance with the applicable securities laws of the province in which such Subscriber is resident, by virtue of being either (i) a trust company or trust corporation as further described in subsection (p) of the definition of "accredited investor" in section 1.1 of NI 45-106; or (ii) a person acting on behalf of a fully managed account managed by that person as further described in subsection (q) of the definition of "accredited investor" in section 1.1 of NI 45-106;
  - (d) if resident in the Province of British Columbia, is a "permitted client" as defined in National Instrument 31-103; and
  - (e) acknowledges and agrees that its name and other specified information, including the Subscription Amount, will be disclosed to the relevant Canadian securities regulatory authorities and may become available to the public in accordance with the requirements of applicable securities and freedom of information laws. The Subscriber consents to the disclosure of such information where required by applicable laws. If required by applicable securities laws or stock exchange rules, the Subscriber agrees to execute, deliver and file or assist the applicable dealers in obtaining and filing such reports, undertakings and other documents relating to the purchase of the Interest by the Subscriber as may be required by any securities commission, stock exchange or other regulatory authority; and
  - (f) the parties hereto acknowledge and confirm that they have requested that this Subscription Agreement as well as all notices and other documents

contemplated hereby be drawn up in the English language. *Les parties aux présentes reconnaissent et confirment qu'elles ont convenu que la présente convention de souscription ainsi que tous les avis et documents qui s'y rattachent soient rédigés dans la langue anglaise.*

### **Chile**

- The Subscriber is a legal entity incorporated and domiciled in Chile, a Chilean citizen domiciled in Chile or an individual resident in Chile, and the Subscriber is a Qualified Investor under General Rule No. 216 enacted by the Chilean Superintendency of Securities and Insurance.

### **China**

- If the Subscriber is, or is established, owned or controlled by, a “domestic resident” of the People’s Republic of China within the meaning of Circular 75 issued by its State Administration of Foreign Exchange, then: (a) such Subscriber has notified the General Partner of such status prior to such Subscriber’s admission to the Partnership (and shall promptly notify the General Partner upon any change to such status); and (b) all capital contributions and other payments to the Partnership or any Partner by such Subscriber shall be conducted in compliance with such Circular, and any other rules and regulations issued by such State Administration of Foreign Exchange or other applicable laws of the People’s Republic of China relating to an investment in the Partnership. The Subscriber shall promptly notify the General Partner if it becomes aware that any representation it has made herein is not, or has ceased to be, true and accurate with respect to such Subscriber.

### **Finland**

- The Subscriber is a legal entity located in Finland, a citizen or resident of Finland or this Subscription Agreement was received by the Subscriber in Finland and the Subscriber is a “Professional Client” (In Finnish: ammattimainen asiakas) as defined in the Finnish Alternative Investment Fund Managers Act (162/2014).

### **Hong Kong**

The Subscriber confirms that it qualifies under at least one of the following categories:

- The Subscriber is a trust corporation having been entrusted under the trust or trusts of which it acts as a trustee with total assets of not less than HK\$40 million or its equivalent in any non-Hong Kong currency-
  - (a) as stated in the most recent audited financial statement prepared- (i) in respect of the trust corporation; and (ii) within 16 months before the relevant date;

- (b) as ascertained by referring to one or more audited financial statements, each being the most recent audited financial statement, prepared- (i) in respect of the trust or any of the trusts; and (ii) within 16 months before the relevant date; or
  - (c) as ascertained by referring to one or more custodian statements issued to the trust corporation- (i) in respect of the trust or any of the trusts; and (ii) within 12 months before the relevant date.
- The Subscriber is an individual, either alone or with any of his associates on a joint account, having a portfolio of not less than HK\$8 million or its equivalent in any non-Hong Kong currency
  - (a) as stated in a certificate issued by an auditor or a certified public accountant of the individual within 12 months before the relevant date; or
  - (b) as ascertained by referring to one or more custodian statements issued to the individual (either alone or with the associate) within 12 months before the relevant date.
- The Subscriber is a corporation or partnership having
  - (a) a portfolio of not less than HK \$8 million or its equivalent in any non-Hong Kong currency; or
  - (b) total assets of not less than HK\$40 million or its equivalent in any non-Hong Kong currency, as ascertained by referring to the most recent audited financial statement prepared- (i) in respect of the corporation or partnership (as the case may be); and (ii) within 16 months before the relevant date; or
  - (c) one or more custodian statements issued to the corporation or partnership (as the case may be) within 12 months before the relevant date.
- The Subscriber is a corporation, the sole business of which is to hold investments and which is wholly owned by an individual who, either alone or with any of his associates on a joint account, falls within the description above relating to an individual.
- The Subscriber otherwise qualifies as a "professional investor" within the meaning of the Hong Kong Securities and Futures Ordinance.

***Israel***

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

### ***Japan***

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

### ***Netherlands***

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

### ***Oman***

- The Subscriber is a legal entity located in Oman, acknowledges that none of the Manager, the Interest or the marketing materials for the Interest have been licensed by or registered with the CMA or the Central Bank of Oman and represents and warrants that:
  - (a) it is a sophisticated investor (as per Article 139 of the Executive Regulations of the Capital Market Law) and as such it has sufficient experience in business and financial matters so that it is capable of evaluating the merits and risks of an investment in the Interest;
  - (b) it has reviewed all documents relating to the Interest;
  - (c) that it is aware that the value of the Interest may fall as well as rise and an investment in the Interest may be difficult to realize;
  - (d) that the Manager has made no representation regarding the suitability of the Interest and does not undertake to make a market for the Interest; and
  - (e) it has been advised to and has taken appropriate tax and legal advice before investing in the Interest.

### ***South Korea***

- The Subscriber is a legal entity located in South Korea, a citizen or resident of South Korea or this Subscription Agreement was received by the Subscriber in South Korea, and the Subscriber is a qualified professional investor as the term is defined under the Financial Investment Services and Capital Markets Act of Korea.

***Sweden***

- The Subscriber is a legal entity located in Sweden, a citizen or resident of Sweden or this Subscription Agreement was received by the Subscriber in Sweden and the Subscriber is a professional investor as defined in Chapter 5 Section 10 under the Swedish Act on Managers of Alternative Investment Funds (Lag (2013:561) Om Förvaltare Av Alternativa Investeringsfonder.

***Switzerland***

- The Subscriber is a legal entity located in Switzerland, a citizen or resident of Switzerland or this Subscription Agreement was received by the Subscriber in Switzerland, and the Subscriber is a qualified investor as defined in the Swiss Collective Investment Schemes Act of 23 June 2006, as amended and its implementing ordinance.

***United Kingdom***

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

***None of the Above***

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

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

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

**ATTACHMENT L**

**FATCA SELF-CERTIFICATION**

**Instructions for Completion**

The Partnership may be obligated to collect certain information about each Subscriber and its interest and submit reports to the Cayman Islands Tax Information Authority (the "TIA") in accordance with the Tax Information Authority Law (as amended), the Regulations<sup>1</sup> and related Guidance Notes, as well as intergovernmental agreements ("IGAs") entered into separately between the Cayman Islands and the U.S. and United Kingdom (collectively "FATCA").

This form only addresses the FATCA due diligence and reporting rules implemented by the Regulations so as to give effect to the Cayman-UK IGA (referred to herein as "UK FATCA"). Please complete the sections below and provide any additional information that is requested. Please note that in certain circumstances the Partnership may be obligated to share this information with relevant tax authorities. Terms referenced in this form shall have the same meaning as applicable under FATCA. Consistent with the terms of Sections 5.2 and 9 of this Subscription Agreement, if any of the information below changes in the future, the Subscriber shall promptly notify the Partnership of such changes. If the Subscriber has any questions about how to complete this form, please contact your legal counsel and/or tax adviser. Please note that where there are joint account holders, each investor is required to complete a separate form.

**1. SUBSCRIBER IDENTIFICATION**

Subscriber Name: Commonwealth of Pennsylvania State Employees' Retirement System

Registered Address: 30 North Third Street, Suite 150  
Harrisburg, PA 17101

Mailing address (if different from above): \_\_\_\_\_

**2. UK FATCA - ENTITIES**

a. Is the Subscriber a "Specified United Kingdom Person" (as defined below) for the purposes of UK FATCA?

Yes  No

b. Is the Subscriber a "United Kingdom Person" but not a "Specified United Kingdom Person" (as defined below)?

Yes  No

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<sup>1</sup> The Tax Information Authority (International Tax Compliance) (United Kingdom) Regulations, 2014.

If yes, by checking the appropriate box below, the Subscriber certifies the basis on which the Subscriber qualifies for an exemption from the definition of "Specified United Kingdom Person".

"Specified United Kingdom Person" means a United Kingdom Person, other than (please check all boxes that apply):

- (i) a corporation the stock of which is regularly traded on one or more established securities markets
- (ii) a corporation that is a member of the same affiliated group, as defined in Section 1471(e)(2) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), as a corporation described in (i) above.
- (iii) a Depository Institution.
- (iv) a broker or dealer in securities, commodities, or derivative financial instruments (including notional principle contracts, futures, forwards, and options) that is registered as such under the laws of the United Kingdom
- (v) a Non-Reportable United Kingdom Entity as defined in Annex II paragraph V of UK FATCA (referring to certain UK governmental organizations, international organizations, central bank and UK retirement funds).

c. If the Subscriber has checked "No" to both (a) and (b) above, is the Subscriber a "Non-United Kingdom Resident Entity" (as defined in *Exhibit A*) which is a "Financial Institution" (as defined in *Exhibit A*) for the purposes of UK FATCA?

\_\_\_\_\_ Yes                        X   No

d. If the Subscriber has checked "No" to (a), (b) and (c) above, please confirm the Subscriber's UK FATCA status by checking the applicable box below:

The Subscriber is an "Exempt Beneficial Owner" (as defined in *Exhibit A*)

If so, please indicate status: \_\_\_\_\_

The Subscriber is a "Non-Reporting Financial Institution" (as defined in *Exhibit A*)

If so, please indicate exemption: \_\_\_\_\_

The Subscriber is an "Active NFFE" (as defined in *Exhibit A*)

The Subscriber is a "Passive NFFE" (as defined in *Exhibit A*)

If so, please complete the table below, providing details for any "Controlling



Persons” (as defined in *Exhibit A*)<sup>2</sup>. If there are no Controlling Persons, please write “None”.

Full Name	Date of Birth	Full Residence Address	Details of Controlling Person’s Beneficial Interest	Country(ies) of Tax Residence	Tax Reference Type and Number

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<sup>2</sup> With respect to any Controlling Person(s) whose current residence or mailing address is in the United Kingdom (including a Post Office Box, "in care of" or "hold mail" address) but whose country of tax residency is not the United Kingdom, additional information in respect of such Controlling Persons may be requested.

## EXHIBIT A

### UK FATCA DEFINITIONS

#### 1. United Kingdom Person

“**United Kingdom Person**” means an Entity who is resident in the United Kingdom for tax purposes, and includes an Entity who is resident in both the United Kingdom and the Cayman Islands, under the respective domestic law of each party.

“**Entity**” means a legal person or a legal arrangement such as a trust, partnership or limited liability partnership. An Entity such as a partnership, limited liability partnership or similar arrangement shall be resident in the United Kingdom if the control and management of the business takes place in the United Kingdom.

#### 2. Financial Institution

“**Non-United Kingdom Resident Entity**” means an Entity that is not resident in the United Kingdom for the purposes of UK FATCA.

“**Financial Institution**” means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.

“**Custodial Institution**” means any Entity that holds, as a substantial portion of its business, financial assets for the account of others. An Entity holds financial assets for the account of others as a substantial portion of its business if the Entity’s gross income attributable to the holding of financial assets and related financial services equals or exceeds 20 percent of the Entity’s gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.

“**Depository Institution**” means any Entity that accepts deposits in the ordinary course of a banking or similar business.

“**Investment Entity**” means any Entity that conducts as a business (or is managed by an Entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:

- (1) trading in money market instruments (checks, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
- (2) individual and collective portfolio management; or
- (3) otherwise investing, administering, or managing funds or money on behalf of other persons.

Investment Entity shall be interpreted in a manner consistent with similar language set forth in the definition of “financial institution” in the Financial Action Task Force Recommendations.

“**Specified Insurance Company**” means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.<sup>3</sup>

“**Non-Reporting Financial Institution**” means an Entity described as a Non-Reporting Cayman Islands Financial Institution as set forth in Annex II of UK FATCA, not including a Sponsored Investment Entity or Sponsored Closely Held Investment Vehicle where the sponsoring entity has failed to comply with its obligations as set forth in such Annex II.

### 3. Exempt Beneficial Owner

“**Exempt Beneficial Owner**” under the UK IGA include Government entities, International Organisations, Broad and Narrow Participation Retirement Funds, Pension Funds of an Exempt Beneficial Owner, Investment Entities wholly owned by Exempt Beneficial Owners, and Limited Capacity Exempt Beneficial Owners. Please refer to the IGA for detailed definitions.

“**Limited Capacity Exempt Beneficial Owners.**” The Controlling Persons of an NFFE that meets all of the following requirements shall be treated as an Exempt Beneficial Owner solely in their capacity as a Controlling Person of that NFFE: (a) It is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organization, civic league or an organisation operated exclusively for the promotion of social welfare; (b) It is exempt from income tax in its jurisdiction of residence; (c) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets; (d) The applicable laws of the NFFE’s jurisdiction of residence or the NFFE’s formation documents do not permit any income or assets of the NFFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFFE’s charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFFE has purchased; and (e) The applicable laws of the NFFE’s jurisdiction of residence or the NFFE’s formation documents require that, upon the NFFE’s liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organisation, or escheat to the government of the NFFE’s jurisdiction of residence or any political subdivision thereof.

“**Exempt Beneficial Owner**” under the US Treasury Regulations means any foreign government, any political subdivision of a foreign government, or any wholly owned agency or instrumentality of any one or more of the foregoing; any international organisation or any wholly owned agency or instrumentality thereof; any foreign central bank of issue; Governments of U.S. territories; certain retirement funds; or any person that is otherwise treated as an exempt beneficial owner pursuant to a Model 1 IGA or Model 2 IGA.

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<sup>3</sup> If you consider that you may be a Specified Insurance Company for the purposes of UK FATCA, please consult your legal counsel and/or tax adviser for further advice.

4. **Active NFFE / Passive NFFE**

“NFFE” means any Non-United Kingdom Resident Entity that is not a Financial Institution as defined in UK FATCA.

“Passive NFFE” means any NFFE that is not an Active NFFE.

“Active NFFE” means any NFFE that meets any of the following criteria:

- (1) Less than 50 percent of the NFFE’s gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 percent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- (2) The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- (3) The NFFE is a government, a political subdivision of such government or a public body performing a function of such government or a political subdivision thereof, or an Entity wholly owned by one or more of the foregoing;
- (4) Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- (5) The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFFE;
- (6) The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution; or
- (7) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution.

An Entity is a “**Related Entity**” of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 percent of the vote or value in an Entity. Notwithstanding the

foregoing, either Party may treat an Entity as not a related entity if the two Entities are not members of the same affiliated group, as defined in Section 1471(e)(2) of the Code.

**“Controlling Persons”** means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term “Controlling Persons” shall be interpreted in a manner consistent with the Recommendations of the Financial Action Task Force.

**To avoid Massachusetts data privacy regulation compliance concerns, the following material should be delivered only to Advent International GPE VIII-B Limited Partnership. Please do not send this information to Goodwin Procter LLP.**

**CONFIDENTIAL FINANCIAL INFORMATION**

**DO NOT DISCLOSE OR FORWARD**

**ADVENT INTERNATIONAL GPE VIII-B LIMITED PARTNERSHIP**

**Subscriber Financial Information Packet**

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

# ADVENT INTERNATIONAL GPE VIII-B LIMITED PARTNERSHIP

## Instructions to Subscriber Financial Information Packet

Subscribers wishing to become limited partners of Advent International GPE VIII-B Limited Partnership should complete the following:

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

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

(2) **United States Persons.**

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

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

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

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

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

**ADVENT INTERNATIONAL GPE VIII-B LIMITED PARTNERSHIP**  
**Attachment 1**

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





# Form PTE-EX

## Withholding Exemption Certificate for Members of a Pass-Through Entity

Rev. 6/09

**Massachusetts**  
**Department of**  
**Revenue**

### Entity and member information

Completion required. The pass-through entity will retain this certificate in its records for possible inspection by the Commissioner.

Name of pass-through entity	Federal Identification number		
<b>***THIS FORM DOES NOT GET COMPLETED BY A SECTION 115 TAX EXEMPT ENTITY***</b>			
Address	City/Town	State	Zip
Name of member		Federal Identification or Social Security number	

Member **must** complete either the individual **or** organization certification. Check **one** box only.

#### Individual Certification

I hereby certify that I am exempt, for the reason indicated below, from withholding by the pass-through entity named above of which I am a member.

- 1  I am a Massachusetts resident.
- 2  I am a nonresident and I will be participating in nonresident composite returns prepared by the pass-through entity. **Note:** Part-year residents are not eligible to participate in a nonresident composite return.
- 3  I am a nonresident, and I agree to file any required tax returns and make quarterly estimated tax payments as required under M.G.L. c. 62B. I accept personal jurisdiction in Massachusetts state courts for the determination and collection of taxes, including estimated tax payments, and related interest, penalties, and fees imposed with respect to the distributive share from the pass-through entity.

**I understand that I must notify the pass-through entity of any changes in my exemption status no more than 30 days after my status changes.**

#### Signed under the penalties of perjury.

Signature	Date
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#### Organization Certification. Corporation, pass-through entity or any other organization.

I hereby certify that my organization is exempt, for the reason indicated below, from withholding by the pass-through entity named above of which my organization is a member.

- 1  My organization is exempt from federal income tax under Internal Revenue Code section 501, and all of my organization's distributive share from the pass-through entity is exempt from Massachusetts tax under M.G.L. c. 62 or c. 63.
- 2  My organization is a corporation subject to Massachusetts tax jurisdiction and it will file its corporate excise returns including any distributive share from the pass-through entity.
- 3  My organization is a pass-through entity, trust, estate, or custodial account, and will be filing any required returns, reporting any distributive share, and making required estimated tax or withholding payments, as appropriate.
- 4  My organization is a pass-through entity that is a member of the pass-through entity named above and all members of my organization are exempt from withholding. I have exemption certificates from all of the members of my organization, and will timely obtain exemption certificates from new members. I will notify the pass-through entity named above if any member of my organization does not have exempt status.
- 5  My organization is a pass-through entity that is a member of the pass-through entity named above. My organization will have no Massachusetts-source distributive share other than from the pass-through entity named above. The pass-through entity named above has agreed to accept exemption certificates from or withhold directly on my organization's members. A copy of this certificate, signed by an authorized representative of the pass-through entity named above and retained by my organization, will evidence that entity's agreement to withhold and report amounts withheld directly to my organization's members. Amounts withheld must also be reported to my organization.
- 6  My organization is exempt from tax on any distributive share from the pass-through entity because my organization is an insurance company.
- 7  My organization is a corporate limited partner in a limited partnership that is not subject to Massachusetts tax jurisdiction as described in 830 CMR 63.39.1(8)(b) or 830 CMR 63.39.1(8)(d), and my organization is not a member of a combined group with any members that are subject to Massachusetts tax jurisdiction.
- 8  My organization is a corporate limited partner in a limited partnership and is not, by itself, subject to Massachusetts tax jurisdiction as described in 830 CMR 63.39.1(8)(b) or 830 CMR 63.39.1(8)(d) and will not be filing its own corporate excise returns, but it is a member of a combined group with one or more members that are subject to Massachusetts tax jurisdiction, and one or more of those members will file corporate excise returns.

**I understand that I must notify the pass-through entity of any changes in my organization's exemption status no more than 30 days after its status changes.**

#### Signed under the penalties of perjury.

Signature	Title	Date
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## Request for Taxpayer Identification Number and Certification

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

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

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>																				
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**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jan K Bickle, Admin. Officer</i>	Date ▶ <i>January 27, 2016</i>
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**General Instructions**

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

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

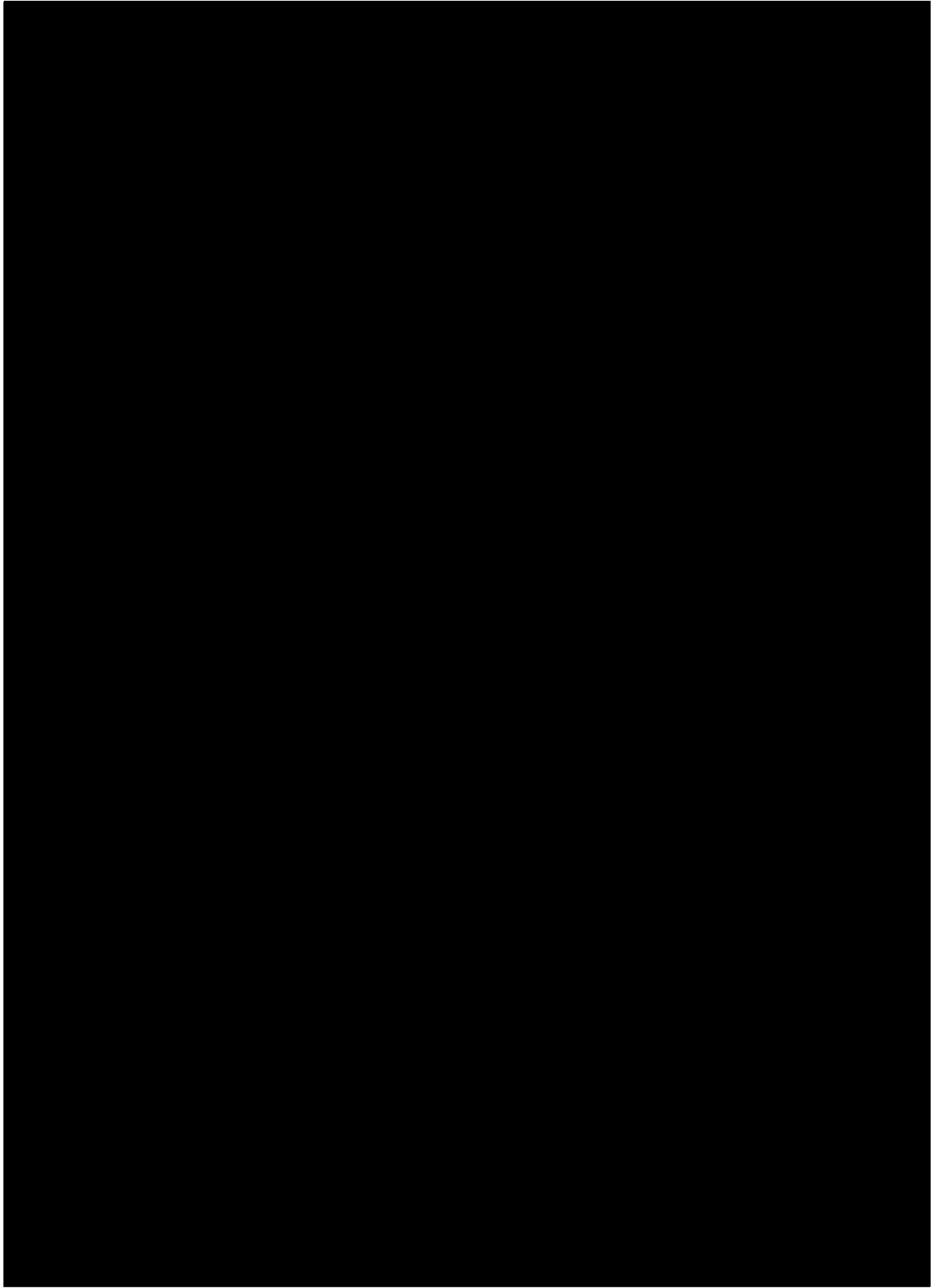
**Purpose of Form**

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - Certify that you are not subject to backup withholding, or
  - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Pennsylvania State Employees Retirement System – Correspondence Chart





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

