

NEOTENY 4, LP

LIMITED PARTNER SUBSCRIPTION MATERIALS

INSTRUCTIONS FOR INVESTORS

If you are interested in purchasing a limited partner interest in Neoteny 4, LP (the “**Partnership**”), please complete (and do not date) all applicable signature pages and exhibits of the Subscription Agreement as indicated below. In addition, please complete the U.S. Internal Revenue Service (“**IRS**”) tax withholding form applicable to you. Please return all materials to Danielle Prague at the following address:

Prague & Company, P.C.
15 Walnut Street, Suite 150
Wellesley, MA 02481

All materials should also be emailed to Danielle Prague at [REDACTED], with a copy to Jeremy Heckman of Barack Ferrazzano Kirschbaum and Nagelberg LLP at [REDACTED].

Please direct any questions regarding this Subscription Agreement and/or the Partnership to Danielle Prague at [REDACTED] (email: [REDACTED]) or Jeremy Heckman at [REDACTED] (email: [REDACTED]).

NOTE: PLEASE DO NOT DATE ANY SIGNATURE PAGES AND PLEASE BE SURE TO COMPLETE ALL EXHIBITS (A THROUGH D). Investors also need to complete and sign the appropriate U.S. federal income tax withholding form W-9, W-8BEN, W-8BEN-E, W-8IMY, W-8EXP or W-8ECI (each with explanatory instructions published by the IRS).

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**NEOTENY 4, LP
LIMITED PARTNER SUBSCRIPTION AGREEMENT**

February 6, 2018

Neoteny 4, LP
c/o Neoteny 4 GP, LLC
c/o Prague & Company, P.C.
15 Walnut Street, Suite 150
Wellesley, MA 02481

Dear Sir or Madam:

Reference is made to (i) the Summary of Terms, including all supplements thereto, if any (the “**Summary**”), of Neoteny 4, LP, a Delaware limited partnership (the “**Partnership**”); (ii) the Amended and Restated Limited Partnership Agreement of the Partnership (the “**Partnership Agreement**”), by and among Neoteny 4 GP, LLC, a Delaware limited liability company, as the sole general partner of the Partnership (the “**General Partner**”), and the Limited Partners named on the List of Partners maintained by the Partnership, in each case, as furnished to the undersigned with respect to the offering of a limited partner interest in the Partnership (the “**Interest**”) to the undersigned; and (iii) this Limited Partner Subscription Agreement (this “**Agreement**”), by and between the General Partner, as general partner of the Partnership, and the undersigned. The Summary, the Partnership Agreement and this Agreement are collectively referred to herein as the “**Offering Materials.**” Capitalized terms used, but not defined, herein shall have the respective meanings given to them in the Partnership Agreement.

The undersigned subscribing investor (the “**Investor**”) hereby subscribes and agrees as follows:

1. Subscription for a Limited Partner Interest. Subject to the terms and conditions set forth in this Agreement and in the Partnership Agreement, the Investor agrees (i) to purchase from the Partnership an Interest in the amount set forth on the signature page below (except to the extent that an Interest in a lesser amount has been accepted by the General Partner pursuant to Section 9) at a purchase price equal to 100% of such Interest, payable in the manner and at the times as set forth in the Partnership Agreement, (ii) to become a party to and be bound by the Partnership Agreement and (iii) to become a Limited Partner of the Partnership.

2. Representations and Warranties of the Investor. The Investor hereby represents and warrants to, and agrees with, the Partnership and the General Partner as follows:

(a) Suitability. THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS AND HAS CONSULTED ITS OWN ATTORNEY, ACCOUNTANT, TAX ADVISER AND/OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE OFFERING MATERIALS

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SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) Opportunity to Verify Information. The Investor acknowledges that representatives of the Partnership have made available to the Investor, during the course of this transaction and prior to the purchase of the Interest, the opportunity to ask questions of and receive answers from them concerning the terms and conditions of the offering of the Interests described in the Offering Materials, and to obtain any additional information necessary to verify the information contained in the Offering Materials or otherwise relative to the proposed activities of the Partnership or to otherwise evaluate the merits and risks of an investment in the Partnership.

(c) Purchase for Investment. The Investor understands and agrees: (i) that the Investor must bear the economic risk of its investment until the termination of the Partnership; (ii) that the Interest has not been registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) or under the applicable securities laws of any other jurisdiction, and, therefore, cannot be resold or otherwise disposed of unless it is subsequently registered under the Securities Act or such other applicable securities laws, unless an exemption from such registration is available; (iii) that the Partnership is not being registered as an “investment company” as the term “investment company” is defined in Section 3(a) of the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”); (iv) that the Investor is purchasing the Interest for its own account and without a view towards distribution thereof; (v) that the Investor shall not resell or otherwise dispose of all or any part of the Interest purchased by the Investor, except as permitted by law, including without limitation, any regulations under the Securities Act or other applicable securities laws, and any and all applicable provisions of the Partnership Agreement; (vi) that the transfer of the Interest by the Investor and the admission and substitution of another Limited Partner for the Investor are restricted by the terms of the Partnership Agreement and the Securities Act; (vii) that the General Partner does not have any intention of registering the Partnership as an “investment company” under the Investment Company Act or of registering the Interest under the Securities Act or of supplying the information that may be necessary to enable the Investor to sell, transfer or otherwise dispose of the Interest; and (viii) that Rule 144 under the Securities Act is unlikely to be available as a basis for exemption from registration of the Interest in connection with the sale, transfer or other disposition of all or a portion of the Interest. The Investor understands that there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. The Investor further understands that for the foregoing reasons, the Investor will be required to retain ownership of the Interest and bear the economic risk of this investment for an indefinite period of time. The Investor is aware and acknowledges that: (i) the Partnership has no financial or operating history; (ii) the General Partner and Neoteny Management, LLC (which is an Affiliate of the General Partner) will receive substantial compensation in connection with the management of the Partnership; and (iii) the Investor is not entitled to cancel, terminate or revoke its subscription in the Partnership nor any of the powers and authority conferred herein and in the Partnership Agreement to the Partnership and/or the General Partner. The Investor acknowledges that the Investor has read, and understands and agrees to, the risk factors contained in the Summary.

(d) Full Contribution. The Investor understands that, except as otherwise provided in the Partnership Agreement, the Investor may not make less than the full amount of

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any required capital contribution in respect of such Investor's Interest, and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of all or a material portion of its investment in the Partnership), are contained in the Partnership Agreement.

(e) Exhibits. The Investor has carefully reviewed Exhibits A through F attached hereto and completed Exhibits A through D. The Investor makes each of the representations set forth in Exhibits A through D and such representations are true and correct in all respects.

(f) No Need for Liquidity. The Investor has no need for liquidity in connection with its purchase of the Interest, and is able to bear the risk of loss of its entire investment in the Interest. The Investor understands that its investment in the Interest may result in the complete loss of such investment.

(g) Investment Objectives and Advice. The purchase of the Interest by the Investor is consistent with the general investment objectives of the Investor. The Investor hereby acknowledges that it has not relied on the General Partner or any of its partners or Affiliates for investment advice with respect to an investment in the Partnership.

(h) Securities Laws. The Investor understands that the offer and sale of the Interest in certain jurisdictions may be restricted by law. The Investor further understands that neither this Agreement nor any of the other Offering Materials constitute an offer to sell or the solicitation of an offer to buy an Interest in a state or other jurisdiction to any Person to whom it is unlawful to make such offer or solicitation in such state or jurisdiction. The Investor received the Offering Materials and first learned of the Partnership in the country, territory, state or other jurisdiction identified in the address of the Investor set forth on the Investor's signature page hereto, and intends that the securities laws of that country, territory, state or other jurisdiction alone shall govern the offer and sale of the Interest to the Investor. If the Investor is not a resident of the United States, the Investor understands that it is the responsibility of the Investor to satisfy himself or itself as to full observance of the laws of any relevant country, territory, state or jurisdiction outside of the United States in connection with the offer, purchase and sale of the Interest, including obtaining any required governmental or other consent and observing any other applicable legal, regulatory or other similar formalities. This offering does not constitute an offer of the Interest to the public and no action has been or will be taken to permit a public offering in any jurisdiction where action would be required for that purpose. The Investor understands that no governmental agency or authority has passed upon or will pass upon the offer or sale of the Interest or has made or will make any finding or determination as to the fairness of this investment. The Investor: (i) if an individual, represents on his or her behalf; or (ii) if a corporation, trust, partnership, limited liability company, entity or other organization or association, represents on its behalf and the behalf of its officers, directors, managers, general partners and principal stockholders or equityholders, connected with the Investor as of the date hereof, that it is not subject to any "bad actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualifying Event**"), except for a Disqualifying Event covered by Rule 506(d)(2) or (d)(3) under the Securities Act.

(i) Investment Company Act Representations. Except as otherwise disclosed to the Partnership in writing on or before the date hereof (which writing shall be acknowledged

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by the General Partner and shall constitute a representation of the Investor hereunder), if the Investor is a corporation, trust, partnership, limited liability company, entity or other organization or association:

- (1) The Investor was not, or will not be, formed or “recapitalized” (as defined below in this Section 2(i)) for the specific purpose of acquiring the Interest;
- (2) The Investor’s stockholders, partners or other beneficial owners have no individual discretion as to their participation or non-participation in the purchase of the Interest and will have no individual discretion as to their participation or non-participation in particular investments made by the Partnership;
- (3) The Investor has not and will not invest more than 40% of its “committed capital” (as defined below in this Section 2(i)) in any single entity, including the Partnership);
- (4) If the Investor is contributing 10% or more of the total capital to be contributed by the Limited Partners to the Partnership, either (i) all of the outstanding securities (other than short-term paper) of such Investor are beneficially owned by one natural person, or (ii) such investor is not an “investment company” under Section 3(a) of the Investment Company Act or an entity which would be an “investment company” but for the exception provided for in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;
- (5) The Investor’s ownership of the Interest will constitute beneficial ownership by “one person” for purposes of determining the number of persons who beneficially own securities of the Partnership for purposes of Section 3(c)(1) of the Investment Company Act; and
- (6) The Investor has not been formed or used to circumvent the provisions of Section 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) and the Interest held by the Investor will be held of record by one person within the meaning of the Exchange Act Rule 12g5-1.

For purposes of this Section 2(i), the following definitions shall apply: “committed capital” includes all amounts which have been contributed to the Investor by its shareholders, partners or other equity holders plus all amounts which such persons remain obligated to contribute to it; and the term “recapitalized” shall include new investments made in the Investor solely for the purpose of financing its acquisition of the Interest and not made pursuant to a prior financial commitment.

(j) Power and Authority; No Conflicts. If the Investor is a corporation, trust, partnership, limited liability company or other entity, organization or association: (i) it has the

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requisite power and authority to execute and deliver this Agreement and the Partnership Agreement; (ii) the person signing this Agreement on behalf of the Investor has been duly authorized to execute this Agreement and the Partnership Agreement; and (iii) such execution, delivery and performance by the Investor of such agreements do not violate, or conflict with, the terms of any agreement or instrument to which the Investor is a party or by which it is bound. If the Investor is an individual, the Investor has all requisite legal capacity to acquire and hold the Interest and to execute and deliver this Agreement and the Partnership Agreement and to perform its obligations hereunder and thereunder. This Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, valid and legally binding agreements of the Investor enforceable against the Investor in accordance with their respective terms. The Investor has obtained all necessary consents, approvals and authorizations of government authorities and other persons or entities required to be obtained in connection with its execution and delivery of this Agreement and the Partnership Agreement and the performance of its obligations hereunder and thereunder.

(k) Knowledge and Experience. The Investor and its purchaser representative (if any) currently have, and (unless the Investor has a purchaser representative) the Investor had immediately prior to receipt of any offer regarding the Partnership, such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the Partnership.

(l) Purchaser Representative. If the Investor has utilized a purchaser representative, the Investor has previously given the Partnership notice in writing of such fact (which shall be acknowledged by the General Partner in writing), specifying that such representative would be acting as the Investor's "purchaser representative" as defined in Rule 501(h) of Regulation D under the Securities Act ("**Regulation D**").

(m) No View to Tax Benefits. The Investor is not acquiring the Interest with a view to realizing any benefits under any tax law, including, but not limited to, United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor's acquisition, ownership or disposition of the Interest.

(n) Publicly Traded Partnership. The following representations are included with the intention of enabling the Partnership to qualify for the benefit of a "safe harbor" under U.S. Treasury Regulations from treatment of the Partnership as an entity subject to corporate income tax. The Investor either:

- (1) is *not* a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes; or
- (2) is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, and (i) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner's direct or indirect interest in the Investor be attributable to the Investor's interests in the Partnership, (ii) less than 65% of the value of the Investor is attributable to the Investor's interests in the Partnership, and (iii) permitting the

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Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the U.S. Treasury Regulations is not a principal purpose of any beneficial owner of the Investor or of any person authorized to act on the Investor's behalf, for using the tiered arrangement within the meaning of U.S. Treasury Regulation Section 1.7704-1(h)(3)(ii).

(o) Status as Disregarded Entity. Unless the Investor has notified the General Partner in writing on or before the date hereof (which writing shall be acknowledged by the General Partner and shall constitute a representation of the Investor hereunder), the Investor is not disregarded as an entity separate from its owner within the meaning of U.S. Treasury Regulation Section 301.7701-2(c)(2)(i) (a "**Disregarded Entity**"). If the Investor has notified the General Partner in writing that it is a Disregarded Entity, then the sole owner of the Investor for U.S. federal income tax purposes (the "**Sole Owner**") represents as follows:

(1) the Sole Owner either:

(A) is *not* a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes; or

(B) is a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes, and (x) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner's direct or indirect interest in the Sole Owner be attributable to the Sole Owner's interests in the Partnership, (y) less than 65% of the value of the Sole Owner is attributable to the Sole Owner's interests in the Partnership, and (z) permitting the Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the U.S. Treasury Regulations is not a principal purpose of any beneficial owner of the Sole Owner, or of any person authorized to act on the Sole Owner's behalf, for using the tiered arrangement within the meaning of U.S. Treasury Regulations Section 1.7704-1(h)(3)(ii).

(2) The Sole Owner will not transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any rights with respect to) the Investor or the Interest without complying with all of the applicable provisions of the Partnership Agreement as if the Sole Owner were a direct Limited Partner of the Partnership and were transferring a direct limited partner interest in the Partnership.

(p) No Borrowings. The Investor has not borrowed any portion of its contribution to the Partnership, either directly or indirectly, from the Partnership, the General Partner, or any Affiliate of the foregoing.

(q) Partnership Counsel Does Not Represent the Investors. The Investor understands and acknowledges that Barack Ferrazzano Kirschbaum and Nagelberg LLP ("**BFKN**") represents only the Partnership and the General Partner and certain of their respective Affiliates, and not the Investor, in connection with the formation of the Partnership and the sale

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of the Interest, and that the Investor should consult its own legal and tax advisers in connection therewith. The Investor also understands that no independent counsel has been retained to represent the Limited Partners. The Investor acknowledges that BFKN has not independently verified any factual assertions made in the Summary and is not responsible for the Partnership's compliance with its investment program or applicable law. The Investor represents that it has not relied upon BFKN's participation in the preparation of the Offering Materials or its representation of the parties named above in connection with its investment in the Partnership.

(r) Privacy Notice. If the Investor is a natural person, he or she acknowledges receipt of the notice attached hereto as Exhibit E regarding the privacy of consumer financial information pursuant to the privacy rules promulgated by the U.S. Federal Trade Commission and the SEC under section 504 of the U.S. Gramm-Leach-Bliley Act (the "**Privacy Rules**"), and agrees that the Interest is a financial product that the Investor has requested and authorized. In accordance with the Privacy Rules, the Investor acknowledges and agrees that the Partnership may disclose nonpublic personal information of the Investor to the Partnership's accountants, attorneys and other service providers as necessary to effect, administer and enforce the Partnership and its partners' rights and obligations, or as otherwise may be required by applicable law, rule or regulation.

(s) Nominees and Custodians. The Investor shall promptly notify the General Partner in writing (which shall be acknowledged by the General Partner in writing) if the Investor is acting as nominee, custodian or other type of agent (whether disclosed or undisclosed). If the undersigned is acting as nominee or custodian for another person, entity or organization in connection with the purchase or holding of the Interest, the undersigned has so indicated on its signature page hereto. The representations and warranties contained in this Section 2 regarding the "Investor" are true and accurate with regard to each person, entity or other organization for which the undersigned is acting as nominee or custodian. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Investor in Exhibits A through D are true with respect to, and accurately describe, each person, entity or organization for which the undersigned is acting as nominee or custodian. Each person, entity or organization for which the undersigned is acting as nominee or custodian will not Transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the applicable provisions of the Partnership Agreement (including seeking the consent of the General Partner to any such transfer) as if such person, entity or organization were a direct Limited Partner of the Partnership and were transferring a direct limited partner interest in the Partnership. If the undersigned is acting as nominee or custodian for another person, entity or organization, the undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and the person, entity or organization for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Investor to purchase the Interest.

(t) Final Form. The Investor understands and acknowledges that his, her or its purchase of an Interest in the Partnership shall be subject to the terms and conditions of this Agreement and the Partnership Agreement, in each case in the definitive form as shall be executed by the parties hereto and thereto, and as the same may be amended from time to time in accordance with their respective terms. The Investor further understands and acknowledges that

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the definitive form of the Partnership Agreement may have terms and conditions different from those disclosed originally in the Summary.

(u) No General Solicitation or General Advertisement. The Investor acknowledges that it is not purchasing an Interest as a result of or subsequent to (i) any advertisement, article, notice 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, including the Investor, had been invited as a result of, subsequent to or pursuant to the foregoing.

(v) OFAC and Anti-Money Laundering. The Investor hereby acknowledges that the Partnership seeks to comply with all applicable sanctions imposed under the laws, regulations or executive orders administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**"), pursuant to 31 C.F.R. Sub. B, Chap. V ("**OFAC Sanctions**") and all other applicable laws concerning money laundering and related activities. In furtherance of those efforts, the Investor, on behalf of itself, its "controlling parties" (as defined below in this Section 2(v)) and any disclosed or undisclosed principal for which the Investor is acting as a nominee or other type of agent, certifies, based on appropriate diligence and investigation, that:

- (i) it and any such controlling party and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf is not named on any prohibited lists maintained by the U.S. government, including, but not limited to, the OFAC list of Specially Designated Nationals and Blocked Persons;
- (ii) it and any such controlling party and disclosed or undisclosed principal or any other person or entity of whom it is acting on behalf is not otherwise the target of any OFAC Sanctions;
- (iii) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is prohibited under the OFAC Sanctions, and no cash, property or item of value that Investor receives from the Partnership will be used in any transaction or manner that is prohibited under the OFAC Sanctions;
- (iv) none of the cash or property that the Investor has paid, will pay or will contribute to the Partnership has been or shall be derived from, or related to, any activity that is deemed criminal under United States law; and
- (v) no contribution or payment by the Investor to the Partnership, to the extent that they are within the Investor's control, shall cause the Partnership or the General Partner to be in violation of the United States Bank Secrecy Act, as amended, or any regulation issued thereunder; the criminal money laundering provisions set

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forth in Title 18 of the United States Code; or the OFAC Sanctions.

For purposes of this Section 2(v), “controlling party” means any person or entity who owns more than 50% of the economic interest in another person or entity or controls the board of directors or similar governing body, the day-to-day operations or material business decisions of such other person or entity.

The Investor agrees to promptly provide to the General Partner any additional information regarding the Investor or its beneficial owners that the General Partner deems necessary or convenient to ensure compliance with all applicable laws concerning money laundering and similar activities, including without limitation the information described in Exhibit F. The Investor understands and agrees that if at any time it is discovered that any of the foregoing representations are incorrect, or if otherwise required by applicable law, regulation or administrative pronouncement related to money laundering and similar activities, the General Partner may undertake appropriate actions to ensure compliance with applicable laws, regulations and administrative pronouncements, including, but not limited to those actions described in the Partnership Agreement. The Investor further understands that the Partnership or General Partner may release confidential information about the Investor and, if applicable, any underlying beneficial owners, to proper authorities if the General Partner, in its sole discretion, determines that it is in the best interests of the Partnership in light of relevant rules, regulations and administrative pronouncements under the laws set forth in this Section 2(v).

(w) FOIA; Confidentiality. Except to the extent otherwise disclosed to the General Partner and acknowledged by the General Partner in writing prior to its admission to the Partnership, the Investor represents that it is not a FOIA Partner (as defined herein). The Investor agrees to provide prompt written notice to the General Partner if at any time during the term of the Partnership (i) it becomes a FOIA Partner, or (ii) it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it or any of its equity holders will, or might become compelled to, use the Partnership Information other than as contemplated by Section 14.8(h) of the Partnership Agreement or disclose Partnership Information in violation of the confidentiality restrictions in Section 14.8(h) of the Partnership Agreement. For purposes of this Agreement, a “**FOIA Partner**” shall mean any Investor that is (A) directly or indirectly subject to either section 552(a) of Title 5, United States Code (commonly known as the “**Freedom of Information Act**”) or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic; (B) subject, by regulation, contract or otherwise, to disclose Partnership Information to a trading exchange or other market where interests in such person are sold or traded, whether foreign or domestic; (C) required to or will likely be required to disclose Partnership Information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the U.S. Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic, by virtue of such person’s (or any of its Affiliate’s) current or proposed involvement in government office; (D) an agent, nominee, fiduciary, custodian or trustee for any person described in the preceding clauses (A) through (C) where Partnership Information provided or disclosed to such person by the Partnership or the General Partner is provided or could at any time become available to such person described by the preceding clauses (A) through (C); or (E) an investment fund or other entity that has any person described in the preceding clauses (A) through (C) as a partner, member or other beneficial

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owner where Partnership Information provided or disclosed to such person by or on behalf of the Partnership or the General Partner is disclosed to or could at any time become available to such person described by the preceding clauses (A) through (C).

(x) Compliance with FINRA Rules. If the Partnership or a Portfolio Company determines to invest in securities that are part of a “new issue” within the meaning of the rules of the Financial Industry Regulatory Authority (“**FINRA**”) (including FINRA Rules 5130 and 5131), the Investor agrees to timely provide to the General Partner upon request such information as may be necessary or appropriate, as determined by the General Partner, to enable the Partnership to comply with all applicable FINRA rules; including, without limitation, representations as to the Investor’s “restricted person” status, FINRA affiliations and associations. The failure to timely respond to any such request by the General Partner may result in (i) the Investor’s Interest being treated as held by a “restricted person” for purposes of FINRA Rule 5130, or as a person or account prohibited from receiving an allocation of shares of a new issue for purposes of Rule 5131, with no exemption to such rules applicable, and/or (ii) the Investor being excluded from receiving any allocation of income related to an investment in “new issue” securities.

(y) Duty to Update. The foregoing representations and warranties of the Investor and any other information provided by the Investor in this Agreement are true and correct as of the date hereof, shall be true and correct as of the Investor’s admission to the Partnership and as of the date of each capital contribution by the Investor to the Partnership. If, at any time during the term of the Partnership, any of the above representations or warranties becomes untrue or incorrect in any respect, the Investor shall promptly notify the General Partner.

3. Closing and Capital Contributions. The closing of the sale and purchase of the Interest (the “**Closing**”) shall take place on such date and time and at such place as shall be selected by the General Partner. The initial capital contribution for the purchase of the Investor’s Interest as well as each additional capital contribution shall take place at such times and in the manner specified in the Partnership Agreement.

4. Agreements with Other Limited Partners. The purchases of the Interest by the Investor and interests in the Partnership by the other Limited Partners are to be separate purchases from the Partnership and the sales of the Interest to the Investor and interests in the Partnership to the other Limited Partners are to be separate sales by the Partnership. This Agreement and the subscription agreements to be executed by such other Limited Partners are sometimes collectively referred to herein as the “Subscription Agreements.”

5. Representations and Warranties. The Partnership and the General Partner hereby represent and warrant to the Investor that at the time of the Closing:

(a) Organization and Standing of the Partnership. The Partnership is duly organized and validly existing as a limited partnership under the Delaware Act and has all requisite power and authority under the Partnership Agreement and such law to enter into and carry out the terms of this Agreement, to conduct its activities as described in the Partnership Agreement, to issue and sell the Interest and to admit the Investor to the Partnership. Each of the Partnership and the General Partner is duly qualified to transact business and is in good standing

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in each jurisdiction in which the character of the business conducted by it makes such qualification necessary, except where the failure to be so qualified would not have a material adverse effect on the business, operations or financial condition of the Partnership.

(b) Governmental and Regulatory Approval. Neither the execution and delivery of this Agreement, nor the offer or sale of the Interest, requires any material consent, approval or authorization from, or filing, registration or qualification with, any United States federal, state or local governmental or regulatory authority (including, without limitation, registration under the Securities Act), on the part of the Partnership, except for (i) compliance by the Partnership and the General Partner with the requirements of any applicable United States state securities (“**Blue Sky**”) laws and (ii) filing by the Partnership of a Form D with the United States Securities and Exchange Commission pursuant to Regulation D under the Securities Act.

(c) Litigation. There are no actions, proceedings or investigations pending or, to the Partnership’s knowledge, threatened, against the Partnership which have a substantial likelihood of resulting in a material adverse effect on the business, financial condition or operations of the Partnership or in any material liability on the part of the Partnership.

(d) Sale of the Interests. All action required to be taken by the General Partner and the Partnership as a condition to the sale of the Interest purchased by the Investor has been taken, and upon the execution and delivery of this Agreement and the Partnership Agreement, and the acceptance thereof by the General Partner, the Investor will be a Limited Partner of the Partnership entitled to all the benefits, and subject to all the obligations, of a Limited Partner under the Partnership Agreement and the Delaware Act.

(e) Certificate of Limited Partnership. A Certificate of Limited Partnership of the Partnership has been filed with the Office of the Secretary of State of the State of Delaware.

(f) Due Execution and Delivery. This Agreement has been duly executed and delivered by the General Partner on behalf of the Partnership and, assuming the due authorization, execution and delivery thereof by the Investor, is a valid and legally binding obligation of the Partnership, enforceable against it in accordance with its terms. The Partnership Agreement has been duly executed and delivered by the General Partner and, assuming the due authorization, execution and delivery thereof by the Limited Partner, is a valid and legally binding obligation of the Partnership, enforceable against it in accordance with its terms.

6. Power of Attorney.

(a) The Investor hereby appoints the General Partner, and each person from time to time serving as a member, director or officer of the General Partner (collectively, the “**Attorneys**”), and each acting singly, as the Investor’s agent and attorney-in-fact, in its name, place and stead, to make, execute, sign, acknowledge and deliver or file for and on behalf of the Investor, and in its name, place and stead (i) the Partnership Agreement substantially in the form provided to the Investor, and (ii) any other certificate, consent, or other instrument which may be required by law to be filed by the Partnership or the partners thereof under the laws of any country, territory, state or other jurisdiction, if the Attorney deems such filing necessary or

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desirable, in each case said signature thereon on behalf of the Investor being conclusive evidence of the approval of the Investor of the terms thereof.

(b) The foregoing grant of authority (1) is a special power of attorney deemed coupled with an interest in favor of the Attorney and as such shall be irrevocable and shall survive the death or disability of a Limited Partner that is a natural person or the merger, dissolution or other termination of the existence of a Limited Partner that is a corporation, association, partnership, limited liability company or trust, and (2) shall survive the assignment by the Limited Partner of the whole or any portion of its Interest, except that where the assignee of the whole thereof has furnished a power of attorney, this power of attorney shall survive such assignment for the sole purpose of enabling the Attorneys to execute, acknowledge and file any instrument necessary to effect any permitted substitution of the assignee for the assignor as a Limited Partner and shall thereafter terminate. The Investor hereby acknowledges that it and each other Limited Partner has executed this special power of attorney, and that each Limited Partner will rely on the effectiveness of such powers with a view to the orderly administration of the Partnership's affairs.

7. Expenses. Each party hereto will pay its own expenses relating to this Agreement and the purchase of the Investor's Interest in the Partnership hereunder.

8. Amendments. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Investor and the General Partner.

9. Rejection of Subscription. The Investor acknowledges that the subscription for the Interest contained herein may be reduced or rejected by the General Partner in its sole discretion at any time prior to the Closing.

10. Additional Investor Information; Indemnity. The Investor understands that the information provided herein (including the exhibits hereto) will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase the Interest. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase or hold the Interest. The Investor represents and agrees that the information provided herein (including the exhibits hereto) regarding the Investor is true and correct as of the date it executes this Agreement and will be true and correct as of the Closing and as of the date of each capital contribution by the Investor to the Partnership. Without limiting the generality of the foregoing, if there should be any change in the information provided herein or in any exhibit or schedule hereto regarding the Investor prior to the Closing or at any time during the term of the Partnership, the Investor will immediately furnish revised or corrected information to the General Partner in writing. The Investor will furnish to the Partnership, upon request, any other information about the Investor reasonably determined by the General Partner to be necessary or convenient for the formation, operation, dissolution, winding-up or termination of the Partnership; provided that (A) such other information is in the Investor's possession or is available to the Investor without unreasonable effort or expense and (B) the Investor's obligations with respect to such other information shall not apply to information that the Investor is required by law or agreement to keep confidential. The Investor agrees to indemnify and hold harmless the Partnership, the General Partner, any Affiliate of the Partnership or the General Partner, and any director, officer, partner, member,

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manager, employee, or agent of any such party against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Agreement (including the exhibits hereto) or in any other documents provided by the Investor to the Partnership or the General Partner in connection with the Investor's investment in the Partnership.

11. Withholding Forms. The Investor represents, warrants and agrees that it will provide in a timely manner such information regarding the Investor and its beneficial owners and forms as requested by the General Partner, including a properly completed Internal Revenue Service ("IRS") Tax Form W-8BEN, W-8BEN-E, W-8IMY, W-8EXP or W-8ECI (each, a foreign person certificate) or W-9 (a U.S. person certificate), as appropriate, any forms requested by the General Partner to comply with the Partnership's obligations under Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any guidance or regulations promulgated pursuant to such Code Sections), and the forms of any other national, provincial, state, local or other taxing authority, and shall cooperate with the General Partner upon its request in order to maintain appropriate records and provide for withholding amounts under applicable tax laws, if any, relating to the Investor's Interest in the Partnership, and, further, in the event that the Investor fails to provide such information and/or forms, the General Partner, the Partnership and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their Affiliates shall have no obligation or liability to the Investor with respect to any tax matters or obligations that may be assessed against the Investor or its beneficial owners. The Investor expressly acknowledges that such tax forms and withholding information may be provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner. Notwithstanding anything in this Agreement or in the Partnership Agreement to the contrary, the Investor hereby waives the application of any non-U.S. law to the extent such law would prevent the Partnership or the General Partner from reporting to the IRS and/or the U.S. Treasury any information required to be reported pursuant to Internal Revenue Code Sections 1471 through 1474 (or any guidance or regulations promulgated pursuant to such Code Sections) with respect to the Investor or its beneficial owners.

12. General. This Agreement (i) shall be binding upon the Investor and the legal representatives, successors and permitted assigns of the Investor, (ii) shall survive the admission of the Investor as a Limited Partner of the Partnership, (iii) shall not be assignable by the Investor without the prior written consent of the General Partner, and (iv) shall, if the Investor consists of more than one person or entity, be the joint and several obligation of all such persons or entities. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [REDACTED]) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Agreement shall be governed by the internal laws of the State of Delaware (without regard to its conflict of laws principles). Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any

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other jurisdiction. Captions and headings in this Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

* * *

**THE INVESTOR MUST COMPLETE, SIGN AND DELIVER THE FOLLOWING
LIMITED PARTNER SIGNATURE PAGE AND EXHIBITS TO THE GENERAL
PARTNER**

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LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned executes this Agreement and acknowledges by its signature below that it (i) has reviewed this Agreement and such additional information it deems appropriate in connection with its investment in the Partnership, and (ii) agrees to be bound by the terms hereof on the date first set forth above. Upon acceptance below by the General Partner, the undersigned shall be admitted as a Limited Partner of the Partnership.

Subscription

Amount of Interest Purchased:

\$ _____

Social Security or
Federal Tax Identification No.:

Typed or printed name and address
of the Investor:

Telephone No.: _____

Email address: _____

(Print or Type Name of the Investor)

[Sign Below]:

By: _____

(Name) _____

(Title, if applicable) _____

Preferred method for receiving
communications:

Email

Mail

Specify address if different from prior column:

Type of Entity (*e.g. individual, corporation, estate, trust, partnership, tax exempt organization, nominee, custodian*):

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The General Partner for and on behalf of the Partnership hereby accepts the foregoing subscription either for: (a) the amount of Interest set forth below, which will be equal to or less than the amount offered by the Limited Partner above, or (b) if left blank, then the Limited Partner's entire offered amount of Interest set forth next to the Limited Partner's signature above.

Amount of Interest: \$ _____

NEOTENY 4 GP, LLC

By: _____

Name: Joichi Ito

Title: Manager

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LIMITED PARTNER CONTACT INFORMATION

Please complete the following information for each individual who will receive notices and other communications from the Partnership or the General Partner (and attach additional pages, if necessary):

Name: Title: Address: Phone: Email:	<u>Authorized to receive: (Check all that apply)</u> Annual and Quarterly Reports Capital Call Notices Stock Distribution Notices Cash Distribution K-1 Statements Legal Documents	<u>Primary or CC</u> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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Name: Title: Address: Phone: Email:	<u>Authorized to receive: (Check all that apply)</u> Annual and Quarterly Reports Capital Call Notices Stock Distribution Notices Cash Distribution K-1 Statements Legal Documents	<u>Primary or CC</u> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
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Distribution information – Please check one:	
<input type="checkbox"/> I prefer to have distributions wired to the following financial institution:	
Bank Name: _____	Swift Code*: _____
Bank ABA #: _____	For Further Credit to: _____
City/State/Country: _____	Account Name: _____
Account Name: _____	Account #: _____
Account #: _____	
<input type="checkbox"/> I prefer to receive distributions by check.	
*Required for U.S. dollar wire transfer to non-U.S. banks. Please contact your bank for more information.	

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Exhibit A

U.S. PERSON STATUS

The Investor hereby represents and warrants that he, she or it is correctly and in all respects described by the category or categories set forth below.

- A. The Investor **is a U.S. Person** because the Investor is an entity that falls within one of the following categories of a "U.S. Person" set forth in Rule 902(k) of Regulation S under the Securities Act:

(Please Check All That Apply)

- A natural person resident in the United States of America, its territories and possessions, any state of the United States, or the District of Columbia (the "**United States**").
- A partnership or corporation organized or incorporated under the laws of the United States.
- An estate of which any executor or administrator is a U.S. Person, unless the estate is governed by non-U.S. law and an executor or administrator who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate.
- A trust of which any trustee is a U.S. Person, unless a trustee who is not a U.S. Person has sole or shared investment discretion with respect to the trust assets and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. Person.
- An agency or branch of a foreign entity located in the United States.
- A non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person.
- A discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated or (if an individual) resident in the United States unless such account is held for the benefit or account of a non-U.S. Person.
- A partnership or corporation if:
 - organized or incorporated under the laws of any non-U.S. jurisdiction, and
 - formed by a U.S. Person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by "accredited investors" (as defined in Regulation D of the Securities Act) who are not natural persons, estates or trusts.

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B. The Investor **is not a U.S. Person** because:

- The Investor (*all must apply*):
 1. is an agency or branch or agency of a U.S. Person located outside the United States; and
 2. is operating for valid business reasons; and
 3. is engaged in the business of insurance and banking, and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where it is located.
- The Investor is an employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country.
- The Investor is the International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, or such organization's agency, affiliate or pension plan, or any other similar international organization, or such organization's agency, affiliate or pension plan.
- The Investor does not fall into any of the categories of U.S. Persons set forth in (A) above.

C. If the Investor has indicated that it **is not a U.S. Person** in Part (B) above, the Investor represents that:

- (i) it executed this Subscription Agreement outside of the United States; (ii) it is not acquiring the Interest for the account or benefit of a U.S. Person; and (iii) neither the General Partner, the Partnership nor any Person acting on their behalf has made any offer or sale of an Interest in the United States to the Investor.

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Exhibit B

ACCREDITED INVESTOR STATUS

The Investor hereby represents and warrants that he, she or it is correctly and in all respects described by the category or categories set forth below.

(Please Check All That Apply)

- The Investor is a natural person whose net worth, either individually or jointly with such person's spouse, at the time of purchase, exceeds \$1,000,000 (exclusive of the value of the Investor's primary residence).
- The Investor is a natural person who had individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in the previous two calendar years and reasonably expects to reach the same income level in the current calendar year.
- The Investor is a corporation, partnership, limited liability company or other organization described in Section 501(c)(3) of the Internal Revenue Code, or Massachusetts or similar business trust, not formed for the specific purpose of acquiring the Interest, with total assets in excess of \$5,000,000.
- The Investor is an entity which falls within one of the following categories of accredited investor set forth in Rule 501(a) of Regulation D under the Securities Act:

(Please Check All That Apply)

- A bank as defined in Section 3(a)(2) of the Securities Act, or any 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.
- A broker or dealer registered pursuant to Section 15 of the Exchange Act.
- An insurance company as defined in Section 2(a)(13) of the Securities Act.
- An investment company registered under the Investment Company Act or a business development company as defined in Section 2(a)(48) of that Act.
- A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.
- Any 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 a plan has total assets in excess of \$5,000,000.

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- Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.
- An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors as described in one or more of the categories set forth in this Exhibit.
- Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Interest, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D.
- The Investor is an entity in which all of the equity owners are accredited investors as described in one or more of the categories set forth in this Exhibit.

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Exhibit C

INVESTMENT COMPANY ACT REPRESENTATIONS

The Investor hereby represents and warrants that he, she or it is correctly and in all respects described by the category or categories set forth below.

A. The Investor is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act as a result of:

(Please Check All That Apply)

- (1) The Investor is a natural person (including a person who will hold a joint, community property or similar shared ownership interest in the Partnership with that person’s qualified purchaser spouse) who owns not less than \$5,000,000 in investments.¹
- (2) The Investor is a company² that (i) owns not less than \$5,000,000 in investments,¹ (ii) is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (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, and (iii) was not formed for the specific purpose of acquiring the Interest.
- (3) The Investor is a trust² not covered by Item 2 of this Exhibit C that was not formed for the purpose of acquiring the Interest, 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 person described in Item (1) or (2) above or Item (4) below.
- (4) The Investor is either (x) a natural person or company² acting for its own account or the accounts of other qualified purchasers, that in the aggregate owns and invests on a discretionary basis not less than \$25,000,000 in investments and that was not formed for the specific purpose of acquiring the Interest or (y) a qualified institutional buyer (as defined in paragraph (a) of Rule 144A promulgated under the Securities Act) meeting the requirements of Rule 2a51-1(g) promulgated under the Investment Company Act.
- (5) The Investor is a company all of the securities of which are beneficially owned by “qualified purchasers.”

OR

¹ For definition of “investments,” see Rule 2a51-1 promulgated under the Investment Company Act.

² Section 2(a)(8) of the Investment Company Act defines “company” as a corporation, partnership, association, joint stock company, trust, fund or any organized group of persons whether incorporated or not. If the Investor is a company that, but for the exceptions provided for in paragraph (1) or (7) of Section 3(c) of the Investment Company Act, would be an investment company (an “excepted investment company”), all beneficial owners of its outstanding securities (other than short-term paper), determined in accordance with Section 3(c)(1)(A) on the Investment Company Act, that acquired such securities on or before April 30, 1996 (as “pre-amendment beneficial owners”), and all pre amendment beneficial owners of the outstanding securities (other than short-term paper) of any excepted investment company that, directly or indirectly owns any outstanding securities of such excepted investment company, have consented to its treatment as a qualified purchaser. See Rule 2a51-2(e) promulgated under the Investment Company Act.

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- B. The Investor is not a “qualified purchaser” as described in any of the above categories.
- C. If the Investor is a corporation, trust, partnership, limited liability company or other organization, please check the appropriate box in response to each question.

(1) The Investor is *not* (i) an “investment company” as defined in the Investment Company Act or (ii) an entity which would be an “investment company” as defined in the Investment Company Act but for the exceptions provided for in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act.

True False

(2) Assuming the Investor holds less than 10% of the interests in the Partnership, the Investor constitutes “one person” for purposes of Section 3(c)(1) of the Investment Company Act.

True False*

*Indicate number of beneficial owners, if greater than one: _____

(3) Assuming the Investors holds 10% or more of the interests in the Partnership, the Investor constitutes “one person” for purposes of Section 3(c)(1) of the Investment Company Act.

True False*

*Indicate number of beneficial owners, if greater than one: _____

(4) The Investor’s stockholders, partners, members or other beneficial owners, if any, have no individual discretion as to their participation or non-participation in the purchase of the Interest and will have no individual discretion as to their participation or non-participation in particular investments made by the Partnership.

True False

(5) The Investor was not organized or recapitalized (and is not to be recapitalized) for the specific purpose of acquiring the Interest. For the purposes of the preceding sentence, “recapitalized” includes, without limitation, new investments made in the Investor solely for the purpose of financing the Investor’s acquisition of the Interest and not made pursuant to a prior financial commitment.

True False

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Exhibit D

BENEFIT PLAN INVESTOR REPRESENTATIONS

The Investor hereby represents and warrants as follows:

(Please Check "Yes" or "No" as Applicable)

1. The undersigned Investor is, or is acting on behalf of: (i) an "employee benefit plan" within the meaning of Section 3(3) of U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), that is subject to Title I of ERISA; or (ii) a "plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code that is subject to Section 4975 of the Internal Revenue Code.

Yes No

2. The undersigned Investor represents that it is, or is acting on behalf of, a person or entity the underlying assets of which are "plan assets" within the meaning of Section 3(42) of ERISA.

Yes. The Investor holds "plan assets" and the percentage of interests in the Investor held by benefits plan investors, determined in accordance with Section 3(42) of ERISA is _____%.

No. None of the Investor's assets are "plan assets" within the meaning of Section 3(42) of ERISA.

IF AT ANY TIME DURING THE TERM OF THE PARTNERSHIP, THE FOREGOING REPRESENTATION BECOMES INACCURATE, THE INVESTOR WILL NOTIFY THE PARTNERSHIP IMMEDIATELY.

3. The undersigned Investor is, or is acting on behalf of: (i) a "governmental plan," within the meaning of Section 3(32) of ERISA; or (ii) a partnership, limited liability company or other entity in which such a governmental plan holds a majority of the interests or in which a governmental plan holds an interest sufficient to subject the entity to applicable state or local law governing governmental plans.

Yes No

4. The undersigned Investor is, or is acting on behalf of: (i) a "church plan" within the meaning of Section 3(33) of ERISA with respect to which no election has been made under Section 410(d) of the Internal Revenue Code; or (ii) a partnership, limited liability company or other entity in which such a church plan holds a majority of the interests or in which a church plan holds an interest sufficient to subject the entity to the rules and policies governing the sponsoring church.

Yes No

5. The undersigned 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 in a supplemental sheet(s) attached to this Exhibit D, the participants in such employee benefit plan or plan are not permitted to self-direct investments.

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If a supplemental sheet(s) is attached, the Investor has checked the following box.

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 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, any placement agent or any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or Affiliates;
 - (b) None of the General Partner, 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, 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, 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 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 any of their respective partners, members, employees, stockholders, officers, directors, agents or Affiliates.

PRIVACY NOTICE

This Privacy Notice explains the manner in which we collect, utilize and maintain nonpublic personal information about our Limited Partners. This Privacy Notice applies only to Limited Partners who are individuals.

We are committed to protecting your privacy and maintaining the confidentiality and security of your personal information. We are sending you this Privacy Notice to help you understand how we handle the personal information about you that we collect and how we use that information.

Categories of Information We Collect and May Disclose

We use the personal information collected about you in order to provide you with better service or to comply with law and regulations. We may collect nonpublic personal information about you from the following sources:

- Investor Questionnaires, the Partnership Agreement or other forms (for example, name, address, Social Security number, assets and income);
- Ownership records of the Partnership (such as the amount of your percentage ownership interest and any capital commitment); and
- Other interactions with us or our affiliates (such as discussions or other contacts with agents of the Partnership via telephone, written correspondence, and electronic media).

We may disclose nonpublic personal information we collect about you to our affiliates (including those who are involved in the operation, administration or management of, or the sale of interests in the Partnership) and nonaffiliated service providers, only as permitted by law and regulations. For example, we may share nonpublic personal information about you in the following situations:

- In connection with the administration and operations of the Partnership, including disclosure to attorneys, accountants, auditors, administrators, or companies that assist us with mailing statements or processing your transactions, or other professionals;
- To broker-dealers, custodians and transfer agents to facilitate in-kind distributions of portfolio securities;
- To respond to a subpoena or court order, judicial process or regulatory inquiry; and
- At your direction or with your consent, including upon your authorization to disclose such information to persons acting in a fiduciary or representative capacity on your behalf.

We may also share your personal information with other providers of services necessary or convenient to the formation, operation or dissolution of the Partnership. Finally, as required or permitted by the Partnership Agreement, we may distribute to all partners in the Partnership certain personal financial information, such as capital account information and various schedules to the Partnership Agreement.

The information of our former Limited Partners, if any, is treated in the same manner as the information of our current Limited Partners.

Confidentiality and Security

We consider the protection of sensitive information to be a sound business practice and a foundation of customer trust. We protect personal information we collect about you by maintaining physical, electronic and procedural safeguards. We restrict access to nonpublic personal information about you to those employees or agents of the Partnership who need to know that information to provide products or services to you.

Further Information

We reserve the right to change this Privacy Notice at any time. This notice complies with United States federal law regarding privacy. You may have additional rights under other foreign or domestic laws that may apply to you.

* * *

OFAC AND ANTI-MONEY LAUNDERING COMPLIANCE

With respect to Investors who are natural persons:

(i) for U.S. persons, a social security or taxpayer identification number; and

(ii) for non-U.S. persons, a taxpayer identification number or one or more of the following:

- passport number and country of issuance;
- alien identification card number; or
- number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

In addition, for both U.S. and non-U.S. persons, a government-issued photo identification (e.g., passport, driver's license) is to be obtained and a copy is to be kept on file.

With respect to Investors that are entities:

- Organization and formation documents of the entity; and
- If not stated in the organization and formation documents, the names of the legal beneficial owners (if applicable) and the names and locations of individuals authorized to act for the entity.