

**HUNTER POINT CAPITAL GPFS – PREFERRED (ONSHORE), L.P.  
HUNTER POINT CAPITAL GPFS – PREFERRED (OFFSHORE), L.P.**

**Private Placement of  
Limited Partner Interests**

---

**SUBSCRIPTION BOOKLET**

---

*Please direct any questions regarding the terms and provisions of this offering or regarding the subscription procedure to Jon Hays (212-970-0740 or [jhays@hunterpointcapital.com](mailto:jhays@hunterpointcapital.com)) of Hunter Point Capital GPFS – Preferred GP LLC or Susan Eisenberg (713-836-3391 or [susan.eisenberg@kirkland.com](mailto:susan.eisenberg@kirkland.com)) of Kirkland & Ellis LLP.*

## **SUBSCRIPTION BOOKLET**

### **TABLE OF CONTENTS**

This subscription booklet (the “Subscription Booklet”) contains the materials necessary to enable interested and qualified investors to subscribe for limited partner interests in Hunter Point Capital GPFS – Preferred (Onshore), L.P. or Hunter Point Capital GPFS – Preferred (Offshore), L.P.

Enclosed are the following documents:

#### **All Subscribers**

1.	Checklist and Instructions .....	Tab 1
2.	Investor Qualification Statements .....	Tab 2
3.	Anti-Money Laundering & Know-Your-Client Checklist .....	Tab 3
4.	Signature Pages.....	Tab 4
5.	Subscription Agreement .....	Tab 5
6.	Power of Attorney.....	Tab 6
7.	Privacy Notices .....	Tab 7

#### **Tax Forms: U.S. Subscribers Only**

8.	IRS Form W-9 .....	Tab 8
----	--------------------	-------

#### **Tax Forms: Non-U.S. Subscribers Only**

9.	Qualified Foreign Pension Fund (“QFPF”) Certificate .....	Tab 9
----	---	-------

#### **Management Fee Rebate**

10.	Election Form.....	Tab 10
-----	--------------------	--------

# TAB 1

## CHECKLIST AND INSTRUCTIONS

## CHECKLIST

Detailed Instructions for Subscribers follow, which you should review. This checklist is provided solely for your convenience.

A completed copy of each of the materials described below should be forwarded to legal counsel for Hunter Point Capital GPFS – Preferred (Onshore), L.P. and Hunter Point Capital GPFS – Preferred (Offshore), L.P. at the following address:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attn.: John Folkerth  
Phone: 212-390-4421  
Fax: 212-446-4900  
Email: KEHunterPoint@kirkland.com

### **For All Subscribers (U.S. and Non-U.S.):**

- ☐ The Subscription Agreement, including Appendix II (containing a consent to electronic delivery of Schedules K-1, account statements, confirmations and transaction reports and notices) and the Power of Attorney must be reviewed in their entirety.
- ☐ The Investor Qualification Statement applicable to you (either for Individuals or Entities) must be completed in its entirety.
- ☐ Provide the applicable documentation required by the Anti-Money Laundering & Know-Your-Client Checklist.
- ☐ Signature Pages set forth in Tab 4 (consisting of four total pages) must be completed in their entirety, executed and witnessed or notarized (where applicable).
  - ☐ Signature Page to Subscription Agreement (one copy)
  - ☐ Signature Page to Power of Attorney (one copy)

*The Power of Attorney must be (i) notarized if the Subscriber is a United States person and/or is executing the Power of Attorney in the United States or (ii) witnessed or notarized if the Subscriber is a non-United States person and is not executing the Power of Attorney in the United States.*
  - ☐ Signature Page to the applicable Investor Qualification Statement (one copy)
  - ☐ Signature Page to the Electronic Schedule K-1 and Other Reports and Notices Consent Form (one copy)

### **For U.S. Subscribers Only:**

- ☐ Executed IRS Form W-9, which can be accessed at <https://www.irs.gov/forms-pubs/about-form-w-9>.

**For Non-U.S. Subscribers Only:**

- ☐ Executed IRS Form W-8BEN, W-8BEN-E, W-8ECI, W-8IMY or W-8EXP, as applicable, which can be accessed at <https://www.irs.gov/businesses/corporations/fatca-related-forms>.
- ☐ QFPF Certification (only required to be completed by a Subscriber (or, if applicable, its Tax Owner (as defined in the QFPF Certification)) that is a “qualified foreign pension fund” as defined in Section 897(l) of the United States Internal Revenue Code of 1986, as amended (the “Code”).

**Management Fee Rebate:**

- ☐ The Election Form (only required to be completed by a Subscriber that would like to receive its share of any remaining excess amounts of fee reduction).

**HUNTER POINT CAPITAL GPFS – PREFERRED (ONSHORE), L.P.**  
**HUNTER POINT CAPITAL GPFS – PREFERRED (OFFSHORE), L.P.**

**INSTRUCTIONS FOR SUBSCRIBERS**

This Subscription Booklet relates to the offering of limited partner interests in Hunter Point Capital GPFS – Preferred (Onshore), L.P., a Delaware limited partnership (the “Onshore Fund”) and Hunter Point Capital GPFS – Preferred (Offshore), L.P., a Delaware limited partnership (the “Offshore Fund”) and, collectively with the Onshore Fund, the “Partnership”). The Onshore Fund and the Offshore Fund will operate as two parallel funds generally participating on a pro rata basis in each Partnership investment as set forth in the Agreement of Limited Partnership of each of the Onshore Fund and the Offshore Fund, and any existing amendments thereto (such agreements, as amended, restated, supplemented, waived and/or otherwise modified from time to time in accordance with their respective terms, collectively, the “Partnership Agreement”).

A person or entity proposing to make an investment (a “Subscriber”) may invest in either the Onshore Fund or the Offshore Fund. The Offshore Fund is intended for certain Tax Exempt Partners and Non-U.S. Partners who are sensitive to the incurrence of UBTI, ECI or CAI (as defined in the Agreement of Limited Partnership of the Offshore Fund), respectively, as further described in the confidential Private Placement Memorandum of the Partnership, as amended and supplemented on or prior to the initial acceptance date for this subscription, and the Partnership Agreement. Each Subscriber is urged to consult with its own tax counsel regarding whether the Onshore Fund or the Offshore Fund is suitable for such Subscriber and may elect to participate in either the Onshore Fund or the Offshore Fund by checking the applicable box on the Subscription Agreement signature page contained in Tab 4.

Please print, complete, execute and return in its entirety each of the applicable documents referenced in this Subscription Booklet. Each of the applicable documents must be completed and properly executed by the Subscriber before a subscription will be accepted by Hunter Point Capital GPFS – Preferred GP LLC (the “General Partner”).

The General Partner reserves the right at any time to accept or reject all or any portion of any subscription at one or more closings in its sole discretion. If a subscription is accepted, the Subscriber will receive (i) a copy of the accepted Subscription Agreement, including the General Partner Acceptance Page, and (ii) a copy of the executed Agreement of Limited Partnership of the Onshore Fund or the Offshore Fund, as applicable, and any then-effective amendments thereto.

***Please direct any questions regarding the terms and provisions of this offering or regarding the subscription procedure to Jon Hays (212-970-0740 or [jhays@hunterpointcapital.com](mailto:jhays@hunterpointcapital.com)) of the General Partner or Susan Eisenberg (713-836-3391 or [susan.eisenberg@kirkland.com](mailto:susan.eisenberg@kirkland.com)) of Kirkland & Ellis LLP.***

## General Instructions

1. **Investor Qualification Statement (IQS).** Two forms of the Investor Qualification Statement (“IQS”) are included in this Subscription Booklet.
  - (a) **IQS for Individuals.** The IQS for Individuals must be completed by any Subscriber that is a natural person (*i.e.*, an individual) or a natural person investing through a *revocable* grantor trust, an individual retirement account or a self-directed employee benefit plan. In the event the Subscriber consists of more than one natural person subscribing as joint tenants or tenants in common (other than a married couple subscribing as joint tenants), each should complete a separate IQS. If you are a married couple subscribing as joint tenants, only one IQS for Individuals is required; however, both spouses will need to execute the IQS signature page (as further set forth below).
  - (b) **IQS for Entities.** The IQS for Entities must be completed by any Subscriber that is a corporation, partnership, limited liability company, trust, retirement system or similar entity, and, as applicable, such Subscriber must make the additional representations, warranties and covenants set forth in the IQS for Entities.
  - (c) **IQS Signature Page.** On the signature page fill in: (i) the date the IQS was signed by (or on behalf of) the Subscriber, (ii) the Subscriber’s printed name and (iii) the Subscriber’s signature (or in the case of an authorized representative signing on behalf of a Subscriber that is not an individual, such representative’s signature and title as an authorized representative). This signature page does *not* need to be notarized or witnessed.
2. **Anti-Money Laundering & Know-Your-Client Checklist.** Each Subscriber must provide the applicable information and documentation required in the Anti-Money Laundering & Know-Your-Client Checklist (the “AML Checklist”). The execution of the Subscription Agreement signature pages will constitute for all purposes the execution of the AML Checklist.
3. **Subscription Agreement.** On the signature page to the Subscription Agreement (the “Subscription Agreement”) fill in: (a) the date the Subscription Agreement was signed by or on behalf of the Subscriber; (b) the total amount of the Subscriber’s desired commitment; (c) the Subscriber’s formal notice and other contact information; (d) the Subscriber’s printed, full legal name; (e) the Subscriber’s signature (or in the case of an authorized representative signing on behalf of an entity, such person’s signature and title as an authorized representative); and (f) the applicable box for the Onshore Fund or the Offshore Fund. The Subscription Agreement signature page does *not* need to be notarized. By returning an executed Subscription Agreement, the Subscriber authorizes the General Partner and its

agents or legal advisers to date and deliver this Subscription Agreement on the Subscriber's behalf at closing.

4. **Power of Attorney.** On the Power of Attorney (the "Power of Attorney") signature page fill in: (a) the date the Power of Attorney was signed by (or on behalf of) the Subscriber; (b) the Subscriber's printed, full legal name; and (c) the Subscriber's signature (or, in the case of an authorized representative signing on behalf of an entity, such person's signature and title as an authorized representative). *The Power of Attorney must be duly executed by or on behalf of the Subscriber and must be notarized to the extent required.*
5. **Instruction for Attorneys-In-Fact Signing on behalf of a Subscriber.** If any of the subscription documents included or referenced in this Subscription Booklet are executed for a Subscriber by its attorney-in-fact, a copy of the applicable power of attorney must be provided to Kirkland & Ellis LLP together with the executed subscription documents. In addition, the signatory must clearly disclose any principal/agent relationship by indicating in the signature block that such party is signing as an agent (e.g., "(name of agent) as agent for (name of principal)").
6. **Instruction for a Signatory Signing on behalf of a Subscriber.** In case that the Subscriber is an entity, documentation must be provided to the General Partner evidencing the authority of the Subscriber's signatories to sign the above documents on its behalf (e.g., minutes or resolutions approving the investment in the Partnership and authorization of persons to sign on behalf of the Subscriber).
7. **Privacy Notice.** Please see the privacy notices contained in Tab 7 for a description of the General Partner's (and its related parties') processing of personal data in connection with this Subscription Booklet and the Partnership.
  - (a) The Privacy Notice, which is provided to the Subscriber as a result of the privacy notice and disclosure regulations promulgated under applicable U.S. federal law, explains the manner in which the Onshore Fund, the Offshore Fund and the General Partner collect, utilize and maintain nonpublic personal information about each Subscriber. The Privacy Notice applies only to Subscribers who are natural persons and to certain entities that are essentially "alter egos" of natural persons (e.g., revocable grantor trusts, individual retirement accounts or certain estate planning vehicles).
  - (b) The EEA/UK Privacy Notice, which is provided to the Subscriber as a result of the EEA/UK Data Protection Legislation (as defined in the EEA/UK Privacy Notice), explains the manner in which the Partnership and other Authorized Entities (as defined in the EEA/UK Privacy Notice) collect, process and/or transfer certain personal data in circumstances where the EEA/UK Data Protection Legislation applies. The EEA/UK Privacy Notice applies only to the extent EEA/UK Data Protection Legislation applies to the Authorized Entities' collection, processing or transfer of the



Subscriber's personal data, as further described in Section 4(p)(ii) of the Subscription Agreement.

- (c) The Privacy Notice Supplement for California Residents, which is provided to the Subscriber as a result of the California Consumer Privacy Act of 2018, as amended (the "CCPA"), supplements the Privacy Notice with respect to specific rights granted under the CCPA to natural person California residents and explains the manner in which the General Partner and/or its Affiliates collect and share personal information of natural person California residents under the CCPA. This CCPA Privacy Notice applies only to the extent the CCPA applies to the collection and sharing of personal information of natural person California residents, as described in Section 4(p)(iii) of the Subscription Agreement.

8. **Taxpayer Identification Number and Certifications.** For purposes of this paragraph 8, "United States person" means (i) a United States citizen or resident, (ii) a partnership (general, limited or limited liability), corporation or limited liability company organized under United States law, (iii) a United States estate (or any other estate whose income from sources outside of the United States is subject to United States federal income tax regardless of the source) or (iv) a trust (A) if a court within the United States is able to exercise primary supervision over the trust's administration and one or more United States persons have the authority to control all of its substantial decisions or (B) if a valid election to be treated as a United States person is in effect with respect to such trust.

- (a) **United States Persons:** Each Subscriber that is a "United States person" (as well as each beneficial owner of any amounts expected to be paid or allocated for United States federal income tax purposes to a Foreign Flow-Through Subscriber or an entity that is treated as a disregarded entity for U.S. federal income tax purposes (a "Beneficial Owner") if such Beneficial Owner is a United States person) must complete a Form W-9. For purposes of this paragraph 8, "Foreign Flow-Through Subscriber" means any Subscriber organized as a flow-through entity (as defined in Section 4(m) of the enclosed Subscription Agreement) that is not a "United States person." These forms are necessary for the Partnership to comply with its tax filing obligations and to establish that the Subscriber or Beneficial Owner, as the case may be, is not subject to certain withholding tax obligations applicable to non-United States persons. The Form W-9 must be executed by (or on behalf of) the Subscriber with an execution date no earlier than the date that is six months prior to the Subscriber's submission of the completed forms. The completed forms should be returned with the Subscriber's Subscription Agreement. ***Do not send them to the United States Internal Revenue Service (the "IRS").***

- (b) **Non-United States Persons - U.S. Tax Forms:** Subscribers and Beneficial Owners (as defined above) that are not "United States persons" are required to provide information about their status for withholding tax purposes on

Form W-8BEN (for individual non-United States Beneficial Owners), Form W-8BEN-E (for certain non-United States Beneficial Owners that are entities), Form W-8IMY (for non-United States intermediaries, flow-through entities, and certain United States branches), Form W-8EXP (for non-United States governments, non-United States central banks of issue, non-United States tax-exempt organizations, non-United States private foundations, and governments of certain United States possessions), or Form W-8ECI (for non-“United States persons” receiving income that is effectively connected with the conduct of a trade or business in the United States), as more specifically described in the instructions accompanying those forms. Any Subscriber or Beneficial Owner that is not a “United States person” must also provide a United States taxpayer identification number on the applicable Form W-8 if required. Additionally, any Subscriber or Beneficial Owner that is not a “United States person” must provide on the applicable Form W-8 the taxpayer identification number, if any, issued to it by the jurisdiction in which such Subscriber or Beneficial Owner is a tax resident. The various Forms W-8 and their respective instructions can be accessed at <https://www.irs.gov/businesses/corporations/fatca-related-forms>. The various Forms W-8, as applicable, must be executed by (or on behalf of) the Subscriber with an execution date no earlier than the date that is six months prior to the Subscriber’s submission of the completed forms. The completed forms should be returned with the Subscriber’s Subscription Agreement. ***Do not send them to the IRS.***

9. **Consent to Electronic Delivery of Schedules K-1 and Other Reports and Notices.** Each Subscriber must consent to receive Schedules K-1 (Partner’s Share of Income, Deductions, Credits, etc.), account statements, confirmations and transaction reports and notices electronically via email, the Internet, and/or another electronic reporting medium in lieu of paper copies and must confirm this consent by executing the Electronic Schedule K-1 and Other Reports and Notices Consent Form attached as Appendix II to the Subscription Agreement. The completed form should be returned with the Subscriber’s Subscription Agreement via electronic mail in a scanned .pdf file.
10. **Election Form for Management Fee Rebate.** Subscribers that wish to receive a rebate of the Management Fee, in an amount up to their pro rata share of any excess amounts of fee reduction (subject to Section 5.2(c) of the Partnership Agreement) that remain unapplied upon the Partnership’s final distribution of assets, should complete the attached Election Form for Management Fee.

**Note that the signature pages to each of the Investor Qualification Statement, the Subscription Agreement, the Power of Attorney and the Electronic Schedule K-1 and Other Reports and Notices Consent Form are contained in Tab 4.**

11. **Supporting Documentation.** Subscribers may be required, if requested by the General Partner, to furnish further certifications, documentation or information

regarding the Subscriber or its direct or indirect beneficial owners or holders of interests as the General Partner requires to verify the information herein or to comply with any applicable law, rule or regulation.

# TAB 2

<b>INVESTOR QUALIFICATION STATEMENTS</b>
--

---

Name of Subscriber  
(Please Print or Type)

## INVESTOR QUALIFICATION STATEMENT FOR INDIVIDUALS<sup>12</sup>

(a) Accredited Investor Status. Please check the category or categories that accurately describes the manner in which the Subscriber or the natural person<sup>3</sup> related to the Subscriber qualifies as an “accredited investor” pursuant to Regulation D promulgated under the U.S. Securities Act of 1933, as amended and in effect as of the date hereof (please check any and all that apply):

- X   (1) the natural person has an individual net worth<sup>4</sup> (or joint net worth<sup>5</sup> with such person’s spouse<sup>6</sup>) that exceeds \$1,000,000;
- X   (2) the natural person had an individual income<sup>7</sup> in excess of \$200,000 in each of the two most recent years and reasonably expects to have

- 
- <sup>1</sup> **SUBSCRIBERS**: The IQS for Individuals must be completed by any Subscriber that is a natural person (*i.e.*, an individual) or a natural person investing through a revocable grantor trust, an individual retirement account or a self-directed employee benefit plan. If the Subscriber is any other form of entity, please complete the IQS for Entities.
- <sup>2</sup> For purposes hereof, “Partnership” has the meaning set forth in the Subscription Agreement to which this questionnaire is attached. Any other capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Subscription Agreement.
- <sup>3</sup> For purposes hereof, “natural person” refers to the following person: (i) if the Subscriber is an individual or held by individuals through a joint tenancy, such individual(s), (ii) if the Subscriber is a revocable grantor trust, the sole settlor (*i.e.*, grantor) of such trust and (iii) if the Subscriber is an individual retirement account or self-directed retirement plan of an individual, such individual.
- <sup>4</sup> For purposes of this item, “net worth” means the excess of total assets at fair market value (excluding the value of the primary residence of such natural person) over total liabilities (excluding the amount of indebtedness secured by the primary residence of such natural person up to such primary residence’s estimated fair market value, except that if the amount of such indebtedness outstanding at the time of investment in the Partnership exceeds the amount outstanding 60 days before such time (the “additional indebtedness”), other than as a result of the acquisition of the primary residence, the amount of such additional indebtedness shall be included as a liability).
- <sup>5</sup> Assets need not be purchased or held jointly to be included in the calculation of “joint net worth with such person’s spouse,” which includes the aggregate net worth of the Subscriber and the Subscriber’s spouse.
- <sup>6</sup> For purposes hereof, “spouse” refers to the Subscriber’s spouse or “spousal equivalent,” *i.e.*, a cohabitant occupying a relationship generally equivalent to that of a spouse.
- <sup>7</sup> For purposes of this item, “individual income” means adjusted gross income as reported for U.S. federal income tax purposes, less any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (but not including, in any of the following cases, any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under §103 of the U.S. Internal Revenue Code of 1986, as amended, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Code §611

an individual income in excess of \$200,000 in the current year, or had joint income<sup>8</sup> in excess of \$300,000 in each of the two most recent years and reasonably expects to have joint income in excess of \$300,000 in the current year;

      X       (3) the natural person is a director, executive officer, or general partner of the issuer of the limited partner interests being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer.

(4) the natural person currently holds in good standing:

           (A) a General Securities Representative license (Series 7), Private Securities Offerings Representative license (Series 82), or Investment Adviser Representative license (Series 65); or

      X       (B) the following other professional certification(s), designation(s) or credential(s) from an accredited educational institution that the U.S. Securities and Exchange Commission has designated by order as qualifying natural persons as accredited investors: \_\_\_\_\_

\_\_\_\_\_  
X  
\_\_\_\_\_.

Testing the long sentence

           (5) a natural person “family client” of a “family office” (each such term as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder), where: (A) the family office has total assets under management in excess of \$5,000,000; (B) the family office is not formed for the specific purpose of acquiring limited partner interests of the Partnership; and (C) the natural person family client’s purchase of the limited partner interests offered is directed by the family office, which has such knowledge and experience in financial and business matters that the family office is capable of evaluating the merits and risks of an investment in such limited partner interests.

---

*et seq.*, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Code §1202 prior to its repeal by the Tax Reform Act of 1986.

<sup>8</sup> For purposes of this item, “joint income” means adjusted gross income as reported for U.S. federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse, increased by the following amounts (including, in any of the following cases, any amounts attributable to a spouse or to property owned by a spouse): (i) the amount of any interest income received which is tax-exempt under Code §103, (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Code §611 *et seq.*, and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Code §1202 prior to its repeal by the Tax Reform Act of 1986.

X True X False

	(1)	the natural person has a net worth <sup>10</sup> (including assets held jointly with such person's spouse) in excess of \$2,200,000;
X		
	(2)	the Subscriber is making a commitment to the Partnership of at least \$1,100,000;
X		
	(3)	the natural person is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act ( <i>i.e.</i> , the Subscriber answered "Yes" to question (d) below).

True      Yes      False      No

<sup>10</sup> For purposes of this item, “net worth” excludes the value of the primary residence of such person, calculated by subtracting from the estimated fair market value of the property the amount of debt secured by the property up to the estimated fair market value of the property.

X Yes X No

Yes No

Yes No

The Subscriber hereby represents and warrants that all of the answers, statements and information set forth in this Investor Qualification Statement are true, complete and correct on the date hereof and will be true, complete and correct as of each date, if any, that the subscription set forth in the Subscription Agreement to which this Investor Qualification Statement relates is accepted, in whole or in part, by the General Partner. The Subscriber hereby agrees to provide such additional information related to the foregoing as is requested by the General Partner and to notify the General Partner promptly of any change that may cause any answer, statement or information set forth in this Investor Qualification Statement to become untrue in any material respect.

\* \* \* \* \*

[Signature Page Follows under Tab 4]

<sup>11</sup> For purposes of this item, an “affiliate” of a person or entity includes any person or entity, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person or entity.

<sup>12</sup> For purposes of this item, “control” with respect to a person other than an individual, means the power to exercise a controlling influence over the management or policies of such person.



---

Name of Subscriber  
(Please Print or Type)

**INVESTOR  
QUALIFICATION STATEMENT  
FOR ENTITIES<sup>12</sup>**

(a) Accredited Investor Status. Please check the category or categories that accurately describe the manner in which the Subscriber qualifies as an “accredited investor” pursuant to Regulation D promulgated under the U.S. Securities Act of 1933, as amended and in effect as of the date hereof (please check any and all that apply):

- |              |     |  |
|--------------|-----|--|
| _____        | (1) | a bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, whether acting in its individual or fiduciary capacity;                               |
| yes<br>_____ | (2) | a broker or dealer registered pursuant to Section 15 of Exchange Act <sup>3</sup> ;  |
| _____        | (3) | an investment adviser either (A) registered pursuant to Section 203 of the Investment Advisers Act or pursuant to the laws of any U.S. state or (B) relying on an exemption from registration under either Section 203(l) or (m) of the Investment Advisers Act; |
| yes<br>_____ | (4) | an insurance company as defined in Section 2(a)(13) of the Securities Act;   |
| yes<br>_____ | (5) | an investment company registered under the Investment Company Act;   |
| yes<br>_____ | (6) | a business development company as defined in Section 2(a)(48) of the Investment Company Act;   |
| yes<br>_____ | (7) | a Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended;  |
| yes<br>_____ | (8) | a Rural Business Investment Company as defined in Section 384A of the Consolidated Farm and Rural Development Act, as amended;   |

---

<sup>1</sup> **SUBSCRIBERS:** The IQS for Entities must be completed by any Subscriber that is an entity or other non-individual (other than a revocable grantor trust, an individual retirement account or a self-directed employee benefit plan).

<sup>2</sup> For purposes hereof, “Partnership” has the meaning set forth in the Subscription Agreement to which this questionnaire is attached. Any other capitalized term used herein and not otherwise defined shall have the meaning ascribed to such term in the Subscription Agreement.

<sup>3</sup> For purposes hereof, “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended.

- yes
- (9) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- (10) an employee benefit plan within the meaning of Title I of ERISA, and (check all subcategories that apply):
- yes
- (A) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company or registered investment adviser,
- (B) the employee benefit plan has total assets in excess of \$5,000,000, or
- (C) such plan is a self-directed plan with investment decisions made solely by persons that are “accredited investors”; provided that the Subscriber makes the additional representations, warranties and covenants listed in footnote 4;<sup>4</sup>
- (11) a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act;
- (12) one of the following entities which was not formed for the specific purpose of making an investment in the Partnership and which has total assets in excess of \$5,000,000:
- (A) a corporation, limited liability company or partnership;
- (B) an organization described in Section 501(c)(3) of the Code; or
- (C) a Massachusetts or similar business trust.
- (13) a trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring limited partner interests of the Partnership, whose purchase of the limited partner interests offered is directed by a person with

<sup>4</sup> If the Subscriber is an accredited investor for the reason described in this question (a)(10)(C), the Subscriber hereby represents, warrants and covenants with respect to each Person (as defined in the Agreement of Limited Partnership of the Partnership (as amended and/or restated from time to time, the “Partnership Agreement”)) making investment decisions for the Subscriber that: (i) the Subscriber is sufficiently familiar with each such Person’s regulatory status and/or asset ownership to make representations on each such Person’s behalf; (ii) each such Person qualifies as an “accredited investor” under one or more of the provisions of this Investor Qualification Statement or the Investor Qualification Statement for Individuals; (iii) the Partnership may rely on the Subscriber’s representations on behalf of each such Person hereunder to the same extent as if each such Person had completed this Investor Qualification Statement or the Investor Qualification Statement for Individuals; and (iv) the Subscriber shall permit no direct or indirect transfer of beneficial interests in the Subscriber or change in investment decision making that at any time would result in any of the representations, warranties and covenants contained in clauses (i)-(iii) ceasing to be true.

such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in such limited partner interests;

- \_\_\_\_\_ (14) a “family office,” as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act, with total assets under management in excess of \$5,000,000, not formed for the specific purpose of acquiring limited partner interests of the Partnership, whose purchase of the limited partner interests offered is directed by a person with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment, or any “family client” (as defined in Rule 202(a)(11)(G)-1 under the Investment Advisers Act) thereof, the investments of which are directed by the family office;
- \_\_\_\_\_ (15) an entity in which all of the equity owners are “accredited investors”; provided that the Subscriber makes the additional representations, warranties and covenants listed in footnote 5<sup>5</sup> (Please note that this response is not applicable for irrevocable trusts);
- \_\_\_\_\_ (16) an entity not otherwise described in items (1) through (15) above, not formed for the specific purpose of acquiring limited partner interests of the Partnership, owning Investments<sup>6</sup> in excess of \$5,000,000; or
- \_\_\_\_\_ (17) the Subscriber is not an “accredited investor.”

(b) The Subscriber has not been subject to any Regulation D Rule 506(d) disqualifying event as defined in Appendix B hereto and is not subject to any proceeding or event that could result in any such disqualifying event (“Disqualifying Event”).

\_\_\_\_\_ True \_\_\_\_\_ False

<sup>5</sup> If the Subscriber is an accredited investor for the reason described in this question (a)(15), the Subscriber hereby represents, warrants and covenants with respect to each stockholder, partner, member or other beneficial owner of the Subscriber (each, a “Beneficial Owner”) that: (i) the Subscriber is sufficiently familiar with each such Beneficial Owner’s regulatory status and/or asset ownership to make representations on each such Beneficial Owner’s behalf; (ii) each such Beneficial Owner qualifies as an “accredited investor” under one or more of the provisions of this Investor Qualification Statement or the Investor Qualification Statement for Individuals; (iii) the Partnership may rely on the Subscriber’s representations on behalf of each such Beneficial Owner hereunder to the same extent as if each such Beneficial Owner had completed this Investor Qualification Statement or the Investor Qualification Statement for Individuals; and (iv) the Subscriber shall permit no direct or indirect transfer of beneficial interests in the Subscriber that at any time would result in any of the representations, warranties and covenants contained in clauses (i)-(iii) ceasing to be true.

<sup>6</sup> See Appendix A hereto for the definition of “Investments.” In determining whether a company is an accredited investor pursuant to question (a)(16), there may be included Investments owned by majority-owned subsidiaries of the company, Investments owned by a company (the “Parent Company”) of which the company is a majority-owned subsidiary, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

(c) Investment Company Act Matters.

1. Is the Subscriber considered an Investment Company Act Look-Through Entity as defined in Appendix A (e.g., was the Subscriber either formed or reformed (as interpreted under the Investment Company Act) for the specific purpose of making an investment in the Partnership)?

\_\_\_\_\_ yes \_\_\_\_\_ yes  
\_\_\_\_\_ Yes \_\_\_\_\_ No

2. If your answer to question (c)(1) above is **YES**, the Subscriber hereby makes the representations, warranties and covenants listed in footnote 7.<sup>7</sup>

\_\_\_\_\_ True \_\_\_\_\_ False

3. Under the ownership attribution rules promulgated under Section 3(c)(1) of the Investment Company Act, no more than one person will be deemed a beneficial owner of the Subscriber's Interest.

\_\_\_\_\_ True \_\_\_\_\_ False

4. If your answer to question (c)(3) above is **FALSE**, the number of persons who will be deemed beneficial owners of the Subscriber's Interest under Section 3(c)(1) of the Investment Company Act is \_\_\_\_\_; provided the Subscriber hereby makes the representations, warranties and covenants listed in footnote 8.<sup>8</sup>

(d) Qualified Client Status.

1. Is the Subscriber an Investment Advisers Act Look-Through Entity as defined in Appendix A?

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

---

<sup>7</sup> If the Subscriber answered yes to question (c)(1), the Subscriber hereby represents, warrants and covenants with respect to each beneficial owner of the Subscriber's securities (each, a "Beneficial Owner") that: (i) the Subscriber is sufficiently familiar with each such Beneficial Owner's regulatory status and/or Investment ownership to make representations on each such Beneficial Owner's behalf; (ii) each such Beneficial Owner is sufficiently qualified in such Beneficial Owner's own right to make a direct investment in the Partnership under the requirements set forth in this Investor Qualification Statement (*i.e.*, as an "accredited investor," a "qualified client" and a "qualified purchaser", in each case, to the extent the Subscriber meets any such qualification on its own right as indicated herein); (iii) the Partnership may rely on the Subscriber's representations on behalf of each such Beneficial Owner hereunder to the same extent as if each such Beneficial Owner had completed this Investor Qualification Statement or the Investor Qualification Statement for Individuals; and (iv) the Subscriber shall permit no direct or indirect changes in beneficial ownership in the Subscriber that at any time would result in any of the representations, warranties and covenants contained in clauses (i)-(iii) ceasing to be true.

<sup>8</sup> The Subscriber hereby represents, warrants and covenants that the Subscriber shall permit no direct or indirect changes in the Subscriber's beneficial ownership that at any time would result in an increase in the number of deemed beneficial owners provided in the response.

2. If your answer to question (d)(1) above is **NO**, is the Subscriber a “qualified client” as defined in Rule 205-3 of the Investment Advisers Act because any of the following are true with respect to the Subscriber: (i) the Subscriber has a net worth in excess of \$2,200,000, (ii) the Subscriber is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act, and/or (iii) the Subscriber is making a commitment to the Partnership of at least \$1,100,000?

\_\_\_\_\_ <sup>yes</sup> Yes \_\_\_\_\_ <sup>yes</sup> No

3. If your answer to question (d)(1) above is **YES**, is the Subscriber a “qualified client” as defined in Rule 205-3 of the Investment Advisers Act because each equity owner of the Subscriber (and, to the extent any direct equity owner of the Subscriber is itself an Investment Advisers Act Look-Through Entity, each equity owner of such direct or indirect equity owner) is a “qualified client” and any of the following three statements apply to each such equity owner: (i) such equity owner has a net worth in excess of \$2,200,000, (ii) such equity owner is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act, and/or (iii) such equity owner is making a direct or indirect commitment to the Partnership of at least \$1,100,000.

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

(e) Qualified Purchaser Status. Please check the category or categories, if any, that accurately describe the Subscriber and qualify it as a “qualified purchaser” as defined in the Investment Company Act (please check any and all that apply):

- \_\_\_\_\_ (1) an entity acting for its own account or the accounts of other qualified purchasers, that: (i) was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership; and (ii) which in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in Investments;<sup>9</sup>
- \_\_\_\_\_ (2) a trust: (i) that was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership; and (ii) as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a qualified purchaser as described in question (e)(1) or (e)(3) or is a natural person who owns at least \$5,000,000 of Investments; provided that the Subscriber makes the additional representations, warranties and covenants listed in footnote 10;<sup>10</sup>

<sup>9</sup> See Appendix A to this Investor Qualification Statement for the definition of “Investments.” In determining whether a company is a qualified purchaser pursuant to question (e)(1) there may be included Investments owned by majority-owned subsidiaries of the company, Investments owned by a Parent Company, or by a majority-owned subsidiary of the company and other majority-owned subsidiaries of the Parent Company.

<sup>10</sup> If the Subscriber is a qualified purchaser for the reason described in this question (e)(2), the Subscriber hereby represents, warrants and covenants with respect to each trustee or other Person authorized to make decisions with respect to the trust, and each settlor or other Person who has contributed assets to the trust that: (i) the Subscriber

- \_\_\_\_\_ (3) a company as defined in Section 2(a)(8) of the Investment Company Act<sup>11</sup> that: (i) was not formed or reformed for the specific purpose of acquiring the securities offered by the Partnership; (ii) owns not less than \$5,000,000 in Investments; and (iii) is owned, directly or indirectly, only by or for 2 or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons (a “Family Company”); provided that the Subscriber makes the additional representations, warranties and covenants listed in footnote 12;<sup>12</sup>
- \_\_\_\_\_ (4) a company in which each beneficial owner of such company’s securities is a qualified purchaser; provided that the Subscriber makes the additional representations, warranties and covenants listed in footnote 13;<sup>13</sup>
- \_\_\_\_\_ (5) a qualified institutional buyer as defined in paragraph (a) of Section 230.144A(a) under the Code of Federal Regulations (the “CFR”), acting for its own account, the account of another qualified institutional buyer or the account of a qualified purchaser provided: (i) a dealer described in paragraph (a)(1)(ii) of Section 230.144A of the CFR owns and invests on a discretionary basis at least \$25 million in securities of issuers that are not

is sufficiently familiar with each such Person’s regulatory status and/or Investment ownership to make representations on each such Person’s behalf; (ii) each such Person qualifies as a “qualified purchaser” under one or more of the provisions of this Investor Qualification Statement or the Investor Qualification Statement for Individuals; (iii) the Partnership may rely on the Subscriber’s representations on behalf of each such Person hereunder to the same extent as if each such Person had completed this Investor Qualification Statement or the Investor Qualification Statement for Individuals; and (iv) the Subscriber shall permit no direct or indirect changes in trustee status or authorization to make investment decisions on behalf of the trust that at any time would result in any of the representations, warranties and covenants contained in clauses (i)-(iii) ceasing to be true.

- <sup>11</sup> Section 2(a)(8) of the Investment Company Act defines a “company” as “a corporation, a partnership, an association, a joint-stock company, a trust, a fund, or any organized group of persons whether incorporated or not; or any receiver, trustee in a case under Title 11 of the United States Code or similar official or any liquidating agent for any of the foregoing, in his capacity as such.”
- <sup>12</sup> If the Subscriber is a qualified purchaser for the reason described in this question (e)(3), the Subscriber hereby represents, warrants and covenants that the Subscriber shall permit no direct or indirect changes in the Subscriber’s beneficial ownership that at any time would result in the representation contained in question (e)(3) ceasing to be true.
- <sup>13</sup> If the Subscriber is a qualified purchaser for the reason described in this question (e)(4), the Subscriber hereby represents, warrants and covenants with respect to each beneficial owner of the Subscriber’s securities (each, a “Beneficial Owner”) that: (i) the Subscriber is sufficiently familiar with each such Beneficial Owner’s regulatory status and/or Investment ownership to make representations on each such Beneficial Owner’s behalf; (ii) each such Beneficial Owner qualifies as a “qualified purchaser” under one or more of the provisions of this Investor Qualification Statement or the Investor Qualification Statement for Individuals; (iii) the Partnership may rely on the Subscriber’s representations on behalf of each such Beneficial Owner hereunder to the same extent as if each such Beneficial Owner had completed this Investor Qualification Statement or the Investor Qualification Statement for Individuals; and (iv) the Subscriber shall permit no direct or indirect changes in beneficial ownership in the Subscriber that at any time would result in any of the representations, warranties and covenants contained in clauses (i)-(iii) ceasing to be true.

affiliated persons of the dealer; and (ii) a plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Section 230.144A of the CFR or a trust fund referred to in paragraph (a)(1)(i)(F) of Section 230.144A of the CFR that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan, except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan; or

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

(f) ERISA Status.

1. Is the Subscriber, or at any time that the Subscriber holds an Interest, will the Subscriber be, a “benefit plan investor”<sup>14</sup>?

         Yes          No

2. Is the Subscriber an “employee benefit plan” that is subject to Title I of ERISA?

         Yes          No

3. Is the Subscriber an individual retirement account or annuity or other “plan” that is subject to Section 4975 of the Code?

         <sup>yes</sup> Yes          <sup>yes</sup> No

If “Yes” and the Subscriber is an individual retirement account that is subject to Section 4975 of the Code (an “IRA”), is the decision to invest in the Partnership being made by the IRA owner?

         Yes          No

4. Is the Subscriber a U.S. “governmental plan” within the meaning of Section 3(32) of ERISA or a “non-U.S. plan”<sup>15</sup>?

         Yes          No

---

<sup>14</sup> “Benefit plan investor” as used herein means a “benefit plan investor” within the meaning of Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time, and includes an “employee benefit plan” subject to Title I of ERISA, a “plan” subject to Section 4975 of the Code, or an entity or account deemed to hold the “plan assets” of the foregoing.

<sup>15</sup> For purposes of this item, “non-U.S. plan” as used herein means a plan or other retirement arrangement established and maintained outside of the United States primarily for the benefit of individuals substantially all of whom are non-residents of the United States.

5. Is the Subscriber an insurance company general account?

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

If “Yes,” the maximum percentage of the Subscriber’s assets that may be held by “benefit plan investors” (as defined in Section 3(42) of ERISA) is \_\_\_\_\_% (specify maximum percentage). The Subscriber represents, warrants and covenants that this percentage shall not be exceeded for so long as it holds an Interest.

6. Is the Subscriber is an entity described in 29 C.F.R. § 2510.3-101(h) of the “Plan Asset Regulation” (as defined in the Partnership Agreement), including a group trust which is exempt from taxation pursuant to the principles of Rev. Ruling 81-100; a common or collective trust fund of a bank; or an insurance company separate account (other than a separate account that is maintained solely in connection with fixed contractual obligations of the insurance company under which the amounts payable, or credited, to the plan and to any participant or beneficiary of the plan are not affected in any manner by the investment performance of the separate account)?

\_\_\_\_\_ True \_\_\_\_\_ False

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

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

7. Is the Subscriber any other entity, account, trust or other pooled investment vehicle, such as a fund of funds (other than as described in items (5) or (6) above), ***that holds or may in the future hold*** (e.g., because of future fundraising) “plan assets” of any “benefit plan investor” (as defined in Section 3(42) of ERISA)?

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

If “Yes,” the maximum percentage of the Subscriber’s assets that may be held by “benefit plan investors” is \_\_\_\_\_% (specify maximum percentage). The Subscriber represents, warrants and covenants that this percentage shall not be exceeded for so long as it holds an Interest.

8. Is the Subscriber a U.S. “church plan” within the meaning of Section 3(33) of ERISA?

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

If “Yes,” has the Subscriber elected to be subject to ERISA?

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



9. Does the Subscriber, or any affiliate<sup>16</sup> of the Subscriber, have discretionary authority or control<sup>17</sup> with respect to the assets of the Partnership or provide investment advice for a fee (direct or indirect) with respect to such assets?

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

(g) Notifications. The Subscriber hereby notifies the General Partner and the Partnership that it is (check any and all that apply):

- \_\_\_\_\_ (1) a Limited Partner (as defined in the Partnership Agreement) subject to the “BHCA” (as defined in the Partnership Agreement), but is investing under Section 4(k) of the BHCA and is thus not a “BHCA Limited Partner” (as defined in the Partnership Agreement);
- \_\_\_\_\_ (2) a “BHCA Limited Partner”;
- \_\_\_\_\_ (3) a “Governmental Plan Partner” (as defined in the Partnership Agreement);
- \_\_\_\_\_ (4) a “Tax Exempt Partner” (as defined in the Partnership Agreement);
- \_\_\_\_\_ (5) a “Non-U.S. Partner” (as defined in the Partnership Agreement); and/or
- \_\_\_\_\_ (6) a “CAI Partner” (as defined in the Partnership Agreement).

(h) Jurisdiction of Organization. The Subscriber represents that its jurisdiction of organization is \_\_\_\_\_.

(i) Domicile. The Subscriber represents that it is domiciled in \_\_\_\_\_ (specify state or non-U.S. jurisdiction, including the applicable city, province or other subdivision thereof).

(j) Fund of Funds. Is the Subscriber a fund of funds?<sup>18</sup>

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

(k) Form PF Matters. The Subscriber represents that it is (please check only one):

---

<sup>16</sup> For purposes of this item, an “affiliate” of a person or entity includes any person or entity, directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with such person or entity.

<sup>17</sup> For purposes of this item, “control” with respect to a person other than an individual, means the power to exercise a controlling influence over the management or policies of such person.

<sup>18</sup> For purposes of this item, “fund of funds” means a pooled investment vehicle that invests 10 percent (10%) or more of its total assets in other pooled investment vehicles, whether or not they are private funds or registered investment companies.

- \_\_\_\_\_ (1) a broker or dealer registered pursuant to Section 15 of the Exchange Act;
- \_\_\_\_\_ (2) an insurance company as defined in Section 2(a)(13) of the Securities Act;
- \_\_\_\_\_ (3) an investment company registered with the U.S. Securities and Exchange Commission;
- \_\_\_\_\_ (4) an issuer that would be an “investment company” as defined in Section 3(a) of the Investment Company Act if it were not exempt from such definition due to Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;
- \_\_\_\_\_ (5) a non-profit (*i.e.*, 501(c) or equivalent) organization;
- \_\_\_\_\_ (6) a pension plan (excluding governmental pension plans);
- \_\_\_\_\_ (7) a banking or thrift institution (proprietary);
- \_\_\_\_\_ (8) a state or municipal government entity;<sup>19</sup>
- \_\_\_\_\_ (9) a state or municipal governmental pension plan;
- \_\_\_\_\_ (10) a sovereign wealth fund or foreign official institution; or
- \_\_\_\_\_ (11) none of the above.

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

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

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

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

---

<sup>19</sup> For purposes of this item, “government entity” means any state or political subdivision of a state, including (i) any agency, authority, or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority, or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority, or instrumentality thereof, acting in their official capacity.

(n) Is the Subscriber a “Qualified Foreign Pension Fund” within the meaning of Code §897(l)(2)? If the Subscriber is a “Qualified Foreign Pension Fund,” Tab 9 must be completed.

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

The Subscriber hereby represents and warrants that all of the answers, statements and information set forth in this Investor Qualification Statement are true, complete and correct on the date hereof and will be true, complete and correct as of each date, if any, that the subscription set forth in the Subscription Agreement to which this Investor Qualification Statement relates is accepted, in whole or in part, by the General Partner. The Subscriber hereby agrees to provide such additional information related to the foregoing as is requested by the General Partner and to notify the General Partner promptly of any change that may cause any answer, statement or information set forth in this Investor Qualification Statement to become untrue in any material respect.

\* \* \* \* \*

*[Signature Page Follows under Tab 4]*

## **APPENDIX A**

### **To Individual and Entity Investor Qualification Statements**

The Term “Investment Advisers Act Look-Through Entity” means one of the following:

(1) an entity which is registered as an “investment company” under the Investment Company Act, or which would be an “investment company” as defined in Section 3(a) of the U.S. Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Investment Company Act”) if it were not exempt from such definition due to Section 3(c)(1) of the Investment Company Act; or

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

The Term “Investment Company Act Look-Through Entity” means a “person” (as defined in the Investment Company Act) of which any of the following is true:

(1) the person is or was formed or reformed (as interpreted under the Investment Company Act) for the purpose of acquiring limited partner interests of the Partnership;

(2) the person is making a commitment to the Partnership equal to or greater than forty percent (40%) of the Subscriber’s assets (including committed capital);

(3) the person has not made investments prior to the date hereof or does not intend to make investments in the near future;

(4) each beneficial owner of interests in the person has not shared or will not share in the same proportion in each such investment (*e.g.*, where any beneficial owner of the person may vary its interests in different investments made by or on behalf of the person, their profits or losses, or the amount of their respective contributions for any investment made by the person);

(5) A person the governing documents of which do not require that each beneficial owner of the Subscriber including, but not limited to, shareholders, partners and beneficiaries, participate through his, her or its interest in the Subscriber in all of the Subscriber’s investments and that the profits and losses from each such investment are shared among such beneficial owners in the same proportions as all other investments of the person; or

(6) A person managed as a device for facilitating individual investment decisions of its beneficial owners, rather than managed as a collective investment vehicle (*e.g.*, where any beneficial owner of the person has the right to “opt out” of an investment or has individual discretion over the amount of his, her or its investment).

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

The term “Investments”<sup>1</sup> means:

(1) Securities (as defined by Section 2(a)(1) of the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the “Securities Act”)), other than securities of an issuer that controls, is controlled by, or is under common control with the Subscriber, unless the issuer of such securities is: (A) an investment company, a company that would be an investment company but for an exclusion provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Section 270.3a-6 or 270.3a-7 of the CFR, or a commodity pool; (B) a company that files reports pursuant to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, or has a class of securities that are listed on a “designated offshore securities market” as such term is defined by Regulation S under the Securities Act; or (C) a company with shareholders’ equity of not less than \$50 million (determined in accordance with generally accepted accounting principles) as reflected on the company’s most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Subscriber will acquire the securities of the Partnership;

(2) Real estate held for investment purposes. Real estate shall not be considered to be held for investment purposes by the Subscriber if it is used by the Subscriber or a Related Person (A) for personal purposes or as a place of business, or (B) in connection with the conduct of the trade or business of the Subscriber or a Related Person, provided that real estate owned by the Subscriber if the Subscriber is engaged primarily in the business of investing, trading or developing real estate in connection with such business may be deemed to be held for investment purposes. Residential real estate shall not be deemed to be used for personal purposes if deductions with respect to such real estate are not disallowed by Section 280A of the Code. A “Related Person” means a person who is related to the Subscriber as a sibling, spouse or former spouse, or is a direct lineal descendant or ancestor by birth or adoption of the Subscriber or is a spouse of such descendant or ancestor; provided that, in the case of a Family Company, a Related Person

---

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

includes any owner of the Family Company and any person who is a Related Person of such owner;

(3) Commodity Interests held for investment purposes. “Commodity Interests” means commodity futures contracts, options on commodity futures contracts, and options on physical commodities which are traded on or subject to the rules of any contract market designated for trading such transactions under the U.S. Commodity Exchange Act of 1936, as amended (the “Commodity Exchange Act”), and the rules thereunder or any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act. A Commodity Interest owned by the Subscriber who is engaged primarily in the business of investing, reinvesting, or trading in Commodity Interests in connection with such business may be deemed to be held for investment purposes;

(4) Physical Commodities held for investment purposes. “Physical Commodity” means any physical commodity with respect to which a Commodity Interest is traded on or subject to the rules of any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder or any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act. A Physical Commodity owned by the Subscriber who is engaged primarily in the business of investing, reinvesting, or trading in Physical Commodities in connection with such business may be deemed to be held for investment purposes;

(5) To the extent not securities, financial contracts (as such term is defined in Section 3(c)(2)(B)(ii) of the Investment Company Act) entered into for investment purposes. A financial contract entered into by the Subscriber who is engaged primarily in the business of investing, reinvesting, or trading in financial contracts in connection with such business may be deemed to be held for investment purposes;

(6) If the Subscriber is a commodity pool or company that would be an investment company except that it is relying on an exception provided in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, any amounts payable to the Subscriber pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Subscriber upon the demand of the Subscriber; and

(7) Cash and cash equivalents (including in currencies other than the U.S. dollar) held for investment purposes, including: (A) bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes; and (B) the net cash surrender value of an insurance policy.

**APPENDIX B**  
**To Individual and Entity Investor Qualification Statements**

**Definition of “Disqualifying Event”**

Each of the enumerated instances below is a “Disqualifying Event” for the purposes of the Subscriber’s response to question (b) of the Investor Qualification Statement. Capitalized terms used but not defined in this Appendix B have the meanings given to them in the Investor Qualification Statements. The Subscriber<sup>1</sup> has been subject to a Disqualifying Event if the Subscriber:

(1) Has been convicted within ten years of the date hereof of any felony or misdemeanor (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the U.S. Securities and Exchange Commission (the “SEC”) or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(2) Is subject to any order, judgment or decree of any court of competent jurisdiction entered within five years of the date hereof that presently restrains or enjoins the Subscriber from engaging or continuing to engage in any conduct or practice (i) in connection with the purchase or sale of any security, (ii) involving the making of any false filing with the SEC or (iii) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of purchasers of securities;

(3) Is subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the U.S. Commodity Futures Trading Commission; or the National Credit Union Administration that (i) as of the date hereof, bars the Subscriber from (A) association with an entity regulated by such commission, authority, agency or officer, (B) engaging in the business of securities, insurance or banking or (C) engaging in savings association or credit union activities or (ii) constitutes a final order based on a violation of any law or regulation that prohibits fraudulent, manipulative or deceptive conduct entered within ten years of the date hereof;

(4) Is subject to any order of the SEC pursuant to Section 15(b) or 15B(c) of the Exchange Act or Section 203(e) or (f) of the Investment Advisers Act that as of the date hereof (i) suspends or revokes the Subscriber’s registration as a broker, dealer,

---

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

municipal securities dealer or investment adviser, (ii) places limitations on the activities, functions or operations of the Subscriber or (iii) bars the Subscriber from being associated with any entity or from participating in the offering of any penny stock;

(5) Is subject to any order of the SEC entered within five years of the date hereof that presently orders the Subscriber to cease and desist from committing or causing a violation or future violation of (i) any scienter-based anti-fraud provision of the federal securities laws or (ii) Section 5 of the Securities Act;

(6) Is, as of the date hereof, suspended or expelled from membership in, or suspended or barred from association with a member of, a registered national securities exchange or a registered national or affiliated securities association for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade;

(7) Has filed (as a registrant or issuer), or was or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five years of the date hereof, was the subject of a refusal order, stop order or order suspending the Regulation A exemption, or is presently the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued; or

(8) Is subject to a United States Postal Service false representation order entered within five years of the date hereof or is presently subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.



# **TAB 3**

## **ANTI-MONEY LAUNDERING & KNOW-YOUR-CLIENT CHECKLIST**

## Anti-Money Laundering & Know Your Customer Checklist

The Subscriber is required to provide copies of the documentation described below for purposes of anti-money laundering and know your customer compliance.

The Subscriber represents and warrants that it is correctly described by the category set forth below and marked with an “X” by the Subscriber and that the Subscriber has provided all documents, materials and/or information set forth thereunder except to the extent that the General Partner has waived in writing the provision of certain documents and/or materials or has accepted alternate documents, materials and/or information as it deems appropriate in its sole discretion. Please note that the General Partner also may require the Subscriber to provide documentation in addition to those items specified below in its sole discretion.

**(a) All Subscribers:**

- (1) Source of funds/wealth (*e.g.*, occupation, source of wealth gained or line of business from which the subscribing entity generates its income): \_\_\_\_\_; and
- (2) Name of the financial institution from which funds will be provided to the Partnership: testing Testing 12345 testing Testing 123.

☐ **(b) Individuals:**

- (1) Copy of valid identification (*e.g.*, U.S. driver’s license (for U.S. residents), passport or other government issued identification) reflecting Subscriber’s full legal name and date of birth. Identification must be current (*i.e.*, non-expired) and the copy must be legible;
- (2) Proof of address (*e.g.*, recent utility bill); and
- (3) Subscriber’s occupation/title: Testssss.

☐ **(c) Entities:**

- (1) Documentation of authority to invest in the Partnership (*e.g.*, resolution to the effect that the investment is authorized and certifying as to the persons authorized to act on behalf of the entity);
- (2) Certified copy of formation documents (*e.g.*, certificate of incorporation and articles of association or equivalent; partnership agreement; trust agreement or deed, etc.);
- (3) Certificate of Incumbency (*e.g.*, authorized signatory list);
- (4) The identity, as applicable, of all decision makers or fiduciaries that are able to act on behalf of the Subscriber, including partners, managers, directors or managing directors and senior officers;

- (5) The identity of all direct and indirect beneficial owners and ultimate beneficial owners owning 25% or more of the Subscriber or a partner, investor or any other owner of the Subscriber. If a beneficial owner of the Subscriber is a natural person or legal entity, the Subscriber shall also provide documentation and information for that natural person or legal entity identified consistent with what is outlined above for all subscribers (in item (a)), for natural persons (in item (b)), and legal entities (in this item (c)) and the appropriate tax form for such natural person or legal entity; and
- (6) If the Subscriber is a trust, evidence for the origin of funds (*i.e.*, grantors, settlors), a copy of the valid identification and appropriate tax form(s) for those who have control over funds (*i.e.*, trustees) and any persons who have the power or the authority to remove trustees, as well as authorized activity of the trust and the persons authorized to act on behalf of the trust. If there are any beneficiaries of the trust entitled to 25% or more of the Subscriber, then a copy of the valid identification for such beneficiaries.

☐ (d) Subscribers that are fund of funds or legal entities that invest on behalf of third parties that are not located in the United States or other Financial Action Task Force (“FATF”) countries, shall provide:

- (1) Certified copy of a certificate of due formation and organization and continued authorization to conduct business in the jurisdiction of its organization (*i.e.*, Certificate of Good Standing);
- (2) Certified copy of an incumbency certificate attesting to the title of the individual responding to the anti-money laundering aspects of the subscription document on behalf of the Subscriber;
- (3) Copy or written and dated representation certifying that the Subscriber has adequate anti-money laundering policies and procedures in place that are consistent with all applicable anti-money laundering laws and regulations, including the USA PATRIOT Act and the Foreign Corrupt Practices Act; and
- (4) A letter of reference from a local office of a reputable bank or brokerage firm which is incorporated, or has a principal place of business located in a FATF country, certifying that the Subscriber maintains an account at such bank/brokerage firm.

The Subscriber represents and warrants that each document or material provided by the Subscriber is a true and complete copy of the original. The Subscriber acknowledges and agrees that the General Partner intends to continue to rely upon such documents or materials until notified by the Subscriber of any change thereto. The Subscriber further acknowledges and agrees that the execution of the Subscription Agreement signature page will constitute for all purposes the execution of this Anti-Money Laundering and Know Your Customer Checklist.

# **TAB 4**

## **SIGNATURE PAGES**

**You should review all subscription materials thoroughly before  
executing any signature pages.**

IN WITNESS WHEREOF, the Subscriber has executed this Subscription Agreement as of March 1 2025.

**FOR COMPLETION BY ALL SUBSCRIBERS:**

Subscriber's Commitment Amount: \$ 1000000

Please indicate to which Partnership the Subscriber is subscribing for a limited partner interest by checking one of the boxes below:

☐ **Hunter Point Capital GPFS – Preferred (Onshore), L.P.**

Subscriber's Formal Notice Information:  
(to be used for formal notice)

Address: 111 York Road  
112 York Road  
113 York Road  
Attention: Assistant1  
Phone No.: 800-888-8888  
Fax No.: \_\_\_\_\_  
E-mail: Test@Test.com

☐ **Hunter Point Capital GPFS – Preferred (Offshore), L.P.**

Subscriber's Other Contact Information if different than Formal Notice Information:  
(e.g., home, business or main office)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: Assistant2  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-mail: Test1@Test.com

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

Subscriber's Name: Hunter 1  
(print or type)  
Subscriber's Signature: John Doe 2  
(signature)  
Spouse's Signature: \_\_\_\_\_  
(only required if subscription is being made by a married couple as joint tenants)  
(signature)

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:**  
(i.e., alter-egos of natural persons (e.g., individual retirement accounts), corporations, partnerships, limited liability companies, trusts or other entities)

Subscriber's Name: Hunter 2  
(print or type)  
By: TESTER  
(signature of authorized representative)  
Name: John Doe 1  
(print or type name of authorized representative)  
Title: Director  
(print or type title of authorized representative)

IN WITNESS WHEREOF, the Subscriber has executed this Investor Qualification Statement on the date set forth below.

Dated \_\_\_\_\_, \_\_\_\_\_

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

Subscriber's Name: John Doe 3  
(print or type)

Subscriber's Signature: \_\_\_\_\_  
(signature)

Spouse's Signature: \_\_\_\_\_  
(only required if  
subscription is being  
made by a married  
couple as joint tenants) (signature)

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:**  
(*i.e.*, alter-egos of natural persons (*e.g.*, individual retirement accounts), corporations, partnerships, limited liability companies, trusts or other entities)

Subscriber's Name: John Doe 4  
(print or type)

By: \_\_\_\_\_  
(signature of authorized representative)

Name: \_\_\_\_\_  
(print or type name of authorized representative)

Title: \_\_\_\_\_  
(print or type title of authorized representative)

**Subscriber's Wire Transfer Instructions:**

Bank Name: \_\_\_\_\_

Bank Location: \_\_\_\_\_

ABA Routing Number (for U.S. Banks): Test Test Test Test

Swift Code (for non-U.S. Banks): \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Reference: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed and delivered this Power of Attorney on the date set forth below.

Dated \_\_\_\_\_, \_\_\_\_\_

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

Subscriber's Name: John Doe 7  
(print or type)

Subscriber's Signature: \_\_\_\_\_  
(signature)

Spouse's Signature: \_\_\_\_\_  
(only required if subscription is being made by a married couple as joint tenants) (signature)

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:**  
(i.e., alter-egos of natural persons (e.g., individual retirement accounts), corporations, partnerships, limited liability companies, trusts or other entities)

Subscriber's Name: John Doe 8  
(print or type)

By: \_\_\_\_\_  
(signature of authorized representative)

Name: \_\_\_\_\_  
(print or type name of authorized representative)

Title: \_\_\_\_\_  
(print or type title of authorized representative)

**ALL SUBSCRIBERS MUST HAVE THIS PAGE NOTARIZED:**

SUBSCRIBED AND SWORN to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Oct 10 2025

IN WITNESS WHEREOF, the undersigned hereby consents to receive its Schedule K-1 and Other Reports and Notices electronically as of \_\_\_\_\_, \_\_\_\_\_.

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

Subscriber's Name: \_\_\_\_\_ John Doe 5  
(print or type)

Subscriber's Signature: \_\_\_\_\_  
(signature)

Spouse's Signature: \_\_\_\_\_  
(only required if  
subscription is being  
made by a married  
couple as joint tenants)  
(signature)

**FOR COMPLETION BY SUBSCRIBERS WHO ARE NOT NATURAL PERSONS:**  
(*i.e.*, alter-egos of natural persons (*e.g.*, individual retirement accounts), corporations, partnerships, limited liability companies, trusts or other entities)

Subscriber's Name: \_\_\_\_\_ John Doe 6  
(print or type)

By: \_\_\_\_\_  
(signature of authorized representative)

Name: \_\_\_\_\_  
(print or type name of authorized representative)

Title: \_\_\_\_\_  
(print or type title of authorized representative)



## INVESTOR CONTACT SHEET

INVESTOR NAME:

### Wiring details

Please confirm here who should be our main contacts for change of bank details (please provide **at least 2 contacts**).

Contact name	Email address	Telephone	Position
	John Doe 10		
John Doe 11	Test3@Test.com	222-222-2222	TestZ70

Please note that change of bank details are subject to internal validation and may take **up to 10 business days** from notification.

### Document accesses

Please insert below all contacts that should have access to reporting documents with type of access they should get.

Contact name	Email address	Position	Telephone	Relationship with Investor*		Financial Statements	Reports to Investors	Capital Accounts	Notices calls and distributions	Legal	Tax	LP Communications/ Press release
TestZ16	TestZ8	TestZ9	TestZ10	TestZ11		TestZ41	TestZ32	TestZ105	TestZ106	TestZ57	TestZ58	TestZ59
TestZ17	TestZ12	TestZ13	TestZ14	TestZ15		TestZ42	TestZ33	TestZ107	TestZ108	TestZ60	TestZ61	TestZ62
TestZ18	TestZ25		TestZ98	TestZ77		TestZ34	TestZ84	TestZ1	TestZ63	TestZ43	TestZ91	TestZ50
TestZ19	TestZ26	TestZ71	TestZ99	TestZ78		TestZ35	TestZ85	TestZ2	TestZ64	TestZ44	TestZ92	TestZ51
TestZ20	TestZ27	TestZ72	TestZ100	TestZ79		TestZ36	TestZ86	TestZ3	TestZ65	TestZ45	TestZ93	TestZ52
TestZ21	TestZ28	TestZ73	TestZ101	TestZ80		TestZ37	TestZ87	TestZ4	TestZ66	TestZ46	TestZ94	TestZ53
TestZ22	TestZ29	TestZ74	TestZ102	TestZ81		TestZ38	TestZ88	TestZ5	TestZ67	TestZ47	TestZ95	TestZ54
TestZ23	TestZ30	TestZ75	TestZ103	TestZ82		TestZ39	TestZ89	TestZ6	TestZ68	TestZ48	TestZ96	TestZ55
TestZ24	TestZ31	TestZ76	TestZ104	TestZ83		TestZ40	TestZ90	TestZ7	TestZ69	TestZ49	TestZ97	TestZ56

\*relationship with Investor will help us to understand the link between authorized contacts within the distribution list, it can be: the Investor itself, an Advisor, an Administrator or a Wiring Bank

# **TAB 5**

## **SUBSCRIPTION AGREEMENT**

---

Name of Subscriber  
(Please Print or Type)

**HUNTER POINT CAPITAL GPFS – PREFERRED (ONSHORE), L.P.  
HUNTER POINT CAPITAL GPFS – PREFERRED (OFFSHORE), L.P.**

**SUBSCRIPTION AGREEMENT**

1. Agreement of Subscriber to Become a Limited Partner. The undersigned subscriber (the “Subscriber”) hereby agrees to (a) become a limited partner in either (but not both of) Hunter Point Capital GPFS – Preferred (Onshore), L.P. or Hunter Point Capital GPFS – Preferred (Offshore), L.P., each a limited partnership formed under the laws of the State of Delaware (as applicable, the “Partnership”), on the terms of the Agreement of Limited Partnership under which the Partnership is constituted, as the same may be amended, restated, supplemented, waived or otherwise modified from time to time in accordance with its terms (the “Partnership Agreement”), (b) adhere to, comply with, be bound by and receive the benefits of the terms of the Partnership Agreement and such terms are hereby incorporated by reference as if set out herein in full, including the power of attorney granted therein, and (c) make aggregate cash contributions to the capital of the Partnership pursuant to a “Commitment” (as defined in the Partnership Agreement) in the aggregate commitment amount accepted by Hunter Point Capital GPFS – Preferred GP LLC, the general partner of the Partnership (the “General Partner”), which amount shall be set forth above the General Partner’s signature on an acceptance page (the “General Partner Acceptance Page”) that references this subscription agreement (this “Subscription Agreement”), and which accepted commitment amount shall in no event be more than the requested commitment amount set forth in the space provided for the “Subscriber’s Commitment Amount” on the signature page to this Subscription Agreement; provided that if the commitment amount in the General Partner Acceptance Page is left blank, the requested commitment amount set forth in the space provided for the “Subscriber’s Commitment Amount” on the signature page to this Subscription Agreement instead shall be the accepted commitment amount (the “Commitment” and, collectively with the amounts that the other partners in the Partnership have agreed to contribute to the capital of the Partnership, and in each case the General Partner has agreed to accept, the “Commitments”). The Subscriber agrees to fund its Commitment in such amounts, at such times and in such manner as called for by the General Partner in accordance with the Partnership Agreement. The General Partner’s acceptance of this Subscription Agreement shall bind the Subscriber as a Limited Partner and a party to the Partnership Agreement and, following such acceptance, the Subscriber shall be admitted as a Limited Partner and shall have all the rights of, and shall comply with all the obligations of, a Limited Partner as set out in the Partnership Agreement. The General Partner may accept in its sole and absolute discretion all, none or any portion of the requested commitment amount set forth above the Subscriber’s signature on the signature page to this Subscription Agreement and may accept all, none or any remaining portion of such requested commitment amount at one or more subsequent closings, in each case as reflected on the initial General Partner Acceptance Page and, if applicable, an additional General Partner Acceptance Page with respect to such remaining portion then accepted, in each case by execution and delivery to the Partnership of such initial or additional General Partner Acceptance Page or notice to the Partnership of the execution thereof. Prompt notice of such acceptance also will be given to the Subscriber either by

delivery of a copy of the applicable General Partner Acceptance Page signed by the General Partner or other notice of such execution. If so accepted, this Subscription Agreement may not be canceled, terminated or revoked by the Subscriber, except as, and only to the extent, expressly provided for by applicable law in certain jurisdictions outside the United States. Unless otherwise defined herein, capitalized terms used in this Subscription Agreement will have the meanings ascribed to such terms in the Partnership Agreement.

2. Investor Qualification Statement and Tax Forms. The Subscriber represents, warrants and agrees that all of the statements, answers, information and, as applicable, covenants in the Investor Qualification Statement that the Subscriber has completed (together with all similar and/or related statements, documents, exhibits, certificates and/or agreements required to be completed with respect to the Subscriber's Commitment (*e.g.*, by certain direct or indirect owners or control persons or entities), the "Investor Qualification Statement") and each Form W-9, Form W-8BEN, Form W-8BEN-E, Form W-8IMY, Form W-8EXP, and/or Form W-8ECI that the Subscriber has delivered to the General Partner (collectively, the "Tax Forms") including any portion of the Investor Qualification Statement and/or Tax Forms that is submitted electronically and/or updated by or on behalf of the Subscriber after the Subscriber's initial submission of this Subscription Agreement, are true, complete and correct as of the date hereof, will be true, complete and correct as of the date and/or dates of the acceptance of this subscription and, as of each such date, do not and will not omit to state any material fact necessary in order to make the statements contained therein not misleading. In the event of any inconsistency between the representations in this subscription agreement and the Investor Qualification Statement, the representations in this Subscription Agreement will control.

3. Consent to Electronic Delivery of Schedules K-1 and Other Reports and Notices. The Subscriber consents to receive Schedules K-1 (Partner's Share of Income, Deductions, Credits, etc.) (collectively, the "Schedule K-1"), account statements, confirmations and transaction reports and notices (collectively, the "Other Reports and Notices") from the Partnership electronically via email, the Internet, and/or another electronic reporting medium in lieu of paper copies and confirms that it has executed the Electronic Schedule K-1 and Other Reports and Notices Consent Form attached as Appendix II to the Subscription Agreement and has delivered such executed consent form to the General Partner via electronic mail in a scanned .pdf file. Additionally, if the Subscriber ever owns an interest in any other entity classified as a partnership (general, limited or limited liability) for U.S. federal income tax purposes by reason of its Commitment (*e.g.*, because of the use of an alternative investment vehicle to make an investment), the Subscriber (a) consents to receive the Schedule K-1 and Other Reports and Notices from such other entity electronically via email, the Internet, and/or another electronic reporting medium in lieu of paper copies and (b) agrees, upon notification by the General Partner of the Subscriber's ownership of an interest in such other entity, to, at the request of the General Partner, either (i) execute a new consent document provided by the General Partner or (ii) access a consent document at the internet location then specified by the General Partner and follow the instructions contained therein.

4. Representations, Warranties and Covenants of the Subscriber. In connection with the Subscriber's agreement to subscribe for limited partner interests in the Partnership (the "Interests"), the Subscriber represents, warrants and covenants to the General Partner as of the date

hereof and through and including each date that this Subscription Agreement is accepted in whole or in part by the General Partner as follows:

(a) Authorization.

- (i) If the Subscriber is a natural person or if beneficial ownership of the Subscriber is held by an individual through a revocable grantor trust or an individual retirement account, the Subscriber or the Subscriber's beneficial owner is at least twenty-one (21) years old and it is within the Subscriber's right, power and capacity to execute this Subscription Agreement, the Power of Attorney, the Tax Forms, the Investor Qualification Statement and all agreements contemplated hereby and thereby, to invest in the Partnership and to fund its Commitment as contemplated by, and in accordance with, this Subscription Agreement and the Partnership Agreement. If the Subscriber lives in a community property state in the United States, either (A) the source of the Subscriber's Commitment will be the Subscriber's separate property and the Subscriber will hold the Interests as separate property, or (B) the Subscriber alone has the authority to bind the community property of his or her marital estate with respect to this Subscription Agreement, the Power of Attorney, the Investor Qualification Statement, the Tax Forms, the Anti-Money Laundering & Know-Your-Client (KYC) Checklist (the "AML Checklist") and all agreements contemplated hereby and thereby.
- (ii) If the Subscriber is a corporation, limited liability company, partnership (general, limited or limited liability), trust, retirement system or other entity, the Subscriber is duly organized, formed or incorporated, as the case may be, is validly existing in good standing and the Subscriber is authorized, empowered and qualified to execute this Subscription Agreement, the Power of Attorney, the Tax Forms, the Investor Qualification Statement and all agreements contemplated hereby and thereby, to invest in the Partnership and to fund its Commitment as contemplated by, and in accordance with, this Subscription Agreement and the Partnership Agreement. The individual signing this Subscription Agreement, the Power of Attorney, the Investor Qualification Statement, the Tax Forms, the AML Checklist and all agreements contemplated hereby and thereby on the Subscriber's behalf has been duly authorized to do so.
- (iii) Unless separately acknowledged in writing by the Partnership on or before the date of acceptance of the application to subscribe for interests in the Partnership, there are no governmental orders, permissions, consents, approvals or authorizations that are required to be obtained and/or observed, and no registrations or other filings are required to be made in connection with the subscription of interests in the Partnership by the Subscriber and/or the Subscriber's status as a potential Limited Partner of the Partnership.

- (b) Execution; Binding Obligation. The Partnership Agreement shall become binding upon the Subscriber on the later of (i) the date of the Partnership Agreement and (ii) the date, if any, that the General Partner accepts this subscription in whole or in part. The Subscriber acknowledges and agrees that the execution of this Subscription Agreement constitutes for all purposes the execution of the AML Checklist. Each of this Subscription Agreement, the Partnership Agreement (including Section 12.2 thereof), the Investor Qualification Statement, the AML Checklist, the power of attorney executed and delivered by the Subscriber in connection with this subscription (the “Power of Attorney”), the Tax Forms and all other documents or agreements executed and delivered by the Subscriber in connection herewith is a valid and binding agreement or instrument, as applicable, enforceable against the Subscriber in accordance with its terms. The Subscriber understands that, upon acceptance by the General Partner and except as explicitly provided for by law in certain jurisdictions outside the United States, the Subscriber is not entitled to cancel, terminate or revoke this Subscription Agreement or any of the powers conferred herein. The Subscriber represents and warrants that the Power of Attorney granted by the Subscriber in connection with this Subscription Agreement has been executed by it in compliance with the laws of the state or jurisdiction in which this Subscription Agreement was executed and to which the Subscriber is subject. The Subscriber hereby covenants and agrees on behalf of itself and its successors and assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish and deliver such other instruments, documents and statements and to take such other actions as the General Partner may determine to be necessary or appropriate to effectuate and carry out the purposes of this Subscription Agreement, the Power of Attorney, the Investor Qualification Statement, the Partnership Agreement and all other documents or agreements executed and delivered by the Subscriber in connection herewith, including providing a copy of a government-issued passport of such individual and/or an entity’s organization and formation documents.
- (c) No Conflict. The execution and delivery of and/or adherence to, as applicable, this Subscription Agreement, the Investor Qualification Statement, the AML Checklist, the Power of Attorney and the Partnership Agreement by or on behalf of the Subscriber, the consummation of the transactions contemplated hereby or thereby and the performance of the Subscriber’s obligations under this Subscription Agreement, the Power of Attorney and the Partnership Agreement will not conflict with, or result in any violation of or default under, any provision of any governing instrument applicable to the Subscriber, or any agreement or other instrument to which the Subscriber is a party or by which the Subscriber or any of its properties are bound, or any United States or non-United States permit, franchise, judgment, decree, statute, order, rule or regulation applicable to the Subscriber or the Subscriber’s business or properties.
- (d) Offering Materials and Other Information. The Subscriber has a pre-existing and substantive personal or business relationship with the General Partner and/or any of its principals, agents or Affiliates. The Subscriber has received and read a copy of the confidential Private Placement Memorandum of the Partnership, dated

December 2023 (as amended, restated and supplemented on or prior to the initial acceptance date for this subscription, the “Private Placement Memorandum”), this Subscription Agreement and the copy of the Partnership Agreement provided to the Subscriber before the General Partner’s initial acceptance of any of the Subscriber’s requested commitment amount (collectively, the “Offering Materials”) as well as Form ADV Part 2 for Hunter Point Capital LP (the “Management Company”), and the Subscriber has relied on nothing other than the Offering Materials in deciding whether to make an investment in the Partnership. In addition, the Subscriber acknowledges that the Subscriber has been given the opportunity to (i) ask questions and receive satisfactory answers concerning the terms and conditions of the offering, (ii) perform its own independent investigations and (iii) obtain additional information in order to evaluate the merits and risks of an investment in the Partnership and to verify the accuracy of the information contained in the Offering Materials. No statement, printed material or other information that is contrary to the information contained in the Offering Materials has been given or made by or on behalf of the General Partner, the Management Company and/or the Partnership to the Subscriber. The Subscriber has consulted, to the extent deemed appropriate by the Subscriber, with the Subscriber’s own advisers as to the financial, tax, legal, accounting, regulatory and related matters concerning an investment in the Interests and on that basis understands the financial, tax, legal, accounting, regulatory and related consequences of an investment in the Interests, and believes that an investment in the Interests is suitable and appropriate for the Subscriber.

- (e) No Registration of Interests. The Subscriber understands that the Interests have not been, and will not be, registered under the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the “Securities Act”), or any state or non-United States securities laws, and are being offered and sold in reliance upon United States federal, state and applicable non-United States exemptions from registration requirements for transactions not involving a public offering. The Subscriber recognizes that reliance upon such exemptions, as well as the tax treatment of the Partnership, is based in part upon the representations of the Subscriber contained in this Subscription Agreement, the Investor Qualification Statement, the AML Checklist and the Tax Forms. The Subscriber represents and warrants that the Interests will be acquired by the Subscriber solely for the account of the Subscriber, for investment purposes only and not with a view to the distribution thereof. The Subscriber represents and warrants that the Subscriber (i) is a sophisticated investor with the knowledge and experience in business and financial matters to enable the Subscriber to evaluate the merits and risks of an investment in the Partnership, (ii) is able to bear the economic risk and lack of liquidity of an investment in the Partnership for an indefinite period of time and (iii) is able to bear the risk of loss of its entire investment in the Partnership. The Subscriber’s Commitment, together with the Subscriber’s other investments that are not readily marketable, is not disproportionate to the Subscriber’s net worth.

- (f) Regulation D under the Securities Act. The Subscriber is an “accredited investor” as that term is defined in Regulation D promulgated under the Securities Act (“Regulation D”).
- (g) Rule 506(d) of Regulation D. The Subscriber<sup>1</sup> has not been subject to any event specified in Rule 506(d)(1) of the Securities Act or any proceeding or event that could result in any such disqualifying event (“Disqualifying Event”) that would either require disclosure under the provisions of Rule 506(e) of the Securities Act or result in disqualification under Rule 506(d)(1) of the Partnership’s use of the Rule 506 exemption. The Subscriber will immediately notify the General Partner in writing if the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof. In the event that the Subscriber becomes subject to a Disqualifying Event at any date after the date hereof, the Subscriber agrees and covenants to use its best efforts to coordinate with the General Partner to (i) provide documentation as reasonably requested by the General Partner related to any such Disqualifying Event and (ii) implement a remedy to address the Subscriber’s changed circumstances such that the changed circumstances will not affect in any way the Partnership’s or its affiliates’ ongoing and/or future reliance on the Rule 506 exemption under the Securities Act. The Subscriber acknowledges that, at the discretion of the General Partner, such remedies may include the waiver of all or a portion of the Subscriber’s voting power in the Partnership (and any alternative investment vehicle related thereto) and/or the Subscriber’s withdrawal from the Partnership (and any alternative investment vehicle related thereto) through the transfer or sale of its Interest (including any interest in any alternative investment vehicle related thereto). The Subscriber also acknowledges that the General Partner may periodically request assurance that the Subscriber has not become subject to a Disqualifying Event at any date after the date hereof, and the Subscriber further acknowledges and agrees that the General Partner shall understand and deem the failure by the Subscriber to respond in writing to such requests to be an affirmation and restatement of the representations, warranties and covenants in this Section 4(g).
- (h) Investment Company Act Matters. The Subscriber understands that: (i) the Partnership does not intend to register as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder (the “Investment Company Act”), and (ii) the Subscriber will not be afforded the protections provided to investors in registered investment companies under the Investment Company Act. Except as expressly indicated on the Investor Qualification Statement, the Subscriber was not formed or reformed (as interpreted under the Investment Company Act) for the specific purpose of

---

<sup>1</sup> For the purposes of this Section 4(g), references to the “Subscriber” shall include any Person (as defined in the Partnership Agreement) whose interest in, or relationship to, the Subscriber is deemed to make such Person a beneficial owner of the Partnership’s voting securities under Exchange Act Rule 13d-3 and within the meaning of Rule 506(d). Under Rule 13d-3, a Person is a beneficial owner of a security if, for among other reasons, such Person directly or indirectly has or shares (a) the power to vote or to direct the voting of such security and/or (b) the power to dispose of or direct the disposition of such security.



making an investment in the Partnership, and, under the ownership attribution rules promulgated under Section 3(c)(1) of the Investment Company Act, no more than one person will be deemed a beneficial owner of the Subscriber's Interest. The Subscriber is a "qualified purchaser" as that term is defined under the Investment Company Act and, if the Subscriber is a company formed on or before April 30, 1996 that relies on the exceptions provided for in Section 3(c)(1) or 3(c)(7) of the Investment Company Act to be exempt from registration as an investment company under the Investment Company Act, all consents required under the Investment Company Act to the Subscriber's treatment as a qualified purchaser have been obtained.

- (i) Acknowledgement of Risks; Restrictions on Transfer. The Subscriber recognizes that: (i) an investment in the Partnership involves certain risks, (ii) the Interests will be subject to certain restrictions on transferability as described in the Partnership Agreement and (iii) as a result of the foregoing, the marketability of the Interests will be severely limited. The Subscriber agrees that it will not, directly or indirectly, transfer, sell, assign, convey, pledge, grant a security interest over, encumber, mortgage, divide, hypothecate or otherwise dispose of all or any portion of the Interests in any manner that would violate the Partnership Agreement, the Securities Act or any United States federal or state or non-United States securities laws or subject the Partnership or the General Partner or any of its affiliates to regulation under (or make materially more burdensome for such Person any regulatory requirement under) the Investment Company Act or the United States Investment Advisers Act of 1940, as amended, and the rules and regulations promulgated thereunder (the "Investment Advisers Act"), the rules and regulations of the U.S. Securities and Exchange Commission or the laws and regulations of any United States federal, state or municipal authority or any non-United States governmental authority having jurisdiction thereover.
- (j) Additional Investment Risks. The Subscriber is aware that: (i) the Partnership has no financial or operating history, (ii) investment returns, if any, set forth in the Private Placement Memorandum or in any supplemental letters or materials thereto are not necessarily comparable to or indicative of the returns, if any, that may be achieved on investments made by, or in, the Partnership, (iii) the General Partner or a person or entity selected by the General Partner (which may be a manager, member, shareholder, partner or affiliate thereof) will receive substantial compensation in connection with the management of the Partnership, and (iv) no United States federal, state or local or non-United States agency, governmental authority or other person has passed upon the Interests or made any finding or determination as to the fairness of this investment.
- (k) No Public Solicitation of Subscriber. The Subscriber confirms that it is not subscribing for any Interest as a result of any form of general solicitation or general advertising, including (i) any advertisement, article, notice, video or other communications published in any newspaper, magazine or similar media (including any internet site that is not password protected) or broadcast over television or radio

or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

- (l) Investment Advisers Act Matters. The Subscriber, as well as any direct or indirect beneficial owner of the Subscriber that would be identified as a “client” under Rule 205-3 under the Investment Advisers Act, is a “qualified client” within the meaning of the Investment Advisers Act and the rules and regulations promulgated thereunder. The Subscriber agrees that the General Partner and the Partnership may provide in any electronic medium (including via email or website access) any disclosure or document that is required by applicable law to be provided to the Subscriber. The Subscriber acknowledges and agrees that the General Partner has advised the Subscriber of its intention to sell to the Partnership all or a portion of one or more investments directly or indirectly owned or to be owned by the General Partner or one or more of its affiliates, and that the Subscriber has been given the opportunity to ask questions and obtain information (including pricing information) regarding such sale(s). The Subscriber hereby consents to the consummation of each such sale, including to any related “principal transaction” under Section 206(3) of the Investment Advisers Act, in compliance with the terms of the Partnership Agreement. In addition, the Subscriber hereby agrees that the board or committee designated in the Partnership Agreement to provide Investment Advisers Act approvals on behalf of the Subscriber is appointed and authorized to do so on behalf of the Subscriber, including any approvals required under Section 206(3) of the Investment Advisers Act and any consent to a transaction that would result in any “assignment” (within the meaning of the Investment Advisers Act) with respect to the General Partner, the Management Company, or any other investment advisory affiliate of the General Partner.
- (m) Tax Status of Flow-Through Subscriber. If the Subscriber is a partnership, a limited liability company treated as a partnership for United States federal income tax purposes, a grantor trust (within the meaning of Sections 671-679 of the Code) or an S corporation (within the meaning of Code §1361) (each a “flow-through entity”), the Subscriber represents and warrants that either:
- (i) no person or entity will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person’s or entity’s interest in the Subscriber is attributable to the Subscriber’s investment in the Partnership; or
  - (ii) if one or more persons or entities will own, directly or indirectly through one or more flow-through entities, an interest in the Subscriber such that more than 70% of the value of such person’s or entity’s interest in the Subscriber is attributable to the Subscriber’s investment in the Partnership, neither the Subscriber nor any such person or entity has or had any intent or purpose to cause such person (or persons) or entity (or entities) to invest in the Partnership indirectly through the Subscriber in order to enable the Partnership to qualify for the 100-partner safe harbor under U.S. Department of Treasury Reg. §1.7704-1(h).

- (n) Benefit Plan Investor Status of Subscriber. The Subscriber represents and warrants that, except as disclosed by the Subscriber to the General Partner in the Investor Qualification Statement, the Subscriber is not (i) an “employee benefit plan” that is subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (“ERISA”), (ii) an individual retirement account or annuity or other “plan” that is subject to Code §4975, or (iii) a fund of funds, an insurance company separate account or an insurance company general account or another entity or account (such as a group trust), in each case whose underlying assets are deemed under the U.S. Department of Labor regulation codified at 29 C.F.R. § 2510.3-101, as modified by Section 3(42) of ERISA (the “Plan Asset Regulation”), to include “plan assets” of any “employee benefit plan” subject to ERISA or “plan” subject to Code §4975 (each of clauses (i) through (iii), a “Benefit Plan Investor”). If the Subscriber has indicated in the Investor Qualification Statement that it is not a Benefit Plan Investor, it represents, warrants and covenants that it shall not become a Benefit Plan Investor for so long as it holds Interests.

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

- (A) The Plan’s decision to invest in the Partnership was made on an arms’ length basis by duly authorized fiduciaries in accordance with the Plan’s governing documents, which fiduciaries (each, a “Plan Fiduciary”) are (i) independent of the Partnership, the General Partner, the Management Company, and their affiliates, (ii) capable of evaluating investment risks and exercising independent judgment with regard to the Plan’s prospective investment in the Partnership and (iii) fiduciaries under ERISA and/or the Code or any other U.S. federal, state or local or non-U.S. law substantially similar to ERISA or Code §4975 (“Similar Law”), as applicable, with respect to the decision to invest in the Partnership.
- (B) None of the Partnership, the General Partner, the Management Company, or any of their respective affiliates has undertaken to provide any advice or recommendation, including, without limitation, in a fiduciary capacity, and no such advice nor any recommendation was relied upon by any Plan Fiduciaries in deciding to invest in the Partnership. Such Plan Fiduciaries have considered any fiduciary duties or other obligations arising under ERISA, Code §4975 and any Similar Law, including any regulations, rules and procedures issued thereunder and related judicial interpretations, in determining to invest in the Partnership, and such Plan Fiduciaries have independently determined that an investment in the Partnership is consistent with such fiduciary duties and other obligations.
- (C) No discretionary authority or control was exercised by the Partnership, the General Partner, the Management Company, or any of their respective affiliates in connection with the Plan’s investment in the Partnership. No investment advice was provided to the Plan or the Plan Fiduciary by the

Partnership, the General Partner, the Management Company, or their respective affiliates, including any advice based upon the Plan's investment policies or strategies, overall portfolio composition or diversification with respect to its investment in the Partnership.

- (D) The Subscriber acknowledges and agrees that the Partnership does not intend to hold "plan assets" of the Plan and that none of the Partnership, the General Partner, the Management Company, or any of their respective affiliates will act as a fiduciary to the Plan under ERISA, the Code or any Similar Law with respect to the Subscriber's purchase or retention of an Interest or the management or operation of the Partnership.
- (E) Assuming the assets of the Partnership are not "plan assets" within the meaning of Section 3(42) of ERISA, the Subscriber's acquisition and holding of Interests will not constitute or result in a non-exempt "prohibited transaction" under ERISA or Code §4975 or a violation of any Similar Law.
- (F) The information provided in the Investor Qualification Statement for Individuals, if the Subscriber is a natural person or alter-ego thereof, or the Investor Qualification Statement for Entities, if the Subscriber is an entity, is true and accurate as of the date hereof; such information will remain true and accurate for so long as the Subscriber holds Interests; and the Subscriber agrees to notify the Partnership immediately if it has any reason to believe that it is or may be in breach of the foregoing representation and covenant.
- (o) Anti-Money Laundering, Anti-Financial Criminal Law, Counter Terrorist Financing Laws, Economic Sanctions, Anti-Bribery and Anti-Boycott Matters.
  - (i) The Subscriber acknowledges that the Partnership seeks to comply with all applicable anti-money laundering, anti-financial criminal law, counter terrorist financing laws, economic sanctions, anti-bribery and anti-boycott laws and regulations. In furtherance of these efforts, the Subscriber represents, warrants and agrees that: (A) none of the Subscriber, or any of its affiliates, its beneficial owners, or its controllers or authorized persons (such Persons, other than the Subscriber, "Related Persons") is the target of economic or financial sanctions imposed, administered, or enforced by the United States government, including the United States Department of the Treasury Office of Foreign Assets Control, the United Kingdom, the United Nations Security Council, or the European Union (collectively, "Sanctions," and any person that is the subject of such Sanctions or 50% or more owned or controlled by one or more persons that are the subject of such Sanctions a "Sanctioned Person") nor is operationally based or domiciled in a country or territory in relation to which Sanctions have been issued by the United States, United Nations, European Union or the United Kingdom, (B) no capital commitment, contribution or payment to the Partnership by the Subscriber and no distribution to the Subscriber shall cause the Partnership or the General Partner to be in violation of any

applicable U.S. federal or state or non-U.S. laws or regulations, including anti-money laundering, Sanctions, anti-bribery or anti-boycott laws or regulations, including the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, and the Foreign Corrupt Practices Act, (C) all capital contributions or payments to the Partnership by the Subscriber will be made through an account located in a jurisdiction that does not appear on the list of boycotting countries published by the U.S. Department of Treasury pursuant to Code §999(a)(3), as in effect at the time of such contribution or payment, (D) neither the Subscriber nor any Related Persons are or have engaged, or will engage, or are owned or controlled by any party that is or has engaged, or will engage, in activities that could result in being designated a Sanctioned Person or on any list of restricted parties maintained by the U.S. federal government, the European Union or the United Kingdom, and (E) the Subscriber otherwise will not engage in any business or other activities that could cause the Partnership to be in violation of applicable anti-money laundering, anti-financial criminal law, counter terrorist financing laws, Sanctions, anti-bribery or anti-boycott laws or regulations. The Subscriber acknowledges and agrees that, notwithstanding anything to the contrary contained in the Partnership Agreement, any side letter or any other agreement, to the extent required by or deemed advisable by the General Partner under any anti-money laundering, anti-financial criminal law, counter terrorist financing laws, Sanctions, anti-bribery or anti-boycott law or regulation, the Partnership and the General Partner may prohibit additional capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Interests, and the Subscriber shall have no claim, and shall not pursue any claim, against the Partnership, the General Partner or any other Person in connection therewith.

- (ii) The Subscriber represents and warrants that none of the Subscriber, or to the best of its knowledge after due and reasonable inquiry, any Related Person or any person for whom the Subscriber is acting as agent or nominee in connection with this subscription is a senior political figure<sup>2</sup>, or any immediate family member<sup>3</sup> or close associate<sup>4</sup> of a senior political figure.

---

<sup>2</sup> A “senior political figure” is defined as a current or former senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a current or former senior official of a major non-U.S. political party or a current or former senior executive of a non-U.S. government-owned commercial enterprise. For purposes of this definition, (i) a “senior official” or “senior executive” means an individual with substantial authority over policy, operations or the use of government-owned resources and (ii) a “senior political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior political figure as described above.

<sup>3</sup> An “immediate family member” of a senior political figure means any spouse, parent, sibling, child or spouse’s parent or sibling.

<sup>4</sup> A “close associate” of a senior political figure means a natural person who (a) is widely and publicly known (or is actually known) to be a close associate of a senior political figure, (b) is known to own or control a legal

The Subscriber represents and warrants that to the extent the Subscriber has any beneficial owners, it has carried out thorough due diligence to establish the identities of such beneficial owners. The Subscriber reasonably believes upon due inquiry that no such beneficial owner is a Sanctioned Person, and that no funds contributed to the Partnership or otherwise transferred or conveyed pursuant to this Subscription Agreement are derived directly or indirectly from a Sanctioned Person. The Subscriber represents, warrants and agrees that it holds the evidence of identities of all beneficial owners and will maintain all such evidence for at least five years from the date of a complete withdrawal from the Partnership.

(iii) If the Subscriber is a non-U.S. banking institution (a “Non-U.S. Bank”) or if the Subscriber receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Non-U.S. Bank, the Subscriber represents and warrants to the General Partner that such Non-U.S. Bank:

- (A) has a fixed address, other than solely an electronic address, in a country in which the Non-U.S. Bank is authorized to conduct banking activities;
- (B) employs one or more individuals on a full-time basis;
- (C) maintains operating records related to its banking activities;
- (D) is subject to inspection by the banking authority that licensed the Non-U.S. Bank to conduct banking activities; and
- (E) does not provide banking services to any other Non-U.S. Bank that does not have a physical presence in any country and that is not a regulated affiliate.

(p) Privacy Notices.

(i) If a natural person (or an entity that is an “alter ego” of a natural person (e.g., a revocable grantor trust, an individual retirement account or an estate planning vehicle)), the Subscriber has received and read a copy of the Privacy Notice with respect to the General Partner’s collection and maintenance of non-public personal information regarding the Subscriber, and the Subscriber hereby requests and agrees, to the extent permitted by applicable law, that the General Partner shall refrain from sending to the Subscriber (i) an annual privacy notice, as contemplated by 16 CFR Part 313, §313.5 (the Federal Trade Commission’s Final Rules regarding the Privacy of Consumer Financial Information (the “FTC’s Final Privacy

---

instrument or person jointly with a senior political figure, (c) maintains some other kind of close business or personal relationship with a senior political figure or (d) owns or controls a legal instrument or person which is known to have been established for the benefit of a senior political figure.

Rules”)), provided that the General Partner keep an annual privacy notice with the books and records of the business and such annual privacy notice is available to the Subscriber upon its request, and (ii) any other information regarding the customer relationship, as contemplated by 16 CFR Part 313, §313.9(c)(2) of the FTC’s Final Privacy Rules. The Subscriber understands that, at any time subsequent to the date hereof, it may elect to receive any information contemplated by clauses (i) and (ii) above, but only to the extent that the General Partner is required by applicable law to deliver such information, by providing reasonable prior written notice to the General Partner to such effect.

- (ii) The Subscriber acknowledges that it has read and understood the EEA/UK Privacy Notice, the contents of which shall be deemed to be incorporated herein by reference in its entirety. In particular, if and to the extent that EEA/UK Data Protection Legislation applies and personal data is provided by anyone other than a natural person (*e.g.*, a partnership, trust, corporation or other entity), then the Subscriber hereby undertakes, represents and warrants that:
  - (A) all such personal data has been collected, processed and transferred in accordance with applicable EEA/UK Data Protection Legislation;
  - (B) all such personal data is and will be adequate, relevant and limited to what is necessary for the purposes described in the EEA/UK Privacy Notice and is accurate and up-to-date; and
  - (C) the data subjects of such personal data have been made aware of the purposes for, and manner in, which such personal data will be processed (as set out in the EEA/UK Privacy Notice).
- (iii) If the California Consumer Privacy Act of 2018, as amended (the “CCPA”) applies to the collection and sharing of personal information of the Subscriber or its partners, officers, directors, employees, shareholders, members, managers, ultimate beneficial owners or Affiliates by the General Partner and/or its Affiliates, the Subscriber acknowledges that it has read and understood the Privacy Notice Supplement for California Residents.
- (q) Confidentiality. The Subscriber acknowledges and agrees that (i) it has received and may in the future receive Confidential Information regarding the Partnership, the Parallel Fund, the Executive Fund, each Feeder Vehicle, the General Partner, each Parallel Fund General Partner, each Feeder Vehicle General Partner, the Ultimate General Partner, the Management Company and each of their respective affiliates, each Alternative Investment Vehicle, each general partner, manager or other control Person of any of the foregoing Persons and each existing or prospective Portfolio Entity (or portfolio entity of any Alternative Investment Vehicle) or each existing or prospective investment of a Portfolio Entity (or portfolio entity of any Alternative Investment Vehicle) and their respective

subsidiaries (collectively, the “Partnership Entities”) as well as the other partners, members or similar persons of the Partnership Entities, (ii) such Confidential Information contains trade secrets and is proprietary, (iii) disclosure of such Confidential Information to third parties is not in the best interest of any of the Partnership Entities or the partners, members or similar persons of the Partnership Entities and (iv) disclosure of such Confidential Information would cause substantial harm and damages to the Partnership Entities and the partners, members or similar persons of the Partnership Entities. The Subscriber hereby represents and warrants that, except as previously disclosed to the General Partner in writing, (A) it is not subject to any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree requiring it to disclose any information or materials (whether or not Confidential Information) relating to any of the Partnership Entities or the other Partners or the Parallel Fund Partners to any Person(s) and (B) it is not required by any law, statute, governmental rule or regulation or judicial or governmental order, judgment or decree or any agreement or contract to obtain any consent or approval prior to agreeing to be bound by the confidentiality covenant set forth in the Partnership Agreement. The Subscriber hereby represents and warrants that except as previously disclosed in writing to the General Partner, it has taken all actions and obtained all consents necessary to enable it to comply with the provisions of Section 7.12 of the Partnership Agreement. The Subscriber hereby agrees that it will not use any Confidential Information it receives for any purpose other than monitoring and evaluating its investment in the Partnership. Any information provided to a Person at the direction or request of the Subscriber shall be treated for purposes hereof and for purposes of the Partnership Agreement as instead having been provided to such Person by the Subscriber, and such deemed disclosure by the Subscriber shall be subject to all of the limitations and other provisions in the Partnership Agreement relating to Confidential Information.

- (r) VCOC Escrow. To the extent required under the Partnership Agreement, the Subscriber will deposit all capital contributions or payments made by the Subscriber prior to the time the Partnership qualifies as a VCOC (as defined in the Partnership Agreement) in a directed trust account or an escrow fund established by the General Partner that is intended to comply with applicable Department of Labor regulations and rulings under ERISA, including U.S. Department of Labor Advisory Opinion 95-04A, and that will invest such capital contributions or payments in money market instruments or other short-term investments pending (i) release of such funds to the Partnership for long-term investment of such capital contributions or payments by the Partnership on or after the date the Partnership qualifies as a VCOC or (ii) return of such amounts (including earnings thereon) to the Subscriber pursuant to the Partnership Agreement and/or at the end of a mutually agreed upon period of time if no such long-term investment shall have been made during such period.
- (s) Volcker Rule. The Subscriber hereby represents and warrants to the General Partner and the Partnership that the Subscriber is not a “banking entity” as such term is defined under Section 619 of the Dodd-Frank Wall Street Reform and



Consumer Protection Act (the “Volcker Rule”) or qualifies for an exclusion, an exemption and or other relief under the Volcker Rule with respect to the ownership of interests in the Partnership, based on the currently available published regulatory guidance. The Subscriber agrees that it shall not be entitled to (i) deliver an Opinion of Limited Partner’s Counsel to the effect that it has a Limited Partner Regulatory Problem under Section 7.7 of the Partnership Agreement, or (ii) a General Excused Investment under Section 7.13 of the Partnership Agreement, in either case if the Subscriber at any time fails to qualify for an exclusion, an exemption and/or other relief under the Volcker Rule.

- (t) Additional Representations for Non-U.S. Subscribers. If the Subscriber is (i) not a United States Person, (ii) an EEA Subscriber (as defined in Appendix I to this Subscription Agreement), (iii) a UK Subscriber (as defined in Appendix I to this Subscription Agreement) or (iv) a Swiss Subscriber (as defined in Appendix I to this Subscription Agreement), the Subscriber hereby makes those additional representations applicable to residents of the Subscriber’s country of residence as specified in Appendix I to this Subscription Agreement. If the Subscriber (or any Person that has made this decision to invest in the Partnership for, or on behalf of, the Subscriber) is domiciled in, or has a registered office in certain non-U.S. jurisdictions, the Subscriber may be required to complete and execute additional documentation (including one or more supplemental questionnaires). Any such Subscriber understands that it is such Subscriber’s responsibility to satisfy itself as to the full observance of the law of any relevant territory outside the United States in connection with the offer and sale of the Interests, including obtaining any required governmental or other consent and observing any applicable formalities.
- (u) FATCA and other Automatic Exchange of Information Regimes.
  - (i) The Subscriber acknowledges and agrees that the Partnership is required to comply with the one or more of the AEOI Regimes (as defined below) and covenants and agrees to provide promptly, and update periodically, at any times requested by the General Partner, the Partnership or the Partnership’s administrator (as applicable) and following any change that may cause information set forth in this Section 4(u) to become untrue or misleading in any material respect, all information, documentation, certifications and forms (including, but not limited to, the Tax Forms), and verifications thereof that the General Partner, the Partnership or the Partnership’s administrator (as applicable) deems necessary, advisable or appropriate to comply with (x) any requirement imposed by Code §§1471 - 1474, and any U.S. Department of Treasury Regulations, forms, instructions or other guidance issued pursuant thereto (commonly referred to as “FATCA”), any similar legislation, regulations or guidance enacted or promulgated by any jurisdiction or international organization which seeks to implement similar automatic exchange of information, tax reporting and/or withholding tax regimes (including, but not limited to, the OECD Standard for Automatic Exchange of Financial Account Information in Tax Matters - the Common Reporting Standard (“CRS”)), (y) any intergovernmental agreement, treaty

or other arrangement entered into between any jurisdictions concerning the collection and sharing of information, and (z) any current or future legislation, regulations or guidance promulgated by or between any jurisdictions or international organizations giving rise to or effect to any item described in clause (x) or (y) (collectively, all of the authorities described in clauses (x), (y) and (z) are referred to herein as “AEOI Regimes”), including information, documentation, certifications and forms (and verifications thereof) that the General Partner, the Partnership or the Partnership’s administrator (as applicable) deems necessary, advisable or appropriate:

- (A) to determine the residence, citizenship, country of domicile, incorporation or organization, and any tax status ascribed to the Subscriber and its beneficial owners pursuant to AEOI Regimes or pursuant to applicable tax laws (including, without limitation, the most current applicable version of IRS Form W-9 or W-8, and any other “self-certification” documentation the General Partner, the Partnership or the Partnership’s administrator (as applicable) deems necessary, advisable or appropriate);
- (B) to determine whether withholding of tax is required with respect to amounts payable or attributable to the Subscriber pursuant to any AEOI Regime;
- (C) to satisfy reporting obligations imposed by any AEOI Regime, for the Partnership or any Alternative Investment Vehicle to enter into any agreement required pursuant to any AEOI Regime; or
- (D) to comply with the terms of such an agreement on an annual or more frequent basis.

In addition, the Subscriber covenants and agrees to provide promptly, and update periodically, at any times requested by the General Partner, the Partnership or the Partnership’s administrator (as applicable), all information, documentation, certifications and forms (including Tax Forms), and verifications thereof that the General Partner, the Partnership or the Partnership’s administrator (as applicable) deems necessary, advisable, appropriate or desirable to establish the eligibility of the Partnership, any Parallel Fund, the Executive Fund, any Feeder Vehicle, any Alternative Investment Vehicle or any Portfolio Entity for relief from any taxation.

All of the information, documentation, certifications and forms (and verifications thereof) described in this Section 4(u), collectively with the Tax Forms and any other tax-related information collected pursuant to this Subscription Agreement or the Partnership Agreement, including any

tax-related information provided in the Subscriber's Investor Qualification Statement, are referred to herein as "Tax Information."

- (ii) The Subscriber acknowledges and agrees that, for itself, and for and on behalf of its beneficial owners and controllers (as applicable), it waives, and/or shall cooperate with the Partnership, any Alternative Investment Vehicle and the General Partner to obtain a waiver of the provisions of any law that (A) prohibits the disclosure by the General Partner, the Partnership, any Alternative Investment Vehicle, or by any of their respective agents or Affiliates, of the information or documentation requested from the Subscriber, (B) prohibits the reporting of financial or account information by the General Partner, the Partnership, any Alternative Investment Vehicle, or by any of their respective agents or Affiliates, required pursuant to AEOI Regimes or (C) otherwise prevents compliance by the General Partner, the Partnership or any Alternative Investment Vehicle with their obligations under AEOI Regimes.
- (iii) The Subscriber acknowledges that if it fails to supply any Tax Information required pursuant hereto on a timely basis or provides any Tax Information that is in any way misleading or incorrect, the Subscriber, the Partnership and/or any Alternative Investment Vehicle may be subject to withholding taxes pursuant to AEOI Regimes. The Subscriber hereby agrees to indemnify and hold harmless the Partnership, any Alternative Investment Vehicle, and their respective partners or other owners against any such withholding taxes or any other penalties that may arise as a result of the Subscriber's action, inaction or status in connection with any AEOI Regime (including where the Subscriber's failure to provide Tax Information is based on a statutory, regulatory or other prohibition). The Subscriber further acknowledges that its failure to comply with any requirement pursuant to this Section 4(u) (including a failure based on a statutory, regulatory or other prohibition) may result in the Partnership or any Alternative Investment Vehicle being unable to enter into or comply with an agreement required pursuant to an AEOI Regime, or may cause the termination of such an agreement. Such failure may create and/or exacerbate a Partnership Regulatory Risk to which the withdrawal provisions of Section 7.7 of the Partnership Agreement would apply.
- (iv) The Subscriber shall promptly notify the General Partner in writing if any governmental body terminates any agreement entered into with the Subscriber pursuant to any AEOI Regime.
- (v) The Subscriber acknowledges that any Tax Information requested or compiled by the General Partner, the Partnership or their agents pursuant to this Subscription Agreement or any AEOI Regime, may be disclosed to (A) the IRS and U.S. Department of Treasury, (B) any other governmental body which collects information pursuant to an applicable AEOI Regime and (C) any withholding agent where the provision of Tax Information is

required by such withholding agent to avoid the application of any withholding tax on any payments to the Partnership or any Alternative Investment Vehicle.

- (vi) The Subscriber further consents to the disclosure of Tax Information concerning the Subscriber and its owners to, and the collection, access, processing and storage of Tax Information concerning the Subscriber and its owners by, affiliates and agents of the Partnership, any Alternative Investment Vehicle and the General Partner, and other service providers to any of them, in any jurisdiction, including in the United States and in countries outside the European Economic Area, for the purposes of (A) providing services related to any AEOI Regime, and (B) assisting any of them with compliance with any AEOI Regime, including the disclosure by such parties of Tax Information to applicable governmental authorities or international organizations.
- (vii) The Subscriber acknowledges that Tax Information can become subject to the legal systems and laws in force in each state or country (A) where it is held, received or stored, (B) from where it is accessed in connection with providing services related to any AEOI Regime or other services, or (C) through which it passes, and such jurisdictions may not have the same data protection laws as the country in which the Subscriber is domiciled.
- (v) Qualified Foreign Pension Funds. If the Subscriber is a “qualified foreign pension fund” as defined in Section 897 of the Code, then the Subscriber has so indicated in the QFPF Certification hereto. The Subscriber understands that if the Subscriber has not completed the QFPF Certification hereto, then the Subscriber will be not be treated as a “qualified foreign pension fund”.

5. Miscellaneous Provisions.

- (a) Indemnification. To the maximum extent not prohibited by applicable law, the Subscriber covenants to the General Partner and agrees to indemnify and hold harmless the Partnership, the General Partner, the Ultimate General Partner, the Management Company, Hunter Point Capital and each of their respective owners, members, managers, shareholders, partners, directors, officers, employees, agents, advisors, assigns, representatives and affiliates (and their respective owners, members, managers, shareholders, partners, directors, officers, employees, agents, advisors, assigns, representatives and affiliates) and each other Person 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 (each an “Indemnified Person”), from and against any and all losses, claims, damages, expenses and liabilities relating to or arising out of (i) any breach of any representation, warranty or certification, or any breach of or failure to comply with any covenant or undertaking, made by or on behalf of the Subscriber in this Subscription Agreement, the Investor Qualification Statement, the AML Checklist and/or the Tax Forms or in any other document furnished by or on behalf of the Subscriber to any Indemnified Person in

connection with acquiring the Interests or (ii) any action instituted by or on behalf of the Subscriber against an Indemnified Person that is finally resolved by judgment against the Subscriber or in favor of an Indemnified Person. Each Indemnified Person is an intended third party beneficiary hereof. The reimbursement and indemnity obligations of the Subscriber under this Section 5(a) shall survive the date of admission to the Partnership as a limited partner applicable to the Subscriber. The remedies provided in this Section 5(a) shall be cumulative and shall not preclude the assertion by any Indemnified Person of any other rights or the seeking of any other remedies against the Subscriber.

- (b) Representations and Warranties; Additional Information. The Subscriber represents and warrants that all of the answers, statements and information set forth in this Subscription Agreement, the Investor Qualification Statement, the AML Checklist and the Tax Forms are true, complete and correct on the date hereof and will be true, complete and correct as of the date, if any, that the General Partner accepts this Subscription Agreement, in whole or in part. The Subscriber covenants and agrees to notify the General Partner promptly of any change that may cause any answer, statement or information set forth in this Subscription Agreement, the Investor Qualification Statement, the AML Checklist and/or the Tax Forms to become untrue or misleading in any material respect, and to provide such additional information that the General Partner requests from time to time and deems necessary to determine (i) the eligibility of the Subscriber to hold an Interest or participate in certain Partnership investments, (ii) the Partnership's or the General Partner's compliance with applicable regulatory (including tax and ERISA) requirements or (iii) the Partnership's tax status. The Subscriber acknowledges and agrees that the General Partner intends to continue to rely upon the answers, statements and/or information set forth in this Subscription Agreement, the Investor Qualification Statement, the AML Checklist and/or the Tax Forms, including Section 4(g), until notified by the Subscriber of any change thereto. The Subscriber also covenants and agrees to provide the Partnership all information that otherwise may be reasonably requested by the General Partner in connection with compliance with applicable law by the General Partner, the Partnership, its Portfolio Entities and their respective affiliates, including all applicable anti-money laundering, anti-financial criminal law, counter terrorist financing laws, Sanctions, anti-bribery and anti-boycott laws and regulations, including to respond to requests for information concerning the identity of the Subscriber from any governmental authority, regulatory or self-regulatory organization or financial institution in connection with the Partnership's anti-money laundering procedures. The Subscriber acknowledges that the General Partner may refuse to accept the Subscriber's Commitment until the proper information has been provided. The Subscriber further represents and warrants that, except for any alterations to this Subscription Agreement, the Investor Qualification Statement, the Power of Attorney or the AML Checklist that have been clearly marked on or prior to the date of acceptance of this Subscription Agreement or otherwise have been specifically identified in writing and accepted by the General Partner on or prior to the date of acceptance of this Subscription Agreement, the Subscriber has not altered or otherwise revised this Subscription Agreement, the Investor Qualification Statement, the Power of Attorney or the

AML Checklist in any manner from the version initially received by the Subscriber. The Subscriber acknowledges that it participated in, or had the meaningful opportunity to participate in, the negotiations and drafting of this Subscription Agreement. In the event an ambiguity or question of intent or interpretation arises, it is the intent of the parties hereto that this Subscription Agreement shall be construed to be the product of meaningful negotiations between the General Partner and the Subscriber and no presumption or burden of proof shall arise favoring or disfavoring either of them by virtue of the authorship of any of the provisions of this Subscription Agreement. The General Partner may agree to waive, modify or limit the applicability and/or scope of any representation, agreement or covenant contained in any subscription agreement, AML Checklist or investor qualification statement, and any obligation(s) related thereto, with respect to any Person and any such agreement shall not be a side letter or similar agreement for purposes of Section 13.8 of the Partnership Agreement. The Subscriber acknowledges and agrees that the General Partner will rely on the Tax Forms (including any Tax Forms delivered by the Subscriber in the future) provided to the Partnership or the General Partner by or on behalf of the Subscriber and agrees to update the Tax Forms and any other Tax Information as necessary.

- (c) Partnership Advisers. The attorneys, accountants and other experts and agents who perform services for the General Partner may also perform services for the Partnership, the Management Company, the Parallel Fund and any other parallel fund, the Parallel Fund General Partner and/or their respective affiliates. It is contemplated that any such dual representation, if commenced, will continue. The General Partner may, without the consent of any Limited Partner, execute on behalf of the Partnership any consent to the representation of the Partnership that counsel may request pursuant to the rules of professional conduct in the applicable jurisdiction. The General Partner has retained Kirkland & Ellis LLP (together with its affiliate, Kirkland & Ellis International LLP, the “Law Firm”) in connection with the formation of the Partnership and may retain the Law Firm as legal counsel in connection with the management and operation of the Partnership, including making, holding and disposing of investments. The Law Firm is not representing and will not represent the Subscriber or any other Limited Partner or prospective limited partner of the Partnership, unless the General Partner and such Limited Partner or prospective limited partner otherwise agree, in connection with the formation of the Partnership, the offering of the Interests, the management and operation of the Partnership or any dispute that may arise between any Limited Partner, on one hand, and the General Partner and/or the Partnership, on the other hand (the “Partnership Legal Matters”). The Subscriber will, if it wishes counsel on any Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel. The Subscriber agrees that the Law Firm may represent the General Partner and/or the Partnership in connection with the formation of the Partnership and any and all other Partnership Legal Matters (including any dispute between the General Partner and the Subscriber or any other Partner). The Subscriber acknowledges and agrees that (i) the Law Firm’s representation of the General Partner is limited to the specific matters with respect to which it has been retained and consulted by such

Persons, (ii) there may exist other matters that could have a bearing on the Partnership, the Partnership's investments and portfolio companies, the General Partner and/or their respective affiliates as to which the Law Firm has been neither retained nor consulted, (iii) the Law Firm does not undertake to monitor the compliance of the General Partner and its affiliates with the investment program and other investment guidelines and procedures set forth in the Private Placement Memorandum, the Partnership Agreement and any other presentation or materials presented or provided to the Subscriber by or on behalf of the General Partner or other compliance matters, nor does the Law Firm monitor compliance by the Partnership, the General Partner and/or their respective affiliates with applicable laws, unless in each case the Law Firm has been specifically retained to do so, (iv) the Law Firm does not investigate or verify the accuracy and completeness of information set forth in the Offering Materials concerning the Partnership, the General Partner or any of their respective affiliates and personnel or investments or portfolio companies and (v) except for any opinions specifically set forth in a signed opinion letter issued by the Law Firm, the Law Firm is not providing any advice, opinion, representation, warranty or other assurance of any kind as to any matter to any Limited Partner.

- (d) Partnership Agreement Administration. The Subscriber hereby irrevocably constitutes and appoints the General Partner as its true and lawful representative, agent and attorney-in-fact, in its name, place and stead, with full power to make, execute, deliver, sign, swear to, acknowledge and file all certificates and other instruments (including the Partnership Agreement) necessary to (i) amend and/or restate the Partnership Agreement in accordance with its terms, (ii) admit and accede the Subscriber or any other Person, including any transferee of any Limited Partner, as a Limited Partner of the Partnership, and (iii) complete any relevant details and schedules of and to the Partnership Agreement in respect of the Subscriber's or any other Person's subscription for, or other acquisition of, a Limited Partner interest and/or such Person's capital commitment to, and/or capital contributions in respect of, the Partnership.

The agency and power of attorney given in this Section 5(d) is coupled with an interest and as such shall be irrevocable.

- (e) Placement Agent. The Subscriber hereby acknowledges and agrees that the Partnership may engage one or more placement agents (each, a "Placement Agent") in connection with fundraising for the Partnership and such Placement Agent will be paid a fee, which is based, in part, on the aggregate amount of Commitments to the Partnership by certain investors, for its placement services as discussed in the Private Placement Memorandum.
- (f) Successors and Assigns. This Subscription Agreement, to the extent accepted by the General Partner, will be binding upon the Subscriber's heirs, legal representatives, successors and permitted assigns.

- (g) Headings and Construction. Section headings and other headings contained in this Subscription Agreement are for reference only and are not intended to describe, interpret, define or limit the scope or intent of this Subscription Agreement. The word “includes” and its derivatives means “includes, but is not limited to” and corresponding derivative expressions in any case where such phrase is not otherwise used.
- (h) Governing Law. This Subscription Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Subscription Agreement or the negotiation, execution or performance of this Subscription Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Subscription Agreement or as an inducement to enter into this Subscription Agreement) shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- (i) Jurisdiction; Venue; Jury Trial. To the maximum extent not prohibited by applicable law, any action, proceeding or claim brought by the Subscriber against the General Partner, the Ultimate General Partner or the Management Company (or their respective direct or indirect owners, officers, directors, managers, agents or employees in their capacity as such, or in any related capacity) or the Partnership, or relating in any way to this Subscription Agreement, the Investor Qualification Statement, the Power of Attorney, the Partnership Agreement, the Tax Forms, the AML Checklist or any other Offering Materials, shall be brought and enforced in the courts of the State of New York or (to the extent subject matter jurisdiction exists therefor) in the United States District Court for the Southern District of New York, and to the fullest extent not prohibited by applicable law, the Subscriber irrevocably submits to the non-exclusive jurisdiction of such courts in respect of any action or proceeding between it and the General Partner, the Management Company, the Ultimate General Partner (or their respective direct or indirect owners, officers, directors, managers, agents or employees in their capacity as such, or in any related capacity) or the Partnership, or relating in any way to this Subscription Agreement, the Investor Qualification Statement, the Power of Attorney, the Partnership Agreement, the Tax Forms, the AML Checklist or other Offering Materials. The Subscriber irrevocably waives, to the fullest extent not prohibited by applicable law, any objection that it may now or hereafter have to the laying of venue of any such action or proceeding in the courts of the State of New York or the United States District Court for the Southern District of New York and any claim that any such action or proceeding brought in either court has been brought in an inconvenient forum. THE SUBSCRIBER AND THE GENERAL PARTNER, ON BEHALF OF ITSELF AND THE PARTNERSHIP, IRREVOCABLY WAIVE, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR PROCEEDING BY OR AGAINST THE GENERAL PARTNER, THE ULTIMATE GENERAL PARTNER, THE MANAGEMENT



COMPANY (OR THEIR RESPECTIVE DIRECT OR INDIRECT OWNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MANAGERS, MEMBERS OR EMPLOYEES IN THEIR CAPACITY AS SUCH, OR IN ANY RELATED CAPACITY) OR THE PARTNERSHIP, OR IN ANY WAY RELATING TO THIS SUBSCRIPTION AGREEMENT, THE INVESTOR QUALIFICATION STATEMENT, THE POWER OF ATTORNEY, THE PARTNERSHIP AGREEMENT, THE TAX FORMS, THE AML CHECKLIST OR ANY OTHER OFFERING MATERIALS. Notwithstanding anything to the contrary set forth in this Subscription Agreement, no provision of this Subscription Agreement shall constitute a waiver by the Subscriber of its right to maintain a legal action or proceeding in the courts of the State of Delaware with respect to matters relating to the organization or internal affairs of the Partnership under Section 17-109(d) of the Partnership Act.

- (j) Severability. Each provision of this Subscription Agreement, each representation made in the Investor Qualification Statement and the AML Checklist and each provision of or grant of authority by or in the Power of Attorney, shall be considered severable. If it is determined by a court of competent jurisdiction that any provision of this Subscription Agreement, the Investor Qualification Statement or the AML Checklist is invalid under applicable law, such provision shall be ineffective only in such jurisdiction and only to the extent of such prohibition or invalidity, without invalidating the remainder of this Subscription Agreement, the Investor Qualification Statement or the AML Checklist, as applicable.
- (k) Survival. The representations and warranties of the Subscriber in, and the other provisions of, this Subscription Agreement and the Investor Qualification Statement shall survive the execution and delivery of this Subscription Agreement, the Investor Qualification Statement and the AML Checklist, and the admission of the Subscriber to the Partnership.
- (l) Counterparts; Delivery of Original Forms; Electronic Signature. This Subscription Agreement and each other document or instrument entered into in connection herewith or therewith or contemplated hereby, may be executed in any number of counterparts, any one of which need not contain the signatures of more than one party, but all of such counterparts together shall constitute one agreement, and to the extent such agreement, document or instrument is signed and delivered by means of an electronic signature or other electronic transmission (jointly, an “Electronic Signature”), including via DocuSign, OneSpan or other similar method, it will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The parties hereto agree that the Subscription Agreement and each other document or instrument entered into in connection herewith or therewith or contemplated hereby, and any additional information incidental hereto may be maintained as electronic records. Any Person executing and delivering any such agreement, document or instrument by Electronic Signature further agrees to take any and all reasonable additional actions, if any, evidencing its intent to be bound by the terms of the applicable subscription

document (including the power of attorney contained in the Partnership Agreement), as may be requested by the General Partner at any time.

\* \* \* \* \*

*[Signature Page Follows under Tab 4]*

**SAMPLE**

Name of Subscriber  
(Please Print or Type)

**HUNTER POINT CAPITAL GPFS – PREFERRED (ONSHORE), L.P.  
HUNTER POINT CAPITAL GPFS – PREFERRED (OFFSHORE), L.P.**

**SUBSCRIPTION AGREEMENT  
GENERAL PARTNER ACCEPTANCE PAGE  
(To Be Completed by the General Partner)**

By its execution and delivery of this General Partner Acceptance Page, Hunter Point Capital GPFS – Preferred GP LLC, the general partner of Hunter Point Capital GPFS – Preferred (Onshore), L.P. and Hunter Point Capital GPFS – Preferred (Offshore), L.P., hereby accepts the subscription submitted by the above named Subscriber (the “Subscription Agreement”) on the terms set forth in the Subscription Agreement on behalf of:

\_\_\_\_\_ **Hunter Point Capital GPFS – Preferred (Onshore), L.P.**

\_\_\_\_\_ **Hunter Point Capital GPFS – Preferred (Offshore), L.P.**

either for (a) the Commitment set forth below or (b) if the Commitment below is left blank, the Subscriber’s requested Commitment amount set forth in the space provided for the “Subscriber’s Commitment Amount” on its signature page to the Subscription Agreement, and by such acceptance admits the Subscriber as a Limited Partner, and binds the Subscriber to the terms of the Partnership Agreement and the Subscription Agreement. This General Partner Acceptance Page will be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware). Capitalized terms used and not defined herein shall have the meanings set forth in the Subscription Agreement.

Commitment: \$ SAMPLE

Date of  
Delivery: \_\_\_\_\_

**HUNTER POINT CAPITAL GPFS – PREFERRED GP  
LLC**

By: **HUNTER POINT CAPITAL GPFS –  
PREFERRED UGP LLC**

Its: **Sole Member**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **APPENDIX I To Subscription Agreement**

### **Additional Representations for Non-U.S. Persons**

As used herein, the term “Interests” shall mean limited partner interests in the Partnership and the term “Subscriber” shall mean the person or entity executing the Subscription Agreement to which this Appendix I is attached as the “Subscriber”.

#### **SUBSCRIBERS IN AUSTRALIA**

The Subscriber acknowledges that Hunter Point Capital GPFS LP is exempt from the requirement to hold an Australian financial services license under the Corporations Act of Australia in respect of the financial services it provides. The Subscriber acknowledges that Hunter Point Capital GPFS LP is or intends to be regulated by the U.S. Securities and Exchange Commission under U.S. laws, which differ from Australian laws.

#### **SUBSCRIBERS IN BAHRAIN**

The Subscriber represents, warrants and acknowledges that the offering and sale of the Interests has been made outside of Bahrain.

#### **SUBSCRIBERS IN CANADA**

The Subscriber represents and warrants that (a) the Subscriber is an “accredited investor” as defined in Canadian National Instrument 45-106 Prospectus and Registration Exemptions, (b) the Subscriber has fully and truthfully completed the Supplemental Investor Qualification Statement for Canadian Subscribers provided separately by the General Partner<sup>1</sup> and (c) the Subscriber has not received any general advertising materials relating to the Interests.

#### **SUBSCRIBERS IN THE CAYMAN ISLANDS**

The Subscriber represents, warrants and acknowledges that it is not a member of the public in the Cayman Islands, as such phrase is defined in the Exempted Limited Partnership Law (2018 Revision) of the Cayman Islands, as amended from time to time.

#### **SUBSCRIBERS IN EUROPEAN ECONOMIC AREA JURISDICTIONS AND SWITZERLAND<sup>2</sup>**

For purposes hereof, “EEA Jurisdiction” means each of: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece,

---

<sup>1</sup> Subscribers in Canada are required to complete a Supplemental Investor Qualification Statement in addition to the IQS for Individuals or the IQS for Entities, as applicable. Please contact the General Partner for additional information.

<sup>2</sup> EEA, UK and Swiss Subscribers may be required to complete additional forms. Please contact the General Partner for additional information.

Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.

If (a) the Subscriber is domiciled in, or has a registered office in, an EEA Jurisdiction or the decision to invest in the Partnership was made for or on behalf of the Subscriber by a person that is domiciled in, or has its registered office in, an EEA Jurisdiction (“EEA Subscriber”), (b) the Subscriber is domiciled in, or has its registered office in, the UK (“UK Subscriber”) or (c) the Subscriber is domiciled in, or has a registered office in Switzerland or the decision to invest in the Partnership was made for or on behalf of the Subscriber by a person that is domiciled in, or has its registered office in, Switzerland (“Swiss Subscriber”), the Subscriber represents, warrants and agrees that (i) the Subscriber has completed the EEA, UK and Swiss Supplemental IQS and (ii) all of the statements, answers and information in the EEA, UK and Swiss Supplemental IQS are true and correct as of the date hereof, will be true and correct as of the date and/or dates of the acceptance of this subscription and, as of each such date, do not and will not omit to state any material fact necessary in order to make the statements contained therein not misleading.

### **SUBSCRIBERS IN HONG KONG**

The Subscriber represents and warrants that it is a professional investor within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

### **SUBSCRIBERS IN JAPAN**

The Subscriber represents, warrants, acknowledges and agrees that (a) in addition to all other restrictions on transfer, the Subscriber shall not transfer its Interests to more than one investor in Japan and (b) the Subscriber is in compliance with any applicable filing requirements under the Foreign Exchange and Foreign Trade Law and other applicable laws of Japan.

### **SUBSCRIBERS IN KUWAIT**

The Subscriber acknowledges that the Partnership Agreement, the Investor Qualification Statement and this Subscription Agreement will be executed and this Subscription Agreement will be accepted on behalf of the Partnership outside Kuwait, and that the sale of the Interests will take place outside of Kuwait.

### **SUBSCRIBERS IN MEXICO**

The Subscriber represents and acknowledges that (a) the Subscriber became aware of the offering of the Interests through personal communication with the General Partner and not through mass means of communication and (b) the Interests have neither been registered with the National Registry of Securities (Registro Nacional de Valores) maintained by the National Banking and Securities Commission of Mexico (Comisión Nacional Bancaria y de Valores) (the “CNBV”) nor approved by the CNBV.

### **SUBSCRIBERS IN THE REPUBLIC OF KOREA**

The Subscriber represents, warrants and acknowledges that (a) it is a “qualified professional investor” within the meaning of the Financial Investment Services and Capital Markets Act (a

“Qualified Professional Investor”), (b) it disclosed its status as a Qualified Professional Investor to the Partnership prior to receiving the Offering Materials from the Partnership, (c) it was not solicited by any person in relation to its investment in the Partnership or subscription for Interests, (d) it requested this Subscription Agreement and any other Offering Materials at its own initiative and (e) it understands the English language Offering Materials and does not require a full Korean prospectus.

### **SUBSCRIBERS IN SINGAPORE**

The Subscriber represents and warrants that it is an institutional investor within the meaning of Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”) or a person referred to in Section 275 of the SFA.

### **SUBSCRIBERS IN TAIWAN (REPUBLIC OF CHINA)**

The Subscriber represents and warrants that it is a qualified investor under the ruling issued by the Republic of China Securities and Futures Bureau, Financial Supervisory Commission under the Securities Investment Trust and Consulting Act and the Rules Governing Offshore Funds.

### **SUBSCRIBERS IN THE UNITED ARAB EMIRATES**

The Subscriber represents and warrants that (a) it is an investment fund owned by federal or local government entities in the United Arab Emirates; (b) it is, upon its own initiative, submitting this application to purchase the Interests, and its offer to purchase the Interests is not based on promotion of such Interests by the foreign fund manager or any of its related parties; (c) it is an international agency or organization capable of running its own investments; (d) it is represented by an investment manager licensed by the Securities & Commodities Authority; or (e) it is a person licensed to practice a commercial activity, and investment activities is one of its purposes.

**APPENDIX II**  
**To Subscription Agreement**

**Electronic Schedule K-1 and Other Reports and Notices Consent Form**

**IMPORTANT – PLEASE READ BELOW AND SIGN THE SIGNATURE PAGE CONTAINED IN TAB 4 AND RETURN IT VIA ELECTRONIC MAIL IN A SCANNED .PDF FILE TO RECEIVE YOUR SCHEDULE K-1 (THE “SCHEDULE K-1”), ACCOUNT STATEMENTS, CONFIRMATIONS AND TRANSACTION REPORTS AND NOTICES (COLLECTIVELY, THE “OTHER REPORTS AND NOTICES”) ELECTRONICALLY:**

In February 2012, the IRS issued Rev. Proc. 2012-17 that provides the requirements for furnishing Schedule K-1 in electronic format. In order for you to receive your Schedule K-1 and Other Reports and Notices electronically:

1) Please SIGN the signature page contained in Tab 4. The Schedule K-1 and Other Reports and Notices will be furnished on paper if you do not consent to receive them electronically.

2) Scope and duration of consent: Your consent applies to each Schedule K-1 and Other Reports and Notices required to be furnished after the consent is given until it is withdrawn in the manner described in Item 4 below.

3) Post-consent request for a paper statement: If you would like to receive a paper copy of your Schedule K-1 and Other Reports and Notices after providing your consent to receive them electronically, please contact Jon Hays at [jhays@hunterpointcapital.com](mailto:jhays@hunterpointcapital.com) or (212) 970-0740 or at 610 Broadway, 4th Floor, New York, NY 10012. Such a request will not be treated as a withdrawal of your consent to receive future Schedule K-1s and Other Reports and Notices electronically.

4) Withdrawal of consent:

(a) You may withdraw your consent by writing (electronically or on paper) to Jon Hays at [jhays@hunterpointcapital.com](mailto:jhays@hunterpointcapital.com) or (212) 970-0740 or at 610 Broadway, 4th Floor, New York, NY 10012;

(b) The withdrawal of consent takes effect on the date it is received by the Partnership;<sup>1</sup>

(c) The Partnership will confirm the withdrawal and the date on which it takes effect in writing electronically; and

(d) A withdrawal of consent does not apply to a statement that was furnished electronically before the date on which the withdrawal of consent takes effect.

5) Notice of termination: The Partnership will cease furnishing statements electronically to the undersigned upon the undersigned’s withdrawal from the Partnership.

---

<sup>1</sup> For purposes hereof, “Partnership” shall refer to each applicable entity (Hunter Point Capital GPFS – Preferred (Onshore), L.P. and Hunter Point Capital GPFS – Preferred (Offshore), L.P., each a Delaware limited partnership) in which the undersigned is admitted as a limited partner.

6) Updating information: Please immediately contact the person listed above if there is any change in your contact information. We will inform you of any change in our contact information.

7) Hardware and software requirements: You must have access to a computer, printer and internet access to download and print your Schedule K-1 and Other Reports and Notices. You will need Adobe Reader to access the Schedule K-1 and Other Reports and Notices. If you do not have Adobe Reader installed on your computer, you can download it for free at <http://get.adobe.com/reader/>. The Schedule K-1 may be required to be printed and attached to a Federal, State, or local income tax return.

\* \* \* \* \*

*[Signature Page Follows under Tab 4]*



# **TAB 6**

**POWER OF ATTORNEY**

---

Name of Subscriber  
(Please Print or Type)

**HUNTER POINT CAPITAL GPFS – PREFERRED (ONSHORE), L.P.**  
**HUNTER POINT CAPITAL GPFS – PREFERRED (OFFSHORE), L.P.**

### **POWER OF ATTORNEY**

To the maximum extent not prohibited by applicable law, the undersigned hereby constitutes, appoints and grants each of (a) Hunter Point Capital GPFS – Preferred GP LLC, a Delaware limited liability company, and each other person or entity who is or hereafter becomes a general partner of the Partnership<sup>1</sup> after the Partnership's Initial Closing Date (collectively, the "General Partner"), and (b) each Person who is or hereafter becomes a general partner of the General Partner, with full power of substitution, full power to act without the others, as its true and lawful representative, agent and attorney-in-fact, in its name, place and stead, to make, execute or sign, acknowledge, swear to, verify, deliver, record, file and/or publish (in each case (other than the General Partner) only for so long as such Person continues to be a general partner of the General Partner) the following:

1. any certificate of limited partnership or other form or filing required in connection with the formation or registration of the Partnership, a limited partnership in which the General Partner is the general partner and in which the undersigned is named as a limited partner, and any formation certificates or documents for any alternative investment vehicle (each, an "AIV") created pursuant to Section 3.4 of the Agreement (as defined below), including, without limitation, any partnership agreement, operating agreement, shareholders agreement or similar governing document;
2. the agreement of limited partnership of the Partnership (such agreement, as amended, modified and/or restated from time to time in accordance with its terms, the "Agreement");
3. any amendment, restatement, waiver or other modification duly enacted pursuant to the terms of the Agreement, and all instruments and documents that may be necessary, advisable or desirable to effectuate or reflect an amendment, restatement, waiver or other modification so approved;
4. any documents to admit or cause the undersigned to be admitted as a Limited Partner of the Partnership or any AIV;
5. any amendment to, modification to, restatement of, or cancellation of the certificate of limited partnership or AIV document described in clause 1 above;

---

<sup>1</sup> For purposes hereof, "Partnership" shall refer to each applicable entity (Hunter Point Capital GPFS – Preferred (Onshore), L.P. and Hunter Point Capital GPFS – Preferred (Offshore), L.P., each a Delaware limited partnership) in which the undersigned is admitted as a limited partner.

6. all instruments, deeds, agreements, documents and certificates that may from time to time be necessary or advisable to effectuate, implement and continue the valid and subsisting existence of the Partnership or any AIV;

7. all instruments, deeds, agreements, documents and certificates that may be necessary or advisable to effectuate the dissolution, liquidation, winding-up and termination of the Partnership or any AIV or admit any additional partners or members thereto, except where such action requires the express approval of the Limited Partners under the Agreement;

8. all instruments, deeds, agreements, documents and certificates that may be necessary or advisable in the sole discretion of the General Partner to effectuate the provisions of Section 3.4, 6.11(j), 7.6(b) and/or Section 7.13 of the Agreement;

9. in the case of a Regulated Partner (including a Partner treated as a Regulated Partner under the Agreement) or a Defaulting Partner, any bills of sale or other appropriate transfer documents necessary or advisable to effectuate Transfers of such Person's interest pursuant to Section 7.7 or Section 7.9, respectively, of the Agreement or of a similar interest pursuant to the comparable provisions of the governing documents for any AIV;

10. all instruments, deeds, agreements, documents and certificates that may be necessary or advisable in the sole discretion of the General Partner in connection with the establishment of the escrow fund pursuant to Section 3.1(b) of the Agreement;

11. [Reserved];

12. all agreements and instruments necessary or advisable to create Feeder Vehicles pursuant to Section 6.16 of the Agreement and to require Limited Partners to hold their interests in the Partnership through one or more Feeder Vehicles, including the execution of the organizational documents with respect to a Feeder Vehicle formed pursuant thereto (and amendments thereto consistent with Section 6.16 of the Agreement); and

13. such other documents, deeds, agreements, certificates or instruments as may be required under the laws of any state, the United States or any other jurisdiction.

The undersigned hereby empowers each agent and attorney-in-fact acting pursuant hereto to determine in its sole discretion the time when, purpose for and manner in which any power herein conferred upon it shall be exercised, and the conditions, provisions and covenants of any instruments or documents that may be executed by it pursuant hereto; provided that the agency and powers of attorney granted herein shall only be exercised in accordance with the Agreement and clauses 1 through 13 above. The agency and powers of attorney granted herein are coupled with an interest in favor of the General Partner and each general partner of the General Partner and as such (a) shall be irrevocable and continue in full force and effect notwithstanding the subsequent death, incompetency, incapacity, disability, insolvency or dissolution of the undersigned (regardless of whether the Partnership, the General Partner or any general partner of the General Partner has notice thereof) and (b) shall survive the delivery of an assignment by the undersigned

Hunter Point Capital GPFS – Preferred (Onshore), L.P.

Hunter Point Capital GPFS – Preferred (Offshore), L.P.

of the whole or any portion of its interest in the Partnership, except that if the assignee thereof has been approved for admission to the Partnership as a substitute limited partner, this agency and Power of Attorney given by the assignor shall survive the delivery of the assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect the substitution. Without limiting the foregoing, the agency and powers of attorney granted herein shall not be deemed to constitute a written consent of the undersigned for purposes of Section 13.1 of the Agreement. Each provision of or grant of authority by or in this Power of Attorney shall be considered severable. If it is determined by a court of competent jurisdiction that any provision of this Power of Attorney is invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Power of Attorney. Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Agreement.

This Power of Attorney and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Power of Attorney or the negotiation, execution or performance of this Power of Attorney (including, without limitation, any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Power of Attorney or as an inducement to enter into this Power of Attorney) shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, including, without limitation, its statutes of limitations, without giving effect to any choice of law or conflict of law rules or provisions or any borrowing statute that would cause the application of the laws or any statute of limitations of any jurisdiction other than the State of Delaware.

\* \* \* \* \*

*[Signature Page Follows under Tab 4]*

# **TAB 7**

## **PRIVACY NOTICES**

## **Privacy Notice**<sup>1</sup>

### **HUNTER POINT CAPITAL GPFS – PREFERRED GP LLC HUNTER POINT CAPITAL GPFS – PREFERRED (ONSHORE), L.P. HUNTER POINT CAPITAL GPFS – PREFERRED (OFFSHORE), L.P.**

Last Updated: May 2023

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

*Sources of Non-Public Information:* In connection with forming and operating our private investment funds (or “funds”) and/or performing asset management services for our investors and clients, we collect and maintain non-public personal information from the following sources:

- Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via e-mail and other electronic communications, or on subscription agreements, investor questionnaires, applications or other forms, (including, without limitation, any anti-money laundering, identification and verification documents),
- Information about your transactions with us or others and
- Information captured on our website, fund data room and/or investor reporting portal (as applicable), including registration information, information provided through online forms and any information captured via “cookies.”

*Disclosure of Information:* We do not disclose any non-public personal information about you to anyone, except as permitted by law or regulation and to affiliates and service providers, including but not limited to administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.

*Former Investors and Clients:* We maintain non-public personal information of our former investors and clients and apply the same policies that apply to current investors and clients.

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

---

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

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

## **PRIVACY NOTICE SUPPLEMENT FOR CALIFORNIA RESIDENTS**

This notice supplements the Privacy Notice set forth above with respect to specific rights granted under the California Consumer Privacy Act of 2018, as amended (the “CCPA”) to natural person California residents and provides information regarding how such California residents can exercise their rights under the CCPA. This supplement is only relevant to you if you are a resident of California as determined in accordance with the CCPA. Information required to be disclosed to California residents under the CCPA regarding the collection of their personal information that is not set forth in this CCPA supplement is otherwise set forth above in the Privacy Notice. To the extent there is any conflict with the privacy requirements under the Gramm-Leach-Bliley Act and/or Regulation S-P (“GLB Rights”), GLB Rights shall apply.

*Categories of Personal Information We Collect:* We have collected some or all of the following categories of personal information from individuals within the last twelve (12) months:

<b>Category</b>	<b>Examples</b>	<b>Collected</b>
A. Identifiers	Name, contact details and address (including physical address, email address and Internet Protocol address), and other identification (including social security number, passport number and driver’s license or state identification card number).	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Telephone number, signature, bank account number, other financial information (including accounts and transactions with other institutions and anti-money laundering information), and verification documentation and information regarding investors’ status under various laws and regulations (including social security number, tax status, income and assets).	YES
C. Protected classification characteristics under California or federal law	Date of birth, citizenship and birthplace.	YES

D. Commercial information	Account data and other information contained in any document provided by investors to authorized service providers (whether directly or indirectly), risk tolerance, transaction history, investment experience and investment activity, information regarding a potential and/or actual investment in the applicable fund(s), including ownership percentage, capital investment, income and losses, source of funds used to make the investment in the applicable fund(s).	YES
E. Biometric information	Imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns and voice recordings or keystroke patterns or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contains identifying information.	NO
F. Internet or other similar network activity	Use of our website, fund data room and investor reporting portal (e.g., cookies, browsing history and/or search history), as well as information you provide to us when you correspond with us in relation to inquiries	YES
G. Geolocation data	Physical location or movements.	NO
H. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO



other personal information		
L. Sensitive Personal Information (see further information on use of sensitive personal information below)	Social security, driver's license, state identification card, or passport numbers; account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; precise geolocation; racial or ethnic origin; religious or philosophical beliefs; union membership; genetic data; the contents of a consumer's mail, email, and text messages unless you are the intended recipient of the communication; biometric information for the purpose of uniquely identifying a consumer; and personal information collected and analyzed concerning a consumer's health, sex life, or sexual orientation.	YES, as to the following types of information: social security, driver's license, state identification card, or passport numbers, account log-in, financial account in combination with any required security or access code password, or credentials allowing access to an account only.

We do not collect or use sensitive personal information other than:

- To perform services, or provide goods, as would reasonably be expected by an average consumer who requests those goods or services;
- As reasonably necessary and proportionate to detect security incidents that compromise the availability, authenticity, integrity, and confidentiality of stored or transmitted personal information;
- As reasonably necessary and proportionate to resist malicious, deceptive, fraudulent, or illegal actions directed at us and to prosecute those responsible for such actions;
- For short-term, transient use (but not in a manner that discloses such information to another third party or is used to build a profile of you or otherwise alter your experience outside of your current interaction with us);
- To perform services on behalf of our business;
- To verify or maintain the quality or safety of a service or to improve, upgrade, or enhance such service or device; and
- To collect or process sensitive personal information where such collection or processing is not for the purpose of inferring characteristics about a consumer.

*Purposes for Collecting Personal Information:* We may collect or share the personal information we collect about you for one or more of the following business or commercial purposes:

- performing services to you, including but not limited to:
  - the administrative processes (and related communication) in preparing for the admission of investors to the fund(s);
  - ongoing communication with potential investors, their representatives, advisors and agents (including the negotiation, preparation and signature of documentation) during the process of admitting potential investors to the fund;
  - the performance of obligations under the governing documents of the funds (and all applicable anti-money laundering, KYC and other related laws and regulations) in assessing suitability of potential investors in the applicable fund;
  - ongoing operations, administrative, accounting, reporting, account maintenance and other processes and communication required to operate the business of the funds in accordance with its governing documents and other documentation between the parties, including customer service, processing or fulfilling transactions, verifying personal information, processing contributions and distributions and financing;
  - keeping investors informed about the business of the general partner or managing member of the applicable fund and its affiliates generally, including offering opportunities to make investments other than to the applicable fund and related advertising;
- auditing and verifications related to investor interactions, including but not limited to, verifying the quality and effectiveness of services and compliance;
- detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity; and
- complying with U.S., state, local and non-U.S. laws, rules and regulations.

We collect personal information from the sources set forth in “Sources of Non-Public Information” in the Privacy Notice above. We retain the categories of personal information set forth above in the “Categories of Personal Information We Collect” section of this Privacy Notice Supplement only as long as is reasonably necessary for those purposes set forth above, except as may be required under applicable law, court order or government regulations.

*Disclosure of Information:* We do not share for the purpose of cross-context behavioral advertising or sell (as such terms are defined in the CCPA) any of the personal information we collect about you to third parties.

Within the last twelve (12) months, we have disclosed personal information collected from you for a business purpose to the categories of third parties indicated in the chart below. We may also disclose your information to other parties as may be required by law or regulation, or in response to regulatory inquiries.

Personal Information Category	Category of Third-Party Recipients
-------------------------------	------------------------------------

A. Identifiers	Administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.
C. Protected classification characteristics under California or federal law	Administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.
D. Commercial information	Administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.
E. Biometric information	N/A
F. Internet or other similar network activity	Administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.
G. Geolocation data	N/A
H. Sensory data	N/A
I. Professional or employment-related information	N/A
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	N/A
K. Inferences drawn from other personal information	N/A

L. Sensitive Personal Information	Administrators, lenders, banks, auditors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants and placement agents.
-----------------------------------	---

### *Rights under the CCPA*

*Deletion Rights:* You have the right to request that we delete any of your personal information that we retain, subject to certain exceptions, including, but not limited to, our compliance with U.S., state, local and non-U.S. laws, rules and regulations.

*Disclosure and Access Rights:* You have the right to request that we disclose to you certain information regarding our collection, use, disclosure and sale of personal information specific to you. Such information includes:

- The categories of personal information we collected about you;
- The categories of sources from which the personal information is collected;
- Our business or commercial purpose for collecting such personal information;
- Categories of third parties with whom we disclose the personal information;
- The specific pieces of personal information we have collected about you; and
- Whether we disclosed your personal information to a third party, and if so, the categories of personal information that each recipient obtained.

*Correction Right:* You have the right to request that we correct any inaccuracies in the personal information that we retain, subject to certain statutory exceptions, including, but not limited to, our compliance with U.S., state, local and non-U.S. laws, rules and regulations.

*No Discrimination:* We will not discriminate against you for exercising your rights under the CCPA, including by denying service, suggesting that you will receive, or charging, different rates for services or suggesting that you will receive, or providing, a different level or quality of service to you.

*How to Exercise Your Rights:* To exercise any of your rights under the CCPA, or to access this notice in an alternative format, please submit a request using any of the methods set forth below.

Call us using the following number: (212) 970-0711.

If you would like to contact us by telephone without incurring telephone charges, please submit your request and telephone number by email at the following address [privacy@hunterpointcapital.com](mailto:privacy@hunterpointcapital.com), and we will call you between 9 a.m. and 6 p.m. Pacific Time.

Email us at the following email address: [privacy@hunterpointcapital.com](mailto:privacy@hunterpointcapital.com).

We will contact you to confirm receipt of your request under the CCPA and request any additional information necessary to verify your request. We verify requests by matching information provided in connection with your request to information contained in our records. Depending on

the sensitivity of the request and the varying levels of risk in responding to such requests (for example, the risk of responding to fraudulent or malicious requests), we may request your investor portal access credentials in order to verify your request. You may designate an authorized agent to make a request under the CCPA on your behalf, provided that you provide a signed agreement verifying such authorized agent's authority to make requests on your behalf, and we may verify such authorized person's identity using the procedures above.

Please contact [privacy@hunterpointcapital.com](mailto:privacy@hunterpointcapital.com) or (212) 970-0711 with any questions about this Privacy Notice.

## EEA/UK PRIVACY NOTICE

---

This EEA/UK Privacy Notice applies to the extent that EEA/UK Data Protection Legislation applies to the processing of personal data by an Authorized Entity. If this EEA/UK Privacy Notice applies, the relevant data subject has certain rights with respect to such processing of their personal data, as outlined below.

For this EEA/UK Privacy Notice, “EEA/UK Data Protection Legislation” means all applicable legislation and regulations relating to the protection and/or processing of personal data in force from time to time in the EU, the EEA, or the UK (or any of their member states), including, without limitation: (a) Regulation (EU) 2016/679 (the General Data Protection Regulation); (b) the General Data Protection Regulation as it forms part of the laws of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union Withdrawal Act 2018; and (c) any other legislation which implements any other current or future legal act of the EU or the UK (or any of their or the EEA’s member states) concerning the protection and processing of personal data, any national implementing or successor legislation, and any amendment or re-enactment of any of the foregoing. The terms “controller”, “processor”, “data subject”, “personal data” and “processing” in this EEA/UK Privacy Notice shall be interpreted in accordance with the applicable EEA/UK Data Protection Legislation. All references to “investor(s)” in this EEA/UK Privacy Notice shall be to such applicable existing investor(s) or potential investor(s) and, as applicable, any other persons as relate to such investors.

Please contact [privacy@hunterpointcapital.com](mailto:privacy@hunterpointcapital.com) or (212) 970-0711 with any queries arising out of this EEA/UK Privacy Notice.

### ***Categories of personal data collected and lawful bases for processing***

In connection with offering, forming and/or operating Hunter Point Capital GPFS – Preferred (Onshore), L.P., Hunter Point Capital GPFS – Preferred (Offshore), L.P., and any of their alternative investment vehicles (each, a “Fund” and, collectively, the “Funds”), the Funds, the General Partner, the Management Company, their respective affiliates and, in each case, their administrators, legal and other advisors and agents (the “Authorized Entities”) collect, record, store, adapt, and otherwise process and use personal data either relating to investors or to their partners, officers, directors, employees, shareholders, members, ultimate beneficial owners or affiliates or to any other data subjects from the following sources:

- a) information received in telephone conversations, in voicemails, through written correspondence, via e-mail, or on subscription agreements, investor questionnaires, applications or other forms (including, without limitation, any anti-money laundering, “know-your-client” identification, and verification documentation);
- b) information about transactions with any Authorized Entity or others;
- c) information captured on any Authorized Entity’s website, data room and/or portal (as applicable) including registration information, information provided through online

forms and any information captured via “cookies” and other tracking technologies; and

- d) information from available public sources, including from:
- publicly available and accessible directories and sources;
  - bankruptcy registers;
  - tax authorities, including those that are based outside the UK and the EEA if an investor is subject to tax in another jurisdiction;
  - governmental and competent regulatory authorities to whom any Authorized Entity has regulatory obligations;
  - credit agencies; and
  - fraud prevention and detection agencies and organisations.

Any Authorized Entity may process the following categories of personal data:

- a) names, dates of birth and birth place;
- b) contact details and professional addresses (including physical address, email address and telephone number);
- c) account data and other information contained in any document provided by investors to the Authorized Entities (whether directly or indirectly);
- d) information regarding the use of any Authorized Entity’s website, data room and/or portal;
- e) risk tolerance, transaction history, investment experience and investment activity;
- f) information regarding an investor’s status under various laws and regulations, including their social security number, tax status, income and assets;
- g) accounts and transactions with other institutions;
- h) information regarding an investor’s interest in any of the Funds, including ownership percentage, capital investment, income and losses;
- i) information regarding an investor’s citizenship and location of residence;
- j) source of funds used to make the investment in any of the Funds; and

- k) anti-money laundering, identification (including passport and drivers' license), and verification documentation.

Any Authorized Entity may, in certain circumstances, combine personal data it receives from an investor with information that it collects from, or about such investor. This will include information collected in an online or offline context.

One or more of the Authorized Entities are “controllers” of personal data collected in connection with the Funds. In simple terms, this means such Authorized Entities: (i) “control” the personal data that they or other Authorized Entities collect from investors or other sources; and (ii) make certain decisions on how to use and protect such personal data.

There is a need to process personal data for the purposes set out in this EEA/UK Privacy Notice as a matter of contractual necessity under or in connection with the governing agreements of the applicable Funds and associated documentation, and in the legitimate interests of the Authorized Entities (or those of a third party) to operate their respective businesses. From time to time, an Authorized Entity may need to process the personal data on other legal bases, including: with consent; to comply with a legal obligation; if it is necessary to protect the vital interests of an investor or other data subjects; or if it is necessary for a task carried out in the public interest.

A failure to provide the personal data requested to fulfil the purposes described in this EEA/UK Privacy Notice may result in the applicable Authorized Entities being unable to provide the services in connection with the governing agreements of the applicable Funds and/or one or more of the investors' subscription agreements with respect to the applicable Funds.

### ***Purpose of processing***

The applicable Authorized Entities process the personal data for the following purposes (and in respect of paragraphs (c), (d), (f), (h) and (i) below, in the legitimate interests of the Authorized Entities (or those of a third party)):

- a) the performance of its contractual and legal obligations under and relating to the governing agreements of the applicable Funds and/or one or more investors' subscription agreements with respect to the applicable Funds (including applicable anti-money laundering, “know-your-client” and other related laws and regulations), including in assessing suitability of potential investors in the Funds;
- b) the administrative processes (and related communication) carried out between the Authorized Entities in preparing for the admission of investors to the Funds;
- c) ongoing communication with investors and their respective representatives, advisors and agents, (including the negotiation, preparation and signature of documentation), including during the process of admitting potential investors to the Funds;
- d) the ongoing administrative, accounting, reporting and other processes and communication required to operate the business (including any websites, data rooms and investor reporting portals) of the Funds and/or any other Authorized Entities,



including in accordance with the governing agreements of the applicable Fund and other applicable documentation between the parties;

- e) to administer, manage and set up investor account(s) to allow investors to purchase holdings or interests in the applicable Funds (and any other funds operated by the General Partner or its affiliates);
- f) to facilitate the execution, continuation or termination of the contractual relationship between an investor and the General Partner and/or any of the Funds or any other relevant Authorized Entities;
- g) to facilitate the transfer of funds, and administering and facilitating any other transaction, between you and the General Partner and/or the applicable Funds;
- h) to enable any actual or proposed assignee or transferee, participant or sub-participant of the applicable Funds or the applicable Funds' rights or obligations to evaluate proposed transactions;
- i) to facilitate business asset transactions involving any of the Funds and/or Funds related vehicles;
- j) any legal or regulatory requirement;
- k) keeping existing and potential investors informed about the business of the General Partner and its affiliates generally, including offering opportunities to make investments other than to the Funds; and
- l) any other purpose that has been notified, or has been agreed, in writing.

The Authorized Entities monitor communications where the law requires them to do so. The Authorized Entities also monitor communications, where required to do so, to comply with regulatory rules and practices and, where permitted to do so, to protect their respective businesses and the security of their respective systems.

### ***Sharing and transfers of personal data***

In addition to disclosing personal data amongst themselves, any Authorized Entity may disclose personal data, where permitted by EEA/UK Data Protection Legislation, to other service providers, investors, employees, agents, contractors, consultants, professional advisers, lenders, processors and persons employed and/or retained by them in order to fulfil the purposes described in this EEA/UK Privacy Notice. In addition, any Authorized Entity may share personal data with regulatory bodies having competent jurisdiction over them, as well as with the tax authorities, auditors and tax advisers (where necessary or required by law).

Any Authorized Entity may transfer personal data to a Non-Equivalent Country (as defined below), in order to fulfil the purposes described in this EEA/UK Privacy Notice and in accordance with applicable law, including where such transfer is a matter of contractual necessity to enter into,

perform and administer the governing agreements of the applicable Funds and/or one or more of the investors' subscription agreements with respect to the applicable Funds, and to implement requested pre-contractual measures. For information on the safeguards applied to such transfers, please contact the General Partner at the email address or telephone number listed above. For the purposes of this EEA/UK Privacy Notice, "Non-Equivalent Country" shall mean a country or territory other than (i) a member state of the EU or EEA; (ii) the UK; or (iii) a country or territory which has at the relevant time been decided by the European Commission or Government of the UK (as applicable) in accordance with EEA/UK Data Protection Legislation to ensure an adequate level of protection for personal data.

### ***Retention and security of personal data***

The General Partner and its affiliates consider the protection of personal data to be a sound business practice, and to that end, employ appropriate technical and organisational measures, including robust physical, electronic and procedural safeguards to protect personal data in their possession or under their control.

Personal data may be kept for as long as it is required for legitimate business purposes, to perform contractual obligations, or where longer, such longer period as is required by applicable legal or regulatory obligations. Personal data will be retained throughout the life cycle of any investment in the Funds. However, some personal data will be retained after a data subject ceases to be an investor in such Funds.

### ***Data Subject Rights***

It is acknowledged that, subject to applicable EEA/UK Data Protection Legislation, the data subjects to which personal data relates, have certain rights under EEA/UK Data Protection Legislation: to obtain information about, or (where applicable) withdraw any consent given in relation to, the processing of their personal data; to access and receive a copy of their personal data; to request rectification of their personal data; to request erasure of their personal data; to exercise their right to data portability; and the right not to be subject to automated decision-making. Please note that the right to erasure is not absolute and it may not always be possible to erase personal data on request, including where the personal data must be retained to comply with a legal obligation. In addition, erasure of the personal data requested to fulfil the purposes described in this EEA/UK Privacy Notice, may result in the inability to provide the services required pursuant to the governing agreements of the applicable Funds and/or one or more of the investors' subscription agreements with respect to the applicable Funds.

In case the data subject to whom personal data relate disagrees with the way in which their personal data is being processed in relation to the governing agreements of the applicable Funds and/or one or more of the investors' subscription agreement(s) with respect to the applicable Fund(s), the data subject has the right to object to this processing of personal data and request restriction of the processing. The data subject may also lodge a complaint with the competent data protection supervisory authority in the relevant jurisdiction.

The data subject may raise any request relating to the processing of his or her personal data with [privacy@hunterpointcapital.com](mailto:privacy@hunterpointcapital.com) or (212) 970-0711.

# TAB 8

IRS FORM W-9

# **TAB 9**

## **QUALIFIED FOREIGN PENSION FUND CERTIFICATION**

## **QUALIFIED FOREIGN PENSION FUND CERTIFICATION**

Section 897 of the U.S. Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto (the “Code”) generally subjects gain from the disposition by a nonresident alien individual or a foreign corporation of any United States real property interest, including stock of a United States real property holding corporation, to U.S. federal net income taxation as provided for in Section 897(a) of the Code. In addition, Section 1445 of the Code requires withholding on certain amounts paid to a nonresident alien individual or foreign corporation with respect to United States real property interests. However, Section 897(l) of the Code provides that a “Qualified Foreign Pension Fund” (as defined in the Code) or any entity all of the interests of which are held by a Qualified Foreign Pension Fund shall not be treated as a nonresident alien individual or foreign corporation for purposes of Section 897 of the Code.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Partnership Agreement.

To inform the General Partner and Management Company that Section 897 of the Code does not apply to \_\_\_\_\_, (the “Subscriber”) by virtue of Section 897(l) of the Code, I hereby certify under the penalties of perjury that:

- ☐ The Subscriber is a Qualified Foreign Pension Fund within the meaning of Section 897(l) of the Code and is not treated as a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of Section 897 of the Code.
- ☐ The Subscriber is an entity all of the ownership interests of which are held by its owner for U.S. federal income tax purposes (the “Tax Owner”) and such Tax Owner is a Qualified Foreign Pension Fund within the meaning of Section 897(l) of the Code.

For purposes of this certification, the Subscriber and, if applicable, its Tax Owner, acknowledges that a “qualified foreign pension fund” is defined in Section 897(l) of the Code as a trust, corporation, or other organization or arrangement:

1. which is created or organized under the laws of a country other than the United States;
2. which is established
  - (i) by such country (or one or more political subdivisions thereof) to provide retirement or pension benefits to participants or beneficiaries that are current or former employees (including self-employed individuals) or persons designated by such employees, as a result of services rendered by such employees to their employers, or
  - (ii) by one or more employers to provide retirement or pension benefits to participants or beneficiaries that are current or former employees (including self-employed individuals) or persons designated by such employees in consideration for services rendered by such employees to such employers;

3. which does not have a single participant or beneficiary with a right to more than five percent of its assets or income;
4. which is subject to government regulation and with respect to which annual information about its beneficiaries is provided, or is otherwise available, to the relevant tax authorities in the country in which it is established or operates; and
5. with respect to which, under the laws of the country in which it is established or operates:
  - (i) contributions to such trust, corporation, organization, or arrangement which would otherwise be subject to tax under such laws are deductible or excluded from the gross income of such entity or arrangement or taxed at a reduced rate, or
  - (ii) taxation of any investment income of such trust, corporation, organization or arrangement is deferred, or such income is excluded from the gross income of such entity or arrangement or is taxed at a reduced rate.

In addition, the Subscriber and, if applicable, its Tax Owner, further certifies under the penalties of perjury that:

1. it understands that this certification may be disclosed to the United States Internal Revenue Service by the Partnership, the General Partner or the Management Company and any false statements contained herein could be punished by fine, imprisonment or both;
2. the Subscriber is created or organized under the law of a country other than the United States and the country is set forth on the signature page hereto;
3. the Subscriber's U.S. employer identification number is set forth on the signature page hereto;
4. the Subscriber's permanent office/business address is set forth on the signature page hereto; and
5. the Subscriber's or, if applicable, its Tax Owner's, Form W-8BEN-E or W-8EXP is attached hereto and all information required to be submitted in the form, as provided in the form and the instructions, is accurately provided in the form.

Furthermore, the Subscriber and, if applicable, its Tax Owner, authorizes this certification to be provided to any withholding agent that has control, receipt, or custody of the income of which the Subscriber or, if applicable, its Tax Owner, is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Subscriber or, if applicable, its Tax Owner, is the beneficial owner.

The Subscriber agrees that it will submit a new certification immediately if any information or representations contained in this form become incorrect.

To the extent that the Partnership, the General Partner, the Management Company, any Alternative Investment Vehicle or any of their respective Affiliates is required to satisfy any tax liability and any interest or penalties thereon (the "Tax Liability"), to any taxing authority with respect to the

Subscriber and, if applicable, its Tax Owner, as a result of any inaccuracy in or omission from this certification (which Tax Liability shall include any attorney or accountant fees or other reasonable expenses incurred in connection with such inaccuracy or omission), the Subscriber and, if applicable, its Tax Owner, each agree jointly and severally (a) to reimburse the Partnership, General Partner, the Management Company, any Alternative Investment Vehicle or any of their respective Affiliates for such Tax Liability in the manner described in Section 7.8 of the Partnership Agreement and (b) that any such amounts may be treated as an amount actually distributed to the Subscriber pursuant to the terms of the Partnership Agreement.

Under penalties of perjury, the Subscriber declares that it has examined this certification and to the best of the Subscriber's knowledge and belief it is true, correct and complete, and the Subscriber further declares that the signatory of this certification has authority to sign this document on behalf of the Subscriber.

Subscriber's Name: \_\_\_\_\_  
(print or type)

By: \_\_\_\_\_  
(signature of authorized representative)

Name: \_\_\_\_\_  
(print or type name of authorized representative)

Title: \_\_\_\_\_  
(print or type title of authorized representative)

Country of creation or organization: \_\_\_\_\_

U.S. employer identification number: \_\_\_\_\_

Permanent office/business address: \_\_\_\_\_



# **TAB 10**

**ELECTION FORM FOR MANAGEMENT FEE REBATE**

**ELECTION FORM FOR  
MANAGEMENT FEE REBATE**

Instructions: Complete and return this form ONLY if you want to receive a rebate of the Management Fee paid in an amount up to your *pro rata* share of any excess amounts of fee reduction that remain unapplied upon the Partnership's final distribution of assets subject to Section 5.2(c) of the Partnership Agreement.

\_\_\_\_\_  
Name on Account

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date