## MSL

Title	Provision	Original recipient(s)	Entitled To Elect	Elected By	MFN	Tags
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Amendment and Termination	This Agreement may be amended or _terminated_ only by written agreement of [both parties].	Blue Bell Pension Fund,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Pension Fund D, Pension Fund N, Pension Fund R, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,	-	Y	-
Anti-Money Laundering	The Investor agrees to provide such information and take such other actions as the Fund or the Manager may reasonably request to comply with applicable anti-money laundering laws and regulations.	Investment Authority L,	Capital Management Q, Investment Authority B, Public Employees Retirement Association,	-	Y	-
Anti-Money Laundering	The Investor agrees to comply with all anti-money laundering laws and regulations and to provide any requested documentation.	Investment Authority L,	Capital Management Q, Investment Authority B, Public Employees Retirement Association,	-	Y	-
Carried Interest	The Manager shall be entitled to a carried interest of [X]% of the Fund's profits. Such carried interest shall be calculated and paid to the Manager at the time of any distribution of profits or other liquidation of the Fund.	Pension Fund R, Asset Management Corporation, Public Employees Retirement Association,	Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Pension Fund N, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,	-	Y	-
Clawback	If the carried interest paid to the Manager pursuant to Section [X] hereof is subsequently reduced, and the Manager has already received payment of such carried interest, the Manager shall promptly pay to the Fund an amount equal to such reduction.	Investment Manager S, Investment Authority B,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund O,	-	Y	-

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Clawback	The Fund may require the Investor to return all or a portion of the distributions received in certain circumstances.	Pension Fund N,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,		Y	
Co-Investment Opportunities	The Manager agrees to provide the Investor with the opportunity to participate in co-investment opportunities alongside the Fund, subject to the Fund's investment guidelines and the Investor's prorata share of such opportunities.	Blue Bell Pension Fund,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Pension Fund D, Pension Fund N, Pension Fund R, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,	-	Y	
Confidentiality	The Investor agrees to keep confidential all information and data provided by the Fund or any other party in relation to the Fund.	Pension Fund N,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,	-	Y	_
Confidentiality	Both parties agree to keep the terms and existence of this Side Letter Agreement confidential, except to the extent required by law or regulation[1].	Blue Bell Pension Fund,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Pension Fund D, Pension Fund N, Pension Fund R, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,		Y	

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Fees and Expenses	The management fee for the fund shall be 2% per annum.	Sovereign Wealth Fund O,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A,		Y	
Fee Structure	In consideration of the Investor's commitment, the Manager agrees to adjust the fee structure for the Investor as follows: • Management Fee: 5% • Performance Fee: 0.5%	Blue Bell Pension Fund,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Pension Fund D, Pension Fund N, Pension Fund R, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,	-	Y	_
Governing Law	This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], and the parties submit to the exclusive jurisdiction of the courts of [Jurisdiction].	Investment Management Firm P,	Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A,	-	Y	-
Governing Law	This Agreement shall be governed by and construed in accordance with the laws of LUXEMBOURG.	Blue Bell Pension Fund,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Pension Fund D, Pension Fund N, Pension Fund R, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,	-	Y	-
Investor Representations	The Investor represents and warrants to the Fund and the Manager that it is acquiring an interest in the Fund for its own account for investment purposes only and not with a view to the distribution thereof.	Endowment Fund C, Sovereign Wealth Fund E,	-	-	N	-
Management Fee	The Manager shall be entitled to a management fee equal to [X]% per annum of the net asset value of the Fund, payable quarterly in arrears.	Global Pension Fund, Sovereign Wealth Fund A,	_	-	N	-

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Reporting and Communication	The Manager agrees to provide the Investor with [Specify Additional Reporting or Communication], beyond the standard reporting requirements outlined in the Fund's OFFERING DOCUMENTS.	Blue Bell Pension Fund,	Asset Management Corporation, Capital Management Q, Endowment Fund C, Investment Authority B, Investment Authority L, Investment Management Firm F, Investment Management Firm P, Investment Manager S, Pension Fund D, Pension Fund N, Pension Fund R, Public Employees Retirement Association, Research Group T, Sovereign Wealth Fund A, Sovereign Wealth Fund E, Sovereign Wealth Fund O,	-	Y	-
Transfer Restrictions	The Investor shall not transfer, sell, pledge, hypothecate, or otherwise dispose of any interest in the Fund, except as permitted under this Agreement.	Pension Fund D, Investment Management Firm F,	-	-	N	-

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