

(B) The Benefit Plan Investor represents and warrants that:

1. the Independent Fiduciary is acting as a fiduciary with respect to, and is responsible for exercising independent judgment in evaluating, the Benefit Plan Investor's purchase, holding and disposition of equity interests in the Partnership;
2. the Independent Fiduciary is: (a) independent of the Management Company and any affiliate of the Management Company; and (b) capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies of the Partnership, including the Benefit Plan Investor's purchase of equity interests in the Partnership as contemplated in each Subscription Agreement;
3. it understands that none of the Partnership nor the Management Company, nor any director, officer, member, partner, principal, or affiliate of the Partnership or the Management Company, is by having made any oral or written statement prior to the date hereof or by making any future written or oral statement regarding the Partnership, undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the Investor's purchase, holding or disposition of equity interests in the Partnership;
4. the Independent Fiduciary acknowledges that the existence and nature of any fees paid to the Partnership, the Management Company or any affiliate of the Management Company have been disclosed in the Memorandum;
5. there does not exist between the Independent Fiduciary and the Management Company nor any of its affiliates any financial interest, ownership interest or other relationship, agreement or understanding that would limit the Independent Fiduciary's ability to carry out its fiduciary responsibility to the Benefit Plan Investor beyond the control, direction, or influence of other persons involved in the purchase, holding and sale of the equity interests in the Partnership; and
6. none of the Partnership nor the Management Company, nor any director, officer, member, partner, principal, or affiliate of the Partnership or the Management Company, receives a fee or other compensation from the Benefit Plan Investor or the Independent Fiduciary for the provision of investment advice in connection with the Benefit Plan Investor's purchase, holding or disposition of equity interests in the Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Supplement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

INDIVIDUALS

ENTITIES

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Entity

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Additional Investor Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name