



CAPRIA FUND II, LP OVERVIEW AND SUMMARY OF PRINCIPAL TERMS

April 2023

Capria Fund II, LP (the “Fund”) is offering limited partnership interests (the “Interests”) privately to qualified investors who, upon admission to the Fund, will become limited partners (the “Limited Partners”). The following is a summary description of the Fund and certain of the major terms of the offering of the Interests. In the event of any conflict between this Summary of Terms and the Fund’s Amended and Restated Limited Partnership Agreement (as amended, the “Fund Agreement”), the terms of the Fund Agreement will control. Capitalized terms used but not defined herein have the meanings ascribed to them in the Fund Agreement. Whenever reference is made herein to the “discretion” of the General Partner as the general partner of the Fund, it means the General Partner’s “sole and absolute discretion.”

OVERVIEW

Fund	Capria Fund II, LP, a Delaware limited partnership
General Partner	Capria II GP LLC
Management Company	Capria Ventures LLC
Managing Principals	Dave Richards, Will Poole, and Susana Garcia-Robles
Investment Strategy	Early-growth venture capital in technology companies across the Global South: Africa, Mexico, Central and South America, India, and the developing countries in Asia, excluding China but including Singapore and the Middle East. Up to 20% invested in early-stage local VC funds to access proprietary deal flow of their best-performing companies.
Fund Size	US\$100M, with greenshoe to US\$150M; no Management Fee charged until fund size reaches US\$20M.
Minimum Investment	US\$10M for institutions; US\$5M for family offices, foundations & corporates; and US\$1M for individuals.
GP Commit	Initial closing US\$4M minimum and US\$6M maximum, at final closing US\$5M minimum and US\$7M maximum
Offering Period	12 months from the initial closing; can be extended an additional 6 months.
Commit Period/Term	4 years / 10 years with two one-year potential extensions.
Management Fees	Average 2% per year based on committed capital. No Management Fees for capital invested in funds.



Performance Comp	After 100% return of capital, 20% carry. No carry charged on capital invested in funds.
Clawback	Standard GP and LP clawback provisions.
Recycling	Invest up to 120% of committed capital.
Investment Restrictions	Cap 20% invested in local VC funds. Cap 15% invested in any one investment. Cap 40% invested in portfolio companies of Capria Fund LLC. No investment in gambling, tobacco, adult entertainment, etc. No investment in listed companies or similar. Geographic and sector concentration limits. Secondaries: up to 35%.
Investment in Affiliated Fund	Invest up to US\$3M in Unitus Ventures Fund III, a fund controlled by Capria principals Dave Richards and Will Poole. LPs will pay no Management Fees or carry on this investment.
Org Expenses	Capped at greater of (i) 0.5% of commitments and (ii) US\$750K.
Operating Expenses	Customary costs for operating a global VC fund.
Devotion of Time	During the Commitment Period (as defined below), Susana will devote substantially all, and Dave & Will will devote at least 2/3 of their business time to the Fund, the General Partner, the Management Company, Capria Fund LLC and any affiliated funds.
Key Persons	Dave Richards, Will Poole, and Susana Garcia-Robles. Any 2 Managing Principals failing to satisfy the time and attention standards set forth above during the Commitment Period invokes key person provisions. Customary cure process.
Successor Fund	Permitted only after 75% of the Fund is committed or reserved.
Removal of General Partner	75% in interest of Limited Partners can remove GP without cause; majority in interest of Limited Partners can remove GP for cause as further specified in the Partnership Agreement.
Advisory Committee	Standard governance roles. GP appoints 3-9 members from LP base.
Reporting	Quarterly: unaudited financials, capital account, portfolio updates Annual: K-1s, audited financials, ESG & impact report
Warehoused Investments	Investments warehoused for this fund will be transferred at cost plus finance and out-of-pocket expenses.



SUMMARY OF TERMS

The Fund	Capria Fund II, LP, a Delaware limited partnership (the “ <u>Fund</u> ”).
The General Partner	Capria II GP LLC, a Washington limited liability company, is the general partner of the Fund (the “ <u>General Partner</u> ”). The General Partner and the Limited Partners are collectively referred to herein as the “ <u>Partners</u> ”.
The Management Company	<p>Capria Ventures LLC, a Washington limited liability company, is the management company (the “<u>Management Company</u>”) of the Fund.</p> <p>The Management Company is an affiliate of the General Partner. While the Management Company is not currently registered with the U.S. Securities and Exchange Commission (“<u>SEC</u>”) as an investment adviser under the Investment Advisers Act of 1940, as amended (“<u>Advisers Act</u>”), or registered as an investment adviser under any similar state law, it expects to register with the SEC in 2023.</p>
Managing Principals	The Fund’s senior management team will include Dave Richards, Will Poole, Susana and Garcia-Robles (collectively, the “ <u>Managing Principals</u> ”).
Investment Objective	The Fund’s investment objective is to seek to generate substantial long-term capital appreciation by making portfolio investments (“ <u>Portfolio Investments</u> ”) in fast-growing technology-enabled startups in Global South markets.
Investment Strategy	<p>The Fund will utilize the following strategies:</p> <ul style="list-style-type: none">• Primarily invest, directly or indirectly through special purpose vehicles (including for the avoidance of doubt co-investment and aggregator vehicles established by managers of Portfolio Fund Investments (as defined below) or by managers of investments in which Capria Fund LLC (the “<u>Predecessor Fund</u>”) invested), in early-growth and growth-stage technology-enabled startups in sectors including financial services, mobility/logistics, education/jobs, agriculture & food, healthcare, small & medium business technologies and other essential sectors (“<u>Portfolio Company Investments</u>”);• Primarily invest in 15 tech hubs of fast-growing emerging economies in the Global South, which includes South and Southeast Asia, Latin America, and Africa, focused on companies addressing domestic demand;



- Strategically invest up to 20% of capital in early-stage and early-growth local investment funds (i.e., blind pool vehicles) in order to seek to access proprietary deal flow of their best-performing companies (“Portfolio Fund Investments”); and
- By applying ESG screening and criteria, the firm will seek to make investments in companies that have highly scalable and sustainable positive effects on the environment and/or mass populations of the Global South.

Target Size of Offering

The Fund seeks capital commitments (the “Commitments”) of US\$100M from qualified investors. However, it may close with lesser or greater Commitments than this amount; provided, it may not (a) hold an initial closing (the “Initial Closing”) with less than US\$20M of aggregate Commitments; or (b) accept aggregate Commitments of more than US\$150M.

Minimum Investment; Limited Partners Admitted at Subsequent Closings

The minimum Commitment of a limited partner of the Fund (each, a “Limited Partner” and collectively, the “Limited Partners”) is US\$10M for institutional investors, US\$5M for family offices, foundations and corporate investors, and US\$1M for individual investors. Lesser amounts may be accepted at the discretion of the General Partner. Each Limited Partner making a new or additional Commitment after the Initial Closing shall contribute at the time of admission to the Fund (i) the amount of capital contributions that such additional Limited Partner would have made to date if admitted at the Initial Closing *plus* (ii) an additional amount, calculated like interest, on such amount as though such additional Limited Partner had been admitted at the Initial Closing at a per annum rate equal to the WSJ Prime Rate plus 2%. The General Partner may waive or reduce the amount contributed in respect of any additional Limited Partner; provided, any such waiver with respect to a Limited Partner that is not an employee, manager or affiliate of Management Company (or any of their related estate planning vehicles and/or family members) will require the approval of the Advisory Committee.

No amount attributable to clause (ii) above will entitle the additional Limited Partner making such payment to receive any additional Interest in the Fund in exchange therefore or be considered a capital contribution for the purpose of reducing unpaid Commitments to the Fund. Such additional amount will be credited to the capital accounts of all the Partners based on their relative Percentage Interests. All additional Limited Partners admitted to the Fund or increasing their Commitment to the Fund after the Initial Closing shall participate in all existing investments of the Fund.



General Partner Commitment	The General Partner will commit at least US\$4M at the Initial Closing. Initial closing US\$4M minimum and US\$6M maximum, at final closing US\$5M minimum and US\$7M maximum.
The Offering	The Managing Principals anticipate that the Initial Closing will occur in the second quarter of 2022. Additional closings may occur through the first anniversary of the Initial Closing; provided, the General Partner may, in its sole discretion, extend this period by up to six months if the General Partner provides the Limited Partners with notice of the extension prior to the expiration of the initial one-year period.
Capital Calls	<p>Limited Partners' Commitments are expected to be drawn down as needed over the term of the Fund, typically once per quarter, upon not less than 10 business days prior written notice from the General Partner. In no event will any Limited Partner be required to make capital contributions in excess of its Commitment. Each Limited Partner's Commitment will be payable in U.S. dollars.</p> <p>Capital contributions called for the purpose of funding Fund investments shall be made by the Partners <i>pro rata</i> in accordance with each such Partner's unfunded Commitment. Capital contributions called for purposes of funding follow-on investments or expenses in respect of portfolio investments in which the Fund holds an interest shall be made by the Partners <i>pro rata</i>. Capital contributions called for purposes of funding the Fund's payment of the Management Fee shall be made <i>pro rata</i> by the Limited Partners in accordance with the portion of the Management Fee allocated to each Limited Partner. Capital contributions called for all other purposes (including, without limitation, Fund Expenses that are not attributable to a particular Fund investment (other than the Management Fee)) shall be made <i>pro rata</i> in accordance with each Partner's Commitment.</p>
Commitment Period	<p>The Commitment Period shall commence on the date of the Initial Closing and end on the earlier of (i) the fourth anniversary of the Initial Closing and (ii) the time at which at least 70% of the Capital Commitments of the non-defaulting Limited Partners have been called for, invested in, committed or reserved for portfolio investments (including new portfolio investments for which a binding written agreement has been signed), Fund expenses, Management Fees and Organizational Expenses, (the "<u>Commitment Period</u>").</p> <p>Unless otherwise approved by the Advisory Committee, the Fund will not make commitments to Portfolio Fund Investments after the second anniversary of the date the first capital contribution to the Fund is due.</p>



Term	<p>The term of the Fund will terminate on the 10th anniversary of the date the first capital contribution to the Fund is due; provided, the Fund's term may be extended by two additional years (the first in the General Partner's sole discretion and the second with the consent of the Advisory Committee (as defined below)).</p> <p>Unless otherwise approved by the Advisory Committee, the Fund will only invest in Portfolio Fund Investments whose terms are approximately coterminous with that of the Fund, or which end before that of the Fund.</p>
Allocation of Income, Expenses, Gains and Losses	<p>In general, net income and loss will be allocated among the Partners' capital accounts in a manner consistent with the intended effect of the distribution provisions set forth below under "Distributions."</p>
Distributions	<p>The General Partner will use commercially reasonable efforts to make distributions of cash within 60 days of the receipt thereof by the Fund, subject to retention of a reserve for reasonably anticipated expenses and pending investments. Amounts designated for distribution will initially be apportioned to each Partner pro rata in proportion to its respective capital contributions attributable to (i) the Fund's capital invested in Portfolio Investments and (ii) Fund expenses other than the Management Fee (as defined below). For the avoidance of doubt, amounts retained and reinvested by the General Partner, or recalled by the General Partner for reinvestment as described under "Recycling; Recalls" below will be deemed to be capital contributions attributable to the Fund's capital invested in Portfolio Investments.</p> <p>Amounts apportioned to each Limited Partner will be further apportioned between such Limited Partner and the General Partner and distributed as follows:</p> <p>(a) first, 100% to the Limited Partner pro rata in proportion to such Limited Partner's aggregate capital contributions to the Fund until such Limited Partner has received a full return of such capital contributions; and</p> <p>(b) second, for distributions of amounts in excess of 100% of such Limited Partner's aggregate capital contributions, in amounts and proportions necessary to ensure, as promptly as possible and to the maximum extent feasible, that (1) the General Partner has received cumulative distributions pursuant to this clause (b)(1) with respect to such Limited Partner in an amount equal to 20% of the cumulative amounts distributed pursuant to this paragraph (b) attributable to Portfolio Company Investments attributable to such Limited Partner; and (2) all distributions under this paragraph (b) in excess of the amount distributed to the General Partner pursuant to clause (b)(1) have been made to the Limited Partner.</p>

Tax Distributions	The Fund may, but shall not be required to, make cash distributions to all Partners in an amount sufficient for Partners to pay income taxes on income allocated for tax purposes to the Partners, based on the same assumed tax rate for all Partners.
General Partner Clawback	<p>If, at the time the Fund is liquidated, the General Partner's cumulative distributions (exclusive of the distributions received by the General Partner in respect of its Commitment) exceed the amount the General Partner would have received if all distributions over the life of the Fund were made in one single liquidating distribution, the General Partner will refund such excess distributions; provided that the General Partner will not be required to refund an amount in excess of the cumulative distributions (exclusive of distributions received in respect of its Commitment) received by the General Partner less taxes paid or deemed paid by the General Partner in respect of its Carried Interest. Each member of the General Partner will be severally liable for the General Partner's return obligations, but only to the extent of distributions actually received by such members (other than tax distributions) in excess of distributions attributable to such member's capital contributions to the General Partner.</p> <p>In support of their clawback obligations, the members of the General Partner will be subject to an escrow holdback with respect to 25% of their carried interest distributions. Any funds held in the escrow account will be released in two stages, with one-half to be released at the end of the Commitment Period and the remainder to be released on the second anniversary of the end of the Commitment Period.</p>
Partner Clawback:	If the Fund incurs any liability, including indemnification obligations, the General Partner may cause each Partner to contribute to the Fund its pro rata share of such liability (based on Commitments); provided that in no event will any Partner be required to contribute more than the lesser of (i) the aggregate distributions received by such Partner from the Fund and (ii) 25% of such Partner's Commitment; provided further that no Partner will be required to contribute to the Fund two years after the date of the applicable distribution; provided that if at the end of such two-year time period the General Partner has notified the Limited Partners of a pending obligation to contribute capital or return distributions, such time period will be tolled until such obligation is resolved.
Recycling; Recalls	During the term of the Fund , the Fund may reinvest any proceeds from investments that are attributable to capital invested in such investments, or may distribute such amounts to the Limited Partners to be added back to their



Commitments and subject to recall. However, the ability of the Fund to recycle capital is subject to the restriction that, without the consent of the Advisory Committee, over the term of the Fund, the aggregate cost of investments made by the Fund collectively may not exceed 120% of the aggregate Commitments of the Limited Partners.

Use of Leverage

The Fund does not expect to employ leverage in connection with its investment activities, although it may obtain a short-term subscription line from a lender in order to fund expenses and investments in anticipation of the receipt of capital call proceeds. The maximum size of the short-term subscription line shall not exceed 20% of the Commitments. Drawings on the subscription line shall not remain outstanding for more than 180 days.

Investment Restrictions; Target Percentage Limitations

The Fund will not, without the consent of the Advisory Committee or a majority in interest of the Limited Partners:

1. Invest more than 20% of Commitments in Portfolio Fund Investments;
2. Invest more than 15% of Commitments in any one investment;
3. Invest more than 40% of Commitments in portfolio companies of the Predecessor Fund;
4. Invest in companies with substantial interests in gambling, armaments, mineral extraction, general infrastructure, motion pictures or adult entertainment, tobacco and tobacco products, alcohol and other intoxicating substances, and direct real estate holdings; or
5. Invest in publicly traded companies or in (for speculative purposes) any swap, forward, hedge or similar derivative financial transaction.

Geography: The Fund focuses on developing markets with a minimum of 75% of investments to be made in portfolio companies domiciled in, or with a principal place of business in, or investment funds targeting investments in, the Global South up to the following anticipated regional limits:

- 65% in Southeast Asia and South Asia
- 50% in Latin America
- 40% Africa and the Middle East.

No investments shall be made in Russia, North Korea, Iran or China (which shall not include Hong Kong and Taiwan, ROC for such purposes).

Secondaries: Without the consent of the Advisory Committee, the Fund will not invest more than 35% of Commitments in Portfolio Investments purchased in the secondary market.



All restrictions refer to the investments at cost. Prior to the expiration of the offering period, the aggregate amount of Commitments for purposes of determining compliance with the above investment restrictions shall be US\$100M. In the event that the Fund's aggregate Commitments do not equal at least US\$75M at the expiration of the offering period, the General Partner will seek review and ratification by the Advisory Committee of revised investment limitations.

**Investment in
Affiliated Fund**

The Fund expects to invest up to US\$3M in Unitus Ventures Fund III, LP ("Unitus III"), the successor fund to Unitus Seed Fund II, LP, in order to access the proprietary deal flow of its best-performing companies. The general partner for Unitus III is controlled by Capria principals, Dave Richards and Will Poole. The Fund will pay no management fees or carry to the General Partner for any capital invested in Unitus III.

Co-Investment

The General Partner may, but will not be required to, provide co-investment opportunities made available to it to Partners and other persons, including strategic investors (which for this purpose may consist of third parties and Limited Partners that are not affiliates of the General Partner or the Management Company). The General Partner may establish one or more co-investment vehicles for the purpose of facilitating investments in co-investment opportunities (each, a "Co-Investment Vehicle"). A Co-Investment Vehicle, and indirectly its investors, shall bear all costs associated with its formation and operation and a pro rata share of expenses related to investments based on capital invested. Each investment in a Co-Investment Vehicle may be subject to a management fee and/or carried interest.

Management Fee

Beginning on the later of the date of the Initial Closing or the date the Commitments to the Fund total at least US\$20M, the Fund will pay the General Partner or its designee a fee ("Management Fee") on a quarterly basis in advance based on the table in Schedule A. The Fund does not pay a Management Fee with respect to Portfolio Fund Investments. The General Partner may in its sole discretion agree to a lower Management Fee rate with respect to any Limited Partner.

**Organizational
Expenses**

The Fund shall pay the organization costs, fees and expenses incurred by or on behalf of the Fund, the General Partner or the Management Company in connection with the formation and organization of the Fund, the General Partner, the Management Company and their affiliates. Organizational expenses will be subject to a cap of 0.5% of aggregate Commitments or US\$750K, whichever is larger. Any organizational and syndication costs



above such cap will be applied as a reduction against the Management Fee until recovered.

Operating Expenses

The General Partner or the Management Company shall bear all normal overhead and administrative expenses incurred by the Management Company or its affiliates in connection with the management of the Fund: (i) salaries and wages of the employees of the Fund, the General Partner, the Management Company, and their respective affiliates; (ii) rentals payable for space used by the Management Company or the Fund; and (iii) expenditures for equipment used by the Management Company or the Fund.

The Fund shall bear all costs and expenses incurred by the Fund, the General Partner, the Management Company and their respective affiliates on behalf of the Fund including, and as set forth in greater detail in the Agreement, all costs and expenses incurred in development of the Fund's investment pipeline, the investigation, holding, supporting, monitoring, purchasing, selling or other disposition of investments or potential investments (whether or not ultimately consummated), including, but not by way of limitation, travel and entertainment expenses relating to investments or investment pipeline development, interest on borrowed money, taxes on investments, including documentary, recording, stamp and transfer taxes, brokerage fees or commissions, legal fees, expenses incurred in connection with the investigation, prosecution or defense of any claims by or against the Fund, including claims by or against a governmental authority, consulting fees relating to investments or proposed investments, travel and entertainment expenses relating to investments or investment pipeline development, taxes applicable to the Fund on account of its operations, fees incurred in connection with the maintenance of bank or custodian accounts; taxes applicable to the Fund on account of its operations; legal, audit, and other expenses incurred in connection with the registration of the Fund's portfolio securities under the Securities Act; legal and accounting fees and expenses incurred in connection with the purchase or sale or exchange or other disposition of securities; and fees and expenses of independent consultants incurred in investigating and evaluating investment opportunities.

The Fund shall also bear the fees incurred in connection with the preparation of the Fund's annual tax return, costs of independent appraisers, legal expenses of the Fund, expenses paid to third parties for the maintenance of the Fund's books and records, and preparation of reports; premiums associated with insurance, if any, to ensure against any claims that could be made directly against the Fund, the General Partner, the Management Company or any Indemnified Persons or that could give rise to a Fund liability; preparation and other expenses associated with annual and other reports to the Partners; legal fees and expenses incurred in prosecuting or



defending administrative or legal proceedings relating to the Fund brought by or against the Fund, the Management Company or the General Partner, or the members, partners, employees or agents or former members, partners, employees or agents of any of the foregoing. The Fund shall bear its pro rata share of all governmental, regulatory, licensing, filing, registration or other fees incurred in connection with the Fund's, the General Partner's or the Management Company's compliance with the rules of any self-regulatory organization or any federal, state, or local laws and the fees and expenses relating to the registration of the Management Company or the General Partner as an investment adviser and related compliance with the Investment Advisers Act and/or applicable state law and all costs related thereto, including without limitation, costs of Form PF and preparation and update of Form ADV.

The Fund shall bear all liquidation costs, fees, and expenses incurred by or on behalf of the General Partner, the Management Company, or members of the General Partner in connection with the liquidation of the Fund's assets.

The General Partner, Management Company or their affiliate may, but will not be obligated to, advance its own funds to pay Fund Expenses. Such amounts will be reimbursed by the Fund.

Devotion of Time

During the Commitment Period, each of the Managing Principals must devote their respective business time to the Fund, the General Partner, the Management Company and the Predecessor Fund or any affiliated funds as follows: Susana Garcia-Robles must devote substantially all of her business time to the Fund, while Dave Richards and Will Poole must each devote at least two-thirds (2/3) of their business time to the Fund.

Key Person Event

If, during the Commitment Period, either (a) any two or more of Dave Richards, Will Poole, and Susana Garcia-Robles (each, a "Key Person") die, become permanently disabled, are otherwise no longer actively involved with the Fund, or fail to satisfy the time and attention standards set forth in "Devotion of Time" above, in any case for a period of 90 or more consecutive days (a "Key Person Event"), or (b) a change of control (as specified in the Agreement) has occurred, the General Partner shall promptly notify the Limited Partners of such event, and the Commitment Period shall be immediately suspended. Thereafter, the General Partner shall have 90 days to propose a continuity plan to the Limited Partners, which may include the appointment of a replacement Key Person. If, by the end of an additional period of 60 days following the presentation of the continuity plan to the Limited Partners, a majority in interest of the Limited Partners does not object to the proposed continuity plan, then the Commitment Period shall be fully reinstated. In the absence of such acceptance of a proposed continuity plan by the Limited Partners, the Commitment Period shall automatically



terminate. For any period during which the Commitment Period has been suspended or terminated, capital may only be called for the limited purposes for which capital may be called following the expiration of the Commitment Period, as provided above under “Commitment Period.”

The Advisory Committee is authorized to approve one or more General Partner nominated replacements for Key Persons, in which case each such new Key Person shall be subject to all of the terms applied herein to each replaced Key Person.

Successor Fund

No Managing Principal may undertake a closing of any pooled investment vehicle with investment objectives that are substantially similar to those of the Fund on or before such time as at least 75% of the Fund’s aggregate Commitments have been invested, committed or reserved for investment (including permitted follow-on investments), or applied, committed or reasonably reserved for working capital or expenses (including the Management Fee).

Removal of the General Partner

At least 75% in interest of the Limited Partners may remove the General Partner at any time, with or without cause. A majority in interest of the Limited Partners may remove the General Partner with cause (as specified in the Agreement), in which case the General Partner will not be entitled to receive carried interest distributions for any investments made after the date of the General Partner’s removal and carried interest distributions to them with respect to existing investments will be reduced by 100%. If the General Partner is removed without cause, the General Partner will not be entitled to receive carried interest distributions for any investments made after the date of the General Partner’s removal.

Advisory Committee

The General Partner will establish an advisory committee (the “Advisory Committee”) consisting of between three and nine participants, all of whom must be representatives of Limited Partners. The Advisory Committee will provide advice to the General Partner upon request regarding potential conflicts of interest, approve waivers of certain provisions of, and otherwise take such other actions and give such other approvals and consents as contemplated under, the Fund Agreement. The General Partner shall seek and document formal approval of the Advisory Committee on any matter indicating the need for the same herein.

Reports to Limited Partners

The Fund will furnish each Limited Partner with (i) within 180 days of the end of each fiscal year, annual audited financial statements prepared in accordance with accounting methods followed for federal income tax purposes and otherwise in accordance with United States generally accepted accounting principles and procedures applied in a consistent manner, (ii) annual tax information necessary for the Limited Partner’s U.S. federal



income tax returns, (iii) annual reports on impact achieved through investments, mapped to United Nations' Sustainable Development Goals, and certain other information, and (iv) within 60 days of the end of each fiscal quarter, unaudited quarterly reports, including (A) a description of each new investment, a high-level summary of information received from portfolio funds and companies, and information regarding the occurrence of any material event relating to any previous investment, and (B) descriptive information regarding each investment, its fundraising efforts and other activities; provided, that information on Fund Investments will be reported one quarter in arrears.

**Transfers and
Withdrawals**

Generally, a Limited Partner may not sell, assign or transfer any interest in the Fund without the prior written consent of the General Partner, which the General Partner may grant or withhold in its discretion. In addition, a Limited Partner generally may not withdraw any amount from the Fund. Transfers of interests in the Fund which are effected without compliance with the Agreement will not be recognized by the Fund.

Change of Control

The General Partner will not transfer its interest in the Fund without the consent of a majority in interest of the Limited Partners, which may be achieved via negative consent; provided, it may transfer the interest to an affiliated entity that is controlled by the Managing Principals as part of a restructuring or other reorganization or redomiciling. Without the consent of at least 75% in interest of the Limited Partners, which may be achieved via negative consent, the Managing Principals will not undertake any direct or indirect transfer of their interests in the General Partner (whether through a transfer by such individuals or through a transfer by the General Partner) that would result in them holding less than 51% of the equity interests in the General Partner; provided such restriction shall not apply to the transfer or issuance of interests in the General Partner to estate planning vehicles or trusts organized for the benefit of a Managing Principal and his or her family members.

Indemnification

The Fund will indemnify the General Partner, the Managing Principals, and the Management Company and their respective employees, agents, advisors, affiliates, members, managers and personnel against claims, liabilities, costs and expenses, including legal fees, judgments and amounts paid in settlement, as incurred by them, by reason of their activities on behalf of the Fund or the Limited Partners, other than any act or omission that constitutes actual fraud, gross negligence, or willful misconduct.

ERISA

Investments in the Fund by certain benefit plan investors, including individual retirement accounts ("IRAs"), may be limited to the extent necessary to comply with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or any exemptions therefrom.



Tax Aspects	<p>The Fund intends to operate as a partnership and not as an association or a publicly traded partnership taxable as a corporation for federal tax purposes.</p> <p>Non-U.S. taxes imposed on the Fund or the Partners (other than taxes which are imposed as a result of a Partner's own connection to the taxing jurisdiction) will be borne by the Fund and shall therefore reduce the amount of distributions and/or distributable proceeds upon which the carried interest is determined. The Fund may request an annual tax residency certificate from Partners in order to improve tax efficiency.</p>
Unrelated Business Taxable Income	<p>It is possible that certain investments of the Fund will generate unrelated business taxable income within the meaning of Section 512 through Section 514 of the Internal Revenue Code of 1986 for U.S. tax-exempt investors. Investors are urged to consult with their tax advisors regarding the tax implications of an investment in the Fund.</p>
Warehoused Investments	<p>The Fund has made multiple and may make one or more additional warehoused investments that are financed by the Management Company or other investors. It is expected that there will be financing and/or transaction costs associated with these investments, including financing fees provided by the General Partner at a rate equal to the WSJ Prime Rate less 0.25%. These investments will be transferred to the Fund after its Initial Closing unless those assets are sold (or have a purchase term sheet signed) before the Initial Closing.</p>
Amendment	<p>Subject to certain exceptions provided in the Agreement, the Agreement may be amended only with the written consent of the General Partner and a majority in interest of the Limited Partners. The General Partner, without the consent of the Limited Partners, may amend any provisions of the Agreement as determined advisable to address the effects (or potential effects) of legislation that has been enacted, or regulations that may or have been issued, that change or alter the tax consequences in a manner that may be detrimental to the General Partner; provided, however, that no amendment shall be made unless such amendment will not (1) subject any Limited Partner to any materially adverse economic consequences or (2) diminish or waive in any material respect the duties and obligations of the General Partner to the Fund or the Limited Partners.</p>
Arbitration	<p>Any claim, dispute, or controversy arising out of or relating to the Agreement shall be resolved by final and binding arbitration before a panel of arbitrators selected from and administered by JAMS, Inc. in accordance with its then existing arbitration rules or procedures regarding commercial or business disputes.</p>



Side Letters	The General Partner may from time to time enter into letter agreements or other similar arrangements with one or more Limited Partners that have the effect of establishing rights under, or altering or supplementing the terms of the Partnership Agreement or any Subscription Agreement.
Confidentiality	Except as provided in the Fund Agreement, no Limited Partner or prospective Limited Partner shall disclose to any person any information related to the Fund, the Management Company, the General Partner, any portfolio investment or prospective portfolio investment, or any of their respective affiliates.
Risks and Certain Potential Conflicts of Interest	An investment in the Fund involves significant risks and there can be no assurance that the Fund's investment objective will be achieved. There may occur potential or actual conflicts of interest involving the General Partner, its affiliates, the Special Limited Partner and the Fund.
Independent Accountant	The General Partner intends to appoint an accounting firm as the independent auditors of the Fund. The General Partner may terminate and replace the auditors in its discretion.



SCHEDULE A – MANAGEMENT FEE

The base Management Fee is calculated by applying the annual rate below to one of two amounts:

- A. If the Fund has **not** yet committed to Portfolio Fund Investments all of the capital permitted for that purpose, and the Fund still has time to make further such commitments, then an amount equal to 80% of the Limited Partners' aggregate Capital Commitments.
- B. If the Fund **has** committed to Portfolio Fund Investments all of the capital permitted for that purpose, or if the Fund has no more time in which to make further such commitments, then an amount equal to the Limited Partners' aggregate Capital Commitments, less the amount of the Fund's capital committed to Portfolio Fund Investments.

If, at the end of the two-year period beginning at the Initial Closing, aggregate Portfolio Fund Investments make up less than 80% of the Limited Partners' aggregate Capital Commitments, each as measured on a cost basis, then the Management Company shall be entitled to a catch-up Management Fee in the fiscal year following the end of such two-year period in an amount equal to the excess of (i) the Management Fee the Management Company would have received during such period but for the application of (A) above over (ii) the Management Fee actually received by the Management Company for such period.

Year of Fund's term	Annual rate (average is 2% per year)
1	2.5%
2	2.5%
3	2.5%
4	2.5%
5	2.0%
6	2.0%
7	2.0%
8	1.5%
9	1.5%
10	1.0%

Extension years

As approved by Advisory Committee