

*If the Plan Investor answered "Yes" to any of the foregoing questions in this Exhibit E, please contact the General Partner immediately.*

5. The Plan Investor is, or is acting on behalf of, an "employee benefit plan" which is organized outside of the United States.

☐ Yes ☐ No

6. If the Investor answered "Yes" to any of the foregoing, the Investor represents and warrants that, except as otherwise disclosed to the Partnership, the participants in such employee benefit plan or plan are not permitted to self-direct investments. If the participants in such employee benefit plan or plan are permitted to self-direct investments, more information may be required. Please contact iCapital for further instruction.

7. If the undersigned Investor answered "Yes" to any of the foregoing, the Investor hereby represents and warrants to and agrees with the Partnership that:

(a) The decision to invest assets of the Investor in the Partnership was made by fiduciaries independent of the General Partner or the Administrator and any placement agent, which parties are duly authorized to make such investment decisions and who have not relied on any advice or recommendation of the General Partner or the Administrator, any placement agent or any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or Affiliates;

(b) None of the General Partner or the Administrator, any placement agent or any of their respective employees, representatives, agents or Affiliates has exercised any discretionary authority or control with respect to the Investor's investment in the Partnership, nor have the General Partner or the Administrator, any placement agent or any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or Affiliates rendered individualized investment advice to the Investor based upon the Investor's investment policies or strategy, overall portfolio composition or diversification; and

(c) The terms of the Partnership Agreement or other organizational document, including all exhibits and attachments thereto, comply with the Investor's governing instruments and applicable laws governing the Investor, and the Investor will promptly advise the General Partner or the Administrator in writing of any changes in any governing law or any regulations or interpretations thereunder affecting the duties, responsibilities, liabilities or obligations of the Partnership, the General Partner or the Administrator or any of their respective partners, members, employees, stockholders, officers, directors, agents or Affiliates.

PROPRIETARY AND CONFIDENTIAL

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