

SCOUT FUND II-A, LP

Subscription Documents Booklet

*Upon completion and execution of the documents contained herein,
each investor must deliver this Subscription Documents
Booklet to the following address:*

Scout Fund II GP, LLC
3600 North Capital of Texas Highway
Building B, Suite 200
Austin, Texas 78746
Attention: James A. Taylor

GENERAL

This Subscription Documents Booklet relates to the offering of limited partner interests (“*Interests*”) in Scout Fund II-A, LP, a Delaware limited partnership (the “*Partnership*”). The Interests are being offered to qualified investors (“*Investors*”) on behalf of the Partnership by Scout Fund II GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the “*General Partner*”), pursuant to a Private Placement Memorandum dated May 2013, as amended and supplemented by the Supplement thereto dated November 2013 (the “*Memorandum*”).

This Subscription Documents Booklet contains the following:

- an Investor Questionnaire (the “*Questionnaire*”);
- a Subscription Agreement (the “*Subscription Agreement*”); and
- attached as Exhibit A, guidelines for the use of U.S. Internal Revenue Service (“*IRS*”) Tax Forms W-9, W-8BEN, W-8IMY, W-8EXP and W-8ECI.

The information and documents contained in this Subscription Documents Booklet supplement the information contained in the Memorandum and the Second Amended and Restated Agreement of Limited Partnership of Scout Fund II-A, LP (the “*Partnership Agreement*”), copies of which have been provided to the Investor. Each Investor should carefully review the Partnership Agreement and the information and documents contained herein, including the Subscription Agreement, prior to subscribing for an Interest. The statements set forth in the Memorandum regarding such agreements do not purport to be complete and are qualified by reference to the Partnership Agreement and the Subscription Agreement.

If, after you have carefully reviewed the Memorandum and the other materials described above, you decide to subscribe for an Interest in the Partnership, please comply with all of the instructions described herein. The instructions described herein are necessary, among other things, to ensure that the private placement of Interests by the Partnership is exempt from the registration requirements of the Securities Act of 1933, as amended (the “*Securities Act*”), and that the Partnership is exempt from registration as an “Investment Company” under the Investment Company Act of 1940, as amended. ***Failure to comply with the instructions contained in this Subscription Documents Booklet may result in the rejection of your subscription.***

The Interests have not been and will not be registered under the Securities Act, or any other applicable U.S. federal, U.S. state or non-U.S. securities laws. The Interests will be offered and sold (i) under the exemptions provided by Section 4(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder, (ii) under the exemption provided by Regulation S promulgated under the Securities Act, and (iii) in compliance with other applicable U.S. federal, U.S. state and non-U.S. securities laws. In the Subscription Agreement, Investors must make representations designed to establish that they meet various qualifications established by the General Partner or required by applicable law.

The General Partner, in its sole discretion, will determine whether to accept an Investor's subscription, in whole or in part.

By completing the Questionnaire and executing the Subscription Agreement included in this Subscription Documents Booklet, the Investor will be providing its name, address and certain other information and will be making certain representations that will allow the General Partner to identify the Investor and comply with requests for information from U.S. and other agencies investigating terrorist activity or money laundering. In addition, in order to comply with the laws of the United States and certain other jurisdictions, the General Partner may from time to time make additional inquiries and request that an Investor provide additional information and documentation verifying, among other things, the identity of such Investor and the source of funds used by it to fund its Interest.

SUBSCRIPTION INSTRUCTIONS

An Investor may not become a limited partner of the Partnership (a "Limited Partner") unless and until such Investor has executed and delivered to the General Partner the Questionnaire, Subscription Agreement and any IRS Tax Form required by the General Partner and has complied with all other instructions set forth herein. Subscriptions may be rejected in whole or in part by the General Partner in its sole discretion and need not be accepted in the order in which they are received. The General Partner may, in its discretion, waive or modify any requirement provided for herein with respect to one or more Investors.

Subscription Procedures

In order for a subscription to be accepted by the General Partner, each of the following requirements must be complied with prior to the expiration of the applicable offering period:

- (a) the Investor must complete the Questionnaire as follows: (i) responding to each applicable question contained therein and (ii) execute the Questionnaire and deliver it to the General Partner;
- (b) the Investor must complete the Subscription Agreement as follows: (i) indicate on the signature page the aggregate capital commitment for which such Investor is subscribing; (ii) indicate on the signature page such Investor's taxpayer identification number (if it has one); and (iii) execute four copies of the signature page of the Subscription Agreement and deliver the Subscription Agreement and the four counterpart signature pages to the General Partner;
- (c) the Investor must complete the Partnership Agreement Limited Partner Signature Page as follows: (i) type or stamp the appropriate signature block for such Investor on the Partnership Agreement Limited Partner Signature Page; and (ii) execute four copies of the Partnership Agreement Limited Partner Signature Page and deliver them to the General Partner;
- (d) unless otherwise approved by the General Partner, the Investor must complete and execute (i) Form W-9 (in accordance with the instructions accompanying the form) if the Investor is a U.S. Holder (as defined in Schedule I to the Questionnaire) or (ii) the appropriate Form W-8 (in accordance with the instructions accompanying the form) to establish its non-U.S. status if the Investor is not a U.S. Holder (guidelines on the use of Forms W-9, W-8BEN, W-8IMY, W-8EXP and W-8ECI are attached to this Subscription Documents Booklet as Exhibit A), which applicable IRS Tax Form should be provided to the General Partner, not directly to the IRS; and
- (e) the Investor must comply with all other applicable instructions set forth herein or provided by the General Partner.

Delivery of Documents and Communications

Investors should deliver completed subscription documents to the General Partner at the following address:

Scout Fund II GP, LLC
3600 North Capital of Texas Highway
Building B, Suite 200
Austin, Texas 78746
Attention: James A. Taylor

Questions regarding the Subscription Documents Booklet should be directed to James A. Taylor either in writing at the address set forth above, by telephone at 512.628.4030 or by email at jtaylor@hawkeye-partners.com.

INVESTOR QUESTIONNAIRE

Scout Fund II GP, LLC
3600 North Capital of Texas Highway
Building B, Suite 200
Austin, Texas 78746
Attention: James A. Taylor

Re: Scout Fund II-A, LP
Private Placement of Limited Partnership Interests

Ladies and Gentlemen:

The undersigned has completed and is furnishing to you this questionnaire (the “*Questionnaire*”) to assist you in (i) determining whether a limited partner interest (an “*Interest*”) in Scout Fund II-A, LP, a Delaware limited partnership (the “*Partnership*”), may be offered and sold to the undersigned pursuant to exemptions contained in (a) Section 4(2) of the Securities Act of 1933, as amended (the “*Securities Act*”), and Rule 506 of Regulation D promulgated thereunder, (b) Regulation S promulgated under the Securities Act, or (c) similar provisions of other applicable U.S. federal, U.S. state or non-U.S. securities laws, (ii) confirming that the Partnership will be exempt from registration as an “Investment Company” pursuant to Section 3(c)(1) or 3(c)(7) of the Investment Company Act of 1940, as amended (the “*Investment Company Act*”) and (iii) confirming that the undersigned is otherwise acceptable to you as an investor in the Partnership.

All information furnished is for the sole use of Scout Fund II GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the “*General Partner*”), and its agents, representatives, affiliates, advisors and counsel and will be held in confidence by them, except that this Questionnaire may be (i) furnished to such governmental and regulatory authorities and other persons as the General Partner deems necessary to establish compliance with applicable U.S. federal, U.S. state and non-U.S. securities laws, U.S. or non-U.S. laws relating to terrorist activity or money laundering and, if required by applicable law, to other governmental and regulatory authorities and (ii) used or disclosed in the manner contemplated by the Subscription Agreement executed by the undersigned. Any counsel to the Partnership and the General Partner is expressly authorized to rely upon the information provided in this Questionnaire in connection with any opinion to be delivered to Investors who are to be admitted as limited partners of the Partnership or any opinion relating to the formation or organization of the Partnership or the conduct of its business activities.

1. Investor Information. Please provide the following information with respect to the entity making the investment (the "Investor"):

(a) Full Legal Name of Investor:

Commonwealth of Pennsylvania State Employees' Retirement System

(b) Primary Contact Person for Investor:

Name: David Kalman, Managing Director of Real Assets

Telephone: (717) 237-0211

E-mail: dkalman@pa.gov

Facsimile: (717) 772-3741

Address: 30 North Third Street, Suite 150

Harrisburg, PA 17101-1716

(c) Address of Investor for Purposes of Notices and Records:

Name: Commonwealth of Pennsylvania State Employees' Retirement System

Telephone: SEE THE ATTACHED CORRESPONDENCE CHART

E-mail: SEE THE ATTACHED CORRESPONDENCE CHART

Facsimile: (717) 772-3741

Address: 30 North Third Street, Suite 150

Harrisburg, PA 17101-1716

(d) Primary Bank Account for Purposes of Contributions to and Distributions from the Partnership:

(Note: The Investor may change its primary bank account from time to time by notice to the General Partner.)

Bank Name: SEE THE ATTACHED WIRE INSTRUCTIONS

Bank Address: _____

SWIFT: _____

Bank ABA Number: _____

Account Name: _____

Account Number: _____

Name of Bank Officer: _____

Telephone Number of Bank Officer: _____

Facsimile Number of Bank Officer: _____

(e) Type of Entity (check all that apply):

U.S. corporation _____

U.S. partnership _____

U.S. trust _____

U.S. limited liability company _____

Tax exempt entity under Internal Revenue

Code of 1986 (the "Code") Section 501(c)(3) _____

Organization described in Code Section

511(a)(2)(B) or 511(c) _____

Private Foundation _____

Organization described in Code Section

514(c)(9)(C) _____

Agency or Instrumentality of a state or political

subdivision under Code Section 115 X

Benefit plan investor within the meaning of

DOL Reg. §2510.3-101, as modified by Section 3(42)

of the Employee Retirement Income Security Act

of 1974, as amended ("ERISA") _____

Grantor retained annuity trust _____

Charitable remainder trust _____

Insurance company _____

Non-U.S. corporation or limited liability company _____

Country where incorporated or formed: _____

Non-U.S. partnership or joint venture _____

Country where formed: _____

Non-U.S. trust _____

Country where formed: _____

Non-U.S. Governmental Entity under

Section 892 of the Code (including an integral part or controlled

entity of a foreign sovereign) _____

Other non-U.S. entity or association _____

Type of entity or association: _____

Country where formed: _____

2. Investment Company Act: General. Each Investor should respond to the questions set forth below, as applicable. These questions are relevant to whether the Investor may be admitted to the Partnership, consistent with the reliance by the Partnership on the exceptions from the definition of "Investment Company" contained in Sections 3(c)(1) and 3(c)(7) of the Investment Company Act. (For purposes of answering these questions, please refer to the definition of "Investment Company" on Schedule I attached hereto.)

(a) Are any of the following statements true with respect to the Investor? (If the answer to this question is "Yes" please indicate in the space below each applicable paragraph number.)

(i) The Investor was formed or reformed for, or is being operated for, the specific purpose of investing in an Interest or acquiring securities of the Partnership.

(ii) The Investor is (or proposes to be) engaged primarily in the business of investing, reinvesting or trading in securities.

(iii) The Investor is (or proposes to be) engaged in the business of issuing face-amount certificates of the installment type, or the Investor has been engaged in such business and has any such certificates outstanding.

(iv) The Investor owns (or proposes to own) investment securities (excluding government securities and cash items) with a value representing more than 40% of the value of the Investor's total assets.

Yes _____ No X Paragraph No. _____

(b) If the answer to question (a) above is "Yes," is the Investor a Private Investment Company? (For purposes of answering this question, please refer to the definition of "Private Investment Company" on Schedule I attached hereto.)

Yes _____ No _____

(c) Each Investor should respond to the questions set forth below, which are relevant to the determination of whether the Investor would be treated as a single beneficial owner of the Partnership under the Investment Company Act.

(i) Would the proposed investment by the Investor in the Partnership represent more than 40% of the assets of the Investor or, if the Investor is a partnership or limited liability company, more than 40% of its committed capital?

Yes _____ No X

(ii) If the Investor is an entity with multiple owners, does the entity permit any of its owners to opt in or opt out of investments made by the entity or to designate that any investments (including the proposed investment in the Partnership) be made for such owners' account and not that of the Investor itself?

Yes _____ No _____

(iii) If the Investor is an entity with multiple owners and the Investor has made investments prior to the date hereof or intends to make investments in the near future, has each beneficial owner of interests in the Investor shared, or will each such beneficial owner share, in the same proportion in each such investment (*i.e.*, no beneficial owner of the Investor may vary his, her or its interests in different investments made by or on behalf of the Investor)?

Yes _____ No _____

(iv) If the Investor is an entity with multiple owners, do the governing documents of the Investor require that (i) each beneficial owner of the Investor participate through his, her or its interest in the Investor in all of the Investor's investments and (ii) the profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of the Investor (*i.e.*, no such beneficial owner may vary his, her or its share of the profits and losses or the amount of his, her or its contribution for any investment made by the Investor)?

Yes _____ No _____

3. Investment Company Act: Qualified Purchasers. Each Investor should respond to the questions set forth below, as applicable. These questions are relevant to whether the Investor may be admitted to the Partnership, consistent with the reliance by the Partnership on the exception from the definition of "Investment Company" contained in Section 3(c)(7) of the Investment Company Act.

(a) Is the Investor a "Qualified Purchaser" within the meaning of Section 2(a)(51) of the Investment Company Act? (For purposes of answering this question, please refer to the definition of "Qualified Purchaser" on Schedule II attached hereto.)

Yes X No _____

If the answer to this question is "Yes," please complete Schedule II to this Questionnaire.

(b) If the Investor is a Private Investment Company, did the Investor itself have any beneficial owners prior to or on April 30, 1996? (For purposes of answering this question, please refer to the definition of "Private Investment Company" on Schedule I attached hereto.)

Yes _____ No _____

- (c) If the answer to question (b) above is "Yes," has the Investor received the consent required under Section 2(a)(51)(C) of the Investment Company Act from all of its pre-April 30, 1996 investors to be treated as a Qualified Purchaser?

Yes _____ No _____

4. **Investment Company Act: Investors Other than Qualified Purchasers.** Each Investor that (i) is not a Qualified Purchaser (please refer to the definition of "Qualified Purchaser" on Schedule II attached hereto) and (ii) answered "Yes," to any of questions 2(a), (b), or (c)(i)-(iv) above, should respond to the questions set forth below, which are relevant to whether the Investor may be admitted to the Partnership, consistent with reliance by the Partnership on the exception from the definition of "Investment Company" contained in Section 3(c)(1) of the Investment Company Act. **If the Investor is a Qualified Purchaser or answered "No," to each of questions 2(a), (b), and (c)(i)-(iv) above, please skip these questions and proceed to question 5 below.**

- (a) What is the total number of persons who beneficially own the outstanding securities (other than short-term paper) of (i) the Investor and (ii) any company that directly or indirectly owns securities of the Investor, if the beneficial owners of the securities of the Investor or such company are required to be counted for purposes of Section 3(c)(1) of the Investment Company Act pursuant to the "look through" provisions of Section 3(c)(1)(A)?

Number of Beneficial Owners: _____

- (b) If the Investor is a revocable trust, how many settlors have the power to revoke the trust?

Number of Beneficial Owners: _____

- (c) If the Investor is an irrevocable trust, are there any beneficiaries who are not both involuntary and noncontributory beneficiaries?

Yes _____ No _____

- (d) In the case of each such beneficial owner of the Investor that is an entity, is such entity an Investment Company or a Private Investment Company that owns more than 10% of the outstanding voting securities of the Investor?

Yes _____ No _____

- (e) In the case of each such beneficial owner of the Investor that is an entity, was such entity formed or reformed, or is it being operated for, the specific purpose of investing in the Investor?

Yes _____ No _____

(f) In the case of each such beneficial owner of the Investor that is an entity, does the investment by such entity in the Investor represent more than 40% of the assets of such entity, or, if such entity is a partnership or limited liability company, more than 40% of its aggregate assets and committed capital?

Yes _____ No _____

(g) In the case of each beneficial owner of the Investor that is an entity with multiple owners, does the entity permit any of its owners to opt in or opt out of investments made by the entity or to designate that any investments be made for such owners' account and not that of the entity itself?

Yes _____ No _____

(h) In the case of each beneficial owner of the Investor that is an entity with multiple owners and the entity has made investments prior to the date hereof or intends to make investments in the near future, has each beneficial owner shared, or will each such beneficial owner share, in the same proportion in each such investment (*i.e.*, no beneficial owner of the entity may vary his, her or its interests in different investments made by or on behalf of the Investor)?

Yes _____ No _____

(i) In the case of each beneficial owner of the Investor that is an entity with multiple owners, do the governing documents of the entity require that (i) each beneficial owner of the entity participate through his, her or its interest in the Investor in all of the Investor's investments and (ii) the profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of the Investor (*i.e.*, no such beneficial owner may vary his, her or its share of the profits and losses or the amount of his, her or its contribution for any investment made by the Investor)?

Yes _____ No _____

(Note: If the answers to any of questions (c) through (i) above is "Yes," the Investor may be required to provide additional information to the General Partner.)

5. Investment Adviser Regulation; Investors Other than Qualified Purchasers. Each Investor that is not a Qualified Purchaser (please refer to the definition of "Qualified Purchaser" on Schedule II attached hereto) should respond to the questions set forth below, which are relevant to the ability of the General Partner and its affiliates to provide investment advisory services in connection with the business of the Partnership and to receive compensation therefor consistent with the requirements of the U.S. Investment Advisers Act of 1940, as amended (the "*Investment Advisers Act*"), and similar provisions of state securities laws. **If the Investor is a Qualified Purchaser, please skip this question and proceed to question 6 below.**

(a) Does the Investor have at least \$1,000,000 in total investments under management with the General Partner and its affiliates?

Yes _____ No _____

(b) Does the Investor have a net worth of more than \$2,000,000?

Yes _____ No _____

(c) If the answer to question (b) above is "No," and the Investor is a revocable trust, does the grantor of the trust have a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$2,000,000?

Yes _____ No _____

(d) If the Investor is (1) an Investment Company registered under the Investment Company Act (please refer to the definition of "Investment Company" on Schedule I attached hereto), (2) an Investment Company which itself is not required to register under the Investment Company Act pursuant to Section 3(c)(1) thereof or (3) a "business development company" as defined in Section 2(a)(48) of the Investment Company Act, does each of its beneficial owners have (A) at least \$1,000,000 in total investments under management with the General Partner and its affiliates or (B) a net worth (together, in the case of a natural person, with assets held jointly with a spouse) of more than \$2,000,000?

Yes _____ No _____

6. Securities Act; Institutional Accredited Investors. Each Investor should respond to the questions set forth below, as applicable. These questions are relevant to whether an offer and sale of an Interest to the Investor would be exempt from the registration requirements of the Securities Act and similar provisions of other applicable U.S. federal, U.S. state or non-U.S. securities laws.

(a) Is the Investor a "U.S. Person" as that term is defined in Rule 902 promulgated under the Securities Act?

Yes X No _____

(b) Is the Investor an institutional "Accredited Investor" as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act? (For purposes of answering this question, please refer to the definition of "Institutional Accredited Investor" on Schedule I attached hereto.) If the answer to this question is "Yes" please indicate in the space below each applicable paragraph number of the definition of "Institutional Accredited Investor" on Schedule I pursuant to which the Investor qualifies as an Institutional Accredited Investor.

Yes X No _____ Paragraph No. f

(c) If the answer to question (b) above is "No," is each owner of any equity interest in the Investor an Institutional Accredited Investor?

Yes _____ No _____

(d) If the answer to question (c) above is "Yes," please indicate in the spaces below the name and address of each owner of an equity interest in the Investor, its percentage equity ownership in the Investor and each applicable paragraph number of the definition of "Institutional Accredited Investor" on Schedule I pursuant to which such equity owner qualifies as an Institutional Accredited Investor. (If the number of equity owners exceeds the number of spaces provided below, please provide the requested information on a separate sheet.)

Name of Equity Owner	Address	Percentage of Equity Ownership	Paragraph No.
_____	_____ _____ _____	_____	_____
_____	_____ _____ _____	_____	_____
_____	_____ _____ _____	_____	_____
_____	_____ _____ _____	_____	_____
_____	_____ _____ _____	_____	_____

7. Tax Matters. Each Investor should respond to the questions set forth below, which are relevant to certain tax matters affecting the Partnership.

(a) If the Investor is a partnership, limited liability company, grantor trust, or subchapter S corporation, is such entity being used for the principal purpose of causing the Partnership to have 100 or fewer partners?

Yes _____ No _____

(b) Is the Investor a disregarded entity within the meaning of U.S. Treasury Regulation Section 301.7701-3(b)?

Yes _____ No X

(c) If the answer to question (b) above is "Yes," please state the name and employee identification number of the person that is deemed to own the assets of such entity for U.S. federal tax purposes.

Name: _____ EIN: _____

(d) Is the Investor (i) a trust any portion of which is treated (under subpart E of part I of subchapter J of chapter 1 of subtitle A of the Code) as owned by a natural person (e.g., a grantor trust) or (ii) an entity disregarded for federal income tax purposes and owned (or treated as owned) by a natural person or a trust as described in clause (i) above (e.g., a limited liability company with a single member)?

Yes _____ No X

8. Employee Benefit Plan Matters. If the Investor is acting as a trustee or otherwise on behalf of any employee benefit plan within the meaning of Section 3(3) of ERISA (an "Employee Benefit Plan") or any plan within the meaning of Section 4975(e) of the Code (a "Plan"), or would be purchasing its Interest with assets that are or are deemed to be assets of one or more Employee Benefit Plans or Plans, please provide the following information.

(a) Please indicate whether the Investor will use (directly or indirectly) the assets of any of the following types of entities to meet its obligations to make capital contributions to the Partnership:

(i) Employee Benefit Plan subject to Part 4 of Title I of ERISA.

Yes _____ No X

(ii) Plan subject to Section 4975 of the Code.

Yes _____ No X

(iii) Other entity whose assets are deemed to be comprised of one or more Employee Benefit Plans subject to Part 4 of Title I of ERISA and/or Plans subject to Section 4975 of the Code pursuant to DOL Reg. §2510.3-101, as modified by Section 3(42) of ERISA.

Yes _____ No X

(iv) Employee Benefit Plan and/or Plan established or maintained by a church or convention or association of churches exempt from tax under Section

501 of the Code that qualifies as a church plan within the meaning of Section 3(33) of ERISA and/or Section 414(e) of the Code, as applicable, and with respect to which the election provided by Section 410(d) of the Code has not been made.

Yes _____ No X

- (v) Employee Benefit Plan and/or Plan established or maintained by the United States or by a U.S. sovereign entity, governmental unit or agency or any similar governmental organization that qualifies as a governmental plan within the meaning of Section 3(32) of ERISA and/or Section 414(d) of the Code, as applicable.

Yes X No _____

- (vi) Employee Benefit Plan maintained outside of the United States primarily for the benefit of persons substantially all of whom are nonresident aliens.

Yes _____ No X

- (b) Section 5.5(b) of the Partnership Agreement provides that certain certifications will be delivered to the Partnership. An "ERISA Partner" within the meaning of the Partnership Agreement is entitled to receive copies of these certifications if it so requests. If the Investor is admitted as such an ERISA Partner, does the Investor hereby request to receive copies of any such certifications delivered to the Partnership pursuant to Section 5.5(b) of the Partnership Agreement?

Yes X No _____

9. Insurance Matters. Each Investor that is an insurance company should respond to the questions set forth below.

- (a) Will the Investor use assets of its general account (or the assets of a wholly-owned subsidiary of its general account) to invest in the Partnership?

Yes _____ No _____

- (b) If the answer to question (a) above is "Yes," do the underlying assets of the Investor's general account constitute plan assets pursuant to Section 401(b)(2) of ERISA or otherwise?

Yes _____ No _____

- (c) If the answer to question (b) above is "Yes," please indicate in the space provided below what percentage of the general account assets constitutes plan assets.

_____ %

(d) Will the Investor invest in the Partnership with assets of a pooled separate account that contains plan assets pursuant to DOL Reg. §2510.3-101(h)(2) or otherwise?

Yes _____ No _____

10. Bank Holding Company Act. Each Investor should respond to the question set forth below, which is relevant to certain matters relating to the Bank Holding Company Act of 1956, as amended (the "*BHC Act*").

Is the Investor an entity that is subject to the BHC Act or is directly or indirectly "controlled" (as that term is defined in the BHC Act) by a company that is subject to the BHC Act?

Yes _____ No _____

11. Anti-Money Laundering Matters. In order for the Partnership to comply with applicable anti-money laundering laws, each Investor should provide the following information:

(a) Bank Account Information:

(i) Do the capital contributions that the Investor plans to make to the Partnership come from bank accounts outside of the United States?

Yes _____ No X

(ii) If the answer to question (a)(i) above is "Yes," in what country or countries are these bank accounts maintained?

(b) What is the state or other jurisdiction in which the Investor was incorporated or formed?

Pennsylvania

(c) What is the date of incorporation or formation of the Investor?

6/27/1923

(d) What is the type of business of the Investor?

Governmental Pension Plan

(e) Where is the principal office location of the Investor?

Harrisburg, Pennsylvania

- (f) Will any other person or persons (other than the Investor) have a beneficial interest in the Interest to be acquired hereunder (other than as a shareholder, partner, policy owner or other beneficial owner of the Investor)?

Yes _____ No X

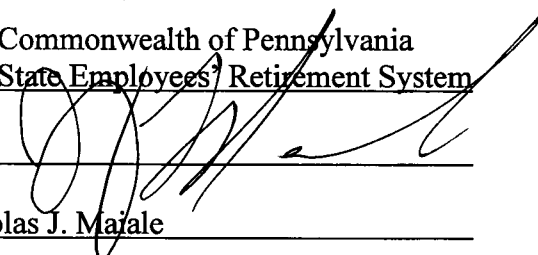
(Note: If the answer to question (f) above is "Yes," each such person must complete and submit to the General Partner answers to questions (b) through (e) on a copy of this page, as they would apply to such person, along with an original executed copy of the signature page. If necessary, please request additional copies of this Subscription Documents Booklet from the General Partner.)

This information is being submitted to the General Partner with the knowledge that the General Partner and its counsel are relying on the accuracy and completeness thereof and that it will be used for the purposes described herein.

Date: December 12, 2013

Please place your signature in the space provided in the box below. Please include (i) the full name of the Investor, (ii) signature of the Investor (or individual(s) signing on behalf of the Investor) and (iii) the name (and title, if applicable) of the individual signing on behalf of the Investor.

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

Signature: 

Name: Nicholas J. Majale

Title: Chairman

(if additional signature required)

Signature: _____

Name: _____

Title: _____

SCHEDULE I

The following terms have the meanings set forth below:

“*Beneficial Owner*” means (i) shareholders of a corporation; (ii) partners of a partnership; (iii) members of a limited liability company; (iv) investors in a fund-of-funds; (v) the grantor of a revocable or grantor trust; (vi) the beneficiaries of an irrevocable trust; (vii) the individual who established an individual retirement account described in Section 408(a) of the Code or individual retirement annuity described in Section 408(b) of the Code; (viii) the participant in a self-directed pension plan; (ix) the sponsor of any other pension plan; and (x) any person being represented by the Investor in an agent, representative, intermediary, nominee or similar capacity.

“*Institutional Accredited Investor*” means any entity that comes within any of the following categories:

- (a) any bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;
- (b) any broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934;
- (c) any insurance company as defined in Section 2(13) of the Securities Act;
- (d) any Investment Company registered under the Investment Company Act or a “business development company” as defined in Section 2(a)(48) of the Investment Company Act;
- (e) any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (f) any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000;
- (g) any employee benefit plan within the meaning of ERISA, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are Accredited Investors as defined in Rule 501(a) of Regulation D promulgated under the Securities Act;
- (h) any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;

- (i) any organization described in Section 501(c)(3) of the Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000; or
- (j) any trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose acquisition is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.

“Investment Company” means any issuer that comes within any of the following categories:

- (a) An issuer that is or holds itself out as being engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting, or trading in securities;
- (b) An issuer that is engaged or proposes to engage in the business of issuing face-amount certificates of the installment type, or has been engaged in such business and has any such certificate outstanding; or
- (c) An issuer that is engaged or proposes to engage in the business of investing, reinvesting, owning, holding, or trading in securities, and owns or proposes to acquire investment securities having a value exceeding 40 per centum of the value of such issuer’s total assets (exclusive of (i) cash items or (ii) any security issued or guaranteed as to principal or interest by the United States, or by a person controlled or supervised by and acting as an instrumentality of the Government of the United States pursuant to authority granted by the Congress of the United States; or any certificate of deposit for any of the foregoing) on an unconsolidated basis.

“Private Investment Company” means an Investment Company or a non-U.S. Investment Company which is not required to register under the Investment Company Act pursuant to (i) Section 3(c)(1) thereof, which excludes from the definition of “Investment Company” any issuer whose outstanding securities (other than short term paper) are beneficially owned (directly or indirectly) by not more than 100 persons and that is not making and does not propose to make a public offering of such securities, or (ii) Section 3(c)(7) thereof, which excludes from the definition of “Investment Company” any issuer whose outstanding securities are owned exclusively by persons who are Qualified Purchasers and that is not making and does not propose to make a public offering of such securities.

“U.S. Holder” means:

- (a) a partnership, corporation, limited liability company or other entity (other than an estate or trust) either organized or incorporated under the laws of the United States or any political subdivision thereof;
- (b) an estate, the income of which is included in gross income for United States federal income tax purposes regardless of its source; or

- (c) a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust.

SCHEDULE II

This Schedule must be completed by each Investor that responded "Yes" to question 3(a) in this Questionnaire. A "*Qualified Purchaser*" is defined by the Investment Company Act to mean a person or entity who meets the requirements specified in one or more of the paragraphs below. Please check each paragraph below that is applicable to the Investor in order to indicate the basis or bases upon which the Investor is classified as a "Qualified Purchaser" within the meaning of the Investment Company Act. (In providing the information required by this Schedule, you should refer to the definition of certain terms set forth at the end of this Schedule.)

The Investor represents that it meets the requirements of each paragraph checked below:

- (a) _____ A natural person who owns not less than US\$5,000,000 in Investments (as defined below in this Schedule).
- (b) _____ Any person, acting for its own account or the accounts of other qualified purchasers, that (i) was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership and (ii) in the aggregate owns and invests on a discretionary basis not less than US\$25,000,000 in Investments.
- (c) _____ A Company (as defined below in this Schedule) that (i) was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership, (ii) owns not less than US\$5,000,000 in Investments and (iii) is owned, directly or indirectly, only 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 (a Company that meets the requirements of this clause (iii) being hereinafter referred to as a "*Family Company*").
- (d) _____ A trust (i) that was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership and (ii) as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust or who has the authority to revoke the trust (in the case of a revocable trust), is a Qualified Purchaser as described in paragraphs (a), (b) or (c) above.

If the Investor is a Qualified Purchaser for the reason described in this paragraph (d), a separate Questionnaire must be submitted for each trustee, or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust.

- (e) _____ A Company in which each beneficial owner of such Company's securities is a Qualified Purchaser.

If the Investor is a Qualified Purchaser for the reason described in this paragraph (e), a separate Questionnaire must be submitted for each beneficial owner of the Investor's securities.

- (f) X A "qualified institutional buyer" as defined in paragraph (a) of Rule 144A under the Securities Act, acting for its own account, the account of another "qualified institutional buyer" or the account of a Qualified Purchaser, provided that, (i) a dealer described in paragraph (a)(1)(ii) of Rule 144A owns and invests on a discretionary basis at least US\$25,000,000 in securities of issuers that are not affiliated persons of the dealer and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan.

As used in this Schedule, the following terms have the meanings set forth below:

"Company" means: a corporation, a partnership, an association, a joint-stock company, a trust, a fund, or any organized group of persons whether incorporated or not; or any receiver, trustee in a case under title 11 of the United States Code or similar official or any liquidating agent for any of the foregoing, in his capacity as such.

"Investment" means:

- (1) Securities (as defined by Section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with, the Investor unless the issuer of such securities is (a) an Investment Company (as such term is defined in Schedule I), a Company that would be an Investment Company but for the exclusions provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Rule 3a-6 or 3a-7 thereunder, or a commodity pool, (b) a Company that files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 or has a class of securities that are listed on a "designated offshore securities market" as such term is defined by Regulation S under the Securities Act, or (c) a Company with shareholders' equity of not less than US\$50,000,000 (determined in accordance with generally accepted accounting principles) as reflected on the Company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Investor would acquire an

Interest;

- (2) Real estate held for investment purposes. Real estate shall not be considered to be held for investment purposes by the Investor or a Related Person (as defined below) if it is used by the Investor or a Related Person (a) for personal purposes or as a place of business, or (b) in connection with the conduct of the trade or business of the Investor or a Related Person, provided that real estate owned by the Investor if the Investor 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 will not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code. A "*Related Person*" means a person who is related to the Investor as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Investor or is a spouse of such descendant or ancestor; provided that, in the case of a Family Company, a Related Person includes any owner of the Family Company and any person who is a Related Person of such owner;
- (3) Commodity Interests held for investment purposes. "*Commodity Interests*" means commodity futures contracts, options on commodity futures contracts, and options on physical commodities which are traded on or subject to the rules of any contract market designated for trading such transactions under the Commodity Exchange Act of 1935, as amended (the "*Commodity Exchange Act*") and the rules thereunder or any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act. A Commodity Interest owned by the Investor if the Investor is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests in connection with such business may be deemed to be held for investment purposes;
- (4) Physical Commodities held for investment purposes. "*Physical Commodity*" means any physical commodity with respect to which a Commodity Interest is traded on or subject to the rules of any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder or any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act. A Physical Commodity owned by the Investor if the Investor is engaged primarily in the business of investing, reinvesting, or trading in Physical Commodities in connection with such business may be deemed to be held for investment purposes;
- (5) To the extent not securities, financial contracts (as such term is defined in Section 3(c)(2)(B)(ii) of the Investment Company Act) entered into for investment purposes. A financial contract entered into by the Investor if the Investor is engaged primarily in the business of investing, reinvesting, or trading in financial contracts in connection with such business may be deemed

to be held for investment purposes;

- (6) If the Investor is a Private Investment Company (as such term is defined in Schedule I), or a commodity pool, any amounts payable to the Investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Investor upon the demand of the Investor; and
- (7) Cash and cash equivalents (including foreign currencies) held for investment purposes, including (a) bank deposits, certificates of deposit, bankers' acceptances and similar bank instruments held for investment purposes and (b) the net cash surrender value of an insurance policy.

SUBSCRIPTION AGREEMENT

Scout Fund II-A, LP
c/o Scout Fund II GP, LLC
3600 North Capital of Texas Highway
Building B, Suite 200
Austin, Texas 78746
Attention: James A. Taylor

Ladies and Gentlemen:

The undersigned investor (the "*Investor*") has received and read the Private Placement Memorandum dated May 2013, as amended and supplemented by the Supplement thereto dated November 2013 (the "*Memorandum*"), pursuant to which Scout Fund II-A, LP, a Delaware limited partnership (the "*Partnership*"), is offering limited partner interests in the Partnership ("*Interests*") to certain qualified investors. Upon (i) the execution of this subscription agreement (this "*Subscription Agreement*") by the Investor and the delivery thereof to Scout Fund II GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the "*General Partner*"), and (ii) the execution and delivery of the letter agreement, dated the same date as this Subscription Agreement, by the Investor and the General Partner (the "*Letter Agreement*"), this Subscription Agreement shall become a binding obligation of the Investor. Capitalized terms used herein without definition have the respective meanings set forth in the Second Amended and Restated Agreement of Limited Partnership of Scout Fund II-A, LP, as the same may be amended from time to time (the "*Partnership Agreement*"), except as otherwise specified herein.

1. Subscription. The Investor hereby subscribes for and agrees to acquire an Interest in the Partnership with an aggregate Capital Commitment in the amount equal to the amount set forth above the General Partner's acceptance (on behalf of the Partnership) of the Investor's subscription on the signature page hereof (the "*Subscription Amount*"), which amount shall not exceed the amount of the Investor's requested Capital Commitment set forth above the Investor's signature on the signature page hereof.

2. Acceptance of Subscription. The Investor understands and agrees that the General Partner reserves the right to accept or reject this Subscription Agreement in whole or in part in its sole discretion and that the same shall be deemed to be accepted only when a counterpart hereof is signed on behalf of the Partnership by the General Partner and is delivered to the Investor at the closing of the acquisition of the Interest by such Investor. An Investor shall become a limited partner of the Partnership (a "*Limited Partner*") only upon the acceptance by the General Partner on behalf of the Partnership of such Investor's Subscription Agreement and upon satisfaction of any other applicable condition specified in the Partnership Agreement.

3. Commitment Period; Closings. The Partnership may offer Interests and may accept subscriptions at any time until March 31, 2014. One or more closings (each, an "*Additional Closing*") may take place on such date or dates on or prior to March 31, 2014 as are

determined by the General Partner in order to admit additional Limited Partners to the Partnership. Limited Partners will be notified in writing after each such closing occurs.

4. Representations and Warranties. The Investor hereby represents and warrants to, and covenants with, the Partnership and the General Partner as follows:

(a) The Investor acknowledges and understands that the Interests have not been and will not be registered with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”), and have not been and will not be registered or qualified under any other applicable U.S. federal, U.S. state or non-U.S. securities laws. No U.S. federal, U.S. state or non-U.S. agency has passed upon the Interests or the Memorandum or made any finding or determination as to the fairness of an investment in the Interests.

(b) The Investor understands that the offering and issuance of the Interests is intended to be exempt from registration under the Securities Act and other applicable U.S. and non-U.S. securities laws. The Investor understands that the availability of the exemptions from registration under the Securities Act and other applicable U.S. federal, U.S. state and non-U.S. securities laws relied upon by the Partnership and the General Partner is based in part on the representations and warranties made by the Investor in this Subscription Agreement and the information supplied by the Investor in the accompanying Investor Questionnaire (the “Questionnaire” and, together with this Subscription Agreement, the “Subscription Documents”).

(c) The Investor is either (i) an institutional “Accredited Investor” of the type identified in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act or an entity described in Rule 501(a)(8) of Regulation D, all of the equity owners of which are institutional “Accredited Investors” within the meaning of one of the foregoing provisions, or (ii) not a “U.S. Person” as that term is defined in Rule 902 promulgated under the Securities Act (“Rule 902”). If the Investor is not a “U.S. Person” under Rule 902, the Investor further represents and warrants that (1) the Investor is not subscribing for an Interest for the account or benefit of any person who is a “U.S. Person” under Rule 902, (2) the offer and issuance of an Interest to the Investor constitute an “Offshore Transaction,” as that term is defined in Rule 902, and (3) the Investor will not resell the Interest, in whole or in part, other than in accordance with this Subscription Agreement, the Partnership Agreement, the provisions of Regulation S promulgated under the Securities Act (Rules 901 through 905) and “Preliminary Notes” (as that term is defined in Regulation S), pursuant to registration under the Securities Act or pursuant to any other available exemption from registration under the Securities Act.

(d) The Investor has such knowledge and experience in business, financial and investment matters that it is capable of evaluating the merits and risks of an investment in an Interest. To the extent necessary, such Investor has retained, at the Investor’s own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of investing in an Interest and the Partnership. The Investor has determined that an Interest is a suitable investment for such Investor, the Investor can afford to bear the economic risk of holding an Interest for an indefinite period of time, and the Investor could bear a complete loss of its investment.

(e) The Investor is acquiring an Interest solely for the Investor's own account, for investment purposes, and not with a view to, or for resale in connection with, any subdivision, fractionalization, resale or distribution of the Interest it acquires. The Investor is not participating, directly or indirectly, in an underwriting of Interests, and will not take, or cause to be taken, any action that would cause the Investor to be deemed an "underwriter" of Interests as defined in Section 2(a)(11) of the Securities Act. The Investor does not anticipate a need, either now or in the foreseeable future, to sell the Interest it acquires.

(f) The Investor has not offered or sold, nor has it entered into any contract, undertaking, agreement or arrangement with any person or entity to sell, transfer or pledge to such person or entity, all or any portion of the Interest it acquires and has no current intention of dividing any Interests with others or of reselling or otherwise disposing of all or any portion of any Interest either currently or after the passage of a fixed or determinable period of time.

(g) The Investor understands that (i) there is no established market for the Interests and no public market for the Interests will develop, (ii) there are substantial restrictions on the transferability of the Interests, and (iii) the Interests may not be sold, exchanged, assigned, or transferred unless all of the applicable conditions set forth in Article IX of the Partnership Agreement are satisfied or waived.

(h) The Investor is aware and acknowledges that (i) the Partnership has no financial or operating history, (ii) an investment in an Interest involves a substantial degree of risk of loss of the entire investment (including those risks summarized under "*Section VIII – Risk Factors and Conflicts of Interests*" in the Memorandum) and there is no assurance of any profit from such investment, (iii) any federal, state or foreign income tax benefits which may be available to it may be lost through the adoption of new laws or regulations or changes to existing laws and regulations or changes in the interpretation of existing laws and regulations, (iv) in making its investment, it is relying, if at all, solely upon the advice of its tax adviser with respect to the tax aspects of an investment in the Partnership and (v) it may not be possible for it to liquidate its investment readily in case of need.

(i) The Investor has carefully read and understands the Memorandum, the Partnership Agreement, this Subscription Agreement, the Questionnaire and the Letter Agreement. The Investor acknowledges that the General Partner and its affiliates have afforded it the opportunity to make inquiries and obtain any additional information necessary or desired to clarify or verify the accuracy of any information set forth in the Memorandum, the Partnership Agreement and the Subscription Documents and have answered all such inquiries, if any, to its satisfaction.

(j) The Investor understands and acknowledges that no written or oral statements or material other than the Memorandum, the Partnership Agreement, the Subscription Documents and the Letter Agreement made or provided to it by the General Partner or any of its members, officers, employees, agents or affiliates in connection with the solicitation of offers to subscribe for Interests purports to be complete, and all such statements and material are superseded and qualified in their entirety by the Memorandum, the Partnership Agreement, the Subscription Documents and the Letter Agreement.

(k) The Investor acknowledges that any estimates, projections and other forward-looking statements contained in the Memorandum were provided to assist the Investor in the evaluation of the Interests, but have not been considered by the Investor as facts, and the Investor is not relying upon such estimates, projections or forward-looking statements as accurate representations of future performance or results of operations or other future events. The Investor acknowledges that any such estimates, projections or forward-looking statements are based on estimates and assumptions with respect to future facts, events or conditions and are subject to significant economic and other uncertainties beyond the control of the General Partner or the Partnership or any of their respective partners, officers, employees, agents or affiliates, and there can be no assurance that such estimates or assumptions will prove to be correct or that actual results will not be materially different from the results contemplated by any forward-looking statements. The Investor understands and acknowledges that any projections in the Memorandum were not prepared with a view to public disclosure or compliance with published guidelines of the SEC or the guidelines established by the American Institute of Certified Public Accountants regarding projections.

(l) In making the decision to acquire the Interest herein subscribed for, the Investor has relied solely upon (i) the information contained in the Memorandum, the Partnership Agreement, the Subscription Documents and the Letter Agreement and the answers to its inquiries referred to in Section 4(i) of this Subscription Agreement and (ii) its own independent investigations of the business to be undertaken by the Partnership or investigations conducted by its own independent advisers in evaluating its participation in the Partnership, and not on any advice or recommendation of the General Partner or its affiliates nor any representations, warranties or agreements of the General Partner other than those set forth in the Memorandum, the Subscription Documents and the Letter Agreement.

(m) The Investor's decision to invest in the Partnership was made by it as a person or entity that (i) is independent of the General Partner and its affiliates and (ii) is authorized to make a decision to invest in an Interest in the Partnership.

(n) The Investor understands and acknowledges that the General Partner and its affiliates have made no independent investigation of the information in the Memorandum that is identified therein as being derived from publications prepared by third parties or any sources other than the General Partner and its affiliates.

(o) All information provided by the Investor to the General Partner or the Partnership, or their representatives or agents, in this Subscription Agreement or the Questionnaire is true, correct and complete as of the date that this Subscription Agreement is signed. The Investor shall not take action, nor permit action to be taken, that would cause the information provided by such Investor to no longer be true. If there should be any material change in such information prior to or after acceptance of this Subscription Agreement by the General Partner on behalf of the Partnership, the Investor shall promptly notify the General Partner of such change.

(p) The Investor is an entity, organization or association of the type set forth in the Questionnaire and is duly organized, formed or incorporated, as the case may be, and validly existing under the laws of the Investor's jurisdiction of organization, formation or

incorporation, and the Investor has full right, power and authority to execute and deliver this Subscription Agreement, the Questionnaire, the Letter Agreement and the Partnership Agreement, to become a Limited Partner of the Partnership, to acquire and hold an Interest, to make the Capital Commitment in an amount equal to the Subscription Amount, to make all Capital Contributions (as defined in the Partnership Agreement) that may be required under the Partnership Agreement and to perform its other obligations hereunder and under the Partnership Agreement. The acquisition by the Investor of an Interest and the Investor's execution, delivery and performance of this Subscription Agreement, the Letter Agreement and the Partnership Agreement (as effected by the General Partner pursuant to the grant of the power of attorney set forth in Section 6 of this Subscription Agreement) have been authorized by all requisite corporate, partnership, limited liability company, trust or other action on the Investor's behalf, and the person signing this Subscription Agreement, the Partnership Agreement and the Letter Agreement on behalf of the Investor has been duly authorized by the Investor to do so. If the Subscription Agreement, the Letter Agreement, the Partnership Agreement, the Questionnaire or any other document provided by the Investor is executed by an attorney-in-fact, such attorney-in-fact has all right and authority in the capacity as attorney-in-fact to execute and deliver each such document.

(q) Each of the Letter Agreement and this Subscription Agreement is, and upon acceptance of this Subscription Agreement by the General Partner the Partnership Agreement will be, a legal, valid and binding obligation of the Investor enforceable against the Investor in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization and similar laws of general application relating to or affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(r) Neither the Investor's execution and delivery of the Letter Agreement, this Subscription Agreement or the Partnership Agreement (as effected by the General Partner pursuant to the grant of the power of attorney set forth in Section 6 of this Subscription Agreement) nor the consummation of the transactions contemplated hereby and thereby conflicts with or results in a breach of any of the terms, conditions or provisions of any agreement or instrument to which the Investor is a party or by which the assets of the Investor are bound (including the organizational documents of the Investor), or constitutes a default under any of the foregoing or violates any applicable law or regulation.

(s) The Investor has obtained all authorizations, consents, approvals and clearances of all courts, governmental agencies and authorities, and any other person, if any, required to permit the Investor to enter into this Subscription Agreement, the Letter Agreement and the Partnership Agreement and to consummate the transactions contemplated hereby and thereby.

(t) The performance of this Subscription Agreement, the Letter Agreement and the Partnership Agreement as provided herein and therein will not violate any order, writ, injunction, decree or demand of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality to which the Investor is subject.

(u) The Investor understands that, in reliance in part on the responses made by the Investor to questions 2, 3 and 4 of the Questionnaire, the Partnership will not register as an "investment company" under the Investment Company Act of 1940, as amended (the "*Investment Company Act*"), by virtue of either (i) Section 3(c)(1) thereof, which excludes from the definition of "investment company" any issuer whose outstanding securities (other than short-term paper) are beneficially owned (directly and indirectly) by not more than 100 persons and that is not making and does not propose to make a public offering of such securities, or (ii) Section 3(c)(7) of the Investment Company Act, which excludes from the definition of "investment company" any issuer whose outstanding securities are owned exclusively by persons who are "qualified purchasers" within the meaning of the Investment Company Act and that is not making and does not propose to make a public offering of such securities.

(v) The Investor is not acting as a trustee or otherwise on behalf of any employee benefit plan or plans ("*Plans*") subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"), or Section 4975 of the Internal Revenue Code of 1986, as amended (the "*Code*"), and will not be funding its Interest with assets that are or are deemed to be assets of one or more Plans subject to Title I of ERISA or Section 4975 of the Code.

(w) None of: (i) the Investor; (ii) any person controlling or controlled by the Investor; (iii) if the Investor is a privately held entity, any person having a beneficial interest in the Investor; (iv) any person having a beneficial interest in the Investor that exceeds 40% of all outstanding beneficial interests of the Investor; (v) if the Investor will not be the beneficial owner of all of the Interest, any person that will have a beneficial interest in the Interest; or (vi) any person for whom the Investor is acting (as agent or nominee or otherwise) in connection with the investment in the Interest is:

(A) a person or entity listed in the Annex to Executive Order 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), which is posted on the website of the U.S. Department of Treasury (<http://www.treas.gov>);

(B) a country, territory, individual or entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control, which is posted on the website of the U.S. Department of Treasury (<http://www.treas.gov>) or is a person or entity whose assets are blocked or restricted under the programs administered by the United States Treasury Department's Office of Foreign Assets Control;

(C) a person or entity resident in, or whose subscription funds are transferred from or through an account in, a foreign county or territory (a "*Non-Cooperative Jurisdiction*") that has been designated as non-cooperative with anti-money laundering principles or procedures by an intergovernmental group of which the United States is a member, and with which designation the U.S. representative concurs. Such intergovernmental groups include the Financial Action Task force on Money Laundering ("*FATF*"). The current list of FATF's

Non-Cooperative Jurisdictions is posted on the FATF website (<http://www.fatf-gafi.org>);

(D) a person or entity resident in, or in the case of an entity organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the U.S. Treasury under Sections 311 or 312 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, and the regulations promulgated thereunder (the “USA Patriot Act”), as a “primary money laundering concern” or as warranting special measure due to money laundering concerns. For an updated list of such jurisdictions, see the website of the U.S. Department of Treasury (<http://www.treas.gov>);

(E) a “foreign shell bank,” which is a foreign bank that does not have a physical presence in any country, but does not include any bank that (i) is an affiliate of a depository institution, credit union, or foreign bank that maintains a physical presence in the United States or a foreign country, and (ii) is subject to supervision by a banking authority in the country regulating the affiliated depository institution, credit union, or foreign bank described in (i) above; or

(F) a senior foreign political figure, which means a current or former senior official in the executive, legislative, administrative, military, or judicial branches of a foreign government (whether or not elected), a senior official of a major foreign political party, or a senior executive of a foreign government-owned commercial enterprise. This restriction on senior foreign political figures also applies to any immediate family member of such figure (a spouse, parent, sibling, child, or a spouse’s parent or sibling) or close associate of such figure (a person who is publicly known to maintain, or who actually maintains, a close personal or professional relationship with such individual).

(x) The Investor acknowledges that (i) it has carried out thorough due diligence to establish the identities of its beneficial owners and based on such due diligence, (ii) the Investor reasonably believes that no such beneficial owners are prohibited persons as defined above in paragraphs (A) through (F) of Section 4(w) above, (iii) the Investor holds the evidence of such identities and status and will maintain all such evidence for at least five years from the date of the Investor’s acquisition of an Interest in the Partnership and (iv) the Investor will make available to the General Partner such information and any additional information requested by the General Partner.

(y) The Investor acknowledges that the Partnership and the General Partner and its Affiliates seek to comply with all applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Investor hereby represents, warrants and agrees that, to the best of the Investor’s knowledge based upon appropriate diligence and investigation:

(i) None of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or will be routed through a “foreign shell bank” or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction;

(ii) None of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is deemed criminal under U.S. law; and

(iii) No contribution or payment by the Investor to the Partnership, to the extent that they are within the Investor’s control, and no distribution to the Investor made pursuant to the Investor’s instructions to the Partnership or the General Partner shall cause the Partnership or the General Partner or any of its Affiliates to be in violation of the U.S. Bank Secrecy Act, the U.S. Money Laundering Control Act of 1986 or the U.S. International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, any rules or regulations under such laws, and any similar laws rules or regulations of any other applicable jurisdiction (collectively, “*Anti-Money Laundering Laws*”).

(z) If the Investor is a non-U.S. banking institution (a “*Non-U.S. Bank*”) or if the Investor receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Non-U.S. Bank, the Investor represents and warrants to the General Partner that: (i) the Non-U.S. Bank has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities; (ii) the Non-U.S. Bank employs one or more individuals on a full-time basis; (iii) the Non-U.S. Bank maintains operating records related to its banking activities; (iv) the Non-U.S. Bank is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and (v) the Non-U.S. Bank does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.

(aa) The Investor shall promptly notify the General Partner if any of the representations or warranties in paragraphs (w) through (z) of this Section 4 cease to be true and accurate. The Investor understands and agrees that if at any time it is discovered that any of the representations or warranties in paragraphs (w) through (z) of this Section 4 are incorrect, or if otherwise required by the Anti-Money Laundering Laws or other applicable law related to terrorism, money laundering and similar activities, the General Partner may, in its sole discretion and notwithstanding anything to the contrary in the Partnership Agreement, undertake appropriate actions to ensure compliance with applicable law, including but not limited to freezing, segregating or redeeming the Investor’s Interest in the Partnership.

(bb) The Investor acknowledges that the Partnership or the General Partner may release confidential information about the Investor and, if applicable, any underlying beneficial ownership, to governmental authorities if the General Partner, in its sole discretion, determines that it is in the best interests of the Partnership in light of applicable law concerning terrorism, money laundering and similar activities.

(cc) The Investor agrees to provide to the General Partner any additional information requested by the General Partner from time to time that the General Partner deems

necessary or appropriate to ensure compliance with all applicable laws concerning terrorism, money laundering and similar activities.

(dd) The taxpayer identification number shown on the signature page of this Subscription Agreement is the correct taxpayer identification number of the Investor.

(ee) Either (i) the Investor is not an entity that is treated as a partnership, grantor trust or subchapter S corporation for U.S. federal income tax purposes, or (ii) the Investor is such an entity but (A) less than 65% of the Investor's value will be attributable to the Investor's Interest to be acquired by the Investor pursuant to this Subscription Agreement and (B) permitting the Partnership to satisfy the 100-partner limitation in Treasury Regulation Section 1.7704-1(h)(1)(ii) is not a principal purpose of the Investor's beneficial owners investing in the Partnership through the Investor, *provided* that if the Investor is unable to make either such representation, the Investor shall have so indicated to the General Partner in writing at least five business days prior to the date hereof and shall have provided the General Partner with evidence (including opinions of counsel), satisfactory in form and substance to the General Partner, relating to the status of the Partnership under Section 7704 of the Code.

5. Covenants and Agreements.

(a) The Investor recognizes that the Partnership and the General Partner are relying upon the representations and warranties and the statements made by the Investor in this Subscription Agreement and the Questionnaire in determining whether to accept the Investor's subscription for an Interest, and the Investor hereby agrees, to the fullest extent permitted by law, to indemnify the General Partner and the Partnership and their respective officers, directors and control persons (collectively, the "*Indemnified Parties*") and to hold them harmless from all costs and expenses (including attorneys' fees) they may incur by reason of, or in connection with, any misrepresentation made by the Investor, any breach of such representations or warranties or any failure by the Investor to fulfill any of the covenants or agreements of such Investor set forth herein. If for any reason the foregoing indemnification is unavailable to any Indemnified Party, or is insufficient to hold it harmless, then the Investor shall contribute to the amount paid or payable by such Indemnified Party as a result of such costs and expenses in such proportion as is appropriate to reflect not only the relative benefits received by the Investor on the one hand and the Indemnified Party on the other but also the relative fault of the Investor and the Indemnified Party, as well as any relevant equitable considerations. The indemnity and contribution obligations under this paragraph shall be in addition to any liability that the Investor may otherwise have, shall extend upon the same terms and conditions to the partners, employees, officers and controlling persons of the Indemnified Parties, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnified Parties and any such persons.

(b) The Investor agrees to furnish any additional information reasonably requested by the General Partner to assure compliance with applicable U.S. federal, U.S. state and non-U.S. securities laws in connection with the offering or issuance of the Interests.

(c) If the Investor is admitted to the Partnership as a Limited Partner, the Investor agrees to comply with all of the terms of the Partnership Agreement (as modified by the

Letter Agreement), including without limitation the obligation of the Investor to fund its Capital Commitment pursuant to the terms thereof.

(d) The Investor authorizes the General Partner to attach to the Partnership Agreement the signature page for the Partnership Agreement executed by the Investor.

(e) [Reserved.]

(f) The Investor agrees that it will (i) not distribute the Memorandum, the information contained in the Subscription Documents Booklet, or any other documents received by the Investor relating to the offering of the Interests to any person other than those persons retained to advise the Investor and (ii) not allow any person other than those persons retained to advise the Investor to review any such information.

(g) The Investor acknowledges and agrees that any information or data it has acquired from or about the Partnership or the offering, not otherwise properly in the public domain, was received in confidence. The Investor agrees not to divulge, communicate or disclose, except as may be required by law, or use to the detriment of the Partnership or the offering of the Interests or for the benefit of any other person or persons, or misuse in any way, any confidential information from or about the Partnership, the General Partner or any of the General Partner's affiliates or the offering, including without limitation information contained in the Memorandum and the Subscription Documents Booklet.

(h) The Investor agrees to furnish the Partnership or the General Partner with any information, representations and forms as shall reasonably be requested by the Partnership or the General Partner from time to time to assist them in complying with any applicable law or tax requirements or determining the extent of, and in fulfilling, their withholding obligations. The Investor agrees to furnish the General Partner with any representations and forms as shall reasonably be requested by the General Partner to assist it in obtaining any exemption, reduction or refund of any withholding or other taxes imposed by any taxing authority or other governmental agency upon the Partnership or amounts paid to the Partnership. If the Investor is a U.S. Holder (as defined Schedule I to the Questionnaire), the Investor agrees to complete, execute and deliver to the General Partner an Internal Revenue Service ("IRS") Form W-9 (and any other required documents or certifications requested by the General Partner). If the Investor is not a U.S. Holder, the Investor agrees to complete, execute and deliver to the General Partner IRS Form W-8BEN, W-8IMY, W-8EXP or W-8ECI, as appropriate, unless otherwise agreed by the General Partner. If a change in circumstances or law causes such Form(s) to become invalid or inaccurate, the Investor will promptly (i) notify the General Partner of such change and (ii) duly complete, execute and deliver to the General Partner such Forms as may be required in order for the Partnership and the General Partner to comply with their information reporting, withholding and backup withholding obligations.

(i) The Investor, upon demand, will disclose to the General Partner in writing such information with respect to direct and indirect ownership of an Interest as the General Partner reasonably deems necessary to comply with provisions of the Code applicable to the Partnership or with the requirements of any other appropriate authority.

(j) If the Investor has identified in the Questionnaire that it is not currently a benefit plan investor within the meaning of DOL Reg. §2510.3-101, as modified by Section 3(42) of ERISA, but becomes such a benefit plan investor, the Investor shall disclose to the General Partner promptly in writing such fact and such other information as may then be reasonably requested by the General Partner.

6. Grant of Power of Attorney. In executing this Subscription Agreement the Investor hereby (a) confirms the power of attorney set forth in Section 13.2 of the Partnership Agreement (as modified by the Letter Agreement) as if that power of attorney were set forth in full herein and (b) irrevocably constitutes and appoints the General Partner, or any of the officers of the General Partner or any of its members (and any substitute or successor general partner or any officer thereof or of any of its members or general partners), each acting individually, as the true and lawful attorney-in-fact of such Investor, in the Investor's name, place and stead, with full power to prepare, execute, deliver, complete or correct, record and file on its behalf, the following: (i) all documents to be executed by the Investor in connection with its becoming a Limited Partner in the Partnership including, without limitation, dating and attaching its counterpart signature page to the Partnership Agreement, and filling in or amending amounts or dates or any other pertinent information; (ii) the Partnership Agreement; and (iii) all other filings with agencies of the federal government, any state or local government or of any other jurisdictions which the General Partner considers necessary or desirable to carry out the purposes of this Subscription Agreement. This power of attorney shall be irrevocable and coupled with an interest, shall survive the disposition or transfer of the Investor's Interest and shall survive, and shall not be affected by, the subsequent termination, bankruptcy, insolvency or dissolution of the Investor. Notwithstanding the foregoing, the power of attorney hereby granted by the Investor shall not be deemed to constitute or be construed as a written consent of the Investor to any amendment to the Partnership Agreement that requires the consent of the Limited Partners pursuant to Section 13.3 of the Partnership Agreement or any other action that requires the consent or approval of the Limited Partners pursuant to the provisions of the Partnership Agreement.

7. Obligations Irrevocable. The obligations of the Investor hereunder shall be irrevocable, except with the consent of the General Partner, until March 31, 2014, at which time the obligations of the Investor hereunder may be revoked if, as of such date, the Investor's Subscription Agreement has not been accepted by the General Partner.

8. Modification. Neither this Subscription Agreement nor any of the provisions hereof shall be modified, waived or terminated except by an instrument in writing signed by each party entitled to the benefits of the same.

9. Binding Effect. This Subscription Agreement (together with the Partnership Agreement and the other agreements referred to therein), as modified by the Letter Agreement, shall be binding upon the parties and their respective successors and assigns and shall inure to the benefit of the parties and their successors and permitted assigns. If the Investor is more than one person, the obligations of the Investor shall be joint and several, and the agreements, representations, warranties and acknowledgments herein contained shall be deemed to be made by and be binding upon each person and its successors and assigns.

10. Entire Agreement. This Subscription Agreement, the Partnership Agreement, the Questionnaire and the Letter Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof, and supersede and are in full substitution for any and all prior agreements and understandings between them relating to such subject matter.

11. Assignability. This Subscription Agreement is not transferable or assignable by the Investor.

12. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to agreements made wholly within such state, without regard to the conflict of law provisions thereof.

13. Jurisdiction. The Investor hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the nonexclusive jurisdiction of the courts of the State of Delaware. The Investor hereby further irrevocably waives any claim that any such courts lack personal jurisdiction over it, and agrees not to plead or claim, in any legal action proceeding with respect to this Subscription Agreement in any of the aforementioned courts, that such courts lack personal jurisdiction over it.

14. Venue; Waiver of Jury Trial. To the fullest extent permitted by applicable law, any legal action or proceeding with respect to this Subscription Agreement by any Investor seeking any relief whatsoever against the General Partner or the Partnership shall be brought only in the courts of the State of Delaware, and not in any other court in any other jurisdiction. The Investor hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Subscription Agreement brought in the aforesaid courts and hereby further irrevocably, to the extent permitted by applicable law, waives its rights to plead or claim and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. **THE INVESTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS SUBSCRIPTION AGREEMENT.**

15. Survival. All representations, warranties and covenants contained in this Subscription Agreement and the Letter Agreement shall survive (i) the acceptance of the Subscription Agreement by the General Partner, (ii) any Additional Closing and (iii) the withdrawal, dissolution, liquidation or bankruptcy of the Investor.

16. Notices. All notices and other communications required or permitted by this Subscription Agreement shall be in writing and (a) delivered by hand, (b) transmitted by Electronic Transmission, (c) sent by registered or certified mail, postage prepaid, with return receipt requested, or (d) sent by a recognized courier, with all charges prepaid. All notices to the Partnership or the General Partner shall be addressed to the principal office of the Partnership. All notices addressed to an Investor shall be addressed to such Investor at the address for notices stipulated by it in response to Question 1 of the Questionnaire. Any Investor may designate a

new address for notices by notice to that effect given to the General Partner in accordance with the notice provisions of the Partnership Agreement. A notice shall be deemed to have been effectively given when received if received on a Business Day during the normal business hours of the recipient and otherwise shall be effective on the next Business Day. Refusal to accept delivery shall be deemed to constitute delivery at the time so refused.

17. Construction; Severability. The language in all parts of this Subscription Agreement shall in all cases be construed simply according to its fair meaning and not strictly for or against the Investor, the Partnership or the General Partner. Whenever possible, the provisions of this Subscription Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Subscription Agreement shall be unenforceable or invalid under said applicable law, such provision shall be ineffective only to the extent of such unenforceability or invalidity, and the remaining provisions of this Subscription Agreement shall continue to be binding and in full force and effect.

18. Counterparts. This Subscription Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature pages follow.]

**SUBSCRIPTION AGREEMENT
INVESTOR SIGNATURE PAGE**

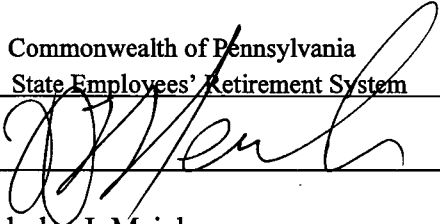
IN WITNESS WHEREOF, the Investor has executed this Subscription Agreement this 12th day of December, 2013.

Capital Commitment for which subscription is made: \$30,000,000

Taxpayer identification number:

Please place your signature in the space provided in the box below. Please include (i) the full name of the Investor, (ii) signature of the Investor (or individual(s) signing on behalf of the Investor) and (iii) the name (and title, if applicable) of the individual signing on behalf of the Investor.

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

Signature: 

Name: Nicholas J. Maiale

Title: Chairman

(if additional signature required)

Signature: _____

Name: _____

Title: _____

**SUBSCRIPTION AGREEMENT
ACCEPTANCE PAGE**

EXECUTED by the General Partner as of this 12 day of December,
2013 to indicate that the subscription made by the Investor pursuant to this Subscription
Agreement has been accepted by the General Partner on behalf of the Partnership with a Capital
Commitment in the amount of \$30,000,000.

SCOUT FUND II GP, LLC

By: 
Name: Scott D. McArtor
Title: Manager

**SCOUT FUND II-A, LP
PARTNERSHIP AGREEMENT**

Limited Partner Signature Page

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Agreement of Limited Partnership of Scout Fund II-A, LP and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the General Partner and the other parties thereto.

COMMONWEALTH OF PENNSYLVANIA
STATE EMPLOYEES' RETIREMENT SYSTEM

By: 

Name: Nicholas J. Maiale
Title: Chairman

(if additional signature required)

By: _____

Name:
Title:

EXHIBIT A

U.S. IRS FORMS W-9, W-8BEN, W-8IMY, W-8EXP AND W-8ECI

Please read the guidelines below to determine which, if any, of these IRS forms applies to the Investor. Complete and sign only the applicable form.

Form W-9: Request for Taxpayer identification Number and Certification.

If the Investor is a U.S. Holder (as defined in Schedule I to the Questionnaire), please complete and execute Form W-9 in accordance with the instructions accompanying the form.

Form W-8BEN: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding.

If the Investor is not a U.S. Holder and is claiming to be the Beneficial Owner (as defined in Schedule I to the Questionnaire) of the income for which the form is being provided, please complete and execute Form W-8BEN in accordance with the instructions accompanying the form and provide a U.S. taxpayer identification number on the Form W-8BEN.

Form W-8IMY. Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding.

If the Investor is (i) a foreign intermediary that is not acting for its own account, (ii) a foreign partnership, (iii) a foreign simple or grantor trust, (iv) a U.S. branch of certain foreign banks or foreign insurance companies, or (v) a reverse hybrid entity claiming benefits of an income tax treaty on behalf of its interest holders, please complete and execute Form W-8IMY in accordance with the instructions accompanying the form. The Investor may have to provide information and transmit appropriate documentation regarding the Beneficial Owners of the income, together with Form W-8IMY.

Form W-8EXP: Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding.

If the Investor is a foreign government (or an integral part or controlled entity of a foreign government), international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession, please complete and execute Form W-8EXP in accordance with the instructions accompanying the form.

Form W-8ECI: Certificate of Foreign Person's Claim that Income is Effectively Connected with the Conduct of a Trade or Business in the United States.

If the Investor is not a U.S. Holder, is claiming to be the Beneficial Owner of the income for which the form is being provided and the Partnership interest being acquired by such Investor is (or is deemed to be) effectively connected with the conduct of a trade or business within the United States, please complete and execute Form W-8ECI in accordance with the instructions accompanying the form.

CORRESPONDENCE CHART

WIRE INSTRUCTIONS