

TTV FUND VI, L.P.

Limited Partnership Interests

Subscription Booklet

*If you decide not to participate in this offering, please return the
Partnership Agreement,
this Subscription Booklet and all related documentation
to the Fund at the address contained herein.*

INSTRUCTIONS

This Subscription Booklet relates to the offering of limited partnership interests in TTV Fund VI, L.P., a Delaware limited partnership (the “Fund”). Prospective investors will be required to make a minimum Capital Commitment (as defined in the Partnership Agreement of the Fund described herein) of \$1,000,000.00, unless TTV GP VI, LLC (the “General Partner”), as the general partner of the Fund, decides, in its sole and absolute discretion, to waive this requirement in any individual case.

This Subscription Booklet contains the materials necessary for you to apply to become a limited partner of the Fund:

1. **Subscription Agreement**
2. **Subscriber Questionnaire**
3. **Patriot Act Questionnaire**
4. **Signature Page for the Subscription Agreement and the Subscriber Questionnaire**
5. **Signature Page to the Partnership Agreement (as defined below)**

Each prospective investor should read the Amended and Restated Limited Partnership Agreement of the Fund (the “Partnership Agreement”) and this Subscription Booklet. Each prospective investor should then complete the appropriate portions of the Subscriber Questionnaire and Patriot Act Questionnaire and execute the appropriate Signature Pages contained herein.

Please return the entire Subscription Booklet, the Patriot Act Questionnaire, the executed Signature Page for the Subscription Agreement and the Subscriber Questionnaire, the executed Signature Page to the Partnership Agreement and any additional required documents described in the Subscriber Questionnaire or Patriot Act Questionnaire to the General Partner at the address indicated below. **FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN WILL CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION REQUEST.** Questions regarding completion of subscription documents should be directed to **Gardiner W. Garrard, III of the General Partner at (404) 347-8402.**

The Fund does not intend to register the limited partnership interests in the Fund under the Securities Act of 1933, as amended (the “Securities Act”), but rather intends to offer and sell the limited partnership interests in the Fund pursuant to an exemption from registration thereunder which limits the types of investors that may be permitted to purchase the limited partnership interests in the Fund. Parts I and II of the Subscriber Questionnaire and the Patriot Act Questionnaire are designed to determine whether each prospective investor is a permissible investor, and the General Partner may reject any prospective investor that the General Partner, in its sole and absolute discretion, determines not to be a permissible investor.

The Fund does not intend to register as an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”), but rather intends to rely

on an exemption from registration thereunder which limits the types of investors that may be permitted to purchase the limited partnership interests in the Fund.

THE GENERAL PARTNER, IN ITS SOLE AND ABSOLUTE DISCRETION, MAY ACCEPT OR REJECT ANY SUBSCRIPTION (WHICH INCLUDES THE COMMITMENT AMOUNT APPLIED FOR BY THE UNDERSIGNED AND SET FORTH ON THE SIGNATURE PAGE HERETO) IN WHOLE OR IN PART.

THE LIMITED PARTNERSHIP INTERESTS IN THE FUND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR UNDER THE SECURITIES LAWS OF ANY STATE OR FOREIGN JURISDICTION AND MAY NOT BE SOLD OR TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND FOREIGN SECURITIES LAWS. IN ADDITION, TRANSFER OR OTHER DISPOSITION OF THE LIMITED PARTNERSHIP INTERESTS IS RESTRICTED AS PROVIDED IN THE PARTNERSHIP AGREEMENT.

Please send all executed documents to:

Gardiner W. Garrard, III
TTV Capital, LLC
1230 Peachtree Street
Promenade II, Suite 1150
Atlanta, Georgia 30309
Telephone: (404) 347-8402

SUBSCRIPTION AGREEMENT

TTV Fund VI, L.P.
c/o TTV GP VI, LLC
Promenade II
Suite 1150
1230 Peachtree Street
Atlanta, Georgia 30309

Dear Sirs:

Reference is made to the Amended and Restated Limited Partnership Agreement of TTV Fund VI, L.P., a Delaware limited partnership (the “Fund”), dated as of [_____, 2021 (as it may be amended, modified or supplemented from time to time, the “Partnership Agreement”). Capitalized terms used but not defined herein shall have the respective meanings given them in the Partnership Agreement.

The undersigned subscribing investor (the “Subscriber”) hereby agrees as follows:

1. Subscription for an Interest. Subject to the terms and conditions set forth in this Subscription Agreement and in the Partnership Agreement, the Subscriber agrees to commit to and purchase from the Fund a limited partnership interest in the Fund (the “Interest”), representing a Capital Commitment in the amount equal to the amount set forth on the Fund’s Acceptance Signature Page, which amount shall not exceed the amount of the Requested Capital Commitment of the Subscriber set forth above the Subscriber’s signature on the Subscriber’s Signature Page to this Subscription Agreement (the “Subscription”), and to make Capital Contributions to the Fund in accordance with the terms of the Partnership Agreement. The Subscriber acknowledges that this Subscription (i) is irrevocable, (ii) is conditioned upon the acceptance by or on behalf of TTV GP VI, LLC, the Fund’s general partner (the “General Partner”), on behalf of the Fund, and may be accepted or rejected in whole or in part by the General Partner in its sole discretion and (iii) will expire if not accepted by the General Partner on or prior to six months from the date hereof. The Subscriber further agrees to be bound by the terms and conditions of the Partnership Agreement.

2. Certain Representations of the Subscriber. The Subscriber hereby represents and warrants to the Fund and each other person who acquires an Interest in the Fund as follows, and the Subscriber acknowledges that the Subscriber has full knowledge that such persons intend to rely on such representations and warranties:

(a) THE SUBSCRIBER HAS READ CAREFULLY AND UNDERSTANDS THE PARTNERSHIP AGREEMENT AND HAS CONSULTED WITH SUCH SUBSCRIBER’S OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE SUBSCRIBER. THE SUBSCRIBER HAS SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS TO BE CAPABLE OF EVALUATING THE MERITS AND RISKS OF AN INVESTMENT IN THE INTEREST, IS

ABLE TO BEAR THE RISKS OF AN INVESTMENT IN THE INTEREST, HAS NO NEED FOR LIQUIDITY IN SUCH INVESTMENT, AND, AT THE PRESENT TIME, CAN AFFORD A COMPLETE LOSS OF SUCH INVESTMENT.

(b) The General Partner has made available to the Subscriber, prior to the purchase of the Interest by the Subscriber, the opportunity to ask questions of and receive answers from representatives of the General Partner concerning the terms and conditions of this offering of interests in the Fund, and to obtain any additional information reasonably requested by the Subscriber, to the extent that the General Partner possesses such information or can acquire it without unreasonable effort or expense. The Subscriber acknowledges that in making a decision to subscribe for the Interest, the Subscriber has relied solely on the Partnership Agreement and this Subscription Agreement and on an independent investigation made by the Subscriber. The Subscriber is not relying on the Fund or the General Partner, or any other person or entity, with respect to the legal, tax and other economic considerations involved in this investment, other than the Subscriber's own professional advisors. The Subscriber's investment in the Fund is consistent with the investment purposes, objectives and cash flow requirements of the Subscriber and will not adversely affect the Subscriber's overall need for diversification or liquidity. The Subscriber has had the opportunity to review this Subscription Agreement, the Fund's Confidential Private Placement Memorandum (as it may be amended, modified or supplemented from time to time, the "Memorandum") and the Partnership Agreement, as each has been amended, supplemented or revised prior to the date hereof and all appendices, schedules and exhibits to each of the foregoing documents, understanding that each such document supersedes all prior versions thereof and any inconsistent portions of any materials relating to the Fund, including, without limitation, executive and other summaries and marketing materials regarding the Fund and the offering that are not part of the Memorandum.

(c) The Subscriber acknowledges that it is not subscribing pursuant hereto for the Interest as a result of or pursuant to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media (including any Internet site that is not password-protected) or broadcast over telephone or radio or (ii) any seminar or meeting whose attendees, including the Subscriber, had been invited as a result of, or pursuant to, any of the foregoing. The Subscriber has not reproduced, duplicated, delivered or made available, and will not reproduce, duplicate or make available, any document related to the offering of limited partnership interests in the Fund to any other person, except to the Subscriber's professional advisors or as instructed by the General Partner.

(d) The Subscriber acknowledges that:

(i) the Subscriber may have to bear the economic risk of its investment in the Interest until the termination of the Fund;

(ii) the Interest has not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws and regulations of any state of the United States or any other jurisdiction and, therefore, cannot be resold unless it is subsequently registered under the Securities Act and under applicable securities regulations whether in any state or other political subdivision thereof or in any other jurisdiction, or unless an exemption from each such registration is available;

(iii) the Subscriber is purchasing the Interest for investment for the account of the Subscriber and not with any present view toward resale or other distribution thereof;

(iv) the Subscriber shall not be permitted to transfer, assign, resell or otherwise dispose of all or any part of the Interest purchased by the Subscriber, except as permitted by applicable law, including, without limitation, the Securities Act, and the applicable provisions of the Partnership Agreement;

(v) subject to the terms of the Partnership Agreement, in certain events, the substitution of another Partner for the Subscriber is subject to the prior written consent of the General Partner;

(vi) the Fund is under no obligation to register the Interest under the Securities Act or to assist the Subscriber in complying with any exemption from registration under the Securities Act;

(vii) that there will be no public market for the Interest and that the Subscriber will be unable to utilize the provisions of Rule 144 adopted by the U.S. Securities and Exchange Commission under the Securities Act with respect to the resale of the Interest; and

(viii) no oral or written representations have been made to the Subscriber other than the written representations set forth in this Subscription Agreement, any side letter with respect to the Subscriber, the Partnership Agreement and the Memorandum (including any exhibits, schedules and appendices thereto), and no oral or written information furnished to the Subscriber or the Subscriber's adviser(s) in connection with this subscription was in any way inconsistent with the information stated in the Memorandum.

(e) The Subscriber understands that the Fund requires each prospective investor to complete Part I or Part II, as applicable, of the Subscriber Questionnaire and the Patriot Act Questionnaire in order to ensure compliance with the requirements of the Securities Act and the Subscriber acknowledges that one or more of the categories set forth on Part I or Part II, as applicable, of the Subscriber Questionnaire correctly and in all respects describes the Subscriber, and the Subscriber has so indicated by appropriately completing Part I or Part II of the Subscriber Questionnaire and the Patriot Act Questionnaire.

(f) The Subscriber understands and has evaluated the risks of a purchase of, and the holding of, the Interest subscribed for hereunder, including, without limitation, the risks described in the section of the Memorandum entitled "Risk Factors."

(g) The Subscriber recognizes that neither the General Partner nor any of its affiliates, nor any other person, has promised, represented or guaranteed: (i) the safety of any capital contributed to the Fund; (ii) that the Fund will be profitable; or (iii) that any investment return will be achieved, and, further, that any such promise, representation, or guaranty, if made, would be strictly unauthorized and should not be relied on.

(h) Unless otherwise indicated, the address on the Signature Page of this Subscription Agreement is the legal residence of the Subscriber, and all offers and communications in connection with the offering have been conducted at such address. If the Subscriber is not a U.S. Person: (i) the offer and sale of the Interest to the Subscriber has been made outside the United States; and (ii) no “directed selling efforts” (as defined in Regulation S promulgated under the Securities Act) have been made in the United States by the Fund, the General Partner, any of their respective affiliates, or agents with respect to the Subscriber.

(i) The Subscriber understands that the Fund does not intend to register as an investment company under the Investment Company Act of 1940, as amended (the “Investment Company Act”), but rather intends to rely on an exemption from registration thereunder which limits the types of investors that may be permitted to purchase the limited partnership interests in the Fund. The Subscriber also understands that the General Partner is not registered under the Investment Advisers Act of 1940, as amended from time to time (the “Advisers Act”), and no such registration is currently contemplated.

(j) The Subscriber is not acquiring the Interest with a view to realizing any benefit under United States federal income tax laws and no representations have been made to the Subscriber that any such benefits will be available as a result of the Subscriber’s acquisition, ownership or disposition of the Interest.

(k) The Subscriber has not borrowed and will not borrow any portion of any Capital Contribution, either directly or indirectly, from the General Partner or any of its affiliates.

(l) If the Subscriber is other than an individual natural person, (i) at no time during the term of the Fund will substantially all of the value of a beneficial owner’s interest in the Subscriber (directly or indirectly) be attributable to the Subscriber’s ownership of the Interest, and (ii) the Subscriber does not have, in purchasing the Interest, a principal purpose of permitting the Fund to satisfy the 100 member limitation contained in Treasury Regulation Section 1.7704-1 (h)(1).

(m) If the Subscriber (i) is a “United States person” under Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the “Code”), the Subscriber certifies under penalty of perjury that (A) the Subscriber’s U.S. social security number or federal tax identification number, as applicable, and address as set forth on Part III of the Subscriber Questionnaire are accurate and all other information relating to the Subscriber’s tax status as set forth on Part II of the Subscriber Questionnaire is correct, (B) the Subscriber is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code), and (C) the Subscriber hereby agrees to notify the Fund within sixty (60) days of the date the undersigned becomes a foreign person (within the meaning of Section 7701(a) of the Code), or (ii) is not a United States person under Section 7701(a)(30) of the Code, the Subscriber certifies under penalties of perjury that (A) the Subscriber’s name, U.S. federal tax identification number, if applicable, address and all other information relating to the Subscriber’s tax status provided in Parts II and III of the Subscriber Questionnaire is correct, (B) the Subscriber will complete and return, with this Subscription Agreement, Form W-8BEN-E, Certificate of Status

of Beneficial Owner for United States Tax Withholding and Reporting (Entities) (or applicable successor form or other IRS Form W-8, if applicable), and all other appropriate documentation as determined by the Fund or the General Partner as necessary, desirable, appropriate or advisable to enable the Fund to properly administer any U.S. or foreign withholding and other tax compliance obligations, and (C) the Subscriber will immediately notify the Fund of a change to U.S. status or other information provided herein or in any tax form. The Subscriber certifies that each IRS Form W-9, IRS Form W-8 (or applicable successor form) provided to the Fund or the General Partner and each form and other document provided with respect to any requirement under Code Sections 1471 through 1474) is true, correct and complete. The Subscriber acknowledges that the certification set forth in this Section 2(m) may be disclosed to the IRS by the Fund and that any false statement contained herein could be punished by fine, imprisonment or both.

(n) The Subscriber is not subject to backup withholding because (i) the Subscriber is exempt from backup withholding; (ii) the Subscriber has not been notified by the Internal Revenue Service (“IRS”) that the Subscriber is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has informed the Subscriber that the Subscriber is no longer subject to backup withholding.

(o) The Subscriber understands the methods of compensation to the General Partner and/or its affiliates, including, but not limited to, any incentive allocation of profits, and any risks to the Partners arising from such methods.

(p) The Subscriber understands that (i) the Fund and the General Partner have no financial or operating history and (ii) no governmental agency, whether in the United States or any state or other political subdivision thereof or in any other jurisdiction, has passed upon the limited partnership interests in the Fund or made any findings or determination as to the fairness of this investment to any person.

(q) The Subscriber understands that King & Spalding LLP acts as counsel to the Fund, the General Partner and their respective affiliates. The Subscriber also understands that, in connection with the offering of limited partnership interests in the Fund and any advice to the Fund, the General Partner and their respective affiliates, King & Spalding LLP will not be representing the Subscriber or any other prospective investor in the Fund and that no independent counsel has been retained to represent the Subscriber or any other prospective investor in the Fund.

(r) The Subscriber, if it is a corporation, limited liability company, trust, partnership or other entity, is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and the execution, delivery and performance by it of this Subscription Agreement and Subscriber Questionnaire are within its powers, have been duly authorized by all necessary corporate or other action on its behalf, require no action by or in respect of, or filing with, any governmental body, agency or official and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of its certificate of incorporation or other comparable organizational documents or any agreement, judgment, injunction, order, decree or other instrument to which the Subscriber is a party or by

which the Subscriber or any of the Subscriber's properties is bound. The signature on the Subscriber's Signature Page for the Subscription Agreement and the Subscriber Questionnaire is genuine, and the signatory has been duly authorized to execute the same, and this Subscription Agreement constitutes, when executed and delivered, a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms.

(s) If the Subscriber is a natural person, the execution, delivery and performance by such person of this Subscription Agreement and the Subscriber Questionnaire are within such person's legal right, power and capacity, require no action by or in respect of or filing with, any governmental body, agency, or official and do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of any agreement, judgment, injunction, order, decree or other instrument to which such person is a party or by which such person or any of such person's properties are bound. The signature on the Subscriber's Signature Page for the Subscription Agreement and the Subscriber Questionnaire is genuine, and the Subscriber has legal competence and capacity to execute the same, and this Subscription Agreement constitutes a valid and binding agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms.

(t) The Subscriber is not a participant-directed defined contribution plan (such as a 401(k) plan), or a partnership or other investment vehicle (i) in which its partners or participants have or will have any discretion as to their level of investment in the Subscriber or in investments made by the Subscriber (including the Subscriber's investment in the Interest), or (ii) that is otherwise an entity managed to facilitate the individual decisions of its beneficial owners to invest in the Fund.

(u) If the Subscriber is a private investment company or non-U.S. investment company exempt from registration under the Investment Company Act pursuant to Section 3(c)(1) or 3(c)(7) thereunder, the Subscriber's Interest constitutes, and after the date of the Closing applicable to the Subscriber will continue to constitute, less than 40% of each of the Subscriber's total assets and committed capital.

(v) The Subscriber is not a registered investment company under the Investment Company Act, is not required to register as an investment company under the Investment Company Act and is not a business development company as defined in the Advisers Act.

(w) The Subscriber acknowledges and agrees that:

(i) If the Subscriber, or the entity on whose behalf the Subscriber is acting, is (i) an employee benefit plan subject to Part 4 of Subtitle B of Title I of the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), (ii) a plan to which Section 4975 of the Internal Revenue Code of 1986, as amended from time to time (the "Code") is applicable, or (iii) an entity, the underlying assets of which include "plan assets" by reason of ERISA or the regulations set forth in 26 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA (the "Plan Assets Regulation") ((i)-(iii), collectively, "Benefit Plan Investors"), the Subscriber acknowledges, represents, warrants and agrees that (A) it has evaluated for itself the merits of such investment, (B) its decision to invest in the Fund was made

by fiduciaries independent of the General Partner, the Manager, any placing agent and any affiliate of them, which fiduciaries are duly authorized to make such investment decision and who have not relied on any advice or recommendation by the General Partner, the Manager, any placing agent or any of their employees, representatives, agents or affiliates, and none of the General Partner, the Manager, any placing agent nor any of their employees, representatives, agents or affiliates have exercised any discretionary authority or control with respect to the Subscriber's investment in the Fund, and (C) to the extent applicable, taking into account the other investments made with the Subscriber's assets, and the diversification thereof, the Subscriber's investment in the Fund is consistent with the requirements of Section 404 and 405 and the other provisions of ERISA. If the Subscriber, or the entity on whose behalf the Subscriber is acting, is a Benefit Plan Investor, the Subscriber also acknowledges, represents, warrants and agrees that (i) the Subscriber does not intend its investment in the Fund to establish any relationship which would cause the General Partner, the Manager or any other person to be a "fiduciary" (as defined in ERISA) with respect to the Subscriber or such entity, and the Subscriber will not take any position to the contrary, and (ii) to the extent applicable, the person executing this Subscription Agreement on the Subscriber's behalf is either its "named fiduciary" (within the meaning of ERISA) or is acting on behalf of its named fiduciary pursuant to a proper delegation of authority.

(ii) If the Subscriber is a governmental, church, non-U.S. or other plan subject to any federal, state, local, non-U.S. or other law or regulation that contains one or more provisions that are (A) similar to any of the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code and/or (B) similar to the provisions of the Plan Assets Regulation or that would otherwise provide that the assets of the Fund could be deemed to include "plan assets" under such law or regulation, the Subscriber represents that (i) neither its purchase nor its holding of Interests will violate any such law or regulation, and (ii) the Subscriber's investment in the Fund will not subject the Fund, the General Partner or the Manager to the provisions of any such law or regulation.

(iii) The Subscriber represents, warrants and agrees that neither the execution and delivery of this Agreement nor the purchase or holding of the Subscriber's Interest does, or will in the future, constitute a prohibited transaction under Title I of ERISA or Section 4975 of the Code for which an exemption is not available.

(iv) The Subscriber has identified in its Subscriber Questionnaire whether or not it is, or is acting on behalf of, one or more Benefit Plan Investors, and has identified in its Subscriber Questionnaire the portion, if any, of the assets or other consideration used to acquire the Subscriber's investment in the Fund that is considered "plan assets" under ERISA or the Plan Assets Regulation, or that is otherwise attributable to one or more Benefit Plan Investors. The Subscriber acknowledges, represents, warrants and agrees that if the Subscriber, or the entity on whose behalf the Subscriber is acting, becomes a Benefit Plan Investor, ceases to be a Benefit Plan Investor, or the portion of the assets or other consideration used to acquire the Subscriber's investment in the Fund that is considered "plan assets" under ERISA or the Plan Assets Regulation either increases or decreases at any time after the date hereof, the Subscriber will immediately notify the General Partner in writing of the occurrence of such an event and, if applicable, the amount of the new percentage of such "plan assets."

(x) The Subscriber has informed itself as to the legal requirements within the jurisdiction of the Subscriber's address set forth on the Subscriber's Signature Page for the Subscription Agreement and the Subscriber Questionnaire with respect to the subscription for or acquisition of the Interest as applicable to such jurisdiction, and the Subscriber hereby declares and represents that it is a person in such jurisdiction to whom the offer or sale, directly or indirectly, of the Interest may be made, such that its subscription is at all times in compliance with such selling restrictions and all relevant securities laws and regulations applicable to such jurisdiction.

(y) The Subscriber (i)(A) is subscribing for an Interest solely for its own account, own risk and own beneficial interest, (B) is not acting as an agent, representative, intermediary, nominee or in a similar capacity for any other person or entity, nominee account or beneficial owner, whether a natural person or Entity (as defined below) (each such natural person or Entity, an "Underlying Beneficial Owner") and no Underlying Beneficial Owner will have a beneficial or economic interest in the Interest being purchased by the Subscriber (whether directly or indirectly, including without limitation, through any option, swap, forward or any other hedging or derivative transaction), (C) if it is an entity, including without limitation a fund-of-funds, trust, pension plan or any other entity that is not a natural person (each, an "Entity"), has carried out thorough due diligence as to, and established the identities of, such Entity's Related Persons,¹ holds the evidence of such identities, will maintain all such evidence for at least five years from the date of the completion of the liquidation of the Fund, and will make such information available to the Fund upon its reasonable request, and (D) does not have the intention or obligation to sell, pledge, distribute, assign or transfer all or a portion of the Interest to any Underlying Beneficial Owner or any other person, or (ii)(A) is subscribing for the Interest as a record owner and will not have a beneficial ownership interest in an Interest, (B) is acting as an agent, representative, intermediary, nominee or in a similar capacity for one or more Underlying Beneficial Owners, and understands and acknowledges that the representations, warranties and agreements made in this Subscription Agreement are made by the Subscriber with respect to both the Subscriber and each such Underlying Beneficial Owner, (C) has all requisite power and authority from each such Underlying Beneficial Owner to execute and perform the obligations under this Subscription Agreement, (D) has carried out thorough due diligence as to, and established the identity of, each such Underlying Beneficial Owner (and, if an Underlying Beneficial Owner is not a natural person, the identities of such Underlying Beneficial Owner's Related Persons (to the extent applicable)), holds the evidence of such identities, will maintain all such evidence for at least five years from the date of the completion of the liquidation of the Fund, and will make such information available to the Fund upon its reasonable request and (E)

¹ A "Related Person" means, with respect to any Entity, any investor, director, senior officer, trustee, beneficiary or grantor of such Entity; provided that in the case of (i) an Entity the securities of which are listed on a national securities exchange or quoted on an automated quotation system in the United States (a "Publicly Traded Company"), (ii) a wholly-owned subsidiary of such an Entity that is a Publicly Traded Company or (iii) a tax qualified pension or retirement plan in which at least 100 employees participate that is maintained by an employer that is (A) organized in the United States or (B) any United States government or any state department or other political subdivision thereof or any governmental body, agency, authority or instrumentality in any jurisdiction exercising executive, legislative, regulatory or administrative functions of or pertaining to government (a "Qualified Plan"), the term "Related Person" excludes the investors and beneficiaries of such Publicly Traded Company or such Qualified Plan.

does not have the intention or obligation to sell, pledge, distribute, assign or transfer all or a portion of the Interest to any person other than any such Underlying Beneficial Owner.

(z) To the best of Subscriber's knowledge, the proposed investment by the Subscriber or any Underlying Beneficial Owner, as the case may be, in the Fund will not directly or indirectly contravene United States federal, state, international or other laws, rules or regulations, including anti-money laundering laws, rules and regulations (a "Prohibited Investment") and no Capital Contribution to the Fund by the Subscriber or an Underlying Beneficial Owner, as the case may be, will be derived from any illegal or illegitimate activities, based upon the assumption that the Fund is operated in accordance with the terms of the Partnership Agreement.

(aa) The Subscriber understands that federal regulations and executive orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.² The Subscriber further represents and warrants that, to the best of its knowledge, none of the Subscriber nor any of its Affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person, is a country, territory, person or entity named on an OFAC list, nor is the Subscriber nor any of its Affiliates, or, if applicable, any Underlying Beneficial Owner or Related Person, a natural person or Entity with whom dealings are prohibited under any OFAC regulations.

(bb) Neither the Subscriber nor, if applicable, any Underlying Beneficial Owner, Related Person or Affiliate is a foreign bank without a physical presence in any country other than a foreign 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, as applicable and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or foreign bank (each, a "Regulated Affiliate").

(cc) The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in any document (including the Partnership Agreement), if, following the Subscriber's investment in the Fund, the General Partner reasonably believes that the investment is or has become a Prohibited Investment or if otherwise required by law, the Fund may be obligated by law to "freeze the account" of the Subscriber, either by prohibiting additional Capital Contributions, restricting any distributions and/or declining any requests to transfer the Interest. In addition, in any such event, the Subscriber may be required by law to forfeit the Interest, may be forced by law to withdraw from the Fund or may otherwise be subject to the remedies required by law, and the Subscriber shall have no claim against any Indemnified Party (as such term is defined in the Partnership Agreement) for any form of damages as a result of any of the actions described in this paragraph. The Fund may also be required by law to report such action and to disclose the Subscriber's identity or provide other information with respect to the Subscriber to OFAC or other governmental body, agency or official in some instances without notifying the Subscriber.

² The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <www.treas.gov/ofac>.

(dd) Except as otherwise disclosed to the General Partner in writing, to the best of the Subscriber's knowledge: (i) neither the Subscriber nor, if applicable, any Underlying Beneficial Owner, Related Person or Affiliate is resident in, or organized or chartered under the laws of, (A) a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001 (the "PATRIOT Act") as warranting special measures due to money laundering concerns or (B) any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur (a "Non-Cooperative Jurisdiction"); (ii) the subscription funds of the Subscriber and, if applicable, any Underlying Beneficial Owner, do not originate from, nor will they be routed through, an account maintained at (A) a Foreign Shell Bank,³ (B) a foreign bank (other than a Regulated Affiliate) that is barred, pursuant to its banking license, from conducting banking activities with the citizens of, or with the local currency of, the country that issued the license, or (C) a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction; and (iii) neither the Subscriber nor, if applicable, any Underlying Beneficial Owner, Related Person or Affiliate is a senior foreign political figure, or any immediate family member or close associate of a senior foreign political figure, in each case within the meaning of the PATRIOT Act.

(ee) The Subscriber acknowledges and agrees that any distributions paid to it by the Fund will be paid to, and any contributions made by it to the Fund will be made from, an account in the Subscriber's name unless the General Partner, in its sole discretion, agrees otherwise.

(ff) The Subscriber agrees to provide any information requested by the General Partner which is necessary to enable the Fund to comply with all applicable anti-money laundering laws, rules and regulations, including any laws, rules and regulations applicable to an investment held or proposed to be held by the Fund. The Subscriber understands and agrees that the Fund may release confidential information about the Subscriber and, if applicable, any Underlying Beneficial Owner, Related Person or Affiliate to any person, if the General Partner is required to do so by laws, rules and regulations concerning Prohibited Investments, in some instances without notifying the Subscriber.

(gg) The Subscriber hereby certifies that, if the Interest represents 20% or more of the total outstanding Interests in the Fund, none of the disqualifying events or conditions described in Rule 506(d) of Regulation D promulgated under the Securities Act has occurred or is true as of the date hereof with respect to (i) the Subscriber or (ii) any beneficial owner of the Subscriber which indirectly holds 20% or more of the total outstanding Interests in the Fund.

3. Closings. Each of the initial closing (the "Initial Closing") and any subsequent closings (each, a "Subsequent Closing") of the sale and purchase of the Subscriber's Interest

³ A "Foreign Shell Bank" means a foreign bank without a physical presence in any country that is not a Regulated Affiliate.

shall take place at a time and place to be selected by the General Partner. Following the Initial Closing or Subsequent Closing, as is applicable to the Subscriber, the General Partner will notify the Subscriber of the date and time of such Initial Closing or Subsequent Closing. Subsequent to the Initial Closing or the Subsequent Closing as is applicable to the Subscriber, the General Partner will deliver to the Subscriber participating in such Closing a counterpart of the Partnership Agreement and this Subscription Agreement, which shall have been executed by the Subscriber and the General Partner on behalf of the Fund.

4. Agreements with Other Members. The General Partner and each other Limited Partner has executed and delivered a subscription agreement substantially identical to this Subscription Agreement (except as to the amount of the Capital Commitment of such other Limited Partner), in which such other Limited Partner has agreed to subscribe for, and to purchase from the Fund, an Interest in, and to make Capital Contributions to, the Fund and has made substantially the same representations and warranties as made by the Subscriber herein, with such changes as are appropriate to reflect the legal form and jurisdiction of residence. The purchase of the Interest by the Subscriber, and the purchase of limited partnership interests in the Fund by other Partners are to be separate offers and sales of limited partnership interests by the Fund.

5. Representations of Subscribers Specifically Formed or Recapitalized to Acquire an Interest in the Fund. If the Subscriber is an entity and was specifically formed or specifically recapitalized to acquire the Interest, then such Subscriber hereby represents and warrants to, and agrees with, the General Partner and the Fund as follows:

(a) Compliance with Rule 502(c). The Subscriber has not, nor has any person or entity acting on its behalf, engaged in general solicitation or general advertising in violation of Rule 502(c) promulgated under the Securities Act with respect to the offer and sale of the securities of the Subscriber.

(b) Accredited Investor. Each holder of an equity interest in the Subscriber (each, a “Parent”) is an “Accredited Investor” as defined in Rule 501(a) of Regulation D promulgated under the Securities Act, and the Subscriber has obtained from each Parent certifications, and has obtained from each such Parent information, substantially similar to the certifications made, and the information furnished, by the Subscriber in the Subscriber Questionnaire delivered by the Subscriber to the General Partner in connection with this subscription.

(c) Qualified Client. Each Parent is a “qualified client” as defined in Rule 205-3(d) promulgated under the Advisers Act, and the Subscriber has obtained from each Parent certifications, and has obtained from each such Parent information, substantially similar to the certifications made, and the information furnished, by the Subscriber in the Subscriber Questionnaire delivered by the Subscriber to the General Partner in connection with this subscription.

(d) Investment Intent. Each Parent in the Subscriber is acquiring its interest in the Subscriber for its own account for investment, and not with a view to any distribution, resale, subdivision, or fractionalization thereof in violation of the Securities Act or any other applicable

domestic or foreign securities law, and such Parent does not have any present plans to enter into any contract, undertaking, agreement, or arrangement for any such distribution, resale, subdivision, or fractionalization.

(e) Access. The Subscriber has made available to such Parent or its representatives all agreements, documents, records, and books that such Parent or its representatives have requested relating to an investment in the Subscriber. Such Parent has had a full opportunity to ask questions of and receive answers from the Subscriber or a Person acting on behalf of the Subscriber concerning the terms and conditions of its investment in the Subscriber and the Subscriber's investment in the Fund, and all questions asked by such Parent have been adequately answered to the full satisfaction of such Parent.

(f) Illiquidity; Risk. Each Parent has been advised and understands that substantial restrictions will exist on transferability of limited partnership interests in the Fund, that no market for resale of any such limited partnership interests exists or is expected to develop, that the Subscriber may not be able to liquidate its investment in the Fund and, accordingly, that such Parent may not be able to liquidate its investment in the Subscriber. Such Parent has been advised and understands that any instruments representing the Interest may bear legends restricting the transfer thereof. Such Parent has been advised and understands that investment in the Subscriber entails a very high degree of risk and understands fully the risks associated with the operation of the Fund and the Subscriber, such Parent's investment in the Subscriber, and the Subscriber's investment in the Fund.

(g) Economic Loss and Sophistication. Each Parent is able to bear the economic risk of losing its entire investment in the Subscriber by virtue of the Subscriber's investment in the Fund. Each Parent's aggregate commitment to investments in the Subscriber which are not readily marketable is not disproportionate to its net worth. Each Parent's investment in the Subscriber will not cause such overall commitment to become excessive. Each Parent has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of its investment in the Subscriber.

(h) Investment Company Act. The Subscriber has advised each Parent that the Fund has not been registered as an investment company under the Investment Company Act in reliance upon an exemption from registration thereunder, and such Parent understands that the Subscriber's interest in the Fund may not be sold, offered for sale, transferred, pledged, hypothecated, or otherwise disposed of in any manner that would require the Fund to register as an investment company under the Investment Company Act. The Subscriber has advised each Parent that the Fund has no obligation and does not intend to register any Interests in the Fund.

6. Representations of the Fund. The Fund represents and warrants to the Subscriber that, as of the date of the Closing at which the Subscriber is admitted to the Fund as a Partner, the Fund shall have been duly and validly organized and shall be validly existing as a limited partnership under the laws of the State of Delaware, shall have full power and authority to own and manage the assets to be owned by it as described in the Partnership Agreement, and to conduct the business in which it intends to engage as described in the Partnership Agreement, and is or will become qualified under the laws of all other jurisdictions in which such qualification is necessary to enable it to engage in such business.

7. Survival of Agreements, Representations and Warranties. All agreements, representations and warranties contained herein or made in writing by or on behalf of the Subscriber in connection with the transactions contemplated by this Subscription Agreement shall survive the execution and delivery of this Subscription Agreement by the Subscriber, any investigation at any time made by the Fund, the General Partner and their respective affiliates and agents, for or on their behalf, and the sale and purchase of the Interest and the payment therefor.

8. Indemnity. The Subscriber covenants and agrees to indemnify and hold harmless the Fund, the General Partner and their respective affiliates and agents, and each other person, if any, that controls, is controlled by, or is under common control with, any of the foregoing (within the meaning of Section 15 of the Securities Act), from and against any and all loss, liability, claim, damage, cost and expense whatsoever (including, without limitation, any and all costs and expenses incurred in investigating, preparing or defending against any claim whatsoever, including, without limitation, legal fees and disbursements) arising out or based upon (i) any false representation or warranty made by the Subscriber or the Subscriber's breach or failure to comply with any covenant or agreement made by the Subscriber in this Subscription Agreement, the Partnership Agreement, the Subscriber Questionnaire or any other document furnished by the Subscriber to any of the foregoing in connection with this transaction or (ii) any action for securities law violations instituted by the Subscriber which is finally resolved by judgment against the Subscriber.

9. Invalidity. If any provision of this Subscription Agreement is invalid or unenforceable under any applicable law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such applicable law. The invalidity or unenforceability of any provision hereof under any applicable law shall not affect the validity or enforceability of any other provision hereof, and to that extent the provisions hereof shall be severable.

10. Forced Withdrawal. If any answer provided or background documentation required under this Subscription Agreement or the Subscriber Questionnaire is found to be false, forged or misleading, or in the event of delay or failure by the Subscriber or, if a Partner, the Partner to produce any information required for verification purposes, the Subscriber understands that the General Partner may, in its sole and absolute discretion, require the Subscriber to fully withdraw from the Fund.

11. Additional Information. The Fund, the General Partner and their respective affiliates and agents may request from the Subscriber such additional information as the Fund or the General Partner may deem necessary to evaluate the eligibility of the Subscriber to acquire the Interest, and may request from time to time such information as it may deem necessary to determine the eligibility of the Subscriber to hold the Interest or to enable the General Partner to determine the Fund's or the General Partner's compliance with applicable regulatory requirements or the Fund's tax status, and the Subscriber agrees to promptly provide such information as may be requested.

12. Notice of Changes. The Subscriber agrees to notify the General Partner promptly if there is any change with respect to any of the information, agreements, representations or warranties made herein, and to promptly provide the General Partner with such further information as the General Partner may reasonably require.

13. Counterparts. This Subscription Agreement may be executed through the use of separate signature pages or in any number of counterparts. This Subscription Agreement may be executed through delivery of duly executed signature pages by facsimile, electronic mail, portable document format (PDF), any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com) or any other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. All such counterparts shall, for all purposes, constitute one and the same agreement binding on all of the parties, notwithstanding that all parties do not execute the same counterpart.

14. Expenses. Each party hereto will pay its own expenses relating to this Subscription Agreement and the purchase of the Interest hereunder.

15. Amendments. This Subscription Agreement or any term hereof may not be changed, waived, discharged or terminated except with the written consent of the Subscriber and the Fund.

16. Confirmations. The Subscriber hereby confirms the following statements:

(a) The Subscriber hereby executes and agrees to the terms of the Partnership Agreement; agrees to be bound by the Partnership Agreement as a Partner thereunder; and, if the Subscriber's subscription for the Interest is accepted by the Fund, agrees to make Capital Contributions to the Fund in accordance with the Partnership Agreement.

(b) The Subscriber acknowledges receipt of the notice of the terms of the power of attorney set forth in the Partnership Agreement. By its execution of this Subscription Agreement, the Subscriber (on behalf of itself and its successors and transferees) hereby makes, constitutes, and appoints the General Partner (acting by or through any one or more of its partner or officers or the officers of its managing entity, if any), with full power of substitution and resubstitution in the General Partner (in its sole discretion), the Subscriber's true and lawful attorney-in-fact ("Attorney") for and in the Subscriber's name, place, and stead and for its use and benefit, to prepare, execute, certify, acknowledge, swear to, file, deliver, or record any or all of the following:

(i) any agreement, certificate, report, consent, instrument, filing or writing made by or relating to the Fund that the Attorney deems necessary, desirable or appropriate for any lawful purpose, including, without limitation, (i) establishing the Fund under the Act, (ii) admitting or changing Partners or substituting Partners with respect to the Fund (including, without limitation, admitting the Subscriber as a Limited Partner of the Fund, in each case as determined by the Attorney), (iii) qualifying the Fund to do business in any jurisdiction, or (iv) complying with any law, agreement, or obligation applicable to the Fund;

(ii) any agreement, certificate, report, consent, instrument, filing or writing made by or relating to the Fund that the Attorney deems necessary, desirable or appropriate to effectuate the capitalization of, business purposes of, or the dissolution, termination, or liquidation of the Fund pursuant to applicable law or the respective terms of the Partnership Agreement, or any certificate of operation of the Fund;

(iii) any agreement, certificate, report, consent, instrument, filing or writing relating to organization, formation, structuring, capitalization, operation or disposition of any portfolio company of the Fund; or

(iv) any amendment to or modification or restatement of the Partnership Agreement or any other agreement, certificate of operation, certificate, report, consent, instrument, filing, or writing of any type described in this Section 16(b), provided that any amendment of or modification to the Partnership Agreement shall first have been adopted in accordance with the respective terms of the Partnership Agreement and such amendment or modification.

The Subscriber acknowledges and agrees that the power of attorney hereby granted is coupled with an interest, is irrevocable, and shall not be affected by and shall survive the Subscriber's death, legal incapacity, dissolution, liquidation or termination, or the transfer of all or any part of the Subscriber's limited partnership interest in the Fund. The power of attorney granted hereby shall be binding upon any successor or transferee (whether by operation of law or otherwise) of all or any part of the Subscriber's limited partnership interest in the Fund. The Attorney's execution or delivery of any agreement, certificate of limited partnership, certificate, report, consent, instrument, filing or writing of any type described in this Section 16 shall be conclusive evidence (as to any Person) that such execution or delivery was authorized hereby. THE SUBSCRIBER INTENDS FOR THE AUTHORIZATIONS AND AGREEMENTS IN THIS SECTION 16 TO REMAIN IN FORCE AND NOT BE AFFECTED IF THE SUBSCRIBER SUBSEQUENTLY BECOMES MENTALLY OR PHYSICALLY DISABLED OR INCOMPETENT, AND DOES HEREBY DIRECT THAT NO FILING OF AN INVENTORY NOR POSTING OF A SURETY BOND BE REQUIRED.

17. General. This Subscription Agreement (i) shall be binding upon the Subscriber and the successors and assigns of the Subscriber, (ii) shall be governed, construed and enforced in accordance with the internal laws of the State of Delaware (except insofar as affected by the state or foreign securities or "Blue Sky" laws of the jurisdiction in which the offering described herein has been made to the Subscriber as aforesaid), (iii) shall survive the admission of the Subscriber as a Partner of the Fund, and (iv) shall, if the Subscriber consists of more than one person, be the joint and several obligation of all such persons.

18. Entire Agreement. This Subscription Agreement, the Partnership Agreement, and the side letters, if any, addressed to the Subscriber in connection with the Subscriber's admission as a Limited Partner of the Fund contain the entire agreement of the parties with respect to the subject matter hereof and thereof, and there are no representations, covenants, or other agreements except as set forth herein or therein.

SUBSCRIBER QUESTIONNAIRE

ALL INFORMATION CONTAINED IN THIS SUBSCRIBER QUESTIONNAIRE WILL BE TREATED CONFIDENTIALLY. However, the Subscriber understands that the General Partner may present this Subscriber Questionnaire to such parties as the General Partner, in its sole and absolute discretion, deems appropriate if (i) called upon to establish that the proposed offer and sale of the Interests in the Fund is exempt from registration under the Securities Act or meets the requirements of applicable state securities or blue sky laws, (ii) called upon to establish that the Fund is exempt from registration under the Investment Company Act, (iii) called upon to establish that the assets of the Fund do not constitute “plan assets” under ERISA or the Plan Assets Regulation, (iv) called upon to establish that the proposed offer and sale of the limited partnership interests in the Fund is not a non-exempt prohibited transaction under Title I of ERISA or Section 4975 of the Code (or, if the Subscriber is a governmental, church, non-U.S. or other plan, under any federal, state, local, non-U.S. or other law or regulation that are similar to any of the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code), (v) called upon to establish that the General Partner is in compliance with the Advisers Act, (vi) called upon to establish that the Fund has complied with all applicable statutes, rules or regulations governing tax withholding and information reporting, (vii) the contents hereof are relevant to any issue in any action, suit or proceeding to which the Fund is a party or by which it is or may be bound or (viii) or as otherwise required by law. The General Partner may also disclose, in connection with this offering of Interests in the Fund or the operations of the Fund, the name and amount of the Subscriber’s Capital Commitment to the Fund. Furthermore, the Subscriber understands that the offering of Interests in the Fund may be reported to the Securities and Exchange Commission (the “SEC”) or to state securities or blue sky commissioners pursuant to the requirements of applicable federal law and of various state securities or blue sky laws. In addition, nothing in this paragraph shall preclude the Fund from disclosing any information contained in this Subscriber Questionnaire to any governmental agency if relevant to any audit, examination or review by such agency of the Fund’s activities, returns, statements or filings or in connection with any request, advice or application sought or filed by the Fund with such agency. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Subscription Agreement to which this Subscriber Questionnaire is attached or the Partnership Agreement.

The Subscriber Questionnaire contains four parts. Subscribers should complete each applicable part.

Part I: To be completed by individuals.

Part II: To be completed by corporations, limited liability companies, partnerships, trusts and other entities.

Part III: To be completed by all Subscribers.

Part IV: To be completed by all Subscribers.

PART I
TO BE COMPLETED BY INDIVIDUALS

A. General Information

1. Is the Subscriber subscribing for the Interest as agent, nominee, trustee or otherwise on behalf of, for the account of or jointly with any other person or entity?

____ Yes ____ No

2. Will any other person or persons have a beneficial interest in the Interest acquired?

____ Yes ____ No

3. Does the Subscriber control any other existing or prospective investor in the Fund?

____ Yes ____ No

PLEASE NOTE: If any of the above questions were answered "Yes," please provide identifying information or contact the General Partner.

4. Citizenship of Subscriber: _____

5. Is the Subscriber an employee, officer or agent of, or in any way affiliated with, the General Partner or the Fund?

____ Yes ____ No

If yes, please describe the relationship below.

6. Is the Subscriber a senior government, political or military official, or an immediate family member or close associate of such person (a "politically exposed person")?

____ Yes ____ No

If yes, which government _____, what position in the government _____, and, if an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person _____.

B. Subscriber Qualification

- 1. Accredited Investor.** Limited partnership interests in the Fund will be sold only to prospective investors who are “accredited investors” (as defined in Regulation D promulgated by the SEC pursuant to the Securities Act). Please indicate the basis of “accredited investor” status of the Subscriber by checking the applicable statement or statements.

- (a) Is the Subscriber a natural person whose individual *net worth*⁴ (or joint net worth with the Subscriber’s spouse or spousal equivalent (i.e., a cohabitant occupying a relationship generally equivalent to that of a spouse)) exceeds \$1,000,000?

____ Yes

____ No

- (b) Is the Subscriber a natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint annual income with the Subscriber’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year?

____ Yes

____ No

- (c) Is the Subscriber a natural person who qualifies as a “knowledgeable employee” (as defined in Rule 3c-5 promulgated under the Investment Company Act) of the Partnership or the General Partner or any of their respective applicable Affiliates?

____ Yes

____ No

- (d) Is the Subscriber a natural person who holds a qualifying certification, designation or credentials as designated by the U.S. Securities and Exchange Commission from time to time?⁵

____ Yes

____ No

- 2. Qualified Client.** Limited partnership interests in the Fund will be sold only to individual prospective investors who are “qualified clients” (as defined in Rule 205-3(d))

⁴ As used in this question B.1, “net worth” means total assets (excluding the value of the Subscriber’s principal residence and any indebtedness secured by the principal residence up to its fair market value) at fair market value less total liabilities (which includes any increase in a loan secured by the subscriber’s principal residence in the 60 days prior to the purchase of the securities, even if the loan amount does not exceed the value of the residence).

⁵ As of November 2020, the SEC has designated Financial Industry Regulatory Authority (1) Series 7 (General Sales Representative), (2) Series 65 (Investment Adviser Representative) and (3) Series 82 (Private Securities Offering Representative) as qualifying certifications.

promulgated under the Advisers Act). Please indicate the basis of “qualified client” status of the Subscriber by checking the applicable statement or statements.

- (a) Is the Subscriber a natural person who has a *net worth*⁶ (together with the assets held jointly with Subscriber’s spouse) of more than \$2,200,000?

____ Yes

____ No

- (b) Is the Subscriber a natural person who owns not less than \$5,000,000 in “investments” either separately or jointly or as community property with his or her spouse? Please see Annex A to this Subscriber Questionnaire for the definition, and method for calculating the value, of “investments.”

____ Yes

____ No

3. Type of Ownership Interest

Please indicate desired type of ownership of the Interest:

- ☐ One Individual; or
- ☐ Joint Tenants (rights of survivorship); or
- ☐ Tenants in Common (no rights of survivorship); or
- ☐ Community Property (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington or Wisconsin). ***PLEASE NOTE: if you are married and live in a community property state, both you and your spouse must sign the Signature Page to the Subscription Agreement.***

4. Tax Information

- (a) Is the Subscriber a United States citizen or permanent resident of the United States?

____ Yes

____ No

- (b) If you are purchasing an Interest with your spouse, is your spouse a United States citizen or permanent resident of the United States?

⁶ As used in this question B.2, “net worth” means total assets (excluding the value of the Subscriber’s principal residence and any indebtedness secured by the principal residence up to its fair market value) at fair market value less total liabilities (which includes any increase in a loan secured by the subscriber’s principal residence in the 60 days prior to the purchase of the securities, even if the loan amount does not exceed the value of the residence).

____ Yes

____ No

____ N/A

- (c) Please provide your U.S. state or foreign country of residence for tax purposes (and that of your spouse, if applicable): _____
- (d) The Subscriber reports his or her income for U.S. federal income tax purposes on the basis of a ____ calendar year, or ____ a fiscal year ending on _____

5. ERISA Information

- (a) Is the Subscriber purchasing the Interest with funds that constitute, directly or indirectly, assets of any employee benefit plan subject to Part 4 of Subtitle B of Title I of ERISA or a plan which to Section 4975 of the Code applies (such as an individual retirement account (“IRA”))?

____ Yes

____ No

PLEASE NOTE: If the above question was answered “Yes,” please also fill out Subsection 4 of Section B of Part II (“ERISA Information”).

PART II

TO BE COMPLETED BY CORPORATIONS, LIMITED LIABILITY COMPANIES, PARTNERSHIPS, TRUSTS AND OTHER ENTITIES

A. *General Information*

1. Is the Subscriber subscribing for the Interest as agent, nominee, trustee or otherwise on behalf of, for the account of or jointly with any other person or entity?

_____ Yes _____ No

2. Will any other person or persons have a beneficial interest in the Interest acquired (other than as a shareholder, partner, member, trust beneficiary or other beneficiary owner of equity interests in the Subscriber)?

_____ Yes _____ No

3. Does the Subscriber control, or is the Subscriber controlled by or under common control with, any other existing or prospective investor in the Fund?

_____ Yes _____ No

PLEASE NOTE: If any of the above questions were answered "Yes," please provide identifying information or contact the General Partner.

4. Legal form of Subscriber: _____

5. U.S. State or foreign jurisdiction in which Subscriber was incorporated or formed: _____

6. Date of incorporation or formation of Subscriber: _____

7. Is the Subscriber in any way affiliated with the General Partner or the Fund?

_____ Yes _____ No

If yes, please describe the relationship below.

8. Is the Subscriber in any way affiliated with a senior government, political or military official, or an immediate family member or close associate of such person (a “politically exposed person”)?

_____ Yes _____ No

If yes, which government _____, what position in the government _____, and, if an immediate family member or close associate of a politically exposed person, what relationship to the politically exposed person _____.

9. Authorized individual who is executing the Subscription Agreement on behalf of the investing entity is:

Name: _____

Current position or title: _____

Telephone number: _____

Facsimile number: _____

B. *Subscriber Qualification*

1. **Accredited Investor.** Limited partnership interests in the Fund will be sold only to investors who are “accredited investors” (as defined in Regulation D promulgated by the SEC pursuant to the Securities Act). Please indicate the basis of “accredited investor” status of the Subscriber by checking the applicable statement or statements.

- ☐ The Subscriber has total assets in excess of \$5,000,000, was not formed for the purpose of investing in the Fund and is one of the following:
 - a corporation
 - a partnership
 - a limited liability company
 - a Massachusetts or similar business trust
 - a tax-exempt organization described in Section 501(c)(3) of the Code.
- ☐ The Subscriber is a trust with total assets in excess of \$5,000,000 which was not formed for the purpose of investing in the Fund and whose decision to invest in the Fund and the decision to purchase the interests in the Fund is directed by a “sophisticated person” as defined in Rule 506(b)(2)(ii) of Regulation D promulgated under the Securities Act.
- ☐ The Subscriber is (a) a bank as defined in Section 3(a)(2) of the Securities Act, a savings and loan association, building and loan association, cooperative bank, homestead association or similar institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity, (b) a broker-dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of

1934, as amended, (c) an investment company registered under the Investment Company Act, (d) an insurance company as defined in Section 2(13) of the Securities Act, (e) a U.S. Securities and Exchange Commission- or state-registered investment adviser or (f) an exempt reporting adviser under Section 203(m) or Section 203(l) of the Advisers Act.

- ☐ The Subscriber is (a) a “family office” (as defined in Rule 202(a)(11)(G)-1 promulgated under the Advisers Act, the “Family Office Rule”) (i) that has assets under management in excess of \$5,000,000, (ii) that was not formed for the specific purpose of acquiring the interests in the Fund and (iii) whose prospective investment is directed by a Person who has such knowledge and experience in financial and business matters such that the Subscriber is capable of evaluating the merits and risks of the prospective investment, or (b) a “family client” (as defined in the Family Office Rule) of a family office that meets the requirements in part (a) above.
- ☐ The Subscriber is an employee benefit plan within the meaning of ERISA (including an individual retirement account (“IRA”)), which satisfies at least one of the following conditions:
 - ☐ it has total assets in excess of \$5,000,000; or
 - ☐ the investment decision is being made by a plan fiduciary as defined in Section 3(21) of ERISA which is a bank, savings and loan association, insurance company or registered investment adviser; or
 - ☐ it is a self-directed plan (i.e., a tax-qualified defined contribution plan in which a participant may exercise control over the investment of assets credited to the participant’s account) and the decision to invest is made by those participants investing, and each such participant qualifies as an accredited investor.
- ☐ The Subscriber is an employee benefit 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, which has total assets in excess of \$5,000,000.
- ☐ The Subscriber is an entity in which all of the equity owners are Accredited Investors. *If this box is checked, each equity owner must complete and submit to the Fund a copy of the questions in this Section B.1 Accredited Investor along with an original executed signature page. If necessary, please request additional copies of the Subscription Booklet from the Fund.*
- ☐ The Subscriber is an entity of a type not otherwise described in the other items of this Annex 2, Part A (including, without limitation, (a) an Indian tribe or a division or instrumentality thereof, (b) a federal, state, territorial, or local governmental body, or (c) a fund or entity organized under the laws of a foreign

country) (i) that owns “investments” in excess of \$5,000,000 and (ii) was not formed for the specific purpose of acquiring the Interests.

If the Subscriber does not qualify in an accredited category above (and is not a natural person or grantor trust), please indicate this in the space provided below.

____ The Subscriber does not qualify in any accredited investor category indicated above.

2. **Qualified Client.** Limited partnership interests in the Fund will be sold only to prospective investors who are “qualified clients” (as defined in Rule 205-3(d) promulgated under the Advisers Act). Please indicate the basis of “qualified client” status of the Subscriber by checking the applicable statement or statements.

- (a) Is the Subscriber an entity formed for the purpose of investing in the Fund, and is each natural person holder of an equity interest in the Subscriber a Qualified Client that meets the test set forth in Part I, Question B.2? *Each holder of an equity interest in the Subscriber should complete the Subscription Questionnaire and submit it to the General Partner.*

____ Yes ____ No

- (b) Is the Subscriber an entity with a net worth exceeding \$2,200,000?

____ Yes ____ No

- (c) Is the Subscriber a “qualified purchaser” (as defined in Section 2(a)(51)(A) of the Investment Company Act and the regulations issued thereunder)?

____ Yes ____ No

Please indicate the basis of “qualified purchaser” status of the Subscriber by checking the applicable statement or statements.

- ☐ The Subscriber is an entity, acting for its own account or the accounts of other “qualified purchasers,” that in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in “investments.” (*See Annex A to this Subscriber Questionnaire for the definition, and method for calculating the value, of “investments.”*)
- ☐ The Subscriber is a “family company” that owns not less than \$5,000,000 in “investments.” (*See Annex A to this Subscriber Questionnaire for the definition, and method for calculating the value, of “investments.”*) A “family company” means any company (including a trust, partnership, limited liability company, or corporation) that is owned directly or indirectly by or for (i)(A) two or more natural persons who are related as siblings, spouses or former spouses, or as direct lineal descendants by birth or adoption, or (B) spouses of such persons, (ii) estates

of such persons, or (iii) foundations, charitable organizations, or trusts established by or for the benefit of such persons.

- ☐ The Subscriber is an entity (other than a trust), each of the beneficial owners of which is a “qualified purchaser.” *If this box is checked, each beneficial owner must complete and submit to the Fund a copy of the questions in this Section B.2 Qualified Purchasers along with an original executed signature page. If necessary, please request additional copies of the Subscription Booklet from the Fund.*
- ☐ The Subscriber is a trust that was not formed for the specific purpose of acquiring Interests, each trustee (or other person authorized to make decisions with respect to the trust) and each grantor (or other person who has contributed assets to the trust) of which are “qualified purchasers.” *If this box is checked, each trustee (or other person authorized to make decisions with respect to the trust) and each grantor (or other person who has contributed assets to the trust) must complete and submit to the Fund a copy of the questions in this Section B.2 Qualified Purchasers along with an original executed signature page. If necessary, please request additional copies of the Subscription Booklet from the Fund.*
- ☐ The Subscriber is a “qualified institutional buyer” (as defined in paragraph (a) of Rule 144A promulgated under the Securities Act (“Rule 144A”)) that is acting for its own account, the account of another “qualified institutional buyer,” or the account of a “qualified purchaser” and is an entity of the type described below:
 - (a) a dealer described in paragraph (a)(1)(ii) of Rule 144A that owns and invests on a discretionary basis at least \$25,000,000 in securities of issuers that are not affiliated persons of the dealer, or
 - (b) a plan described in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund described in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, the investment decisions of which are made solely by the fiduciary, trustee, or sponsor of such plan.
- ☐ The Subscriber is a “qualified institutional buyer” (as defined in paragraph (a) of Rule 144A) that (i) is not (A) a dealer described in paragraph (a)(1)(ii) of Rule 144A, (B) a plan described in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A or (C) a trust fund described in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, and (ii) is acting for its own account, the account of another “qualified institutional buyer,” or the account of a “qualified purchaser.”
- ☐ The Subscriber (i) is an “investment company” which is not registered under the Investment Company Act in reliance on Section 3(c)(1) or Section 3(c)(7) thereof, (ii) has one or more direct beneficial owners that acquired an interest in the Subscriber on or before April 30, 1996, and (iii) has obtained the consent of such beneficial owners to be treated as a “qualified purchaser” (as defined in Section

2(a)(51)(A) of the Investment Company Act and the regulations promulgated thereunder).

3. Supplemental Data

Was the Subscriber organized for the specific purpose of acquiring the Interest?

____ Yes ____ No

PLEASE NOTE: If the answer to question is "Yes", each Person who is an equity owner of the Subscriber must complete a copy of the Subscriber Questionnaire as if such person were directly purchasing an Interest.

4. ERISA Information.

- (a) Is the Subscriber, or the entity on whose behalf the Subscriber is acting, (x) an employee benefit plan subject to Part 4 of Subtitle B of Title I of ERISA, (y) a plan to which Section 4975 of the Code is applicable (such as an individual retirement account ("IRA")), or (z) an entity, the underlying assets of which include "plan assets" by reason of ERISA or the Plan Assets Regulation?

____ Yes ____ No

If the answer to question 4(a) is "Yes," please indicate the percentage of the entity that constitutes (or will constitute) "plan assets" for purposes of ERISA and the Plan Assets Regulation: ____%. IF THIS (a) IS INITIALED, BUT DOES NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU HAD FILLED IN 100% IN THE BLANK SPACE.

- (b) Is the Subscriber, or the entity on whose behalf the Subscriber is acting, a governmental, church, non-U.S. or other plan subject to any federal, state, local, non-U.S. or other law or regulation that contains one or more provisions that are (x) similar to any of the fiduciary responsibility or prohibited transaction provisions contained in Title I of ERISA or Section 4975 of the Code and/or (y) similar to the provisions of the Plan Assets Regulation or that would otherwise provide that the assets of the Fund could be deemed to include "plan assets" under such law or regulation?

____ Yes ____ No

If the answer to question 4(b) is "Yes," will the purchase or holding of Interests subject the Fund or the General Partner to the provisions of any such law or regulation?

____ Yes ____ No

- (c) Is the Subscriber an insurance company purchasing Interests with assets of its general account (or the assets of a wholly owned subsidiary of its general account)?

____ Yes

____ No

If the answer to question 4(c) is “Yes,” please indicate the percentage of the general account that constitutes (or will constitute) “plan assets” for purposes of ERISA and the Plan Assets Regulation: ____%. IF THIS (c) IS INITIALED, BUT DOES NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU HAD FILLED IN 100% IN THE BLANK SPACE.

- (d) Is the Subscriber a person that has discretionary control over the assets of the Fund or provides investment advice for a fee with respect to such assets, or is the Subscriber an affiliate of such a person?

____ Yes

____ No

5. Tax Information

- (a) Is the Subscriber a “United States person” as defined in Section 7701(a)(30) of the Code and the regulations promulgated thereunder?⁷

____ Yes

____ No

- (b) Please provide the Subscriber’s U.S. state or foreign country of residence for tax purposes:

- (c) Is the Subscriber exempt from U.S. federal income tax (e.g., a qualified employee benefit plan or trust, retirement account, charitable remainder trust, or a charitable foundation or other tax-exempt organization described in Section 501(c)(3) of the Code)?

____ Yes

____ No

- (d) Is the Subscriber treated as a disregarded entity for U.S. federal income tax purposes?

⁷ As per Section 7701(a)(30) of the Code and the regulations promulgated thereunder, “United States person” means: (i) a citizen or resident of the United States, (ii) a U.S. partnership, (iii) a U.S. corporation, (iv) any estate (other than a non-United States estate, within the meaning of Section 7701(a)(31)) of the Code, or (v) any 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.

_____ Yes _____ No

If the answer to question 5(d) is “Yes,” is the owner of the Subscriber a “United States person”?

_____ Yes _____ No

- (e) Is the Subscriber a non-U.S. partnership, a non-U.S. “simple trust” or a non-U.S. “grantor trust” for U.S. federal income tax purposes?

_____ Yes _____ No

- (f) Is the Subscriber a grantor trust, S corporation or an entity treated as a partnership for U.S. federal income tax purposes?

_____ Yes _____ No

- (g) If question (f) above was answered “Yes,” please indicate whether or not:

(i) more than fifty percent (50%) of the value of the ownership interest of any beneficial owner in the Subscriber is (or may at any time during the existence of the Fund be) attributable to the Subscriber’s (direct or indirect) interest in the Fund;

_____ Yes _____ No

or

(ii) it is a principal purpose of the Subscriber’s participation in the Fund to permit the Fund to satisfy the 100 partner limitation contained in U.S. Treasury Regulation Section 1.7704-1(h)(3).

_____ Yes _____ No

- (h) The Subscriber reports income for U.S. federal income tax purposes on the basis of:

_____ a calendar year, or _____ a fiscal year ending on _____.

- (i) Is the Subscriber entitled to the benefits of an income tax treaty with respect to U.S. tax imposed on any distributions that might be made by the Fund?

_____ Yes _____ No

If yes, please identify the applicable tax treaty and applicable withholding rate: _____

- (j) Each Subscriber must select and complete the appropriate U.S. tax withholding form from the list below and indicate, by checking the appropriate box, which form has been submitted together with this Subscription Agreement.

Each prospective investor in the Fund is required to submit appropriate tax forms. If you are a citizen or resident of the United States for U.S. federal income tax purposes, properly complete and sign IRS Form W-9 “Request for Taxpayer Identification Number and Certification” in accordance with the instructions accompanying such form. If you are not a “United States person” for U.S. federal income tax purposes, properly complete and sign IRS Form W-8BEN “Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals),” Form W-8BEN-E “Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities),” 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,” Form W-8EXP “Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting” or Form W-8IMY “Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting,” as applicable, in accordance with the instructions accompanying the appropriate form (including by attaching applicable withholding statements, withholding certificates and/or other documentary evidence).

The most current versions of such forms and accompanying instructions are located at the websites:

<input type="checkbox"/> Form W-9 http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf	<input type="checkbox"/> Form W-8EXP http://www.irs.ustreas.gov/pub/irs-pdf/fw8exp.pdf
Instructions for Form W-9 http://www.irs.ustreas.gov/pub/irs-pdf/iw9.pdf	Instructions for W-8EXP http://www.irs.ustreas.gov/pub/irs-pdf/iw8exp.pdf
<input type="checkbox"/> Form W-8BEN http://www.irs.ustreas.gov/pub/irs-pdf/fw8ben.pdf	<input type="checkbox"/> Form W-8IMY http://www.irs.ustreas.gov/pub/irs-pdf/fw8imy.pdf
Instructions for W-8BEN http://www.irs.ustreas.gov/pub/irs-pdf/iw8ben.pdf	Instructions for W-8IMY http://www.irs.ustreas.gov/pub/irs-pdf/iw8imy.pdf
<input type="checkbox"/> Form W-8BEN-E http://www.irs.ustreas.gov/pub/irs-pdf/fw8bene.pdf	<input type="checkbox"/> Form W-8ECI http://www.irs.ustreas.gov/pub/irs-pdf/fw8eci.pdf
Instructions for W-8BEN-E http://www.irs.ustreas.gov/pub/irs-pdf/iw8bene.pdf	Instructions for W-8ECI http://www.irs.ustreas.gov/pub/irs-pdf/iw8eci.pdf

PART III
TTV Fund VI, L.P.
Subscriber Information Page

Mr., Mrs., Ms., Dr. _____ Sr., Jr., II, III, IV, Esq., CPA

Street Address

Address: _____ Telephone: _____

Fax: _____

City: _____ State: _____ Zip: _____ E-mail: _____

Mailing Address (if other than Street Address)

Address: _____ Telephone: _____

Fax: _____

City: _____ State: _____ Zip: _____ E-mail: _____

Subscriber Name: _____

Subscriber Type:

☐ Individual ☐ Joint Rights of ☐ Trust ☐ Partnership ☐ Corporation ☐ L.L.C.
Survivorship

☐ IRA ☐ Tenants in Common ☐ Community Property Other: _____

Social Security/Tax ID No.: _____ Spouse's Social Security: _____
(if necessary)

State, or if not in the U.S., Country in which this Agreement was signed: _____

Date of Execution: _____ Total Commitment Amount: \$ _____

Distribution Information – Please Check One:

☐ I prefer to have distributions wired to the following financial institution:

Bank Name: _____ Swift Code*: _____

Bank ABA#: _____ For Further Credit to: _____

City/State/Country: _____ Account Name: _____

Account Name: _____ Account #: _____

Account #: _____

☐ I prefer to receive distributions by check.

* Required for U.S. dollar wire transfer to non-U.S. banks. Please contact your bank for more information.

PART IV
TTV Fund VI, L.P.
Patriot Act Questionnaire

Please provide the Fund with the following information about _____ (the "Subscriber"). Please feel free to attach any materials appropriate to explain the answers below.

- (1) Location of principal place of business of the Subscriber:

- (2) Identity of each beneficial owner of the Subscriber, if applicable:

- (3) Is the Subscriber or any such beneficial owner a national or state government organization?

Yes ☐ No ☐

If yes, please explain: _____

- (4) Is the primary business of the Subscriber or any such beneficial owner subject to regulation under U.S. federal law or comparable national laws in the Subscriber's or such beneficial owner's country of organization?

Yes ☐ No ☐

If yes, please explain the type of regulation to which the Subscriber or such beneficial owner(s) are subject: _____

- (5) Does the Subscriber have an anti-money laundering program in place?

Yes ☐ No ☐

If yes, please describe: _____

**SIGNATURE PAGE FOR THE SUBSCRIPTION AGREEMENT AND THE
SUBSCRIBER QUESTIONNAIRE**

This page constitutes the Signature Page for the Subscription Agreement and the Subscriber Questionnaire relating to the offering of limited partnership interests in the Fund. Execution of this Signature Page constitutes execution of the Subscription Agreement and the Subscriber Questionnaire.

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement and Subscriber Questionnaire this ____ day of _____, 2021.

\$ _____
Requested Capital Commitment

Name of Subscriber (print or type)

By: _____
(Signature, if individual)

By: _____
(Spouse's Signature, if applicable)*

By: _____
(Signature, if executing on behalf of entity)

Name: _____

Title: _____

* If the Subscriber is married and lives in Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington or Wisconsin, both the Subscriber and the Subscriber's spouse must sign this Signature Page.

**AMENDED AND RESTATED
LIMITED PARTNERSHIP AGREEMENT
OF
TTV FUND VI, L.P.**

LIMITED PARTNER SIGNATURE PAGE

The undersigned hereby executes, enters into and agrees to be bound by the Amended and Restated Limited Partnership Agreement of TTV Fund VI, L.P., dated _____ 2021.

Name of Limited Partner (print or type)

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

TTV FUND VI, L.P.

[-Acceptance Signature Page-]

The foregoing Subscription
Agreement is hereby accepted
in full/ in part (circle one)
for a Capital Commitment
of \$_____ as of the date hereof.

TTV FUND VI, L.P.

By: TTV GP VI, LLC, its General Partner

By: _____
Name: Gardiner W. Garrard III
Title: Managing Member

Date: _____

ANNEX A TO INVESTOR QUESTIONNAIRE

DEFINITION OF “INVESTMENTS”

For determining whether the Subscriber is a “qualified purchaser,” the term “investments” means:

Securities (as defined by Section 2(a)(1) of the Securities Act), other than securities of an issuer that controls, is controlled by, or is under common control with, the Subscriber that owns such securities, unless the issuer of such securities is an “investment vehicle” or a “public company,” or has more than \$50,000,000 in equity, as reflected on such company’s most recent financial statements which present such equity information as of a date within 16 months preceding the date on which the Subscriber acquires Interests. The term “investment vehicle” includes an “investment company” (whether U.S. or offshore), 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 a commodity pool. The term “public company” includes all companies that file reports pursuant to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, or have a class of securities that are listed on a “designated offshore securities market,” as defined by Regulation S;

Real estate held for investment purposes so long as it is not used by the prospective “qualified purchaser” or a close relative (generally, a sibling, spouse, former spouse, direct ancestor or descendent, or a spouse of such an ancestor or descendent) for personal or business purposes. However, real estate owned by a prospective “qualified purchaser” who is primarily in the real estate business is includable as an “investment” even if it is held by the owner;

“Commodity interests” or a “physical commodity” held for investment purposes by the Subscriber. “Commodity interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities traded on or subject to the rules of (i) any contract market designated for trading such transactions under the U.S. Commodity Exchange Act of 1974, as amended (the “Commodity Exchange Act”), and the rules thereunder, or (ii) any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act. “Physical commodity” means any physical commodity with respect to which a “commodity interest” is traded on a market specified in the definition of “commodity interests” above;

To the extent not securities, “financial contracts” entered into for investment purposes or in connection with investments. “Financial contracts” means any arrangement that (i) takes the form of an individually negotiated contract, agreement, or option to buy, sell, lend, swap, or repurchase, or other similar individually negotiated transaction commonly entered into by participants in the financial markets; (ii) is in respect of securities, commodities, currencies, interest or other rates, other measures of value, or any other financial or economic interest similar in purpose or function to any of the foregoing; and (iii) is entered into in response to a request from a counterparty for a quotation, or is otherwise entered into and structured to accommodate the objectives of the counterparty to such arrangement;

In the case of a Subscriber that is a “commodity pool operator” or an “investment

company” excepted from registration by Section 3(c)(1) or 3(c)(7) of the Investment Company Act, any amounts payable to such Subscriber pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Subscriber upon the demand of the Subscriber; and

Cash and cash equivalents (including foreign currencies) held for investment purposes. “Cash and cash equivalents” include bank deposits, certificates of deposits, bankers acceptances and similar bank instruments held for investment purposes, and the net cash surrender value of an insurance policy.

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

For purposes of determining the amount of “investments” owned by a Subscriber, “investments” of a parent company of the Subscriber and its majority-owned subsidiaries may be aggregated to meet the minimum “investment” amount requirements, regardless of which company is the Subscriber.

For purposes of determining the amount of “investments” owned by a Subscriber that is a natural person, there may be included any “investment” held jointly or as community property with such Subscriber’s spouse. In determining whether spouses who are making a joint investment in the Fund are qualified purchasers, there may be included in the amount of each spouse’s “investments” any “investments” owned by the other spouse (whether or not such “investments” are held jointly).

In determining whether a natural person is a qualified purchaser, there may be included in the amount of such person’s “investments” any “investments” held in an individual retirement account or similar account the investments of which are directed by and held for the benefit of such person.

VALUATION OF INVESTMENTS

In determining the value of “investments” in order to ascertain “qualified purchaser” status of a Subscriber, the aggregate amount of “investments” owned and invested on a discretionary basis by the Subscriber shall be the investments’ fair market value on the most recent practicable date or their cost provided that the same method must be used for all “investments.” However,

In the case of “commodity interests,” the amount of “investments” is the value of the initial margin or option premium deposited in connection with such “commodity interests”; and

In each case, there shall be deducted from the amount of such “investments” the following amounts:

The amount of any outstanding indebtedness incurred by the prospective “qualified purchaser” to acquire such “investments”; and

In the case of a “family company” (as defined in Part II, Section B.2 of the Subscription

Agreement), in addition to the amounts specified above, any outstanding indebtedness incurred by an owner of the “family company” to acquire the “family company’s” “investments.”